

*When you subscribe to one or more services of Metaregistrar, then you agree to the terms and conditions listed below. These terms and conditions govern the business relationship between Metaregistrar and recipients of its services.*

## 1 DEFINITIONS

- 1.1 **Account:** the login used by Customer to access the systems of Metaregistrar and the settings associated with this login.
- 1.2 **Data traffic:** digital information moving to and from the services that a customer uses at Metaregistrar (website, blog, email, etc)
- 1.3 **Domain name:** the address where a client's Website on the Internet can be found.
- 1.4 **E-mail Address :** address for exchanging electronic messages via the Internet.
- 1.5 **Customer:** the natural or legal entity that has made an agreement with Metaregistrar.
- 1.6 **Log-in procedure:** the procedure used by Metaregistrar in order to enable Customer to gain access to the systems of Metaregistrar.
- 1.7 **Reseller:** A legal entity registering domain names via the services of Metaregistrar;
- 1.8 **Registrar:** The legal entity registering domain names directly via a Registry
- 1.9 **Registry:** The legal entity that is allowed to maintain and register top-level domain names on the internet
- 1.10 **Registrant:** The person or legal entity that uses a Registrar or Reseller to register a domain name on the internet. The registrant is the legal owner of the domain name. Most registries do not allow registrants to register domain names directly.
- 1.11 **Admin Contact:** Also known as Admin-C, this is the administrative contact for a domain name, and legally allowed to make changes to the domain name ownership and registration
- 1.12 **Technical Contact:** Also know as Tech-C, this is the technical contact for a domain name, and legally allowed to make technical changes to the domain name. The Tech-C is not allowed to make administrative changes to a domain name
- 1.13 **Billing Contact:** This is the contact that pays for the domain name registration to the registry. In the majority of cases, the registrar is the Billing Contact for all domain names in its portfolio.
- 1.14 **Agreement:** the agreement between Metaregistrar and a customer on the basis of which Metaregistrar services are performed.
- 1.15 **Personal data:** any information concerning an identified or identifiable natural person.
- 1.16 **System:** computer and related equipment that Metaregistrar Customer access to the Internet.
- 1.17 **Metaregistrar Control Panel:** The back-end system that can be found via <https://control.metaregistrar.com> and, when logged-in, used to order, modify or cancel products
- 1.18 **Metaregistrar API:** The automated system that is used by the Metaregistrar Control Panel or Customers to process, modify or cancel product orders.
- 1.19 **Metaregistrar Services:** services provided by Metaregistrar carried out for the benefit of Customers.

## 2 GENERAL

- 2.1 These general conditions apply to all legal relations between Customer and Metaregistrar, except for the agreements where Parties have expressly amended these conditions in writing.
- 2.2 All offers made by Metaregistrar shall be free of obligation unless the offer in writing explicitly indicates differently. Any general terms or purchasing conditions of Customer are explicitly rejected.

- 2.3 The agreement is established at the moment Customer uses the Metaregistrar Control Panel or Metaregistrar API to order or modify products. Metaregistrar is entitled to refuse a prospective customer.
- 2.4 Metaregistrar is at all times entitled to change the terms and conditions. Changes may also apply with regard to existing agreements. Changes will be effective one (1) month after publication in the manner as referred to in article 3.2. If Customer does not agree with the changes, Customer has the right to terminate the agreement on the date on which the amended terms become effective, by way of derogation from art. 9.1, from the time the changes are made public until the changes become effective.

## 3 FEES

- 3.1 Customer will pay a fee to Metaregistrar that is dependent on the delivered services. All prices are exclusive administration cost and any additional levies and/or duties, unless otherwise specified in the agreement or otherwise.
- 3.2 Metaregistrar is at all times entitled to change the amount of the fees and other costs. The changes shall be communicated to Customer no later than one (1) month before they take effect. If Customer does not agree with the changes, Customer has the right to terminate the agreement on the date on which the new pricing becomes effective, by way of derogation from art. 9.1, from the time the changes are made public until the changes become effective.
- 3.3 For this purpose, Metaregistrar lists its fees for creation, transfer or restore from quarantine on the contact page of its website: <https://www.metaregistrar.com/contact>

## 4 PAYMENT

- 4.1 Subscriptions to Metaregistrar services are paid for 12 months, regardless of the type of subscription. Paid amounts are non-refundable unless expressly stated elsewhere specified in these terms and conditions.
- 4.2 The fees payable are fulfilled via a bank debit, via iDeal or by means of a credit card payment. Payments must be credited to the bank account of Metaregistrar within 14 days after the invoice date.
- 4.3 If Customer does not pay within the period as stated in article 4.2, he is legally in breach and he will owe legal interest for the invoice amount without further notice or reminder. Metaregistrar reserves the right to add a reminder fee to each invoice. Metaregistrar reserves the right to transfer claims to a third party. All reasonable costs for extrajudicial actions are for the account and risk of Customer. Metaregistrar may also annul the agreement immediately to its own choice and remove or block the domain of Customer or close the Account closing/ free domain or account as a result of late payment.
- 4.4 In the case of possible refunds Metaregistrar reserves the right to deduct an amount that equals bank fees or similar charges relating to the reimbursement to Customer.

## 5 OBLIGATIONS OF METAREGISTRAR

- 5.1 Metaregistrar is committed as a good service provider to take care of:
- Proper and immediate domain name registrations
  - Immediate processing of alterations to domain names and objects connected to domain names
  - The provision of connection to the system laid down in the agreement to Customer for the Metaregistrar services
  - To establish and maintain the connections that can be made through the system using the Internet;
  - The security of (personal) data stored by Metaregistrar

- 5.2 Metaregistrar cannot guarantee unimpeded access to the system and the Internet. Neither can Metaregistrar guarantee that services can be used at all times
- 5.3 Auto-renewal policy: Domain names registered via the Metaregistrar Control Panel or Metaregistrar API are renewed automatically every period (month, quarter or year) until Customer indicates otherwise, that is: Customer cancels the domain name with immediate effect or Customer switches auto-renew off. In the latter case, domain names will not be renewed and automatically cancelled when the expiration date has passed.
- 5.4 Deletion and restoration policy: When domain names have been cancelled and Customer requests a restore of the domain name, additional fees may apply, depending on the restore fees of the domain name registry or third party in question.
- 5.5 Metaregistrar is not liable for the operation of the telecommunications infrastructure and the associated third party peripherals or for non-fulfilment of obligations of third parties that Metaregistrar uses to perform the its services.

## **6 OBLIGATIONS OF THE CUSTOMER (TERMS OF USE)**

- 6.1 When using the Metaregistrar Services or products ordered or maintained via Metaregistrar, Customer will behave in accordance with the behaviour that can be expected from a responsible and careful Internet user.
- 6.2 Customer shall inform Metaregistrar as soon as possible via the Metaregistrar Control Panel or the Metaregistrar API of changes in relevant data. These changes are automatically propagated to by Metaregistrar to the parties that govern the registrations of the concerning domain names .
- 6.3 Customer is liable for all uses (also by any third parties) through his Account of the Metaregistrar Services.
- 6.4 Customer refrains to hinder other customers or Internet users or cause damage to the system. It is prohibited for Customer to process or program -whether or not to use via the System- procedure which Customer knows or might reasonably suspect that this will hinder or harm Metaregistrar, other customers or Internet users.
- 6.5 Customer is not permitted to use the system and the disk space for actions and/or conduct that is contrary to applicable legal provisions, provisions in the relevant Request for Comments (RFC), the directives of the Advertising Code Commission, the agreement or these general conditions. This includes, but not exclusively, the following acts and behaviours:
- large quantities of unsolicited sending of email with the same content and/or large numbers of unsolicited in internet newsgroups posting a message with the same content ('spamming');
  - violate intellectual or industrial property rights (including database rights) of third parties;
  - the disclosure or distribution of (child) pornography;
  - sexual harassment or harassment of persons;
  - unauthorized intrusion of other computers or computer systems on the Internet ('hacking').
- In case this article is violated, Metaregistrar reserves the right to inform the relevant authority and to pass customer details to that authority. Metaregistrar reserves the right to require payment for the work it has done to such information to the relevant authority.
- 6.6 Customer is not permitted to transfer his or her Account, or other contractual rights to third parties or to make them available to be used by third parties, unless expressly permitted in writing by Metaregistrar.
- 6.7 Metaregistrar is entitled to suspend connection to their systems immediately, without any compensation to Customer and without further notice to customer, suspend or further conditions to this connector, if and as long as Customer is acting (or suspected to be doing this) is contrary to the requirements of articles 6.1 to 6.5.
- 6.8 Customer indemnifies Metaregistrar against all claims of third parties in respect of damages or otherwise, in any way originated by customer's use of the Account, the-system or the

Internet, or by the failure of Customer to meet its obligations under the agreement or these general conditions.

## **7 INTELLECTUAL PROPERTY RIGHTS**

- 7.1 All rights of intellectual or industrial property (database rights included) on the Metaregistrar services and all developed materials such as documentation and tenders under the agreement, as well as preparatory material thereof, are owned exclusively by Metaregistrar or its licensors. Customer obtains only the usage rights and powers associated with these terms and conditions or otherwise expressly granted and the remainder he will the Metaregistrar services and/or all materials developed under the agreement do not reproduce or manufacture copies thereof.
- 7.2 Customer shall indemnify Metaregistrar against any legal claim which is based on the assertion that materials developed by Metaregistrar itself infringe an intellectual or industrial property right applicable in Netherlands, under the condition that Customer informs Metaregistrar forthwith in writing about the existence and the content of the legal proceedings and the handling of the case, including the adoption of any settlements.
- 7.3 Customer will provide the necessary proxies, information and cooperation to Metaregistrar to defend against legal actions, if necessary in the name of Customer.
- 7.4 This indemnification obligation shall lapse if and insofar as the relevant infringement related to changes that Customer has made himself or by in the materials by third parties.
- 7.5 If it is certain that materials developed by Metaregistrar itself infringe any right belonging to a third of intellectual or industrial property or if, in the opinion of Metaregistrar, a good chance exists that such a breach occurs, Metaregistrar will:
- make sure that Customer can continue to use other materials; or
  - is entitled to terminate the agreement, crediting the fee paid by Customer as referred to in article 3 after deduction of reasonable usage fee.
- 7.6 Any other or more extensive liability or indemnification obligation of Metaregistrar for breach of rights of intellectual or industrial property of third parties is excluded, including liability and indemnification obligations of Metaregistrar for infringements that are caused by the use of the materials in a modified form, not Metaregistrar not in coherence with business or delivered or by Metaregistrar provided software or in a manner different from that for which the materials are developed or provided by Metaregistrar intended.

## **8 LIABILITY**

- 8.1 The use the Services of Metaregistrar is entirely at his/her own risk. Metaregistrar cannot be held responsible for the content, accuracy, legality, completeness, lawfulness etc. of the information Customer receives or transmits over the Internet. Metaregistrar can therefore not be held liable for losses - direct or indirect,-immaterial desecration or other circumstances resulting from the use of information found on the Internet.
- 8.2 Metaregistrar is in no way liable for damages that-by Customer suffers by shortcomings of Metaregistrar in the implementation of the agreement. In particular, Metaregistrar shall not be liable for losses or other circumstances that may arise as a result of the non-availability of access to services or information on the internet, a defect in the security of stored data of Customer, acts of other customers or Internet users, changes in dial-up numbers, log-in procedure, Account and Email address, regardless of the reasons for this.
- 8.3 Customer shall indemnify all through Metaregistrar used registries of top-level domain names, partners and intermediaries between Metaregistrar of all liability relating direct or indirect damage, consequential damage, loss of profit, missed savings opportunities or resulting from the provision of the services, changes in legislation or the conditions of the registries or intermediaries. Also all the staff and owners of the above services or companies cannot be held liable for any damage resulting from the unavailability of services.

- 8.4 Liability of Metaregistrar for indirect damages, including consequential damage, loss of profit, missed savings and damage due to business stagnation is excluded.
- 8.5 Metaregistrar does not accept liability for any loss of personal data, including the loss or damage of installed software, etc.
- 8.6 Metaregistrar does not accept liability for access that is acquired by unauthorized persons to the data or systems of Customer or damage as a result.
- 8.7 Customer is responsible for all costs relating to orders for services via the internet and the use of payment systems on the internet.
- 8.8 Upon termination/removal/deletion of a domain name the future activities of the domain no longer fall under the responsibility of Metaregistrar and Metaregistrar can also no longer be liable.
- 8.9 Customer who violates his obligations under the agreement or these general conditions is liable for all damage resulting therefrom for Metaregistrar.
- 8.10 Under no circumstance is Metaregistrar liable for more than the yearly revenue of Customer.

## **9 DURATION and TERMINATION of the AGREEMENT**

- 9.1 The Agreement becomes effective for the period laid down in the agreement. The agreement will be renewed silently with a same term, unless one of the parties cancels the agreement not later than one month before the end date of the agreement. Termination of the agreement is possible via e-mail or via the website of Metaregistrar, the notice period commences on the day on which Metaregistrar received confirmation of the termination. Once Metaregistrar receives a termination request, Customer is automatically informed of the receipt within eight (8) days displayed on the online support page of Customer. If Customer can not see such a confirmation within eight days at his/her support page, he/she must send a new termination request.
- 9.2 If Metaregistrar chooses to terminate a specific type or special service, they will use a notice period of one (1) month. In such cases, prepaid amounts will be refunded for the time the agreement is not used.
- 9.3 Where Metaregistrar makes changes that depreciate Services significantly, Customer is entitled to cancel his/her service (s) with a notice period of one (1) month. The unused portion of prepaid amounts will be refunded.
- 9.4 Notwithstanding the provisions of article 9 paragraphs 6 and 7 to each of the parties the power to rescind the agreement only upon the other party, after a proper written notice of default as detailed as possible and where a reasonable time of the imputably in the performance of essential obligations under the agreement.
- 9.5 If Customer does not, not timely or not properly satisfy any obligation under the agreement or the general conditions, or if it is subject to serious doubt whether Customer is able to comply with his contractual obligations towards Metaregistrar, Metaregistrar is entitled, without prior notice or judicial intervention, either to suspend or rescind its service(s) in whole or in part, this without any compensation. Metaregistrar will not be held liable and is without prejudice to the other rights to which further to Metaregistrar.
- 9.6 Metaregistrar is entitled without further notice or judicial intervention to terminate the agreement with immediate effect and to discontinue the Metaregistrar Services if:
  - Customer has passed false and/or incorrect personal data concerning him to Metaregistrar;
  - Customer has entered into the Agreement under false pretences;
  - Customer is in breach of article 6.1 to 6.8;
  - Customer is suspended in respect of bankruptcy;
  - Customer (whether or not provisional) suspension of payment is granted;
  - the business of Customer shall be terminated otherwise than for the purposes of reconstruction or amalgamation of enterprises.

- 9.7 After termination or dissolution of the agreement the right to use the Services, as referred to in article 5 will immediately cease to exist and the connection to the system provided to Customer by Metaregistrar immediately be decommissioned. Customer shall immediately cease use of the system and of the Metaregistrar Services.
- 9.8 After termination or rescission of the contract by Customer Metaregistrar will retain data of websites, databases, mail systems for thirty (30) days before destroying the data, unless these personal data necessary for the settlement of the contract or where Metaregistrar is about this personal information otherwise entitled. Metaregistrar reserves the right to retain data as evidence for possible future claims and procedures.
- 9.9 Other Customer information may be retained longer than thirty (30) days, depending on local fiscal laws, but not longer than the law requires.

## **10 METAREGISTRAR SERVICES**

- 10.1 Metaregistrar provides, commissioned by Customer and against payment of a fee, the registration of domains in the institution entrusted with the issue of said domain names. Domain names are registered under the proper name of Customer. Therefore, Metaregistrar acts only as an intermediary and accepts no liability. Customer should be aware that his contact data or the data of its clients may be published via a WHOIS service. Metaregistrar may in no case be held liable for loss suffered during registering the domain name.
- 10.2 The choice of the domain name is for the account and risk of Customer and Metaregistrar accepts no liability in respect of choice and use of the domain name. Customer is aware that the possibility exists that Metaregistrar is obliged through a court order laid down by Customer to remove, change or adapt a domain name. Customer is also aware that if Metaregistrar is sued or if there is the threat of a lawsuit in connection with a domain name of Customer, Customer can turn to Metaregistrar to harmless and safeguarded.
- 10.3 In case there are domains ordered incorrectly (typos, name errors or something similar) the registration fee will not be refunded. Metaregistrar however will attempt to correct the domain name as long as the registration has not yet taken place. Where Metaregistrar is responsible for sending an incorrect ordering a domain, Metaregistrar will offer registration expenses or registration with the correct domain name.
- 10.4 Regarding domain registration, Customer agrees that he/she provides: (1) recent, complete and accurate information of itself or its client which is necessary for the registration process and (2) keep on managing this information to be complete and accurate. It is the sole responsibility of Customer to update information regarding address changes to propagate to Metaregistrar (via the Metaregistrar Control Panel).
- 10.5 Customer declares to complete registration of the domain name that the statements in its application are the truth and that the domain name registration insofar as Customer is aware, not in conflict with or violates the rights of third parties. Customer also declares that the domain name is not registered for one or more illegal purposes.
- 10.6 Customer is allowed to upload, store, publish, display and distribute information, text, photos, videos and other content on or through the Services. This Content includes any content posted by Customer or by users of any of Customers websites hosted through the Services. Customer is solely responsible for any and all Content and any transactions or other activities conducted on or through Websites. By posting or distributing User Content on or through the Services, Customer represents and warrants to Metaregistrar that (i) Customer has all the necessary rights to post or distribute such Content, and (ii) Customers posting or distribution of such Content does not infringe or violate the rights of any third party.
- 10.7 Metaregistrar exercises no control over, and accepts no responsibility for the content of any information passing through Metaregistrar's computers, network hubs and points of presence or the Internet. Metaregistrar does not monitor Content. However, Customer acknowledges and agrees that Metaregistrar may, but is not obligated to, immediately take any corrective action in Metaregistrar's sole discretion, including without limitation removal

of all or a portion of the Content or Websites, and suspend or terminate any and all Services without refund if Customer violates the terms of this Agreement.

- 10.8 Metaregistrar may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. Metaregistrar does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider.

## **11 SPECIAL CONDITIONS for INDIVIDUAL DOMAIN EXTENSIONS**

- 11.1 Customer is aware that different domain extensions have different rules, and that parties used by Metaregistrar to create or maintain domain names may have additional rules that apply to this domain name registration.
- 11.2 For this purpose, Metaregistrar lists additional terms and conditions for certain domain extensions on the contact page of its website: <https://www.metaregistrar.com/contact>
- 11.3 When registering or making use of a domain name with one of the extensions as mentioned on the web page of par 11.2, Customer will adhere to the terms and conditions that apply to the use of domain names with this extension.

## **12 COMPLAINTS**

- 12.1 Metaregistrar is committed to adequately handle and respond to complaints regarding the Metaregistrar Services as well as possible and to improve the Metaregistrar Services.
- 12.2 Filing a complaint leaves Customer without prejudice to the other obligations.

## **13 MANAGEMENT of the SYSTEM**

- 13.1 Metaregistrar is entitled to put the Services (temporarily) out of service without prior notice or to restrict its use to the extent reasonably necessary for maintenance or needed to carry out modifications to the systems of Metaregistrar or to make improvements of the system, without causing a right to damages of Customer towards Metaregistrar arises.
- 13.2 Metaregistrar is entitled at any time to make changes to the log-in procedure, the account and in the email addresses, without being entitled to any compensation of Customer towards Metaregistrar. Metaregistrar will notify Customer in such a case as soon as possible of the changes.

## **14 SECURITY AND PRIVACY**

- 14.1 By entering into an agreement with Metaregistrar Customer gives consent to process his/her personal data to assist the implementation of the agreement and the Administration and the management tasks of Metaregistrar. This personal data is only accessible for Metaregistrar and will not be disclosed to third parties, unless Metaregistrar is required to do this to under the law or a judicial decision.
- 14.2 Metaregistrar will refrain from inspection of (personal) email and/or files from customers and will not make them available to third parties, unless Metaregistrar is required to do so under the law or a judicial decision, or in the case Customer acts (or is suspected to act) is contrary to article 6.1 to 6.8 of these general conditions.
- 14.3 Where Metaregistrar processes personal data for the benefit of Customer, Metaregistrar will store of personal data within the meaning of the General Data Protection Regulation (GDPR). The Data Processing Agreement as found in Appendix 1 of these Terms and Conditions governs all personal data that is processed by Metaregistrar.

- 14.4 If by Customer transports personal data through the Metaregistrar Services to countries outside the European Union, Customer shall indemnify Metaregistrar against all legal claims of third parties that are based on the assertion that these personal data are carried out in contravention of the provisions of the GDPR.
- 14.5 Metaregistrar will implement appropriate technical and organizational measures in order to protect personal data against loss or against any form of unlawful processing. These measures ensure an appropriate level of security in relation to the risks inherent in the processing and the nature of data to be protected, taking into account the State of the technical situation and the cost of implementation.

## 15 FORCE MAJEURE

- 15.1 Force majeure are all external causes which were not reasonably foreseeable and as a result of which Metaregistrar is not able to fulfil its obligations towards Customer. This includes, but not exclusively, faults in the Internet connection, breakdowns in telecommunications infrastructure and faults in networks as well as non-accountable shortcomings of third parties whose Metaregistrar themselves with the performance of the services.
- 15.2 Metaregistrar has the right to invoke force majeure if the circumstance that prevents (further) fulfilment occurs after Metaregistrar should have honoured its commitment.
- 15.3 During force majeure the delivery and other obligations of Metaregistrar are suspended. If the period during which force majeure by fulfilment of the obligations is not possible by Metaregistrar lasts longer than two (2) weeks, each of the parties is authorized to dissolve the agreement without judicial intervention, without the other party having any right to compensation.

## 16 OTHER

- 16.1 The subscriber to Metaregistrar services must be 18 years or older, or obtain permission from parents and/or caregivers.
- 16.2 Subscribing to a service of Metaregistrar includes automatic registration of the name, address and email address of Customer in the mailing list of Metaregistrar. Customers who do not wish to be registered in this way can opt-out of the mailing list by clicking the applicable link in the mail received.
- 16.3 Metaregistrar offers phone and e-mail support. Questions regarding support are answered via e-mail within 24 hours. Questions regarding the sale and payment are also, if possible, answered within 24 hours on working days.
- 16.4 In connection with the sale or other transfer of all major parts of the operations or assets of Metaregistrar, the latter has the right to transfer subscription/customer subscriptions without notice to a third party, as well as the rights and obligations that Metaregistrar has as mentioned in the General conditions.
- 16.5 On each agreement and these general conditions only Dutch law applies. The judge in the arrondissement's Gravenhage has exclusive jurisdiction to hear disputes arising out of, or related to agreements, without prejudice to the right of parties to request a provision in interlocutory proceedings.
- 16.6 If one or more provisions of these general terms and conditions are void or voidable, let this shall not affect the validity of the remaining provisions. In case of invalidity of one or more provisions of these conditions parties will be bound by rules that correspond far as possible, that cannot be nullified.



## Appendix 1

# Data Processing Agreement

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This Data Processing Agreement is an attachment to the Metaregistrar General Terms and Conditions and describes the agreements regarding the processing of personal data. All definitions as described in the Metaregistrar General Terms and Conditions have the same meaning, in singular as well as in plural, in this Data Processing Agreement.

Whereas:

- Customer sends personal data of domain name registrants and contacts to Metaregistrar;
- Where reference is made to terms or provisions in the WBP, this shall be taken as from May 25th 2018 to refer to the corresponding terms and provisions in the General Data Protection Regulation (hereinafter referred to as: "GDPR").
- Customer wants to have certain forms of processing performed by Metaregistrar for the fulfilment of the services provided by Metaregistrar;
- Metaregistrar is prepared to do so and is also prepared to fulfil obligations concerning protection and other aspects of the GDPR, to the extent that this is within its control;
- Customer can be designated as a responsible party within the meaning of Article 1 under d of the GDPR;
- Metaregistrar can be designated as a data processor within the meaning of Article 1 under e of the GDPR;
- The Parties want to lay down their rights and obligations in writing by means of this data processing agreement (hereinafter referred to as: "Data Processing Agreement").

The Parties have agreed as follows:

### 1. OBJECTIVES OF PROCESSING

Metaregistrar undertakes to process personal data on the instructions of Customer under terms and conditions of this Data Processing Agreement. Processing will take place exclusively within the scope of the execution of the Service, the objectives connected thereto, and those objectives that are stipulated by further agreement. By registering domain names for certain top-level domains, Customer itself determines which (types of) personal data will have to be processed by Metaregistrar and which (categories of) parties involved these personal data will pertain to; Metaregistrar cannot influence this. Customer can influence this by choosing not to use a certain top-level domain.

Metaregistrar will not process the personal data for any other objective than those determined by Customer.

The personal data to be processed on the instructions of Customer remain the property of Customer and/or the parties involved in question.

Customer guarantees that all obligations resting with Customer arising from the GDPR are fulfilled when processing personal data. Customer holds Metaregistrar harmless against all claims related to Customer's failure to comply or properly comply with the GDPR.

## **2. METAREGISTRAR'S OBLIGATIONS**

Regarding the processing referred to in Clause 1, Metaregistrar will ensure compliance with the applicable laws and regulations, including in any case the laws and regulations in the sphere of personal data protection, such as the GDPR.

Metaregistrar will inform Customer, on its first request in that regard, about the measures it has taken regarding its obligations under this Data Processing Agreement, and the GDPR.

Metaregistrar's obligations arising from this Data Processing Agreement also apply to those that process personal data on the authority of Metaregistrar, including but not limited to employees, in the broadest sense of the word.

## **3. TRANSFER OF PERSONAL DATA**

Metaregistrar can process the personal data in countries within or outside the European Union. All processing of data will occur with regard to applicable data protection and privacy laws.

Upon request, Metaregistrar will report to Customer the country or countries in which the personal data are being processed. Metaregistrar will update the list and inform Customer accordingly if there is a change in the third parties called in by Metaregistrar.

Customer has the right to object to data processing outside the European Union if there are sound reasons to do so. In that case, the Parties will enter into consultation in order to find a common solution.

## **4. DIVISION OF RESPONSIBILITY**

The authorised processing of data is performed in a fully automated manner under the control of Metaregistrar.

Metaregistrar is merely responsible for the processing of personal data under this Data Processing Agreement, in accordance with the instructions of Customer and under Customer's responsibility. Metaregistrar is explicitly not responsible for the other processing of personal data, including in any case but not limited to the gathering of the personal data by Customer, processing for purposes not reported by Customer to Metaregistrar, processing by third parties and/or for other purposes.

Customer guarantees that the content of, the use of, and the instructions for the processing of the personal data as referred to in this Data Processing Agreement are not unlawful and do not constitute a violation of any rights of third parties.

## **5. DATAPROCESSOR**

Customer authorises Metaregistrar to make use of third parties in the processing of personal data pursuant to this Data Processing Agreement, with due regard for the applicable privacy laws. Customer has the right to object to third parties called in by Metaregistrar if there are sound reasons to do so. In that case, the Parties will enter into consultation in order to find a common solution.

Metaregistrar will in any case ensure that these third parties will assume the same duties as those agreed between Customer and Metaregistrar.

## **6. SECURITY**

Metaregistrar will make an effort to take adequate technical and organisational measures pertaining to the processing of personal data to be performed, against loss or any form of wrongful processing such as unauthorized access, impairment/infringement, change or provision of the personal data).

Inspection of the Information Security Policy is made possible in order to provide Customer with insight in the security measures taken by Customer. The Information Security Policy can be consulted via <https://www.metaregistrar.com/contact>.

Metaregistrar does not guarantee that the security is effective under all circumstances. If a security measure explicitly described in this Data Processing Agreement is missing, then Metaregistrar will make an effort to have the security meet a level that is not unreasonable in view of the state of technology, the sensitivity of the personal data, and the cost connected with providing the security.

Customer only makes personal data available to Metaregistrar for processing, if it has assured itself that the required security measures have been taken.

## **7. DUTY OF REPORT**

In the event of a security leak and/or data leak (infringement of the security of personal data that results in a significant chance of adverse consequences, or that has adverse consequences, for the protection of personal data), Metaregistrar will inform Customer thereof as soon as possible, but in any case within twenty-four (24) hours after Metaregistrar has become aware of the leak. Customer assesses whether or not it will inform the regulator and/or the parties involved. Customer is responsible for fulfilling potential legal duties to report.

The duty to report involves in any case reporting the fact that there has been a leak, as well as the following information in so far as known to Metaregistrar:

- what the (alleged) cause is of the leak;
- contact information for following up the report;
- what the intended measures and/or measures already taken are
- for plugging the leak and for limiting the consequences thereof.

If Metaregistrar did not yet dispose of all of the above information at the time of the report, then Metaregistrar will forward the missing information as soon as possible.

## **8. HANDLING INVOLVED PARTIES' REQUESTS**

In the case in which an involved party addresses a request for inspection, or for improvement, change or protection, to Metaregistrar, then Metaregistrar will forward the request to Customer, and Customer will further process the request. Metaregistrar can notify the involved party thereof. Metaregistrar will provide its cooperation, if Customer requires this, if it turns out that Customer needs Metaregistrar's assistance for fulfilling a request of an involved party.

Metaregistrar can charge the costs for processing the request on to Customer.

## **9. CONFIDENTIALITY**

An obligation of confidentiality towards third parties is attached to all personal data received by Metaregistrar from Customer and/or gathered by Metaregistrar within the scope of this Data Processing Agreement.

This obligation of confidentiality does not apply to the extent that Customer has granted its explicit permission to provide the information to third parties, if the provision of the information to third parties is logically necessary in view of the nature of the instruction given and the fulfilment of this Data Processing Agreement, or if there is a statutory obligation to provide the information to a third party.

## 10. CONTROL AND AUDIT

Customer has the right to have audits performed by an independent registered EDP auditor bound to confidentiality for verification of the fulfilment of the obligations concerning security (Par 6) and reporting data leaks (Par 7) of this Data Processing Agreement.

This audit takes place exclusively if there is a concrete and good reason to suspect misuse of personal data, and only after Customer has requested and assessed similar audit reports present at Metaregistrar and has introduced reasonable arguments that justify an audit initiated by Customer. Such an audit is justified when the similar audit reports provided by Metaregistrar do not or not adequately provide a measure of the fulfilment of the obligations regarding security (Par 6) and reporting data leaks (Par 7) of this Data Processing Agreement.

Metaregistrar will have to cooperate with the audit and make available all information, including supporting information such as system logs, and employees reasonably relevant to the audit as timely as possible and within a reasonable period, meaning a period of at most two (2) weeks.

The audits will be announced at least two (2) weeks in advance, so that the Parties can prepare adequately.

The findings resulting from the audit performed will be assessed by the Parties in mutual consultation and consequently implemented or not by one of the Parties or by both Parties jointly.

Customer bears the cost of the audit.

## 11. DURATION AND TERMINATION

The Data Processing Agreement is entered into for the duration as stipulated in the Metaregistrar General Terms and Conditions.

This Data Processing Agreement is concluded for an indefinite period. This is not subject to a notice period. However, termination of the use of Metaregistrar services causes this Data Processing Agreement to end at the same time.

The Data Processing Agreement cannot be terminated prematurely.

This Data Processing Agreement can be changed in the same manner as the Metaregistrar Terms and Conditions.

As soon as the Data Processing Agreement is terminated, in any way or for any reason whatsoever, Metaregistrar will keep available all personal data stored for Customer for up to thirty (30) days after the termination, so that Customer can download the personal data itself via the account. After this period, all personal data of Customer will be erased, irrespective of whether Customer has downloaded them or not, unless agreed otherwise in writing.

## 12. FINAL PROVISIONS

The laws of the Netherlands govern the Data Processing Agreement and its fulfilment.

If the privacy laws are amended, then the Parties will cooperate in modifying this Data Processing Agreement in order to be able (to continue) to comply with these laws.

Logs and measurements performed by Metaregistrar are considered to be compelling evidence, unless Customer proves the contrary.