

ACCREDITATION AGREEMENT

[day] [month] 201[year] No. SV16-[sequence number]
Kaunas

We, –

Kaunas University of Technology (legal entity code 111950581), hereinafter – the Registry, having its head office at K. Donelaičio st. 73, LT-44029, Kaunas, Lithuania, bank account No. LT83 7044 0600 0338 1770 at AB SEB bankas (bank code 70440), represented by [position, name, surname], acting on the basis of [basis of representation],

and

[legal entity name / name and surname of natural person who performs registered individual activity] (identification code [legal entity code / personal identification code of natural person]), hereinafter – the Registrar, with the office at [registered address of the legal entity / address of the habitual residence or activity place of natural person], bank account No. [bank account number and name of the bank] (bank code [bank code]), data are compiled and stored in a register [to be filled, if the agreement is concluded by legal entity] / natural person's individual activity certificate [date and number to be filled, if the agreement is concluded by natural person], represented by [position, name, surname], acting on the basis of [basis of representation],

hereinafter collectively referred to as the Parties, and individually as the Party, taking into account, that procedural and technical services related to domain creation and management is a sphere of activity of the Registrar, have concluded the following agreement regarding the conditions by which the Registrar obtains the right to perform the permitted procedures in the .lt domain and takes responsibility for them:

1. When executing this agreement, the Parties are obliged to follow the Procedural regulation for the .lt top-level domain, including its appendix "Registrars" (hereinafter – Regulation), the principles, requirements and conditions specified therein. The terms used in this Agreement shall be understood as set out in the Regulation.

2. The Registrar shall act as a disclosed agent, i.e. shall submit applications and perform permitted procedures on behalf of its registrants. The registrant of the Registrar shall be indicated as the domain holder in DAS.

3. The Registrar undertakes to:

1) ensure uninterrupted operation of the website [address], designed for servicing its registrants and to inform about the services provided;

2) comply with the special procedure principles indicated in section II of the appendix "Registrars" of the Regulation;

3) perform the requirements determined in section III of the appendix "Registrars" of the Regulation;

4) properly perform the special procedures, specified in clause IV.IV "Service agreement conclusion and execution", IV.V "Payment" and IV.VI "Conveyance" of the appendix "Registrars" of the Regulation;

5) inform the Registry within seven calendar days about any changes in the data indicated in this Agreement;

6) immediately make changes in their DAS account, if the employee, responsible for registrant service and authorized to perform the procedures, changes;

7) abstain from disrupting operation of DAS by sending unreasonably high number of requests (i.e. more than 5 per second or 100 000 per day) or by using erroneous commands, resulting responses with error code 2XXX in DAS, where X is any number (RFC-3730);

8) perform any other duties provided under valid legislation of the Republic of Lithuania, this Agreement, its appendixes, and the Regulation.

4. Connection identifiers to DAS, allowing direct management of registrants' served data and performance of permissible procedures, shall be assigned to the Registrar by the Registry. The Registrar shall take reasonable measures to keep the DAS identifiers confidential, i.e. prevent them from becoming known to persons, who do not have a right to know them; and, if necessary, to replace the identifiers immediately.

5. The Registrar shall be personally responsible for validity and legality of the procedures executed by him and shall accept the related risks. No claims may be lodged against the Registry

concerning non-performance or undue performance of procedures, where this is the duty of the Registrar (including the case, when the use of DAS is temporarily suspended for the Registrar under the paragraphs 2–5 of the section 7 of this Agreement). The Registry, after receiving the registrant's claim regarding the incorrect performance or non-performance of the procedures, may intervene in order to the correct situation.

6. The Registry undertakes, during the period of this Agreement, to ensure to the Registrar the possibility to connect to DAS and to use the system, except in cases of suspension or restriction to use DAS.

7. The Registry shall temporary suspend or restrict the use of DAS by the Registrar:

1) for the period of necessary technical maintenance works, about which the Registry is obliged to inform the Registrar in advance, and in case of operational disruptions of DAS – as soon as possible;

2) without any prior notice, if the Registrar delays in paying the invoices as provided under the clause IV.V "Payment" of the appendix "Registrars" of the Regulation or more than within seven calendar days after receiving the Registry's request, does not meet its obligation to pay the advance. In this case the access to DAS shall be renewed only after discharge of the relevant financial obligation;

3) without any prior notice, if a real threat to operation of DAS arises as a result of the Registrar's breach of the obligation indicated in the paragraph 7 of the section 3 of this Agreement. In such a case, DAS usage restrictions are removed after the Registrar eliminates the causes of the violation and informs the Registry;

4) if the Registrar violates this Agreement or the Regulation and fails to eliminate the breach (consequences thereof) within the period set. In such a case, till the time of elimination of the breach (consequences thereof), the Registrar shall be allowed to perform only procedures of change of served registrants data and domain deletion;

5) if the conditions of this Agreement do not comply with the Regulation and the Registrar does not formalize the Agreement provided by the Registry regarding the change of those conditions within seven calendar days to restore their compliance with the Regulation. In that case, the restrictions to use DAS are eliminated after the Registrar formalizes the agreement regarding the change of this Agreement.

8. The Parties agree to promote growth in the number of domains in the .lt domain. For this purpose, the Registry shall have a right to organize special promotions, during which discounts for certain domain types or registrant categories are given (e.g. discount for creation of IDN's, etc.). The Registry shall inform the Registrar no later than ten calendar days prior to the beginning of the special promotion and shall announce the promotion on its website section designed for the Registrars. In that case the Registrar must lower its service price proportionally, i.e. by the amount of the Registry's fee reduction, unless the Parties agree otherwise.

9. The fee rates are announced on the Registry's website, section designed for the Registrars.

10. The Registrar must pay the sum indicated in the invoice for the last month's performed procedures within seven calendar days after the invoice was created in DAS.

11. In the case of delayed payment, including the delay to pay the advance according to section 12 of this Agreement, the Registrar shall pay the interest to the Registry – 0.02 % for each day of delayed payment.

12. In case the Registrar violates the payment deadlines, in addition to the debt payment, the Registrar shall pay to the Registry an advance fee equal to two hundred domains creation fee within seven calendar days after the demand from the Registry was received. The advance shall be used towards current payments under the invoices issued by the Registry.

13. The Registry shall not be responsible for any labels used in domain names, content and use of domains, as well as for any disruptions in operation of DAS caused by the third parties, as well as for consequences, which arise out of the failure of the Registrar to keep the identifiers for connection to DAS confidential.

14. The Agreement comes into effect once it is signed by both Parties (the Registrar signs first, after that – the Registry, as specified in clause IV.III of the appendix "Registrars" of the Regulation).

15. Upon this Agreement coming into effect, all previous agreements and understandings between the Parties concerning the subject matter hereof shall become null and void.

16. The Agreement may be amended and/or supplemented following provisions of the Regulation. If any provision of this Agreement becomes illegal, invalid or unenforceable, this shall not affect validity and enforceability of other provisions of the Agreement.

17. Rights and obligations arising from this Agreement may not be transferred to any third parties without a prior written consent of the other Party, except for the debt claim right. Upon receiving Registry's consent, the Registrar may transfer its rights and obligations only to another Registrar, who has a valid agreement with the Registry. In case of the reorganization of the Registrar, the rights and obligations of the Registrar under this Agreement shall be transferred to successor from the moment, specified in the terms of the reorganization (the successor shall provide the Registry with supporting documents).

18. The Agreement is terminated on the basis determined in clause IV.IX "Termination of the Accreditation" of the appendix "Registrars" of the Regulation.

19. The law of the Republic of Lithuania shall apply to the Agreement and its interpretation. Provisions of this Agreement shall be construed and executed following principles, requirements, and provisions of the Regulation, the established practice and Internet self-regulation provisions.

20. The conditions of data processing in DAS applied to the Registrar and its employees who are responsible for the Registrants' services and performance of the procedures, Registrar's served registrants and technical representatives are set forth in the appendix No. 1 to this Agreement.

21. During the period of this Agreement:

21.1. The Registry has the right to place the name (and, upon agreement of the Parties, the trademark or the logo) of the Registrar on its website (-s) and to provide links to Registrar's website;

21.2. The Registrar has the right to place the undistorted Registry's trademark on website, indicated in paragraph 1 of section 3 of this Agreement, by marking its accreditation in the .lt domain.

22. The Parties undertake to solve any disputes concerning interpretation and/or performance of the Agreement in direct negotiation or by written communication. The Parties undertake to take reasonable measures for amicable settlement of any disputes. If the Parties fail to solve the differences in such a manner within thirty calendar days since negotiations or written communication, the disputes shall be settled in court, which has jurisdiction in accordance to the place of head office of the Registry.

23. The Agreement is made in two copies with equal legal power, one for each of the Parties.

The Parties declare that they have read this Agreement, understood the legal consequences arising therefrom and sign as a document representing their will and true intentions:

On behalf of the Registry
[position, name and surname]

On behalf of the Registrar
[position, name and surname]

[signature, date]

[signature, date]

DATA PROCESSING CONDITIONS

[day] [month] 201[year]

I. GENERAL PROVISIONS

1. This appendix to the Accreditation agreement lays down the conditions of data processing in DAS applied to the Registrar [legal entity name / name and surname of natural person who performs registered individual activity] (identification code [legal entity code / personal identification code of natural person]), its employees responsible for servicing of customers and execution of procedures, customers serviced by Registrar and their technical representatives (hereinafter – Conditions).

2. For the purposes of the text of Conditions:

2.1. Term "data" is used in general and includes data of natural persons (hereinafter – personal data) and data of legal entities. When provision is applied only to personal data or only to data of legal entities, a respective type of data is specified;

2.2. Basic terms related to personal data processing are interpreted according to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

2.3. Terms with special meaning, including "DAS", "data subject", "responsible employee", "individual Registrar", "register", "technical representative" are used as defined in the privacy policy of .lt domain (hereinafter – Privacy Policy) approved by the Registry and published on the website <https://domreg.lt>.

3. The following is applied while processing personal data under these Conditions:

3.1. Legislation – General Data Protection Regulation, Law on legal protection of personal data of the Republic of Lithuania and other applicable legislation regulating personal data processing (hereinafter collectively referred to as current legislation);

3.2. Privacy Policy specifying the categories of data subjects, legal framework for data processing, its objectives and retention period that are not repeated in these Conditions;

3.3. Registry's instructions while solving the issues of personal data processing not specified in the Privacy Policy and not mentioned in these Conditions.

4. In terms of personal data, the Registry acts as data controller and the Registrar – as data processor, except for the following cases:

4.1. The Registry acts as data processor, if:

4.1.1. Processes the data of its serviced customers (i. e., the Registry acts as the Registrar under the service contracts made directly with customers);

4.1.2. Processes Registrar's personal data (if the Registrar is a natural person);

4.1.3. Processes personal data of the Registrar's serviced customers in case of changes in the person's name or in cases when the Procedural regulation for the .lt top-level domain stipulates that these data have to be processed in a non-automated manner under the customer's request or applying the individual legal act.

4.2. The Registrar acts as data controller, if individually:

4.2.1. Processes its serviced customer's personal data in its information system in a different scope and / or based on a different legal framework, and / or for other purposes than the ones established in the Privacy Policy and these Conditions (for example, processes additional personal data and / or data specified in DAS accounts for settlement control or marketing purposes);

4.2.2. Violates the current legislation while establishing the purposes and measures for personal data processing.

5. These Conditions are applied for data processing of legal entities.

6. The Registrar undertakes to:

- 6.1. Follow the Privacy Policy approved by the Registry and other Registry's instructions on individual issues of personal data processing provided by email;
- 6.2. Process data with its own means, except when the Registrar uses the services of another data processor with a written prior approval of the Registry;
- 6.3. Insure correctness, completeness and accuracy of the data processed in DAS;
- 6.4. Insure that the Registrar's responsible persons who have access or authorisations to process personal data are acquainted with applied requirements for personal data processing, have required qualification and give a written undertaking to preserve confidentiality of personal data;
- 6.5. Provide detailed information on personal data processing to the data subjects related to provision of the Registrar's procedural services;
- 6.6. Perform any actions within its power to make sure that the rights of the data subjects related to provision of the Registrar's procedural services are implemented properly;
- 6.7. Insure a possibility for the serviced customers to change their data in the Registrar's information system if needed;
- 6.8. Implement appropriate organisational and technical measures related to data processing, protection and restoration after technical or cyber incident; cooperate with the Registry for this purpose, disclosing information on the specific applied measures;
- 6.9. Prepare and fill in the documentation related to the data processor's actions on behalf of the data controller and other records of data processing activities, including a description of the applied organisational and technical measures;
- 6.10. Inform the Registry by email regarding any breach of security of the processed personal data immediately, but no later than within 24 hours after the incident is identified, provide detailed information on the incident at the Registry's request;
- 6.11. Provide the Registry with all information proving that the Registrar fulfils its obligations in terms of data processing; provide conditions and assist the Registry or its hired auditor to perform inspections or audit;
- 6.12. Transfer to the Registry the serviced customers' data that it processes and delete the existing copies from its information systems when the Registrar's Accreditation agreement ends, except for the cases specified in the legislation, when data processor has to store copies of the data;
- 6.13. At the Registry's request, provide information on the specific personal data of the subject related to provision of the Registrar's procedural services that it processes, the purposes they are used for and the persons they have been provided to;
- 6.14. Delete its created customers' DAS accounts that have not been linked to the specific .lt second level domain within the last 12 months (hereinafter – inactive DAS accounts). The Registrar cannot process data in DAS if it is the data of the persons who have not become a holder of at least one .lt second level domain within the specified period or have stopped using the procedural services provided by the Registrar. This rule should apply by analogy to deletion from DAS data of technical representatives that have not been linked to the specific .lt second level domain within the last 12 months;
- 6.15. Perform other data processor's obligations in accordance with the current legislation, irrespective whether they are mentioned in the Privacy Policy or these Conditions, or not.

II. CONDITIONS OF THE REGISTRAR'S DATA PROCESSING

7. Data of the Registrar that is a legal entity are provided in the Registrar's DAS account and processed for the purposes of implementation of the Accreditation agreement in the following scope: name, legal entity code, VAT payer code, bank account number, address (here and hereinafter – address consists of street name and number (-s) of the building / premises, postal code, name of the city, name of the territorial unit and name of the country), address of the website providing information and services to the customers, email address and telephone number.

8. Data of the Registrar who is a natural person are provided in the Registrar's DAS account and processed for the purposes of implementation of the Accreditation agreement and for the purposes specified in the Privacy Policy in the following scope: name and surname, personal identification code, VAT payer code, bank account number, address, address of the website providing information and services to the customers, email address and telephone number.

9. Natural person who accredits himself / herself as the individual Registrar expresses personal will regarding his / her personal data processing and publication for WHOIS review in the scope stipulated in the Privacy Policy. The will of the individual Registrar regarding termination of personal data processing and / or its non-publication for WHOIS review is expressed by termination of the Accreditation agreement. When Accreditation agreement ends, personal data of the individual Registrar are stored in DAS until the end of the data retention period defined in the Privacy Policy. The parties acknowledge the provisions of this paragraph as essential while processing personal data of the individual Registrar under the Accreditation agreement.

III. CONDITIONS OF THE PERSONAL DATA PROCESSING OF THE REGISTRAR'S RESPONSIBLE EMPLOYEES

10. Personal data of the Registrar's responsible employees are provided in the Registrar's DAS account and processed for the purposes specified in the Privacy Policy in the following scope: name and surname, email address, telephone number, login name used for the access to DAS and IP addresses of the terminal equipment.

11. The Registrar has to insure the legitimacy of its responsible employees' personal data processing in the Registrar's DAS account and is personally responsible if it violated their rights while providing personal data of the responsible employees.

IV. CONDITIONS OF THE PERSONAL DATA PROCESSING OF THE REGISTRAR'S SERVICED NATURAL PERSONS

12. Personal data of the customers serviced by Registrar are processed on behalf of the Registry with exceptions indicated in subparagraph 4.2 of these Conditions, when Registrar acts as data controller.

13. Personal data of the customers serviced by Registrar are provided in the customer's DAS account and processed for the purposes specified in the Privacy Policy in the following scope: name and surname, address, email address, telephone number.

14. The Registrar has to inform the customer in advance inter alia that:

14.1. His / her personal data processing cannot be terminated until the customer holds .It second level domain; and storage – within the retention period defined in the Privacy Policy;

14.2. Indication of person's name in the name of .It second level domain is equivalent to the expression of will for publication of that item of data for WHOIS review;

14.3. Customer is personally responsible for indication of other person's name in the name of .It second level domain without his / her consent.

15. The Registrar has to comply with specific requirements stipulated in the current legislation regarding personal data processing of the customers who are below the age of 16 years.

V. CONDITIONS OF THE DATA PROCESSING OF THE REGISTRAR'S SERVICED LEGAL ENTITIES

16. Data of legal entities serviced by Registrar are provided in the customer's DAS account and processed for the purposes of the register's management in the following scope: name, legal entity code, address, email address and telephone number.

17. All legal entity's data specified in DAS account can be published for WHOIS review.

VI. CONDITIONS OF THE PROCESSING OF TECHNICAL CONTACTS OF THE CUSTOMERS SERVICED BY REGISTRAR

18. If a customer chose a legal entity as a technical contact, the following data of the legal entity are specified and processed in DAS: name, address, email address and telephone number. All this data of the legal entity can be published for WHOIS review.

19. If a customer chose a technical representative as a technical contact, the following personal data are specified and processed in DAS: name and surname, address, email address, telephone number.

20. The Registrar has to inform the customer in advance inter alia that customer is personally responsible for provision and processing of the technical representative's personal data without consent and to recommend choosing a legal person for technical contacts.

VII. OTHER PROVISIONS

21. The Registrar processes data in DAS until termination of the Accreditation agreement.

22. Conditions for publication of personal data processed in DAS for WHOIS review and provision to data recipients are stipulated in the Privacy Policy.

23. Conditions for control of data correctness, completeness and accuracy:

23.1. Correctness, completeness and accuracy of the Registrar's processed data are verified by the Registry's authorised employees;

23.2. Verification of data correctness and completeness is processed to identify if the data are clearly incorrect or if they are not in the required scope (for example, provision of misleading personal name or non-existent address, use of incorrect data format, international prefix is not specified in telephone number, etc.). In case of identified non-compliance the Registrar has to clarify data within the term specified by the Registry;

23.3. Data accuracy is verified if the Registry has reasonable doubt regarding their compliance or other institutions inform the Registry about it (for example, it is impossible to contact the customer using his / her contacts provided in DAS account, the Registry does not receive a response to the inquiry sent to the customer by email within 15 calendar days, etc.). In such a case control procedure is performed under procedure set out in the Regulation aiming to collect the proof of the accuracy of the customer's data from the Registrar and to inspect whether the Registrar followed the principles, requirements and conditions of procedure performance. The Registrar has to submit all the documents required by the Registry and make reasonable efforts for the customer to confirm the accuracy of his / her data to the Registry or replace the inaccurate data within a shortest possible time.

24. Conditions for data processing audit:

24.1. The Registry periodically performs audit of DAS accounts, deletes inactive DAS accounts and notifies about that the Registrar;

24.2. General or thematic data processing audit is carried out at the initiative of the Registry or supervising institution.

25. If the need for the scope of the processed data is reduced due to the changed organisational or technical measures, the Registry has a right to reduce the requirements for scope, notifying the Registrar by email. In such a case reduced requirements for scope are applied without finalising the amendments of these Conditions, because smaller scope of processed data automatically complies with the purpose specified in the current legislation.

26. Transitional provisions regarding identification of the legal entity code in the customer's DAS account and processing according to paragraph 16 of these Conditions:

26.1. From 1 December 2018, legal entity code has to be identified in the newly created DAS accounts of the customers that are legal entities;

26.2. Until 1 December 2019, legal entity code has to be added to DAS accounts of the customers that are legal entities, created before 1 December 2018.

27. These Conditions are applied from 25 May 2018. In case an Accreditation agreement was made between the Registry and the Registrar containing Appendix related to the data provision and processing, these Conditions replace any previous Appendix.

On behalf of the Registry
[position, name and surname]

[signature, date]

On behalf of the Registrar
[position, name and surname]

[signature, date]