

## ANNEX III

### TEMPLATE OF THE DOCUMENT BY WHICH THE DOMAIN NAME APPLICANT EXPRESSES AWARENESS AND ACCEPTANCE OF THE ".es" DOMAIN NAME ASSIGNMENT REGULATIONS, CONSENTS TO TRANSFERRING HIS OR HER PERSONAL DATA TO RED.ES FOR THAT PURPOSE, AND AUTHORISES THE REGISTRAR TO ACT ON HIS OR HER BEHALF

1API GmbH, as applicant for the domain name 1API.es" (hereinafter, "**the Applicant**") hereby states that:

- The Registrar [commercial name of the registrar] (hereinafter, "**the Registrar**") is authorised to act on his or her behalf before RED.ES (hereinafter, either "**the Register**" or "**the Assignment Authority**"), and to take all actions necessary to assign and renew the domain name "(...).es" (hereinafter, "**the Domain Name**"), including receiving the corresponding notifications.
  - The Registrar is authorised to act in any way necessary to make the payments corresponding to the assignment and renewal of the Domain Names, on his or her behalf, and he or she hereby requests that this be done in subsequent years.
  - He or she has been duly informed by the Registrar and is aware of the applicable regulations and procedures, terms and conditions, fees and payment methods and technical requirements established to register ".es" domain names with the mediation of an accredited Registrar, and accepts them in their entirety. Specifically, the Applicant states that he or she understands the regulations, procedures, terms and conditions for registering an ".es" Domain Name, the content of which is available at:  
<https://www.nic.es/documentacion/lasleyes.html>
  - He or she understands that failure to comply with these regulations shall result, in the cases in which it is thus expressly established, in the loss of the domain name and possible reassignment of the same from that very moment for registration in favour of another eligible applicant.
  - Excepting errors or omissions in good faith, the data provided on this application are true.
  - He or she agrees to keep the information provided on this application updated at all times, notifying any changes to the Registrar, which will notify Red.es whenever there are modifications to any of the data to be submitted to the Register. Failure to fulfil this obligation may result in the cancellation of the Domain Name (for example, because it is impossible to contact the individuals listed as domain name managers, since changes to their contact data or new managers were not reported as established).
  - He or she accepts that Red.es, in carrying out the different actions related to the assignment and renewal of the Domain Name, will act in accordance with the data notified by the Applicant as indicated in the section above.
- passed in its execution by the Assignment Authority, specifically including the Red.es Chairman's Instruction on the procedures applicable to assignment and all other operations associated with the registration of ".es" domain names (hereinafter, "the Instruction") and the procedures for its execution established by said authority, which are published on the REGISTER's internet site under the conditions established in the Instruction and in this Contract.
- RED.ES may update and adapt to the needs of the service the procedures applicable to REGISTRARS and established to assign and renew ".es" domain names, as long as said adaptations have been notified expressly to the latter and have been published on the REGISTER's internet site at least 15 days prior to the date of their effective application.
- 3.1.2. The REGISTRAR exercises its mediation duties on its own account and under its own liability, and under no circumstances may it attribute to itself nor use any RED.ES trademark, symbol or logo, except to indicate that it is an accredited Registrar.
- The REGISTER shall not be liable under any circumstances for the REGISTRAR's

failure to fulfil its duties, and under no circumstances may it be made to appear that the REGISTER may be considered liable for the non-fulfilment by the REGISTRAR of its obligations.

3.1.3. In exercising its mediation duties, the REGISTRAR must:

- Act in accordance with the conditions and procedures established in the Contract, in the applicable provisions and in the procedural regulations established for this purpose by the REGISTER.
  - Inform the applicant of the applicable regulations and procedures, fees and payment methods, and the technical requirements established to register ".es" domain names, and obtain, under the established conditions, the consent of the interested party, informing them of the general conditions governing the ".es" domain name assignment procedure.
  - Advise the applicant that he or she must provide true and up-to-date contact data, since they will be used by the REGISTER to communicate with the domain name beneficiaries, and that any false data supplied may result in the application being turned down and, when appropriate, the cancellation of the domain name, which could then be assigned to any other applicant with a right to it.
  - He or she understands and accepts that any false data provided on this application could lead to the rejection of the same or, if the Domain Name had already been assigned, the Name could be cancelled and, in this case, the Domain Name would be available for registration by any other eligible applicant.
  - He or she understands and accepts that, once the Register notifies the Registrar that the Domain Name may be assigned or renewed because the requirements established for that purpose have been met, the Registrar shall be required to make payment, on behalf of the Applicant and within the established periods of time, of the amounts for the assignment or, when appropriate, renewal, and that failure to make payment or insufficient payment after the established periods of time shall be grounds for making the Domain Name available, from that moment, for registration in favour of an eligible applicant, with RED.ES assuming no liability whatsoever for the consequences of the Registrar's failure to fulfil its obligations to the Applicant.
  - He or she understands and accepts that the Registrar plays an intermediary role in the assignment of ".es" domain names, and is solely and exclusively responsible for compliance with the requirements stipulated in the mediation contract for the assignment of domain names. The Applicant is considered to have been informed of this situation and expressly waives the right to any action or claim against RED.ES due to the Registrar's failure to fulfil its obligations.
  - He or she understands and accepts that, in the event of serious technical negligence, a domain name may be cancelled temporarily or permanently.
  - To the best of his or her knowledge, the use of the Domain Name does not infringe upon the rights of third parties.
  - He or she understands and accepts that the assignment and registration of the Domain Name gives exclusive rights to its use, in the terms set forth in the applicable legislation, for the purposes of addressing in the internet domain name system, and that any dispute over the right to use a particular domain name must be resolved between the parties using the channels legally established for this purpose.
  
  - He or she understands and accepts that the administrative contact person designated on the application and who signs this document with sufficient power of attorney to do so, is responsible for any problem related to the right to use the domain name, and that this is understood and accepted by that person.
  - All entities and individuals related to this application understand and expressly accept, in accordance with Organic Law 15/1999, dated 13 December: the Personal Data Protection Act, that the personal data provided to the Registrar and the data included in this document are included in the internal and public databases maintained by RED.ES and that they will be kept as such in the terms required for the management of the ".es" Domain Name Register, under the terms established in the <<Rules and Procedures for the ".es" DNS Domain Name Register>>.
- passed in its execution by the Assignment Authority, specifically including the Red.

es Chairman's Instruction on the procedures applicable to assignment and all other operations associated with the registration of ".es" domain names (hereinafter, "the Instruction") and the procedures for its execution established by said authority, which are published on the REGISTER's internet site under the conditions established in the Instruction and in this Contract.

RED.ES may update and adapt to the needs of the service the procedures applicable to REGISTRARS and established to assign and renew ".es" domain names, as long as said adaptations have been notified expressly to the latter and have been published on the REGISTER's internet site at least 15 days prior to the date of their effective application.

3.1.2. The REGISTRAR exercises its mediation duties on its own account and under its own liability, and under no circumstances may it attribute to itself nor use any RED.ES trademark, symbol or logo, except to indicate that it is an accredited Registrar.

The REGISTER shall not be liable under any circumstances for the REGISTRAR's failure to fulfil its duties, and under no circumstances may it be made to appear that the REGISTER may be considered liable for the non-fulfilment by the REGISTRAR of its obligations.

3.1.3. In exercising its mediation duties, t- He or she understands and accepts that the rights to access and rectification may be exercised

with [commercial name of the Registrar] at their office located in [.....  
.....]. The rights to cancellation and opposition may only be exercised subsequent to forfeiting the requested domain name, since Red.es is required to process the personal data to assign and renew the domain name.

RED.ES, located at [www.red.es](http://www.red.es), shall process the personal data of the individuals and entities mentioned in accordance with Organic Law 15/1999, dated 13 December: the Personal Data Protection Act, and its executive legislation, and shall refrain from using them for any purpose other than to assign and renew the domain name. The applicant is hereby informed that assignment of the domain name requires the personal data to be published in the ".es" Domain Name Register database, which is accessible to the public on the internet. By signing this document, the Applicant gives his or her consent for this notification and processing, including the publication of his or her personal data in the ".es" Domain Name Register Database.