

**DOMAIN NAME REGISTRATION AGREEMENT** no. Reg. no. {•}

concluded between

**Akademsko in raziskovalna mreža Slovenije, Register .si,**

Tehnološki park 18, 1000 Ljubljana, Slovenia

Registration number: 5618100,

VAT ID no.: SI65799739,

represented by Director Marko Bonač, MSc

(hereinafter: **Register .si**)

and

*Name, address, city, country*

Registration number (legal person):

VAT ID (legal person) no. or Tax ID (natural person) no.:

represented by: *name and title*

(hereinafter: the **Registrar**)

hereinafter each also a "Party", collectively "the Parties",

with the following content:

**1. PREAMBLE**

1.1 Arnes is a public infrastructure institution founded through the Decree on the establishment of the public institute "Academic and Research Network of Slovenia" (OG RS no. 23/92), which was superseded by the Decision on the conversion of the public institute "Academic and Research Network of Slovenia" into a public infrastructure institution (OG RS no. 07/23), hereinafter: Decision on the conversion. One of the activities performed by Arnes is the registration of domain names under the top-level domain .si

and the administration of the root DNS (Domain Name System) server for the top-level domain .si. This activity is performed through **Register. si**. The activities of the national registry under the top-level domain .si are in general not considered public services but rather commercial activities pursuant to the Decision on the conversion.

- 1.2 The **Registrar** is a legal or natural person that on the basis of this Agreement carries out the registration of domain names under the top-level domain .si on behalf of and for the account of applicants or domain name holders. The Registrar performs this activity through the system for domain registration where the requests for registration, prolongation, transfer, deletion, and others are being submitted.

## 2. **CONSTITUENT PARTS OF THE AGREEMENT**

- 2.1 The contracting Parties agree that the constituent parts of the Agreement shall include:

- 2.1.1 General terms and conditions for registration of domain names under the top-level domain .si (hereinafter: **General Terms and Conditions**);
- 2.1.2 The rules for alternative domain name dispute resolution procedure (hereinafter: **ARDS Rules**);
- 2.1.3 Rules for the use of the WHOIS search service (hereinafter: **WHOIS Rules**);
- 2.1.4 Arnes Rules on Personal Data Protection;
- 2.1.5 Register .si' price list for services related to domain name transactions (hereinafter: **Price list**);

All of the listed documents are published and publicly accessible on the website of Register .si. If there are differences between the provisions of the Agreement and the documents listed in point 2.1., the provisions entered into force on a later date shall apply.

- 2.2 The Registrar explicitly declares that it is aware of its rights and obligations arising from the documents from point 2.1 of this Agreement, and undertakes to inform all third Parties with which it comes into contact in the process of carrying out domain name transactions of the contents of the documents from point 2.1 of this Agreement.

- 2.3 The contracting Parties agree that all changes and amendments to the documents from point 2.1 of this Agreement shall become constituent parts hereof and shall legally create rights and obligations for both contracting Parties starting 30 days from the day that such change or amendment is published on the website as stated in point 2.1 of this Agreement.

In case the Registrar does not agree with the rights and obligations arising from changes or amendments to the documents from point 2.1 of this Agreement, the Registrar may withdraw from this Agreement with a written statement sent to Register .si by registered mail within 30 days starting from the day that such change or amendment is published on the website as stated in point 2.1 of this Agreement. In such case, the notice period shall be 15 days and this Agreement shall cease to be in force after the expiry of the notice period.

2.4 If the Registrar does not withdraw from the Agreement under the conditions of point 2.4 hereof, but the change or amendment to the documents from point 2.1 of this Agreement dictates a change or amendment to this Agreement, it shall be obliged to conclude an annex with Register .si within 30 days, pursuant to point 13.8. If it fails to conclude an annex within the stated deadline, it shall be deemed to have withdrawn from the Agreement pursuant to point 2.4.

2.5 Register .si draws up the rules for the registration of domain names under .si in cooperation with the local internet community in Slovenia and in accordance with international recommendations.

### **3. DEFINITION OF TERMS**

3.1 All terms defined in the General Terms and Conditions shall have the same meaning in this Agreement unless another meaning can be clearly and unambiguously derived from the text.

### **4. SUBJECT OF THE AGREEMENT**

4.1 By signing this Agreement and paying the amount from point 10 hereunder the Registrar shall acquire the right on behalf of Applicants or Holders to mediate requests for domain name transactions under the top-level domain .si.

4.2 The contracting Parties agree that by signing this Agreement Register .si shall not transfer to the Registrar the performance of registry activities under the top-level domain .si nor the management of the root DNS (Domain Name System) server for the top-level domain .si.

4.3 The right of the Registrar from point 4.1 hereof is individual and non-transferable, and the Registrar may not transfer it to third Parties. The transfer of rights from point 4.1 hereof shall not include the transfer of the customer portfolio of an individual Registrar to another

Registrar, as defined in point 9.2 of the General Terms and Conditions.

- 4.4 The contracting Parties agree that the present Agreement does not entail any transfer of intellectual property rights. Intellectual property rights owned by the Parties prior to and after the conclusion of this Agreement remain the Parties' property. The Registrar shall have the right to use the logo of Register .si only under the exact conditions published on the Register .si's website.

## **5. THE ROLE OF THE REGISTRAR**

- 5.1 The Registrar shall fulfill all of its obligations hereunder with due diligence, in accordance with the rules of the profession and good business practices, and shall carry out all of its business activities such that it shall protect the interests of its customers to the largest extent possible.
- 5.2 The Registrar shall advise third Parties with which it enters into a business relationship regarding domain name transactions and carry out the requested domain name transactions on their behalf.
- 5.3 The Registrar shall contractually define all business relationships with its customers, whereby the contract entered into between the Registrar and its customer shall be concluded in such form as to allow later determination of its content.
- 5.4 The Registrar is obliged to ensure that the information related to the domain, in particular the information about the domain holder, is correct and authentic at all times. At the request of Register .si, the Registrar is obliged to verify who is the holder of the domain. If necessary for security reasons, required by law or other regulation in accordance with the law of the European Union, Register .si has the right to introduce new systems for verification and other requirements for the verification of the holder.

## **6. BASIC REQUIREMENTS FOR THE REGISTRAR**

- 6.1 The Registrar must satisfy the following requirements throughout the duration of this Agreement:
- 6.1.1 The Registrar must have a business seat in the EU or an ICANN accreditation.  
The Registrar must be registered to carry out the business activity of registration

in the corresponding register at the relevant authority and must satisfy all other conditions for carrying out such activity pursuant to applicable laws, regulations, and this Agreement;

- 6.1.2 The Registrar shall send to Register .si an up-to-date URL for its website on which it advertises domain registration services under the top-level domain .si. Register .si shall be entitled to place a link to that URL on its website;
- 6.1.3 The Registrar must meet the security requirements applicable in the field of information technology and for ensuring information security, taking into account legal and regulatory requirements and good practices. Register .si has the right to introduce additional security requirements for the Registrar.
- 6.1.4 The Registrar must have adequate technical knowledge and technical conditions for communication via the established system for the registration of domain names. The Registrar maintains and regularly updates the list of persons and systems that are granted access to the registration system. On the basis of regular checks, the Registrar terminates access to the registration system if it is no longer needed, thereby preventing access to the registration system to the persons and systems concerned;
- 6.1.5 The Registrar may not disclose information about access to the domain registration system (such as usernames and passwords) to a third party without the prior written consent of Register .si. Exceptions are intermediaries ("*resellers*") and persons under the control of the Registrar and if such disclosure is reasonably necessary for the performance of the service under this contract;
- 6.1.6 The Registrar is responsible for the transactions performed by its subcontractor, including but not limited to intermediaries ("*resellers*"), as if performed by the Registrar itself. At the request of Register .si, the Registrar is obliged to submit a list of all his subcontractors, including a list of the activities and tasks they perform for him in connection with the performance of domain registration activities under the top-level domain .si, within the deadline set by Register .si.

- 6.2. If the Registrar fails to meet any of the requirements stated in point 6.1, Register .si has the right to send a written warning to the Registrar. If the Registrar still fails to rectify the breaches within 8 days of the warning, Register .si reserves the right to withdraw from this Agreement without prior notice by providing a written statement.

## **7. CONTACT PERSONS**

- 7.1 The Registrar has to designate:

7.1.1 An administrative contact, i.e. contact persons authorised to coordinate cooperation pursuant to this Agreement, but are not authorised to amend its content;

7.1.2. A security contact for emergency cases.

7.2 The Registrar must provide these contacts to Register .si in the manner agreed between contractual Parties. The Registrar shall ensure that the data regarding these contact persons is always correct and up to date.

## **8. DOMAIN NAME TRANSACTIONS**

8.1 Based on the order of third Parties with whom he has entered into a business relationship, the Registrar forwards requests for transactions with domains via the domain registration system.

8.2 The Registrar is obliged to send requests for domain name transactions to Register .si in the same order in which it receives them.

8.3 Before the Registrar submits a request for a transaction with an individual domain, he is obliged to obtain the consent of the person for whom he submits the request for the collection, processing and management of personal and other data necessary for the management of the domain system under the top-level domain .si. and for the purposes of the operation of the WHOIS search service and are specified in the General Terms and Conditions;

8.4 Once a year, the Registrar informs the domain holders about the data related to the domain registered by the holder entered in the register. It is the Registrar's duty to update the data related to domain holders without any delay as soon as it becomes aware of any changes.

8.5 If the Registrar receives a request related to changing the Registrar according to the General Terms and Conditions, it is obligated to participate in the relevant procedure. The Registrar must enable, within 5 working days of receiving the request, for the holder to change the Registrar free of charge and allow the holder to keep the registered domain.

8.6 The price for each domain name transaction shall be set out in the current Price List.

## 9. PAYMENTS

9.1 Within 8 days from the signing of this Agreement, the Registrar shall pay to the bank account of Register .si no. SI56 0110 0603 0345 406 the following two fees in the amount as determined in point 10.2.:

9.1.1. "Affiliation fee", i.e. a one-time non-refundable payment performed directly on the basis of an invoice issued by Register .si; and

9.1.2. "Initial deposit", for which Register .si shall issue a proforma invoice within 8 days of receipt of payment. With the initial deposit, the Registrar will make funds available on its account, from which Register .si will subtract the price of executed domain name transactions. The initial deposit shall not bear interest, thus the Registrar is waiving any claim against Register .si relating to the initial deposit.

9.2

<b>PAYMENTS</b>	<b>Amount in EUR</b>
Affiliation fee (the amount does not include VAT)	500
Initial deposit by Registrar	1.639,34
Minimum deposit by Registrar to fill account	200
Minimum balance on Registrar's account	0

9.3. The contracting Parties agree that each subsequent deposit to the account may not be less than the minimum amount of the Registrar's deposit defined in point 9.2.

9.4. Domain name transactions may not be executed unless the balance on the Registrar's account after the transaction is at least equal to the minimum bank account balance defined in point 9.2.

9.5. Register .si shall issue to the Registrar an invoice for all domain name transactions executed in the preceding month no later than the 8th calendar day of the relevant month. Transactions stated in the invoice shall be divided according to individual types (registrations, renewals etc.).

9.6. The Parties agree that the Registrar's obligation to pay for an individual domain transaction does not depend on whether the Registrar received payment from the person for whom he

forwarded the request for the domain transaction.

- 9.7. The registrar must complete transactions worth at least the amount of the initial payment within one year of signing the Agreement and every subsequent year. In case the value of the transactions does not reach the initial payment amount within a year, undertakes within 1 year from the signing of this contract and in each subsequent year to carry out transactions at least in the total value of the initial payment in accordance with item 9.1. and 9.2. If the sum of the value of the transactions does not reach the Initial Payment within one year, the unused amount of the Initial Payment belongs to Register .si and the Registrar is obliged to pay, within 8 days, the Initial Payment in full again, in accordance with point 9.1. and 9.2. of this Agreement.
- 9.8. Within 30 days from the termination of this Agreement and only after all obligations have been settled, Register .si shall reimburse the Registrar for the remaining amount of funds on the Registrar's account.

## **10. TECHNICAL REQUIREMENTS**

- 10.1 The domain name registration procedure is automatic. The Registrar must execute all transactions in accordance with the prescribed procedures, which Register .si prescribes on the basis of international recommendations.
- 10.2 Register .si shall be entitled to change the procedures from point 10.1 hereof at any time. Register .si shall inform the Registrar of any such change before the changed procedures enter into effect, and shall also provide all technical information necessary for the implementation of the changed procedures.
- 10.3 If a change to the procedures from point 10.1 of this Agreement is urgent, Register .si may make the change effective within a shorter time period. In such case, Register .si shall also be obliged to notify the Registrar about such changes via the contact email address notified by the Registrar in the previously agreed manner.
- 10.4 With the diligence of a good expert, the Registrar is obliged to provide an appropriate means of communication with the domain registration system and is obliged to ensure that it does not overload the network of Register .si or threaten the stability of the domain registration system or any of the other services of Register .si by itself or through a third person.
- 10.5 In the case of breach of the Registrar's obligations which would threaten the integrity or



security of the domain name registration system or any other service of Register .si the latter shall be entitled to temporarily and without prior notice block the Registrar's access to the Domain Name Server or to any other service of Register .si. In the case of repeated breaches Register .si may withdraw from this Agreement with a written statement without prior notice and without a notice period.

10.6 The Registrar shall immediately notify Register .si of any security breaches or non-conformities which could threaten any of the services of Register .si. Such notification shall be transmitted to Register .si in a manner previously agreed by the contracting Parties.

10.7 The Registrar immediately informs Register .si if it discovers any vulnerabilities or inconsistencies in the domain registration system. The duty to notify does not apply if the vulnerabilities or non-conformities can be considered to be of minor importance to the domain registration system and its use.

## **11. VERIFICATION OF COMPLIANCE**

Register .si has the right to check and verify whether the Registrar is respecting and fulfilling the obligations under this contract. The Registrar will, at the request of Register .si, provide all information and documentation for which Register .si reasonably believes it is necessary for monitoring of the Registrar's compliance with this Agreement.

## **12. DURATION OF THE AGREEMENT AND TERMINATION OF THE AGREEMENT**

12.1 This Agreement shall be valid for a period of one year. After the expiration of that term, it will be automatically renewed for one more year, unless either party decides to terminate it. The termination notice must be provided in writing no less than 15 days before the end of the current one-year period. If Register .si decides to terminate the Agreement, it must provide a written statement explaining the reasons for such termination. The Parties agree that a valid reason for terminating the contract is especially the Registrar's opposition to changes to the contract or its components, as proposed by Register .si during the period of validity of the contract.

12.2 This Agreement shall cease to be in effect if Register .si for any reason ceases to carry out the business activity from point 1.1 of this Agreement.

12.3 If this contract does not stipulate otherwise, the non-breaching party may withdraw from this

Agreement by a written statement and without notice period, if the breaching party, even after a written notification of the breach and a call to remedy the breach or its consequences, and after a reasonable period of time has passed, which was specified in the notification and cannot be shorter than 3 days, does not stop the violation or eliminate its consequences.

- 12.4 Regardless of the provision of point 11.3 hereof, Register .si may withdraw from this Agreement with a written statement, without prior warning and without notice in case of serious or repeated breaches of the contractual obligations by the Registrar.
- 12.5 Register .si shall be entitled to withdraw from this Agreement with a written statement, without prior warning and without notice if composition or bankruptcy proceedings are initiated against the Registrar.
- 12.6 The Registrar undertakes to notify all of its customers without delay about the termination of this Agreement and the consequences of such termination.
- 12.7 In no event shall Register .si be liable for any damages suffered by the Registrar as a result of the termination of this Agreement, unless the termination of the Agreement is due to an intentional breach of contractual obligations by Register .si.
- 12.8 The Parties agree that this Agreement may be amended or modified by an agreement between both Parties only in the same form as that in which it was concluded, expressly stating that it is an amendment or modification of this Contract. Other changes or additions to this Agreement shall be deemed non-existent.

### **13. REGISTER . SI'S LIABILITY AND WARRANTIES**

- 13.1 Register .si hereby guarantees that, as the national registry for the top-level domain .si, it will act in accordance with international recommendations in the area of domain name registration and will make efforts to ensure the quality of its services.
- 13.2 Register .si shall not be liable for any damages, indirect or direct, incurred by the Registrar in connection with domain name transactions or the use of domain names under the top-level domain .si or in connection with the use of Register .si's software tools or websites, nor for any damage incurred due to technical difficulties in connection with the domain name registration system.

## **14. PROTECTION OF PERSONAL DATA**

- 14.1 The Registrar acknowledges that, in carrying out the business of registering domains under the top-level domain .si, it processes personal data on behalf and for the account of Register .si as the controller. The Registrar undertakes to process all personal data in connection with this Agreement, including personal data of persons for whom it has made a request for a domain transaction, in accordance with the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679 - hereinafter referred to as the "Regulation"), the law governing the protection of personal data and other regulations governing the protection of personal data in the Republic of Slovenia. In particular, the Registrar shall ensure adequate data security in accordance with Article 32 of the Regulation and Arnes Rules on Personal Data Protection referred to in Section 2.1.4 of this Agreement.
- 14.2 The Registrar will process personal data only on the basis of documented instructions from Register .si. The purpose of the processing of personal data is set out in the General Terms and Conditions. More detailed procedures and measures for the protection of personal data are set out in Arnes Rules on Personal Data Protection referred to in Section 2.1.4 of this Agreement. Register .si may give further instructions throughout the duration of the processing of personal data, provided that the instructions are always documented and in writing, including electronically. If the Registrar considers that the instructions of Register .si violate the legislation on the protection of personal data, it shall immediately inform the Register .si thereof.
- 14.3 The Registrar undertakes to treat all personal data confidentially. The Registrar shall not disclose any personal data to any third party unless otherwise requested by Register .si. Notwithstanding the foregoing, the Registrar shall provide access to personal data to persons under the control of the Registrar, provided that they have undertaken the same confidentiality obligations equivalent to those imposed on the Registrar by this Agreement and provided that such disclosure is reasonably necessary for the performance of the services under this Agreement. The Registrar shall disclose personal data if the data is requested by an authority by a final decision issued in the exercise of its lawful functions or in the event of a reasoned request for the disclosure of the data.
- 14.4 The Registrar may subcontract all or part of the processing of personal data (including but not limited to resellers) provided that the Registrar has ensured that its subcontractors comply with the obligations that the Registrar has under the terms of this Agreement.
- 14.5 The Registrar may transfer personal data to so-called third countries (i.e. countries outside

the European Economic Area) if:

- 14.5.1. the European Commission has decided that the third country in question ensures an adequate level of protection of personal data; or
  - 14.5.2. the transfer falls within the EU-US Data Privacy Framework; or
  - 15.5.3. the subcontractor in the third country has entered into a contract with Register .si which contains standard data protection provisions adopted by the European Commission or the Supervisory Authority and approved by the European Commission.
- 14.6 The Parties agree to cooperate in the processing of claims by data subjects as well as in the exercise of their rights. The Registrar undertakes to assist Register .si in fulfilling its obligations under Articles 32 to 36 of the Regulation, taking into account the nature of the processing and the information available to the Registrar.
- 14.7 In the event of a breach of security of personal data which unintentionally or unlawfully results in the destruction, loss, alteration, unauthorised disclosure of, or access to, personal data processed by the Registrar, the Registrar shall, without undue delay after becoming aware of the breach of security, notify Register .si of the breach of security with a written notice. To the extent possible, the Registrar will notify the security breach to Register .si within 48 hours of becoming aware of the security breach in order to enable Register .si to comply with its obligations to notify the personal data breach to the Supervisory Suthority in accordance with the provisions of Article 33 of the Regulation.
- 14.8 The Registrar undertakes that, upon termination of the .si domain name registration business, it will, within 30 days, depending on the choice of Register .si:
- 14.8.1. destroy or remove from its computer systems and files all personal data processed on behalf and for the account of Register .si unless the Registrar is required to retain personal data by any other applicable law; or
  - 14.8.2. return to Register .si all personal data in the Registrar's possession or control at the date of expiry or termination of business and delete existing copies of the personal data, unless the Registrar is required to retain personal data by any other applicable law.
- 14.9 In the event of a breach of the provisions on the protection and processing of personal data, Register .si shall be entitled to withdraw from this Agreement by written statement, without prior warning and without notice.

**15. PROTECTION OF TRADE SECRETS**

The Parties undertake to protect as a trade secret of the highest degree any data or information exchanged pursuant to this Agreement which has been designated by either Party as a trade secret or the content of which indicates that it constitutes a trade secret and undertake to take all steps reasonably necessary and possible to prevent unauthorised third-party access.

**16. 16. TRANSITIONAL AND FINAL PROVISIONS**

- 16.1 This Agreement is governed by Slovenian law.
- 16.2 If the Parties are unable to amicably resolve a dispute arising from or in connection with this Agreement, the court with subject-matter jurisdiction in Ljubljana shall be competent to decide on the dispute.
- 16.3 This Agreement is drawn up in Slovene and English language versions. In case of any discrepancy or dispute, the Slovene version shall prevail.
- 16.4 This Agreement shall enter into force on the day it is electronically signed by both contracting Parties and replaces any previous contracts and Agreements concluded between the contracting Parties.

Register .si \_\_\_\_\_  
Marko Bonač MSc, Director \_\_\_\_\_

Ljubljana, \_\_\_\_\_, \_\_\_\_\_