

REGISTRY – REGISTRAR AGREEMENT

Contract signed in: Riga, Latvia

Date: _____, _____

Registry Operator:	Institute of Mathematics and Computer Science, University of Latvia
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Represented by:	Executive director Katrina Sataki
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and

Registrar:

Represented by:

(hereinafter – Parties) agree to fulfil the obligations stated in this contract in regard to services provided with the registration of domain names in the top-level domain .lv (hereinafter – Contract).

1. TERMINOLOGY USED:

- 1.1. **Administrative contact:** the domain name holder or authorised person who is responsible for performing administrative functions related to the domain name usage.
- 1.2. **Domain name management:** domain name registration and maintenance services provided by the Registrar, including data updates and other activities related to domain name administration
- 1.3. **EPP:** an application interface based on the Extensible Provisioning Protocol (EPP) for the Registrar's automated access to the Registry Operator's services and domain name management.
- 1.4. **Policy:** the policy for acquisition of the right to use domain names under the top-level domain .lv, which covers domain name registration and usage under top-level domain „lv” and its generic second level domains (sub-domains), , the .LV Domain Name Dispute Resolution Policy, and the Rules for the .LV Domain Name Dispute Resolution Policy. Domain name registration policy and procedures under the generic second level domains .mil.lv and .gov.lv are defined by the institutions responsible for administration of these domains, and is not covered by the Policy.
- 1.5. **Registry Operator:** Institute of Mathematics and Computer Science of University of Latvia, which has created, maintains and updates the publicly available Registry containing information about the top-level domain .lv and ensures the continuous operation and availability of the domain name system to Internet users in Latvia and abroad.
- 1.6. **Registrar:** a person who has signed the Contract with the Registry Operator, and who provides domain name registration services by registering domain names as an authorised person on behalf of and in the interests of the Registrant.
- 1.7. **Registrant:** the domain name user who authorises the Registrar to perform activities with the domain name in the Registry.
- 1.8. **Registry:** the database of all domain names registered in the .lv top-level domain.
- 1.9. **System:** the NIC On-Line system in which the Registrar can register and manage domain names.
- 1.10. **Technical contact:** the person who has been appointed by the Registrar to perform technical functions related to the domain name usage.

2. CONTRACT OBJECTIVE

- 2.1. The Registry Operator and Registrar co-operate in order to provide domain name registration services in the top-level domain .lv for Internet users in Latvia and elsewhere.
- 2.2. The Registry, in accordance with this Contract, supplies the Registrar with specific co-operation guidelines in regard to domain name registration under the top-level domain .lv. These co-operation between the Parties covers:
 - 2.2.1. the review of domain name registration requests (registration) and domain name management;
 - 2.2.2. charges and payments for the right to use the domain name, as set out in Appendix No. 1 to the Contract.
- 2.3. Domain name registration and management services and other related services of the Registry Operator shall be provided in accordance with this Contract, the Appendices to the Contract, the Policy and the laws and regulations of the Republic of Latvia.

3. REGISTRY OPERATOR RIGHTS AND OBLIGATIONS

- 3.1. The Registry Operator has the right to:
 - 3.1.1. request that changes in the registration data and technical information be made by the Registrar, whom the Registrant has authorised to represent his/her/their interests;
 - 3.1.2. ask that, within a span of 30 calendar days, the Registrar confirms and provides documents and other information necessary to verify compliance with this Contract, the Policy and other binding documents;
 - 3.1.3. get in touch with the Registrant without the mediation of the Registrar if:
 - 3.1.3.1. the Registrar's operations are terminated and the continuous management of the domain name must be ensured;
 - 3.1.3.2. the Registrar has not paid on time for the domain name,
 - 3.1.3.3. the Registry Operator is unable to get in touch with the Registrar for 3 (three) working days;
 - 3.1.3.4. this is necessary to protect the Registrant's rights provided for in this Contract and the matter cannot be resolved through discussions between the Registrant and the Registrar;
 - 3.1.4. change the Registry Operator's technical requirements, procedures and payment procedures;
 - 3.1.5. suspend the Registrar's access to the System, EPP or other Registry services for a period of time no longer than 10 (ten) working days, giving prior notice to the Registrar, if the Registry Operator has grounds to believe that the Registrar has breached the Contract or the Policy;
 - 3.1.6. terminate the Contract if the Registrar has not rectified the identified breaches within the period mentioned in Article 3.1.5.
- 3.2. The Registry Operator is obliged to:
 - 3.2.1. ensure that domain names entered by the Registrar in the System or by means of EPP are immediately registered in the Registry and activated no later than within 30 minutes;
 - 3.2.2. provide an environment for the transfer and takeover of domain name management in accordance with the requirements of Article 5 of the Contract;
 - 3.2.3. include information on its website about the Registrar (name, link to home page) in the collective Registrar list;

- 3.2.4. consider the Registrar's suggestions about registration procedures and improvements of the System or EPP, and, when necessary, consult with other Registrars or the Internet users of Latvia;
- 3.2.5. ensure that ensure that, in the event of termination of the Registrar's activities, the domain names under its management are transferred to another Registrar (or Registrars) as soon as reasonably practicable, taking into account the interests of the Registrants and the Policy;
- 3.2.6. monitor compliance with the Contract and the Policy.

4. REGISTRAR RIGHTS AND OBLIGATIONS

- 4.1. The Registrar has the right to:
 - 4.1.1. after the Registry Operator has positively assessed the Registrar's application and the Contract has entered into force, use the access rights to the System and EPP in accordance with the procedures established by the Registry Operator;
 - 4.1.2. offer domain name registration services in the .lv top-level domain as an intermediary between the Registrant and the Registry Operator;
 - 4.1.3. act in relation to a domain name on behalf of the Registrant insofar as the Registrar is listed in the Registry as the manager of the relevant domain name and the relevant action is within the authorisation granted by the Registrant;
 - 4.1.4. take over or transfer domain name management in accordance with Article 5 of this Contract;
 - 4.1.5. submit suggestions for the improvement of registration procedures and technical solutions to the Registry Operator;
 - 4.1.6. include a Registry Operator-created logo on its website, which confirms the Registrar's status.
- 4.2. Registrar is obligated to:
 - 4.2.1. comply with the Contract and the Policy when registering domain names;
 - 4.2.2. register domain names to the factual holder's name (Registrant);
 - 4.2.3. ensure that the actions performed by the Registrar and the requests submitted to the Registry Operator are based on the will of the Registrant or its authorised person and are documented;
 - 4.2.4. ensure that current, true, accurate and verified information is provided and maintained in the Registry;
 - 4.2.5. make payment by the due date specified in the invoice issued to the Registrar;
 - 4.2.6. not use its status, access to the Registry or information obtained while providing domain name registration services in order to obtain unjustified advantages for itself or a third party in domain name registration or management;
 - 4.2.7. ensure the upkeep of technical information of domain names on its or a collaborator's DNS servers;
 - 4.2.8. implement and maintain the necessary technical and organisational measures required to ensure the security of the network and information systems used by the Registrar, and ensure that the Registrar's activities do not create unjustified cybersecurity risks, permit unauthorised access or data compromise, or cause other cybersecurity incidents that may affect the services provided by the Registrar or create a risk to the Registry Operator's System, EPP or Registry;
 - 4.2.9. ensure the Registrant's freedom to choose other Registrars or services provided by other service providers;

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- 4.2.10. co-operate with other Registrars in the registration of domain names, in accordance with Article 5 in this Contract;
- 4.2.11. process personal data of natural persons in accordance with Appendix No. 3 to the Contract;
- 4.2.12. without delay notify the Registry Operator of any breach of the Policy or disagreements in regard to the right to use a domain name , as well as security incidents that may affect the Registry Operator's operations or the security of registration data;
- 4.2.13. avoid unnecessarily overloading the System or EPP and refrain from actions that may endanger the secure operation of the Registry Operator or the Registry;
- 4.2.14. respects the Registry Operator's intellectual property rights, including copyrights, database maker's rights and rights in non-public know-how, and does not use, copy, disclose or otherwise exploit, beyond what is necessary for the performance of this Agreement, the Registry Operator's System, software, Registry, documentation, technical solutions, methodologies, processes, non-public information or other intellectual property without the Registry Operator's prior written consent.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1. Each Party is responsible for the proper performance of its obligations. If one of the Parties involves third parties including subcontractors, in the performance of the Contract, it remains fully responsible for the acts or omissions of such third parties to the same extent as for its own conduct.
- 5.2. If a third party makes a claim against the Registry Operator, commences court proceedings, administrative proceedings or other legal proceedings, or a competent authority takes action against the Registry Operator in connection with an unlawful act or omission of the Registrar or a breach of this Contract, the Policy or applicable laws and regulations, the Registrar shall:
 - 5.2.1. without undue delay inform the Registry Operator of the factual circumstances known to it that may be relevant to the examination of the claim or proceedings;
 - 5.2.2. at the Registry Operator's request, actively co-operate in resolving the claim or proceedings by providing explanations, documents, electronic records and other information in its possession;
 - 5.2.3. take reasonable measures to prevent or mitigate possible losses to the Registry Operator;
 - 5.2.4. compensate the Registry Operator for all direct losses, expenses and costs, including legal assistance costs, insofar as they are directly caused by the Registrar's unlawful act, omission or breach of the Contract, the Policy or applicable laws and regulations.
- 5.3. Neither Party shall be liable for indirect losses, loss of profit or other consequential losses, except where the losses have been caused intentionally or through gross negligence or where otherwise provided by law.
- 5.4. Neither Party shall disclose to third parties, without the other Party's prior written consent, information obtained during the conclusion or performance of this Contract, except where disclosure is required by applicable laws and regulations or by a binding decision of a competent authority.
- 5.5. The Parties are responsible for protecting the information and access credentials provided to them for the performance of this Contract and shall immediately inform the other Party of incidents that may affect the performance of the Contract or the security of the Registry.
- 5.6. If a breach of the Contract is identified, the Registry Operator has the right to:
 - 5.6.1. require the Registrar to rectify the breach;
 - 5.6.2. suspend the Registrar's access to the System or EPP;

5.6.3. terminate this Contract;

5.6.4. cancel the registration of the relevant domain name in the cases provided for in the Policy.

- 5.7. the Contract is terminated, the Registry Operator is not obliged to sign a new Contract with a person who previously breached the Agreement on Domain Name Registration Services in the .lv Top-Level Domain.

6. TRANSFER OF DOMAIN NAME MANAGEMENT

- 6.1. The registrant has the right to freely choose and change a Registrar.

- 6.2. The Registrar, when having received a request from a Registrant regarding domain name transfer from another Registrar, must:

6.2.1. be certain that the person requesting domain name transfer is the domain name holder;

6.2.2. initiate the domain name management transfer procedures;

6.2.3. accept the domain name transfer when the previous Registrar agrees to it.

- 6.3. The Registrar can transfer management of a domain name only when the other Registrar has initiated the domain name management transfer procedures.

- 6.4. When having received a request for a domain name management transfer:

6.4.1. the Registry will, without delay (in the span of 2 (two) working days), confirm the domain name management transfer;

6.4.2. if the Registrar has justified objections to the domain name management transfer, it has the right to delay the transfer, but must give notice to the Registrar requesting the domain name management transfer and the Registry Operator. After familiarising itself with the explanations of both Parties, the Registry Operator will make a decision, about which it will inform both Registrars.

- 6.5. The Registry Operator does not reimburse the fee paid by the Registrar for the remaining period use of the transferred domain name.

7. FORCE MAJEURE

- 7.1. The Parties are not liable for failure to fulfil any of their obligations if it can be proven that obstacles were present which neither could be controlled, nor foreseen at the time of the signing of the Contract. Conditions of this nature include, but are not limited to, cataclysms, floods, earthquakes, fires, military operations, strikes, inner conflicts, catastrophes, epidemics, and governmental or administrative rulings.
- 7.2. In the case of conditions mentioned in Article 7.1, the Party will send a notice to the other Party in the time span of 3 (three) days, and they will come to an agreement in writing regarding the further execution of Contract.
- 7.3. If one Party does not inform the other of such conditions in the manner and time span mentioned in Article 7.2, it loses the right to reference these conditions to relieve it of liability, and must cover the losses suffered by the other Party.
- 7.4. The existence of *Force majeure* conditions must be proven by the Party which alleges their existence.

8. CONFLICT RESOLUTION

- 8.1. Any conflicts regarding contractual obligations will be resolved with discussion. If, during the course of discussions, agreement cannot be reached, conflict between the Parties will be resolved in compliance with the Republic of Latvia's legal regulations.
- 8.2. During the process of resolution, both Parties agree not to be of detriment to any legal relationships that are a result of this Contract, nor to the interests of either Party or involved Registrants.

9. CONTRACT DURATION

- 9.1. This Contract is concluded remotely by using the Registry Operator's System. By authenticating in the System and indicating its agreement to the Contract, the Registrar submits an offer to enter into the Contract. The Registry Operator's acceptance shall be deemed to have been given when the Registrar is granted access to EPP or when the Registrar's account is activated in the System. Once both actions have been completed, the Contract shall be deemed concluded and shall remain in force until the end of the Registry Operator's authorisation, or until one of the Parties submits a written statement regarding the termination of contractual obligations, having given notice to the other Party at least 1 (one) month prior, or if the Contract is terminated in accordance with Article 3.1.6.
- 9.2. The Registry Operator shall retain information concerning the Registrar's agreement to the terms of the Contract and the date and time of such agreement. These System records shall constitute sufficient evidence that the Contract has been concluded.
- 9.3. This Contract is terminated immediately if the Registry Operator, for whatever reason, discontinues the maintenance of the top-level domain .lv.
- 9.4. This Contract is terminated immediately if the Registrar is liquidated in accordance with law. If the domain name management transfer to another Registrar providing domain name registration services has not taken place, the Registry Operator has the right to choose another Registrar to take over domain name management.
- 9.5. The Registry Operator shall inform the Registrar of amendments to the Contract by publishing the amended version of the Contract in the System and sending a notice to the e-mail address provided by the Registrar at least 30 calendar days before the amendments enter into force, unless laws and regulations or security considerations require a shorter period.
- 9.6. If the Registrar does not agree to the amendments, it has the right to terminate this Contract by giving written notice to the Registry Operator before the amendments enter into force. If the Registrar has not notified the Registry Operator of termination by the date on which the amendments enter into force and continues to use the System or EPP to provide domain

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name registration services after that date, the Registrar shall be deemed to have accepted the amendments.

10. OTHER REGULATIONS

- 10.1. Conditions not mentioned in the Contract will be resolved in compliance with the Republic of Latvia's legal regulations.
- 10.2. With the signing of this Contract, all previous discussions and suggestions are null, and the relationship of the Parties is regulated only by this Contract and respective normative acts.
- 10.3. Sections and their titles in the Contract only serve to make review more clear, and do not influence the explanations of any points of the Contract.
- 10.4. Both Parties resolve to inform one another of changes in contact information and other details within the span of 2 (two) work days.
- 10.5. All communications between the Parties are sent in accordance with the contact information listed in point 11 of this Contract.
- 10.6. Contract Appendices are integral parts of the Contract.
- 10.7. Two copies of the Contract have been drawn up and signed in English; one goes to each Party.

11. PARTY CONTACT INFORMATION

- 11.1. Registry Operator: Institute of Mathematics and Computer Science, University of Latvia

Legal address:	<i>Raina bulvaris 29, Riga LV-1459</i>
Registration No.:	<i>90002111761</i>
VAT registration No.:	<i>LV 90002111761</i>
Telephone:	<i>+37167085858</i>
E-mail:	<i>registrars@nic.lv</i>

- 11.2. Registrar:

Legal address:	
Registration No:	
VAT registration No:	
Telephone:	
E-mail:	
Contact person:	

Attached:

1. Payment procedures.
2. Registrar's professional operating requirements.
3. Personal data processing.

In the name of the Registry Operator:

In the name of the Registrar:

In Riga

PAYMENT PROCEDURES

1. At the beginning of each month, the Registry Operator automatically prepares and sends an invoice to the Registrar, which includes:
 - 1.1. the fee for the newly registered domain names in the previous month
 - 1.2. the fee for renewal of the right to use domain names for the next period in respect of domain names whose paid period of use expired in the previous month.
2. The Registrar is given a certain percentage discount from the fees for the use of domain names listed in the Policy. The registrar is given a discount on fees based on the following discount scale:
 - 2.1. A discount for the increase of the domain names included in Article 1.1: 35%;
 - 2.2. A discount for the total number of domain names managed by a Registrar, which is applied to the fee for the extension of registration rights for the domain names included in Article 1.2:

Number of domain names N_{total}	Discount calculation formula, %
> 50	35

N_{total} – the total number of domain names managed by the Registrar at the end of the previous month.

3. Payment is due within 15 calendar days from the invoice date.. Any objections regarding the invoice must be submitted in writing within 7 (seven) calendar days from the invoice date. The Registrar is responsible for paying the invoice in full within the term of payment specified in the invoice.
4. If the bill is not paid during the term of payment, the Registry Operator has the right to deny the Registrar's access to the Register.
5. If the Registrar does not pay the bill during the term of payment, the Registry Operator has the right to notify the Registrant, including sending a notification by e-mail, that the Registrar has not paid for the registered domain name.
6. If the bill is not paid during the term of payment, the Registry Operator will calculate late fees (0.5% of the sum, for every day that the payment is late) until the bill is paid in full. Late fees will be listed in the following month's bill, or will be drawn up as a separate bill.
7. The Registry Operator has the right to demand an advance payment in the amount of the average of three month's payments, having evaluated the previous payments of the Registrar (whether they are made on time, or in full), but must give notice one month prior.
8. Discounts will not be calculated if the Registrar does not comply with the Contract.

In the name of the Registry Operator:

In the name of the Registrar:

Appendix No. 2
For Contract No.
Date:

In Riga

REGISTRAR'S PROFESSIONAL OPERATING REQUIREMENTS

1. GENERAL PRINCIPLES

- 1.1. The goal of good practice guidelines is to outline the principles, requirements, and obligations that help raise the standards of the domain name system field, as well as to ensure quality service to clients. The purpose of the Registrar's professional operating requirements is to ensure the secure, reliable and high-quality provision of domain name registration services in the .LV top-level domain.
- 1.2. The Registrar shall act professionally, objectively, honestly, in good faith and without discrimination, and shall ensure equal treatment of all Registrants.
- 1.3. The Registrar shall ensure that its employees, authorised persons, subcontractors and other co-operation partners involved in the provision of domain name registration services comply with the requirements set out in the Contract. The Registrar is responsible for all actions, including those of its subcontractors who resell the Registrar's services.

2. INFORMATION TO THE REGISTRANT AND CONTRACT

- 2.1. The Registrar shall make publicly available information concerning the .LV top-level domain and the Policy.
- 2.2. Before registering a domain name, the Registrar shall inform the Registrant of the Policy and, when registering a domain name in the .LV top-level domain, shall ensure the Registrant's agreement to the Policy.
- 2.3. The Registrar shall explain that, by registering a domain name in the .LV top-level domain, the Registrant enters into:
 - 2.3.1. a service agreement with the Registrar;
 - 2.3.2. a contract for the right to use the domain name with the Registry Operator.
- 2.4. Before providing a service, the Registrar shall inform the Registrant of the related services provided by the Registrar, the procedures for receiving them, the applicable fees (including all costs relating to the domain name, including registration, renewal and maintenance) and the service commencement terms.
- 2.5. The Registrar shall inform the Registrant in due time of changes to the service conditions.

3. IDENTIFICATION AND AUTHORISATION OF THE REGISTRANT

- 3.1. Before executing any request, the Registrar is obligated to confirm the identity of the person acting on behalf of the Registrant, including making certain that the Registrant's (legal entity) authorised person's power of attorney is valid. The request can only be made by the Registrant's representative who has valid authorisation.
- 3.2. If a request is submitted by the Registrant's representative, the Registrar shall verify that person's right to represent the Registrant.
- 3.3. The Registrar shall retain evidence of the authorisation and the Registrant's consent insofar as necessary for the performance of the Contract or the fulfilment of obligations provided for by law.

4. QUALITY OF REGISTRATION DATA

- 4.1. The Registrar shall ensure that the data submitted to the Registry are true, accurate, complete and current.
- 4.2. The Registrar shall ensure that the registration data reflect the details of the Registrant and not those of the Registrar. A client's domain name may be registered in the Registrar's name only if the Registrant's written consent has been obtained and the Registrant has clearly expressed the wish to have the Registrar listed as the domain name holder.
- 4.3. As soon as the Registrar becomes aware of changes or inaccuracies in the data, it shall update the data in the Registry without undue delay.
- 4.4. If the Registry Operator gives notice of incomplete data or duplicate records, the Registrar shall take the necessary measures to correct them without undue delay.
- 4.5. The Registrar shall co-operate with the Registry Operator to ensure the accuracy of registration data and in verification processes in accordance with the Domain Name Registration Data Verification Policy in the .lv Top-Level Domain.

5. DATA ACTIONS RELATING TO A DOMAIN NAME

- 5.1. Having received a request from a Registrant and confirming their identity, the Registrar must, without delay (as soon as possible, or within the term specified in the Registrar's contract) execute the requested actions in regard to the Registrant's existing domain name.
- 5.2. Registrar shall ensure the updating of domain name data, transfer to another person, change of management and other actions in accordance with the Contract and the Policy.
- 5.3. If the right to use a domain name is not renewed, the Registrar shall in due time take the necessary actions to delete the domain name.
- 5.4. The Registrar is forbidden to demand a fee from the Registrant for breaking the contract if the Registrant chooses to move to a new Registrar or to register a domain name without intermediation in the Registry.
- 5.5. When receiving requests for information, the Registrar shall apply the Domain Name Data Disclosure Policy in the .lv Top-Level Domain.

6. REGISTRATION OF DOMAIN NAMES FOR THE REGISTRAR

- 6.1. The Registrar may not register domain names without the request of a Registrant.
- 6.2. The number of domain names registered in the Registrar's name must not exceed 5% of the domain names managed by the Registrar. This limit includes domain names registered under the Contract in the name of members of the executive body or shareholders of the Registrar's undertaking, or in the name of a group (affiliated) company.

7. TECHNICAL REQUIREMENTS

- 7.1. The Registrar must be technically competent, being able to successfully operate within the System or through EPP to create new registrations, update domain name data, transfer the right to use a domain name to another person and configure the technical data of name servers.
- 7.2. The Registrar shall use the System and EPP only for their intended purpose.
- 7.3. The Registrar must not overload the Registry Operator's network, causing the Registry Operator to be unable to provide services (for example, denial of service attack), or introduce any other solution that could jeopardise the operation or stability of the top-level domain .lv. The Registrar will avoid the automated processing or sending of large volumes of requests or data to the Registry, except in those cases when such reasonable volumes are necessary in order to register domain names or amend existing data.

7.4. The Registrar shall conduct its operations in a manner that maintains and promotes the reliability, security and reputation of the .LV top-level domain Registry and shall refrain from acts or omissions that may reasonably harm the reputation, reliability or secure operation of the Registry Operator, the .LV top-level domain or related services.

7.5. The Registrar shall co-operate with the Registry Operator in preventing security incidents.

8. PROFESSIONAL ETHICS

8.1. The Registrar shall not use its status, access to the Registry or information obtained while providing domain name registration services in order to obtain unjustified advantages for itself or a third party.

8.2. The Registrar shall not register or administer domain names without instructions from the Registrant.

8.3. The Registrar must not register domain names for a short term solely for the purpose of evaluating their commercial value and then abandon such domain names (domain name tasting).

8.4. The Registrar shall refrain from any action that may harm the reputation, security or reliability of the .LV top-level domain.

9. RETENTION OF DOCUMENTS

9.1. The Registrar shall retain documents and electronic evidence confirming the Registrant's requests, authorisation, agreement to the Policy and other actions relating to a domain name.

9.2. The Registrar shall retain documents and other evidence relating to the provision of domain name registration services no longer than necessary for the performance of this Contract or the fulfilment of obligations provided for by law, unless applicable laws and regulations require them to be retained for a longer period.

10. CO-OPERATION WITH THE REGISTRY OPERATOR

10.1. At the Registry Operator's request, the Registrar shall without undue delay provide information and documents necessary to verify compliance with the requirements of the Contract, the Policy or laws and regulations.

10.2. The Registrar shall co-operate with the Registry Operator in ensuring the quality of registration data, in verification processes and in resolving domain name system security incidents.

10.3. The Registrar shall in due time rectify non-compliance identified by the Registry Operator insofar as it falls within the Registrar's competence.

In the name of the Registry Operator:

In the name of the Registrar:

In Riga

PERSONAL DATA PROCESSING

This **Personal data processing** Appendix (hereinafter – Appendix No. 3) forms part of the Contract between the Registry Operator and Registrar (hereinafter - Parties). The Parties hereby agree that:

1. TERMINOLOGY USED

- 1.1. **Applicable Law:** European Union or member state laws with respect to Personal Data processing in respect of which the Registrar as personal data processor is subject to (including EU Directive 95/46/EC, as transposed into domestic legislation of each member state and as amended, replaced or superseded from time to time, including by the EU General Data Protection Regulation 2016/679 (hereinafter - GDPR)) and laws implementing or supplementing the GDPR.
- 1.2. **Personal Data:** any personal data processed by the Registrar on behalf of the Registry Operator pursuant to or in connection with the Contract;
- 1.3. **Services:** the services of domain name registration in the top-level domain .lv to be carried out by the Registrar on behalf of the Registry Operator pursuant to the Contract;
- 1.4. **Subprocessor:** subcontractors of the Registrar (including, but not limited to, resellers), who are approved by the Registry Operator;
- 1.5. The terms, "**Processor**", "**Controller**", "**Processing**", "**Third country**", "**Data Subject**", "**Personal Data**", shall have the same meaning as in the GDPR, and shall be construed accordingly.
- 1.6. Terms not otherwise defined herein shall have the meaning given to them in the Contract.

2. SUBJECT-MATTER

- 2.1. Whereas the Parties has concluded the Contract for provision of Services, the Registrar when managing .lv domain names can process certain Personal Data on behalf of the Registry Operator.
- 2.2. The Registrar and the Registry Operator agrees that provisions of Appendix No. 3 shall apply if and to the extent the Registrar acts as a Processor of Personal Data on behalf of the Registry Operator, eg:
 - 2.2.1. The Registrar is established in the European Economic Area (EEA) and provides Services involving the processing of Personal Data;
 - 2.2.2. The Registrar is established outside the EEA and provides Services involving the processing of Personal Data for registrants located in the EEA;
 - 2.2.3. The Registrar is located outside the EEA and provides Services involving the processing of non-EEA personal data, where Registrar engages a Subprocessor located within the EEA to process such Personal Data.

3. OBLIGATIONS OF THE PARTIES

- 3.1. Registrar shall:
 - 3.1.1. comply with all Applicable Law in the Processing of Personal Data;

3.1.2. not process Personal Data other than on the relevant Registry Operator's documented instructions unless processing is required by Applicable Law to which the Registrar is subject, in which case the Registrar shall to the extent permitted by Applicable Law inform the Registry Operator of that legal requirement before the relevant Processing of Personal Data.

3.2. Registry Operator shall:

3.2.1. cooperate with the Registrar in performance of the Appendix No. 3.

3.2.2. provide documented instructions on the Processing of Personal Data to the Registrar.

4. NATURE OF THE PROCESSING

4.1. The Processing of Personal Data in connection with delivery of Services is provided by means of information technology and communication infrastructure.

5. PURPOSE OF THE PROCESSING

5.1. Personal Data shall be processed by the Parties in order to provide Services to registrants of .lv domain names - including registration, renewal, transfer and cancellation.

5.2. Personal Data may be processed for other lawful purposes specified in the Registry Operator's documented instructions to the Registrar.

6. DATA MINIMISATION AND ACCURACY

6.1. The Parties process Personal Data provided during domain name registration process, acquired by transfer and updated during the term of the Service provision. The precise list of types of Personal Data processed and categories of data subjects is specified in the Registry Operator's documented instructions.

6.2. To ensure data accuracy, the Parties apply Guidelines of the precise and current data in Appendix No. 2 of the Contract.

7. CONFIDENTIALITY AND SECURITY

7.1. The Registrar undertakes to treat all Personal Data confidentially. Unless required otherwise by the Registry Operator, the Registrar shall not disclose any Personal Data to a third party other than:

7.1.1. Its own employees, subcontractors or their employees for whom such disclosure is reasonably necessary for the provision of the services and on condition that the persons to whom Personal Data may be disclosed are bound by obligations of confidentiality which correspond with those imposed on the Registrar by this Contract;

7.1.2. Insofar as required by Applicable Law.

7.2. Taking into account the state of technology, the costs of implementation, as well as the nature, scope, context and purposes for processing Personal Data, the Registrar shall take appropriate technical and organizational measures to prevent any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data.

8. SUBPROCESSING

8.1. The Registry Operator authorises the Registrar if necessary to outsource Subprocessors (including but not limited to resellers) provided that:

8.1.1. the Registrar and the Subprocessor have concluded a written processing agreement;

- 8.1.2. which imposes obligations to Subprocessor that correspond to those stipulated in this Contract.
- 8.2. The Registrar shall inform the Registry in documented manner about its Subprocessors and about any intended changes concerning the addition or replacement of other Subprocessors, thereby giving the Registry the opportunity to object to such changes.

9. ASSISTANCE IN COMMUNICATION WITH DATA SUBJECTS AND IMPACT ASSESSMENT

- 9.1. The Registrar shall cooperate with the Registry Operator and assist in:
- 9.1.1. the handling of requests from Data Subjects in exercising their rights under Applicable Law;
- 9.1.2. communication of a personal data breach to the Data Subject; and
- 9.1.3. the performance of a data protection impact assessment in connection with the provision of the Services under the Contract.

10. NOTIFICATION OF A BREACH IN CONNECTION WITH PERSONAL DATA

- 10.1. The Registrar shall inform the Registry Operator by means of written notice without undue delay but no later than 72 hours after becoming aware of a personal data breach, including information technology security incident, which accidentally or unlawfully leads to the destruction, loss, alteration, unauthorized disclosure or access to the personal data processed by the Registrar.

11. AUDIT

- 11.1. The Registrar shall provide the Registry Operator with all information that the Registry Operator needs to verify that the Registrar complies with its obligations under Appendix No. 3. If the Registry Operator so requests, the Registrar shall allow the Registry Operator or another auditor mandated by the Registry Operator to conduct an audit, including inspections, of the Registrar to ascertain that the latter complies with its obligations under Appendix No. 3.
- 11.2. The Registrar shall inform the Registry Operator immediately if, in its opinion, Registry Operator's instructions result in a violation of the Applicable Law.

12. TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

- 12.1. The Registry Operator may transfer Personal Data to the Registrar in a country outside the European Economic area (such a country being referred to as a Third Country), provided that:
- 12.1.1. The EU Commission has taken an adequacy decision concerning that Third Country is in accordance with the Applicable Law;
- 12.1.2. The Registrar has concluded an agreement with the Registry Operator which contains standard contractual data protection clauses approved by the EU Commission or by another competent governmental authority in accordance with the Applicable Law;
- 12.1.3. the Data subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the Data subject due to the absence of an adequacy decision and appropriate safeguards;
- 12.1.4. the transfer is necessary for the performance of a contract between the Data subject and the Registrar or the implementation of pre-contractual measures taken at the Data subject's request;

12.1.5. the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data subject between the Registry Operator and Registrar.

13. PERSONAL DATA PROCESSING DURATION AND STORAGE

13.1. During the term of the Contract the Registrar as a Processor has right to process Personal Data no longer than is necessary for the purpose of the provision of the Service unless Applicable Law requires storage of Personal Data.

13.2. Within 30 (thirty) days after the termination of the Service, the Registrar shall at the choice of the Registry Operator:

13.1.1. return all of Personal Data or part of it (domain name holder requests of domain name transfers) in the possession of the Registrar;

13.1.2. delete Personal Data in the possession of the Registrar unless Applicable Law requires storage of personal data;

13.1.3. provide the Registry Operator with a list of Personal Data that the Registrar is required to store in accordance with Applicable Law.

14. TERM AND TERMINATION

14.1. Appendix No. 3 shall remain in force as long as the Registrar provides Services under the Contract.

15. OTHER

15.1. If the Registrar is a natural person (a sole trader, self-employed person, etc.), by signing the Contract the Registrar confirms that it has been informed that the Registrar's data (first name, surname/name, e-mail address, telephone number, address, registration number/personal identity number) are publicly available in the list of Registrars and in the WHOIS service for the purpose of informing domain name applicants and users about current providers of intermediary services and enabling persons to communicate on matters concerning the resolution of technical, administrative or legal issues relating to domain names managed by the Registrar. The legal basis for the processing is Article 6(1)(b) of the General Data Protection Regulation.

In the name of the Registry Operator:

In the name of the Registrar:
