

# Registration contract

Defining the relations between Afnic and  
each Registrar

*afnic*

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## Article 1 - Foreword

1. By Order of the French Minister of Economy, Industry and Employment, l'Association Française pour le Nommage Internet en Coopération - The French Network Information Centre (hereinafter referred to as Afnic), an association governed by the provisions of the Law of July 1 1901, has been designated to serve as the Registry for .fr Top-Level Domain names in the Internet addressing system.
2. The framework for Afnic's functions is defined by:
  - ✓ The French Electronic Communications and Telecommunications Act (CPCE);
  - ✓ the State-Afnic Agreement, the articles of association of Afnic and its rules of procedure;
  - ✓ The settlement of alternative dispute resolution procedures as approved by order.
3. As part of its functions and in compliance with the decisions taken by its governing bodies, Afnic has worked closely with the consultative committees that make it up in order to develop:
  - ✓ The Naming policy on naming zones managed by Afnic;
  - ✓ A registration contract that defines the contractual relationship between Afnic in its capacity as Registry and the Registrars, pursuant to the provisions of the French Electronic Communications and Telecommunications Act;
  - ✓ A procedure for accrediting Registrars pursuant to the provisions of the French Electronic Communications and Telecommunications Act.
4. The Registry wishes to offer its customers a range of services related to the naming zones managed by Afnic.
5. The Registrar hereby states that:
  - ✓ a professional experienced in the processing of domain names managed by Afnic;
  - ✓ It is familiar with the technical and administrative issues involved in the naming zones managed by Afnic;
  - ✓ It meets the accreditation criteria required;
  - ✓ Have qualified personnel in sufficient numbers to carry out its assignments and financial resources to ensure optimum management of its business;
  - ✓ Be fully compliant with the social security and tax legislation and have paid to Afnic all of the sums due and, more generally, have paid all of the corresponding sums (duties, taxes, contributions, etc.) to the competent authorities;
  - ✓ Has obtained, prior to its commitment, all the items required, in particular against the risks in terms of loss of accreditation and warranty due to Afnic.

## Article 2 - Definitions

6. For the purposes of this Agreement, the terms below are defined as follows:

- ✓ "Administrative act": generic term encompassing all the requests for administrative and technical operations sent by the Registrar to Afnic.
- ✓ "Blocking": operation involving the withdrawal of a domain name from the DNS (Domain Name System) and making it inoperative. However, the domain name still appears in the database and still belongs to its registrant. A blocked domain name cannot therefore be registered by a third party.
- ✓ "Registrar": corporate entity accredited by Afnic and which, under the terms of this Agreement, provides domain name registration services to its customers.
- ✓ "Naming Policy": document consisting of the rules for registering domain names, the procedures manual, integration guide, dispute management policy for French Internet domains, the policy for publishing and accessing data on registrations and in general all the documents and procedures adopted by Afnic.
- ✓ "State-Afnic Agreement": Agreement between the French government and Afnic on the allocation and management of top level domain names under the .fr extension.
- ✓ "Applicant": individual or corporate entity requesting the registration or transfer of one or more domain name(s) through a Registrar.
- ✓ "Annual fee": fee owed to Afnic each year by the Registry in order to access its domain name registration services.
- ✓ "Suspension of transactions": operation preventing any future transactions on the domain name. This does not affect the operation of the domain name (site access, email addresses, renewal, etc.).
- ✓ "Administrative suspension": operation preventing any changes to the domain name with the exception of technical *updates*. This does not affect the operation of the domain name (site access, email addresses, renewal, etc.).
- ✓ "Procedures Guide": document for use by Registrars detailing how to perform transactions on a domain name.
- ✓ "Integration Guide": document designed for use by Registrars compiling all the information required to implement the Afnic application interface for domain name management.
- ✓ "Orphan domain name": validly registered domain name which is no longer managed by a registrar.
- ✓ "Registry": a legal entity responsible for assigning and managing the Internet domain names mentioned in the Post and Electronic Communications Code, here Afnic.
- ✓ "Rules of procedure": document describing the operation of Afnic which complements the Afnic articles of association.
- ✓ "Afnic articles of association": articles of association of the French Network Information Centre (Afnic), compliant with the provisions of the law dated 1 July 1901.

- ✓ "Holder": individual or corporate entity that is a customer of the Registrar and has registered or renewed one or more domain name(s).
- ✓ "Naming zone": unit consisting of a top-level domain and one or more second-level domain(s).

### *Article 3 - Purpose*

7. The purpose of this contract is to define the contractual relationship between Afnic as the Registry and each Registrar.
8. This contract applies to all the naming zones managed by Afnic, including the .fr, .pm, .re, .tf, .wf and .yt extensions.
9. This contract is not intended to govern the relations between Afnic and the Registrar when it acts as the holder of domain names to which the naming policy applies.

### *Article 4 - Contractual documents*

10. The contractual documents binding Afnic and the Registry are, by order of priority:
  - ✓ the accreditation policy;
  - ✓ The accreditation application package;
  - ✓ This contract (hereinafter referred to as the "registration contract") and its appendices;
    - Appendix 1 "[Billing scale](#)";
    - Appendix 2 "[Debit authorization](#)";
    - Appendix 3 "Appropriate safeguards for transfers outside the European Union";
  - ✓ The Naming Policy;
  - ✓ The Procedure Guide;
  - ✓ The Registrar identification form.
11. In case of conflict between documents of a different type and rank, the provisions contained in the document of the higher rank will prevail.

### *Article 5 - Entry into effect - Term - Renewal*

12. The contract enters into effect after its acceptance by the Registry.
13. For the first year, regardless of the date on which the Registrar accepts its accreditation, the contract is applicable for a period expiring on 31 December of the current calendar year.
14. Thereafter, the contract is automatically renewed for each annual period beginning on January 1 and ending December 31 of each year.

### *Article 6 - Rights / obligations of the Registry*

15. In its capacity as the Registry, Afnic:
  - ✓ Manages and maintains the registry of domain names;

- ✓ Meets the requests for administrative acts sent to it by the Registrars;
- ✓ Collects from Registrars the data required to meet the aforementioned requests;
- ✓ Publishes each day the domain names registered the day before;
- ✓ Makes public the prices charged for its services;
- ✓ Provides an accreditation procedure and the list of accredited registrars.

16. In order to carry out its mission, Afnic may be lead to define:

- ✓ The Naming Policy;
- ✓ Non-discriminatory and transparent procedures for the accreditation of Registrars;
- ✓ The requirements of permanence, quality and availability of the infrastructures and/or tools for the allocation and management of domain names;
- ✓ The practical procedures for assessing and/or evaluating the Registry and its results;
- ✓ A repository of best practices, the code of ethics and any other similar document intended for Registrars.

17. As such, Afnic develops the corresponding policies, procedures, methodologies, terms of use and/or licenses.

18. Technically, Afnic provides the following services:

- ✓ Monitoring of the zones installed;
- ✓ Follow-up of the consistency of the database maintained by Afnic;
- ✓ Operation of the DNS service for the French naming zone;
- ✓ Monitoring the operation of name servers;
- ✓ Development of tools for automating the operation;
- ✓ Management of information servers;
- ✓ National and international coordination of these services.

19. Afnic notifies the Registrar, by any useful means, at least three (3) months prior to its implementation of any technical and/or administrative change having a direct impact on the Registrar, provided that the implementation can only occur after a period of two (2) months following the availability of the specifications. Certain exceptional, urgent and duly substantiated changes may, however, waive the application of these provisions (amendments to legislation, impacts of a court order, etc.). Certain exceptional, urgent and duly substantiated changes may, however, waive the application of these provisions (amendments to legislation, impacts of a court order, etc.).

20. Afnic responds to enquiries from the Minister in charge of Electronic Communications on its activities and those of the Registrars.
21. Afnic publishes the price of its domain name allocation and management services.
22. Afnic provides Registrars with an online tool (extranet) to manage the administrative and technical aspects of their registration business.
23. Afnic is committed to offering Registrars and to maintaining an automated interface via EPP a web interface for the registration of domain names.
24. In exceptional circumstances and without this being understood as an obligation of supervision or vigilance, Afnic could take the place of the Registrar.

## *Article 7 - Rights / Obligations of the Registrar*

### *7.1 - WITH RESPECT TO THE REGISTRY*

25. The Registrar agrees to comply with the legal and regulatory provisions relating to naming and all the documents of any kind prepared by the Afnic including:
  - ✓ The Naming Policy;
  - ✓ The accreditation policy;
  - ✓ The repository of best practices, the code of ethics, and any other similar document if adopted by Afnic.
26. Subject to changes caused by the dematerialization of the procedures, the Registrar shall establish and forward to Afnic, in strict compliance with the terms of the naming policy or policies, all the items and/or documents where applicable, specific to each request for an administrative act.
27. The Registrar is required to meet the requests of Afnic within a maximum of 72 hours, this lead-time being reduced to 48 hours in the case of an emergency duly substantiated by Afnic in its request.
28. In particular, the registrar undertakes to meet the requests of Afnic and generally to assist in the resolution of disputes, litigation or pre-litigation, involving one or more domain names of the naming zones organized at Afnic including:
  - ✓ Provide within the lead-time prescribed by Afnic any information or document requested by the latter;
  - ✓ To abide by any request from the Afnic within the prescribed lead-time concerning the administration of one or more domain names, whether in order to delete or transfer the domain name.
29. The Registrar is held to communicate and maintain at all times an operative phone number and/or a functional email address at which it can be reached by Afnic during office hours.
30. The Registrar undertakes to keep up to date all the information provided to Afnic within the framework of this contract and in particular its identification details and the information concerning the services possibly offered to its customers.

31. In the event of changes or modifications, the Registrar must immediately inform Afnic by e-mail or by any other means at its convenience, or by using the space reserved for this purpose on the Afnic website.
32. The Registrar shall inform Afnic of any proceedings affecting its legal situation and in particular safeguarding proceedings, receivership, liquidation, partial or total takeover, etc., within eight (8) days of the event in question.
33. The Registrar undertakes not to perform any act or technical intervention which would adversely affect the smooth running of Afnic services, and generally undertakes to abide by the best practices or any other equivalent provisions developed by Afnic.

## 7.2 - WITH REGARD TO ITS CUSTOMERS

34. The Registrar:

- ✓ Is in charge, on an exclusive basis, of the relationship with its Customers and shall be responsible for processing their requests, as well as any complaints, and generally for fulfilling all of its obligations described herein;
- ✓ Inform the customer of the laws and regulations and the terms of the version of the naming policy or policies effective on the date of the request for an administrative act, according to the methodologies and terms of use or licenses defined by Afnic. As such, the Registrar undertakes to inform its customers of the following (the list not being exhaustive):
  - The obligations in terms of eligibility;
  - Their rights and obligations in their capacity as the holder of a domain name;
  - Their responsibility with regard to the choice of domain name including the obligation to respect the rules laid down in the French Electronic Communications and Telecommunications Act;
  - The need to provide accurate identification data;
  - The processing of personal data and the exercise of their personal rights;
  - And in general, to make available to its customers all the Registry documents and policies.
- ✓ Ensures compliance by the customer, of these items;
- ✓ Passes on to customers any changes and subsequent updates thereof;
- ✓ Publishes the price of its domain name allocation and management services;
- ✓ Make available to its customers for free all the elements necessary for the management of its domain name (eg Authinfo).

35. The Registrar is responsible for implementing appropriate measures to meet these obligations.

36. The Registrar undertakes to contact its customers each year in order to update the identification data in the database maintained by Afnic. The Registrar implements all the means it deems necessary to fulfil this obligation.
37. The Registrar shall be personally responsible for third-party claims which may arise in connection with the registration or renewal of a domain name.
38. It cannot rely on the responsibility of Afnic and, as such, shall refrain from referring the relevant third parties to Afnic and to its services to the extent that Afnic is not in charge of the relations with applicants on the one hand, and only has the information communicated to it by the Registrar on the other.
39. The Registrar shall take the measures it considers appropriate with respect to the information communicated to it by a third party.
40. When the claim is liable to incur Afnic's responsibility, the Registrar shall inform Afnic of same without delay.

### *Article 8 - Database maintained by the Registry*

41. The database is the only public database of reference as laid down in the French Electronic Communications and Telecommunications Act.
42. The Government holds all rights to the database.
43. The Registry constitutes the database based on information provided to it by the Registrars.
44. Afnic has a right to use the database.
45. As such, it defines the rules for constituting, publishing, accessing, and maintaining in operating condition the database and any other database that could be formed using the database.
46. Accordingly, the Registrar undertakes not to:
  - ✓ Cause direct or indirect harm to the intellectual property rights of Afnic or its legitimate interests;
  - ✓ Use information contained in the database for purposes other than those strictly limited to the technical services involved in administrative acts on domain names, especially their use in operations to send unsolicited messages.
47. In accordance with the legal framework relating to the protection of personal data, the Registry ensures that personal data concerning individuals (name, surname, address, telephone, fax, e-mail address) are protected and not published. This process, referred to as "restricted information", applies by default. This protection requires the Registrar to allow, by default and free of charge, the restricted distribution of the personal data of the individual holders.

### *Article 9 - Remuneration of the Registry*

48. The billing schedule includes a summary of the billing rates applicable for the current year:
  - ✓ The amount of the annual fee,

- ✓ The billing rate for each of the administrative acts,
  - ✓ The cost of the other interventions performed by Afnic.
49. The billing scale applies per calendar year from 1 January to 31 December of each year.
50. The billing scale is adjusted each year and applies from 1 January on the following year.
51. When the scale is changed, Afnic notifies the Registrar by any means it deems appropriate, including by sending a simple letter or email.
52. The adjustment of the scale may occur exceptionally during the year on decision of the Board of Directors provided that it results in a decrease. In this case, the Registrar is notified electronically at least one month beforehand.

### *Article 10 - Billing - Settlement*

53. The amount of the annual fee is due for the current year.
54. It is paid on the date of acceptance of the contract by the Registrar and in the case of renewal on or before 31 January of the current year.
55. The amount of the annual fee cannot be refunded, whether in all or in part, for any reason.
56. Access to Afnic services is only possible after receipt of payment of the annual fee.
57. Afnic invoices at month end all the administrative acts involving domain names. The accounting documents and the statement of transactions are sent to the Registrar by email and are available on the latter's private space.
58. Invoices for administrative acts must be paid within thirty days (30 days) after being issued.
59. Afnic invoices administrative formalities to the Registrar for the registration period it has selected on behalf of its customer.
60. The Registrar shall release the sums due to Afnic by means of one of the means of payment for which it has opted under the terms of this contract or any other terms and conditions fixed by Afnic.
61. Any request to change the method of payment is sent by the Registrar to Afnic.
62. Afnic also invoices the costs incurred by processing day-to-day operations, in particular but not exclusively, banking reject costs, sending of registered letters, etc., and the administrative costs associated with a specific procedure.
63. In case of delay in the payment of amounts owed by the Registrar to Afnic and in consideration of the loss suffered by the Afnic because of this delay, Afnic will apply penalties for late payment equal to three (3) times the legal interest rate in effect between the contractual date of payment and the effective date of payment, without affecting any other compensation it may seek.

## Article 11 - Liability / Warranty

64. The Registrar expressly acknowledges that it has an obligation of result with respect to the Registry Operator for all the legal and contractual obligations it is tasked with ensuring, and unreservedly agrees to fulfil that obligation.
65. The Registrar expressly acknowledges that it follows on from its acceptance of that obligation of result that Afnic cannot be held liable for any consequences of any kind resulting from its activities as a Registrar in general, and from a claim or legal or other proceedings in relation to the registration of a domain name in particular.
66. The Registrar hereby states that:
- ✓ Any dispute or claim, of whatever kind, resulting from the registration and/or use of a domain name is directly associated with its business and its obligations as the Registrar and shall be personally responsible for same;
  - ✓ It must accept and agree to indemnify Afnic against any claim, petition, or application from third parties arguing that Afnic has violated their rights or has not respected the statutory provisions or the naming policy;
  - ✓ It will take charge of any penalties and all expenses charged to Afnic either through a court ruling or following an out of court settlement of a lawsuit;
  - ✓ It will bear the costs incurred by Afnic further to an appeal by Afnic in a case even if the appeal in question involves no direct claim against Afnic and is only made in order to inform Afnic or as part of a petition to have Afnic declared party to a judgement to be rendered;
  - ✓ It will bear the costs incurred by the Afnic resulting from any civil or criminal lawsuit that Afnic may be required to expedite in order to protect its interests and/or prevent its liability from being incurred;
  - ✓ It will intervene in any judicial or extrajudicial proceedings against Afnic, either spontaneously or at the first request of Afnic and that, notwithstanding its eventual inaction, Afnic will be justified in claiming payment of all the lawyers' fees and expenses made necessary in order to defend the interests of Afnic, and expressly agrees to same;
  - ✓ That the foregoing provisions shall apply notwithstanding the existence of an error attributable to the Registrar under these terms and conditions, the guarantee being caused by the quality of the accredited registrar without it being necessary for Afnic to qualify a fault under the provisions of the French Electronic Communications and Telecommunications Act, the naming policy or policies or these terms and conditions;
  - ✓ It hereby waives its right to invoke against Afnic any exemption from liability or compensation ceiling.
67. This clause shall be applicable even in the case of the cancellation, suspension, resolution or termination of this Agreement.

## *Article 12 - Remote Access - Identifiers*

68. The Registrars have personal and confidential identifiers that are issued by Afnic so that they can access the applications reserved for Registrars.
69. The technical implementation of these identifiers (login / password, digital signature and certificates, etc.) are defined by Afnic and the Registrar agrees to implement them according to the instructions provided by Afnic.
70. The Registrar is solely responsible for the use, preservation and confidentiality of his or her identifier(s) as well as all and any confidential data transmitted by any Afnic.
71. If Registrars are allowed to modify all or part of their identifiers, such modification shall be at the sole discretion of the Registrar, and under its sole responsibility.
72. Any use of the identifier(s) indisputably implies use of the service by the Registrar until an objection is raised.
73. The Registrar agrees to inform Afnic immediately, using any suitable means, of any communication problems with third parties, of the theft of their identifier(s), and in general of any risk of compromise of the confidentiality of such identifiers. This information shall be confirmed by registered letter with acknowledgement of receipt.

## *Article 13 - Agreement on Evidence*

74. Exchanges between Afnic and the Registrar may occur electronically through the addresses specified by the parties.
75. Documents in electronic format that are exchanged between the parties shall serve as evidence, in that they identify the persons involved and they are made and kept by Afnic under reasonable conditions ensuring their integrity. In case of disagreement between the parties, the information stored on the Registry Operator's servers represents evidence between the parties.
76. Afnic is pursuing a dematerialization policy to facilitate relations with the Registrars and the implementation of administrative acts. Before any dematerialized services are opened, Afnic will first inform the Registrars of the terms and conditions.

## *Article 14 - Documentary Evidence and Electronic Archiving*

77. The Registrar is responsible for the elements and/or documents it communicates to Afnic. It ensures the preservation of the documents that are given to it by its customer.
78. It is its responsibility to send Afnic the necessary supporting documents when such communication is required. In all other cases, it communicates the elements and/or documents at the request of Afnic under this contract.
79. The Registrar shall determine how it will preserve the data and documents it possesses. Afnic shall not be held responsible for:
  - ✓ an inability to send these items;
  - ✓ the sending of items of which the probative value is contested.

## *Article 15 - Checks*

80. Pursuant to the French Electronic Communications and Telecommunications Act, the Registrars carry out their business under the control of the Registry.
81. Afnic may therefore carry out spot checks on request or on its own initiative.
82. These checks may be performed on documents or on the premises of the Registrar.
83. The check on documents is made if Afnic asks for further information on one or several items and/or documents. The Registrar communicates the items and/or documents requested within a maximum of 72 hours, which may be decreased to 48 hours in an emergency.
84. The check can be performed on the Registrar's premises if 72 hours' advance notice is given. In this case, the Registrar will provide Afnic with the information and documents requested at the meeting. Unless proof is provided that it is physically impossible to deliver the items / documents in a meeting, the Registrar will be required to submit such items within 48 hours after the meeting.
85. Afnic may request any type information and documents as long as they are related to the present contract and the domain name managed by the Registrar.
86. Pending regularization, Afnic is entitled to suspend the Registrar's account.
87. It is hereby stated that in any event, the checks carried out or not in any way exonerate the Registrar of its obligations.

## *Article 16 - Collaboration*

88. The parties agree to work closely together within the context of their relationship.
89. The parties undertake to continue to work actively and regularly provide each other with all the information requested.
90. The Registrar shall communicate to Afnic any difficulties it experiences while fulfilling this contract, so that they can be dealt with as soon as possible and in order to maintain security in the naming zone organized at Afnic.
91. The Registrar agrees to co-operate and work with Afnic and, where appropriate, to collaborate with the other Registrars to ensure effective fulfilment of any Afnic request regarding the administration of a domain name in the .fr naming zone, including requests to block, transfer or delete a domain name.

## *Article 17 - Confidentiality*

92. The parties agree to observe the requirement for keeping confidential any type of information they acquire while carrying out this contract.
93. This obligation of confidentiality does not apply:
  - ✓ To the disclosure of the required information in the database maintained by the Registry;
  - ✓ For situations in which either party needs to divulge this information within the context of a legal proceeding, for whatever reason;

- ✓ At the request of authorities with the right of communication;
- ✓ Should either party need to provide evidence to the tax authorities in support of accounts created while fulfilling this contract;
- ✓ To the accountants and auditors of the parties, the latter being subject to professional secrecy with regard to their Registrar under article 378 of the French Penal Code of Law.

94. The provisions of this article shall remain in effect even after the end of the contractual relationship established between Afnic and the Registrar.

### *Article 18 - Intellectual Property*

95. The website includes, but is not limited to trademarks, drawings, models, images, text, photos, logos, corporate identity, software, search engines, databases and domain names which are made available to the Registrar shall be and shall remain the exclusive property of Afnic.

96. Afnic freely enjoys all of its intellectual property rights. It shall establish, as may be necessary, the terms under which third parties may use the rights it holds to these items, and shall notify the Registrar of same. In the absence of any special provisions, their use is strictly limited to meet the present terms and conditions.

97. The Registrar shall comply with all of the intellectual property rights, industrial rights, literary and artistic rights held by Afnic. The Registrar shall not use and/or reproduce Afnic's trademarks, logos or other distinctive signs without the express prior permission of Afnic.

98. Any reproduction and/or representation, in whole or in part, of one of these rights, without the express permission of Afnic, is prohibited and would constitute an infringement sanctioned under Articles L.335-2 et seq. of the French Intellectual Property Code.

99. As a result, the Registrar is prohibited from any action or activity that might adversely affect, directly or otherwise, Afnic's intellectual property rights.

100. This Agreement does not in any way assign to the Registrar any type of intellectual property rights to the items belonging to Afnic.

### *Article 19 - Protection of Personal Data*

101. Within the context of the contractual relations established between Afnic and the Registrar, the processing of personal data carried out for domain name operations falls under two categories of processing according to their main respective purposes:

- ✓ The processing of personal data by the Registrar for the provision of services on the domain names under the .fr;
- ✓ The processing of personal data by Afnic for the administration of the .fr naming zone.

102. Each of the parties is the data controller for the processing operations that they perform. Each party is also the recipient of personal data processed by the other for the purposes of its own processing operations.

103. Within the context of communication of personal data to Afnic by the Registrar, the Registrar guarantees that:

- ✓ The resulting obligations of the rules in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 (hereinafter 'the European Data Protection Regulation "or" GDPR') have been complied with by it, including (1) the implementation of appropriate technical and organizational measures to ensure and be able to demonstrate that the processing is carried out in accordance with the GDPR, (2) the obligation to inform the persons concerned and to obtain the consent of the latter when necessary, (3) the implementation of means of collection and processing of data that are fair and lawful, (4) taking into account the personal rights (rights of access, rectification, opposition, etc.) granted to data subjects, (5) data protection from the design stage onwards and the protection of data by default in the implementation of processing, (6) the maintenance of the register of processing activities carried out under its responsibility, (7) the obligation to ensure the security of personal data with, where appropriate, the carrying out of an impact analysis on data protection or even the prior consultation of the supervisory authority;
- ✓ That personal information may be sent legally to Afnic;
- ✓ That the latter may use this information freely within the context of its activities and within the limits of complying with legal obligations;
- ✓ That the personal information that is sent or transmitted is correct, complete and, if necessary, updated; appropriate steps must be taken to ensure that data that are incorrect or incomplete with respect to the purposes for which they are collected or processed are deleted or corrected. The Registrar shall notify Afnic of any rectification or deletion of personal data or any limitation of the processing carried out in accordance with the European Data Protection Regulation.

104. In any case, Afnic reserves the right to establish exclusion lists pursuant to deliberation No. 2007-246 of the French Data Protection Authority (CNIL) of 13 September 2007, without having to inform the Registrar beforehand.

105. Personal data provided by the Registrar is subject to automated processing implemented by Afnic in accordance with the regulations in force applicable to the processing of personal data and the GDPR in particular.

106. Each of the parties undertakes to appoint a data protection officer or a person responsible for ensuring the compliance of the processing of personal data with the European Data Protection Regulation.

107. The Registrar agrees to alert Afnic immediately by e-mail or by fax if the CNIL performs an audit on data connected with naming.

108. In the case of subcontracting and if the subcontractor does not fulfil its data protection obligations, the party responsible for the processing concerned remains fully liable towards the other party for the performance by the subcontractor of its obligations.

109. In case of transfer outside the European Union, the Registrar undertakes and guarantees to Afnic that the level of protection of individuals ensured by the GDPR is not compromised, including in the event of later transfers. When the Registrar is established outside the European Union, the parties undertake to respect the Appendix 3.

110. In the event of a security incident that relates to naming data, the Registrar:
- a. Warns Afnic as soon as the incident has been detected by fast means (priority telephone, SMS) and completes the warning by sending the incident report within 48 hours;
  - b. Cooperates with Afnic so that the CNIL is notified within 72 hours of any personal data breaches that may create a risk to the rights and freedoms of the individuals concerned;
  - c. Cooperates with Afnic so that the latter may communicate to each of those concerned as soon as possible any personal data breaches that may create a serious risk for their rights and freedoms.

### *Article 20 - Administrative formalities - Authorization*

111. Each party shall, for its part, ensure that it has obtained all the necessary administrative authorizations that are necessary for the performance of its duties.
112. The Registrar must necessarily, as far as it is concerned, be accredited by the Registry.

### *Article 21 - Promotion - Advertising*

113. Afnic posts on its website the information provided by the Registrar for its services. The accuracy of the information provided and update thereof is the sole responsibility of the Registrar. Ultimately, this directory will specify the type of services offered and the nature of the target audience for each Registrar.
114. In addition, Afnic will call upon an independent third-party partner to establish a public report on Registrars. The report will measure and compare the quality of certain services of Registrars and the pricing of public offerings.
115. Afnic will also establish a specific listing of Registrars which satisfy certain conditions such as passing technical tests and providing all the services of the .fr TLD.
116. In no case may the initiative taken by Afnic and that of the public report on Registrars be regarded as constituting an official accreditation, approval, or label.
117. Afnic intends to serve as a promotional relay for Registrars and to this end may engage in a number of promotional and/or advertising campaigns.
118. Afnic may also initiate and organize "special operations" designed to develop the naming zones that it administers.
119. Each Registrar is responsible for deciding whether or not to participate in the "special operations" organized by Afnic under the conditions that will have communicated to it beforehand.
120. The participation of each Registrar in a "special operation" may be subject to a specific contract pursuant to the present contract.

## *Article 22 - Subcontracting / Reseller*

121. The Registrar may subcontract all or part of its services, or use a reseller, but in all cases remains solely responsible for the proper implementation of this contract.

## *Article 23 - Insurance*

122. Each party declares that it is insured against any harmful consequences of the acts for which it could be held liable in connection with the implementation of this Agreement with a reputable insurance company.

## *Article 24 - Penalties*

123. If the Registrar fails to perform any one of its obligations, Afnic may impose on the Registrar one of the following penalties:

- ✓ Email Warning: The warning is a minor penalty. The purpose of this penalty is to remind the Registrar of its obligations;
- ✓ Temporary Suspension: temporary suspension is in connection with a breach that is more serious than a non-compliance resulting in a warning. In case of the temporary suspension of its account, the Registrar may not proceed with any new administrative action on the domain names it manages, nor may it seek any new registrations. The temporary suspension shall not affect the payment of amounts due to the Afnic by the Registrar.

124. The sanction ordered by Afnic shall be commensurate with the seriousness of the non-compliance.

125. The sanctions are independent of each other and are not considered mandatory steps.

126. The procedure for notifying the Registrar of a breach is as follows:

- ✓ Afnic sends a registered letter with acknowledgement of receipt to the Registrar notifying it of the breach(es) discovered and the penalty/penalties it intends to impose;
- ✓ the Registrar has a period of one (1) month in which to respond to Afnic and to state its position;
- ✓ The penalty in question is imposed or not imposed, depending on the Registrar's response;
- ✓ If the Registrar fails to respond, this is considered as an acceptance on its part.

127. In case of behaviour that impairs Afnic's quality of service to its customers and hinders the smooth operation of the tools available, Afnic reserves the right to take all protective measures to safeguard the technical environment.

128. Upon discovery of the incident, Afnic contacts the Registrar concerned using the identification details in this contract.

129. Afnic informs the registrar of the situation, the emergency measures taken and asks it to immediately take the corrective measures required for the return to normalcy.

130. Imposition of penalties helps ensure optimum quality in the services rendered.

### *Article 25 - Termination*

131. In case of a serious or repeated failure by the Registrar to fulfil an obligation which is not repaired within the lead-time set by Afnic, the latter shall automatically order the termination of this contract by registered letter with acknowledgement of receipt after a notice period of fifteen (15) days.

132. The Registrar can contact Afnic at any time to rectify the situation.

133. In the event of the transfer of a domain name from one registrar, whose registration contract has been terminated for non-performance of its contractual obligations, to another registrar, referred to as the "transferee registrar," the registration contract of the recipient registrar will be automatically terminated if:

- The officer(s) of each of these registrars is (are) the same and
- The officer(s) has (have) not paid, in whole or in part, to Afnic the amounts due or claimed by it for whatever reason.

### *Article 26 - Non-renewal of the contract by the Registrar*

134. The Registrar may terminate this Agreement by registered letter with acknowledgement of receipt sent to Afnic:

- ✓ At the time of the revision of the contract and / or invoicing schedule by or before 31 December of the current year. The termination shall take effect from 31 December of the current year;
- ✓ Before the expiry date of the current contract period, subject to compliance with a 30-day notice, by notifying Afnic of its wish not to renew the contract.

### *Article 27 - Consequences of the Termination of Contractual Relations*

135. Upon termination of the contractual relationship for any reason whatsoever (total or partial suspension in business activities, bankruptcy, assignment, termination for default, etc.) Afnic disables the account of the Registrar on the day of the effective cessation of contractual relations and removes its name from the list of Registrars available online.

136. The Registrar agrees to inform its customers that they need to select a new the Registrar for all the orphan domain names they hold.

137. It is the Registrar's responsibility to ensure the migration of the domain names it manages under this contract on or before the date of the termination of contractual relations.

138. Moreover, in case of expiration or termination of the contract for any reason, the customer shall have the right to request that the Registrar provide the customer with all the information it will need to prepare the migration of orphan domain names.

139. The Registrar assumes full responsibility for the claims and appeals of its customers in this respect.
140. Although it is not required to do so, Afnic may contact the Registrars' customers direct to advise them of the situation and ask them to choose a new Registrar. In this case, the Registrar shall bear the costs of any kind (including postage) corresponding to the steps taken by the Afnic in its place and stead.
141. The termination of contractual relations for any reason (total or partial cessation of activities, collective bargaining, transfer/assignment, termination due to breach, etc.) necessitates the immediate payment of amounts due, including any penalties as described above.
142. As of the date of cessation of contractual relations, the Registrar undertakes to return all the documents supplied by Afnic and to refrain from using the documents, codes and identifiers sent by Afnic. Unless these are returned within fifteen days (15 days) of the cessation of contractual relations, the Registrar undertakes to destroy all the documents supplied and to delete the identifiers allocated by Afnic. Moreover, the Registrar agrees to stop using any logo, trademark or other distinguishing sign of Afnic.
143. The removal of accreditation occurs automatically, without notice or notification, in the event of non-renewal or termination of the registration agreement.

## *Article 28 - Assignment of Agreement*

144. For reasons dictated by the proper administration of domain names in the naming zone organized by Afnic and in order to safeguard the interests of the Registrar's customers, the rights and obligations inherent to this contract may only be subject to a total or partial transfer for consideration under the following cumulative conditions:
- ✓ Afnic is given prior notice;
  - ✓ All the amounts due to Afnic by the original Registrar are fully paid and effectively collected by Afnic;
  - ✓ Afnic receives, via registered mail with acknowledgement of receipt, formal agreement the original Registrar and the Registrar that assumes responsibility for the terms of this contract;
  - ✓ The Registrar that takes over the contract is already accredited by Afnic in accordance with the provisions covering transfers in the Article entitled "Contract termination";
  - ✓ Afnic receives, within 30 days of the transfer/assignment, the new contract duly signed by the new Registrar including, in particular, its contact information;
  - ✓ The fate of all the domain names managed by the original Registrar is taken into consideration, and all the customers are notified regarding the change to be made by the latter.
145. Afnic may assign all or part of the rights and obligations defined in this contract to any legal entity of its choice, on condition that it informs the Registrar.

### *Article 29 - Nullity*

146. If one or more provisions of this Agreement are held to be invalid or declared as such under any law, regulation or following a final decision of a competent jurisdiction, the remaining provisions will continue to have their full effect and scope.

### *Article 30 - Headings*

147. In case of difficulty in interpreting any of the headings to any of the clauses in this Agreement, the headings are deemed to be non-existent.

### *Article 31 - Force Majeure*

148. Any case of force majeure shall suspend performance of this Agreement.

149. In cases of force majeure lasting longer than one (1) month, this Agreement shall be automatically terminated ipso jure, unless the parties agree otherwise.

150. Events that the French courts and tribunals typically deem to be cases of force majeure shall be expressly considered herein as cases of force majeure or accidents.

### *Article 32 - Independence of the parties*

151. The parties acknowledge that each of them acts on its own behalf as independent entities and are not considered to be agents of one another.

152. Neither of the parties may undertake anything in the name of and/or on behalf of the other party.

153. In addition, each party remains solely responsible for its actions, allegations, undertakings, services, products and staff.

### *Article 33 - Entire Agreement*

154. The registration contract, consisting of all the documents referred to in the article entitled "Contract Documents", stipulates all the obligations of the parties.

### *Article 34 - Good Faith*

155. The parties hereby agree to perform their obligations with the utmost good faith.

### *Article 35 - Genuineness*

156. The parties declare that the obligations in this contract are genuine.

157. As such, the parties hereby state that, to their knowledge, they possess no item which, if it had been communicated, would have changed the consent of the other party.

### *Article 36 - Notification*

158. The letters of notification and/or of formal notice or any other form of notification made pursuant to the provisions of the French Electronic Communications and

Telecommunications Act and to these terms and conditions will be sent to the addresses listed on the first page hereof.

159. Any change of address must be notified to the other party.

### *Article 37 - Language*

160. Only the French version of this agreement shall prevail between the parties.

### *Article 38 - Governing Law*

161. The provisions of this contract are governed by French law.

### *Article 39 - Jurisdiction*

162. In case of a dispute, and after attempts have been made to seek an out-of-court settlement, express jurisdictional authority is assigned to the District Court of Versailles, notwithstanding a plurality of respondents or a guaranteed appeal, even for urgent proceedings or protective urgent or on-demand proceedings.

### *Article 40 - Enforceability*

163. By obtaining accreditation, the Registrar becomes a customer of Afnic.

164. In the case of revision of the contract, Afnic shall address the revised version to the Registrar, in the form of its choice, no later than 1 December of each year.

165. The new contractual terms and conditions shall automatically apply from 1 January the following year, unless the customer terminates the contract within the time-frame allowed by the contract.

166. Pursuant to articles 1369-1 of the French Civil Code of Law, Afnic may send the new version of the contracts via electronic mail to the address indicated by the Registrar; or may disseminate, on-line within the section designated for the Registrars, the modified version of the contract by inviting the Registrars to connect to the Afnic website and to become familiar with its contents. Since it involves contractual relations between professionals, the decision has been made expressly to depart from all the rules which, in form and content, are set forth within the aforesaid articles.

### *Article 41 - Revision of this Agreement*

167. Whenever necessary, the terms of this contract may be revised by Afnic.

168. Afnic agrees to modify this contract no more than once per year, except in cases of:

- ✓ One of its deliberative bodies renders a specific decision; or
- ✓ The Minister in charge of electronic communications requests otherwise; or
- ✓ To reflect a change in the regulatory framework or the impact of a court order.

169. In this case, the new contract is sent to all the Registrars by Afnic in the form of its choice.

170. Unless denounced by the Registrars within 30 (thirty) days as of the date of the provision of the new contract, the new contractual conditions shall automatically apply.

### *Article 42 - List of Appendices*

171. The documents appended to this agreement are the following:

- ✓ Appendix 1: Invoicing Schedule;
- ✓ Appendix 2: SEPA Direct Debit Authorization;
- ✓ Appendix 3: “Appropriate safeguards for transfers outside the European Union”.