

REGISTRY-REGISTRAR AGREEMENT

Appendix No. 3

For Contract No.

In Riga

Date:

Personal data processing

This **Personal data processing** Appendix (hereinafter – Appendix No. 3) forms part of the Contract between the Registry and Registrar (hereinafter - Parties). The Parties hereby agree that the terms and conditions set out below shall be added to the Contract and replace the Article 3.2.9. of the Contract. Except as modified below, the terms of the Contract shall remain in full force and effect.

Terminology used

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EU Directive 95/46/EC, as transposed into domestic legislation of each member state and as amended, replaced or superseded from time to time, including by the EU General Data Protection Regulation 2016/679 (hereinafter - GDPR)) and laws implementing or supplementing the GDPR.
2. **Personal Data:** any personal data processed by the Registrar on behalf of the Registry pursuant to or in connection with the Contract;
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 pursuant to the Contract;
4. **Subprocessor:** subcontractors of the Registrar (including, but not limited to, resellers), who are approved by the Registry;
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.
6. Terms not otherwise defined herein shall have the meaning given to them in the Contract.

Subject-matter

7. 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.
8. The Registrar and the Registry 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, eg:
 - 8.1. The Registrar is established in the European Economic Area (EEA) and provides Services involving the processing of Personal Data;
 - 8.2. The Registrar is established outside the EEA and provides Services involving the processing of Personal Data for registrants located in the EEA;
 - 8.3. 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.

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Obligations of the parties

9. Registrar shall:
 - 9.1. comply with all Applicable Law in the Processing of Personal Data;
 - 9.2. not process Personal Data other than on the relevant Registry'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 of that legal requirement before the relevant Processing of Personal Data.

10. Registry shall:
 - 10.1. cooperate with the Registrar in performance of the Appendix No. 3.
 - 10.2. provide documented instructions on the Processing of Personal Data to the Registrar.

Nature of the processing

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

Purpose of the processing

12. 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.

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

Data minimisation and accuracy

14. 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's documented instructions.

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

Confidentiality and security

16. The Registrar undertakes to treat all Personal Data confidentially. Unless required otherwise by the Registry, the Registrar shall not disclose any Personal Data to a third party other than:
 - 16.1. 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;
 - 16.2. Insofar as required by Applicable Law.

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17. 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.

Subprocessing

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

- 18.1. the Registrar and the Subprocessor have concluded a written processing agreement;
- 18.2. which imposes obligations to Subprocessor that correspond to those stipulated in this Contract.

19. 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.

Assistance in communication with data subjects and impact assessment

20. The Registrar shall cooperate with the Registry and assist in:

- 20.1. the handling of requests from Data Subjects in exercising their rights under Applicable Law;
- 20.2. communication of a personal data breach to the Data Subject; and
- 20.3. the performance of a data protection impact assessment in connection with the provision of the Services under the Contract.

Notification of a breach in connection with personal data

21. The Registrar shall inform the Registry by means of written notice without undue delay after becoming aware of a personal data breach which accidentally or unlawfully leads to the destruction, loss, alteration, unauthorized disclosure or access to the personal data processed by the registrar.

Audit

22. The Registrar shall provide the Registry with all information that the Registry needs to verify that the Registrar complies with its obligations under Appendix No. 3. If the Registry so requests, the Registrar shall allow the Registry or another auditor mandated by the Registry to conduct an audit, including inspections, of the Registrar to ascertain that the latter complies with its obligations under Appendix No. 3.

23. The Registrar shall inform the Registry immediately if, in its opinion, Registry's instructions result in a violation of the Applicable Law.

Transfer of personal data to third countries

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24. The Registry 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:
- 24.1. The EU Commission has taken an adequacy decision concerning that Third Country is in accordance with the Applicable Law;
 - 24.2. The transfer falls within the scope of the EU-US Privacy Shield programme;
 - 24.3. The Registrar has concluded an agreement with the Registry which contains standard contractual data protection clauses approved by the EU Commission or by another competent governmental authority in accordance with the Applicable Law;
 - 24.4. 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;
 - 24.5. 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;
 - 24.6. the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data subject between the Registry and Registrar.

Personal data processing duration and storage

25. 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 Contract unless Applicable Law requires storage of Personal Data.
26. Within 30 (thirty) days after the termination of the Contract, the Registrar shall at the choice of the Registry:
- 26.1. return all of Personal Data or part of it (domain name holder requests of domain name transfers) in the possession of the Registrar;
 - 26.2. delete Personal Data in the possession of the Registrar unless Applicable Law requires storage of personal data;
 - 26.3. provide the Registry with a list of Personal Data that the Registrar is required to store in accordance with Applicable Law.

Term and termination

27. Appendix No. 3 shall enter into force on 25 May 2018 and shall remain in force as long as the Registrar provides Services under the Contract.

In the name of the Registry:

In the name of the Registrar:
