

Approved by the Estonian Internet Foundation Council decision  
on 7 March 2018 and taking effect on 25 May 2018

## Registrar Contract

### Annex 4

#### Personal Data Processing Requirements

1. Registrars process personal data relating to domains only for the purposes, in the manner and to the extent described in the Registrar Contract and the Domain Rules.

2. The registrar is required to comply with this Registrar Contract, the Personal Data Protection Act, other relevant legislation on the protection of personal data in cases provided thereby and thereunder, and with the requirements set out in Regulation (EU) No 2016/679 of the European Parliament and of the Council (27.04.2016) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the Repealing Directive 95/46/EC (hereafter: General Regulation on Personal Data Protection) on the following personal data:

2.1 the first name(s) and surname, personal identification code and/or date of birth and country of nationality, telephone number and e-mail address of the Registrant who is a natural person;

2.2 the name, personal identification code and/or date of birth and country of nationality, telephone number and e-mail address of the Administrative Contact;

2.3 the name, personal identification code and/or date of birth and country of nationality, telephone number and e-mail address of the Technical Contact who is a natural person;

2.4 Other details of the person's identity document given in 2.1-2.3.

3. The Registrar agrees and undertakes to keep the personal data collected and disclosed by it at the organization confidential and to use personal data only for the tasks related to the domain arising from the role of the Registrar and for the instructions given by the EIF.

4. The registrar has the obligation and is required to ensure that the methods of collecting and processing personal data are in accordance with the relevant legislation referred to in clause 2, this Registrar Contract, and generally accepted practices regulated by and in accordance with the Registrar's internal documents. In the event that the Registrar uses or shares with third parties<sup>1</sup> the personal data provided for in this Registrar Contract during Registrar activities, the Registrar is obliged and responsible to ensure that these third parties comply

<sup>1</sup> According to point 11.1 of the Registrar Contract the Registrar process the Registrant's personal data only in its own name and under its responsibility in accordance with the legislation and the service contract concluded with the Registrant. Thus, third parties are all of those persons with who Registrar shares with the personal data collected under this Registrar Contract and with who EIF doesn't have contractual or legal relationship.

with all of the Registrar obligations and requirements arising from the Domain Regulation and this Registrar Contract. In the event that such third parties violate the obligations provided for in this Registrar Contract, the Registrar will be responsible to the EIF for this breach.

5. The Registrar may forward the personal data in their possession to the following persons:

5.1. the Estonian Internet Foundation;

5.2. the person to whom the personal data belongs (the data subject).

6. The Registrar undertakes to apply measures and technical solutions that in terms of their price and complexity are proportionate to the volume of the personal data to be protected, and guarantee that personal data is protected to the extent required in the Personal Data Protection Act. Based on the above the Registrar guarantees that:

6.1. a safe working environment has been created for the Registrar's staff and they have been assigned the obligation to abide by the security procedures established by the Registrar;

6.2. the staff are regularly reminded that following the established security procedures is mandatory;

6.3. the information technology assets, which are used for personal data collection and processing, are adequately protected against theft, damage or destruction;

6.4. the information technology assets that are connected to computer networks are adequately protected from unauthorised access;

6.5. measures have been taken to prevent personal data from perishing, damage to their completeness, and third parties from accessing the personal data when they are forwarded via the internet or another network between computers.

7. The Registrar may transfer the personal data, set out in this Registrar Contract, to a recipient outside the European Economic Area (hereinafter: foreign country) in third countries only insofar as this foreign country complies with the requirements specified in the General Data Protection Law.

8. In the event of a personal data breach, the Registrar is obliged to inform the EIF in writing without delay and at the earliest opportunity after becoming aware of the violation.

9. The Registrar is required to cooperate with the EIF and ensure that the registrant has been notified of the rights and other relevant information required by the Personal Data Protection Regulation and to respond as soon as possible to inquiries submitted by the Registrant.

10. At the request of the EIF, the Registrar is required to provide a data protection impact assessment on the service provided in accordance with this Registrar Contract.

**For and on behalf of EIF:**

**For and on behalf of the Registrar:**

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Heiki Sibul  
Member of the Management Board

**In case of any wording misapprehensions between the English and Estonian version, wording in Estonian is superior and legally binding.**