

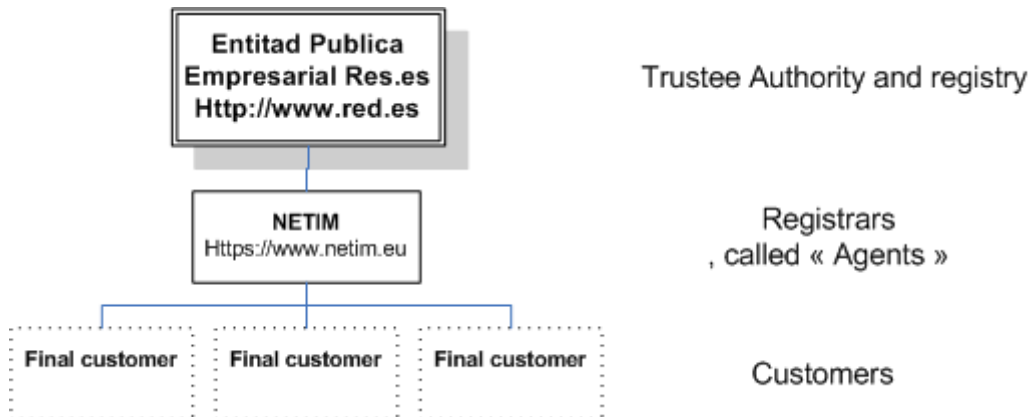
## ANNEXE ES - SPECIAL TERMS AND CONDITIONS FOR THE EXTENSION .ES

In addition to the general terms and conditions CG-ND, the registration or use of a Domain Name in a .ES Extension implies the acceptance and respect of these special terms and conditions CP-ND-ES.

All terms employed in these special terms and conditions beginning with a capital letter are to be interpreted in compliance with the definition assigned to them in the general terms and conditions CG-ND.

### CLAUSE ES.1: TRUSTEE AUTHORITY AND REGISTRY

ES.1.1 The following diagram shows the different operators and the naming system for this Extension



ES.1.2 NETIM® is accredited by Red.es (the "NICES" below) and act as an official registrar for the management of .ES domain names.

### CLAUSE ES.2: REGISTRATION REGULATIONS

ES.2.1 Domain Names under this Extension are registered on a "first come, first served" basis

ES.2.2 The Customer declares and guarantees that the Domain Name respects the rights of third-parties, currently applicable laws as well as the regulations specific to the Extension, which can be consulted at the following addresses:

[https://www.nic.es/section/index.action?sec=288&request\\_locale=en](https://www.nic.es/section/index.action?sec=288&request_locale=en)

The CUSTOMER agrees to have read and accepted this contractual document (the "NICES Regulations" below) which links him to the Registry. These special terms and conditions do not substitute these regulations which are integrated by means of a hyperlink.

### CLAUSE ES.3: TRANSFER REGULATIONS

ES.3.1 The Customer initiates through the intermediary of NETIM® a transfer request for a Domain Name in .ES from another registrar to NETIM® (also referred to as "incoming transfer"), according to the procedure specified on our site, and in compliance with NICES Regulations:

<http://www.netim.eu/transfer/transfer-es-domain-name.php>

ES.3.2 The transfer does not take effect immediately. The Customer must follow the described procedure and, particularly, must approve the transfer within 10 days on the registry's control panel.

ES.3.3 If the Customer refuses or does not approve the transfer according to the terms stipulated by the Registry, the transfer cannot be proceeded with and the Customer may not claim any compensation or refund from NETIM®

ES.3.4 The transfer to NETIM® does not include any renewal for the Domain Name.

#### **CLAUSE ES.4: EXPIRY / RESTORATION REGULATIONS**

ES.4.1 When the Domain Name's expiry date has passed without prior renewal by the Customer, the Domain Name shall then be disabled for a period of forty (40) calendar days during which all NETIM®'s associated services shall no longer be available. The Domain Name shall be referred to as in "quarantine" status

ES.4.2 If a Domain Name has been disabled with the past forty (40) calendar days, it can be reactivated subject to the following conditions and procedures, and depending on the details provided to NETIM® when carrying out these procedures:

- i) restoration is only possible from a technical point of view for the so-called "quarantine" period, which is the forty (40) day period defined above.
- ii) payment for the restoration must be made seven (7) days before the destruction of the Domain Name by the Registry, to enable NETIM® to carry out the operation within the time limit. Failing this, the Domain Name cannot be restored and NETIM® cannot be held responsible on these grounds.
- iii) the restoration procedure restores the Domain Name's previous parameters (personal and technical information) and extends by one (1) year the duration of the Domain Name's registration starting from the previous expiry date.

#### **CLAUSE ES.5: MANAGEMENT OF DISPUTES**

ES.5.1 NICES prescribes specific regulations and an alternative procedure for settling differences complemented by the "policy for settling disputes", relative to Domain Names in .ES, consultable at the following address:

[https://www.nic.es/article/index.action?sec=272&request\\_locale=en](https://www.nic.es/article/index.action?sec=272&request_locale=en)

The Registry has also set up a specific anti-phishing policy:

<https://www.esnic.es/antiphishing/article/1448>

ES.5.2 The Customer agrees to have acknowledged and undertakes to respect these principles and regulations, integrated by means of a hyperlink to these special terms and conditions.

ES.5.3 In application of these Regulations, the Customer accepts that any disputes concerning its Domain Name in .ES may be subject to these regulations

## **CLAUSE ES.6: PERSONAL DATA**

ES.6.1 In application of NETIM®'s registrar agreement with the Registry, the Customer acknowledges to have read and accepted the following clause:

*“Personal data provided by the applicant will be released to the Public Corporate Entity RED.ES, web address [www.red.es](http://www.red.es). Said data's release is necessary in order to execute this contract. The applicant is obligated to maintain this data up-to-date via the established procedure as soon as any changes take effect.*

*When processing the applicant's personal data, the Entity will observe the stipulations of the Organic Law 15/1999 of December 13 on the Protection of Personal Data, and will continue to adhere to the law as amended. It will not use data for purposes other than those named either in this contract or in the legal stipulations for assigning names for “.es” domains. The applicant is hereby informed that assigning a name to a domain necessarily requires that the applicant's personal data be published in the Register of Names Data Base of “.es” domains, which is accessible to the public over the internet. By signing this document, the applicant consents to the release and processing of said data, including the publication of the applicant's personal data in the Register of Names Data Base of “.es” domains.*

*Data may be accessed and corrected directly at NETIM®'s website [www.netim.eu](http://www.netim.eu). Any cancellation or objection to releasing data to RED.ES that must be processed in order to execute this contract may only be exercised in the event that the solicited domain name is also cancelled.”*

## **CLAUSE ES.7: REGISTRY'S RELEASE FROM LIABILITY**

ES.7.1 In application of NETIM®'s registrar agreement with the Registry, the Customer acknowledges to have read and accepted the following clause:

*“NETIM functions as an intermediary for assigning names to .es domains and has the sole and exclusive liability to fulfill the Registrar's obligations. By accepting this contract, applicants or beneficiaries of .es domains declare that they have been informed of this condition and expressly renounce undertaking any action or claim against RED.ES resulting from NETIM acting in breach of its obligations.”*

## **CLAUSE ES.8: CONTRACTUAL AMENDMENTS FOR SPECIAL TERMS AND CONDITIONS**

ES.8.1 Regulation laid down by the Trustee Authority and the Registry are subject to change. These changes, linked to the naming system for .ES extensions are imposed by Red.es in charge of this Extension and represent changes that are not beyond NETIM®'s control.

**END of the ANNEX ES**