The applicant for this domain name (hereinafter, "the Applicant") hereby declares that:

- 1. He or she understands and accepts the applicable regulations and procedures, terms and conditions, fees and payment methods and technical requirements established to register domain names under ".es", the content of which is available at http://www.nic.es.
- He or she understands that failure to comply with these regulations, in the
  cases in which it is so established, shall result in the loss of the domain
  name, making it available from that moment for registration by a legitimate
  applicant.
- 3. The data provided on this application are correct, except for error or goodfaith omission.
- 4. He or she agrees to keep the information provided on this application updated, notifying Red.es of any changes that may occur. Failure to comply with this obligation may result in the cancellation of the domain name, in accordance with the procedure established for that purpose (for example, when it is impossible to contact the individuals listed as being responsible for the domain name because changes to the contact data or the individuals responsible have not been notified).
- He or she accepts that Red.es, in processing the different actions related to the assignment and management of the domain name, will act taking into account the data indicated by the Applicant on the form specified in the section above.
- 6. He or she understands and accepts that any false data provided on this application may result in the cancellation of the domain name, in accordance with the procedure established for that purpose, and that, in this case, the domain name shall be made available for registration by another legitimate applicant.
- 7. He or she understands and accepts that, once the Register notifies him or her that the domain name may be assigned, having complied with the applicable requirements, the Applicant is required to pay the fees corresponding to assignment or, as appropriate, renewal within the designated periods of time.
- He or she understands and accepts that failure to make payment or making inadequate payment after the designated periods of time will result in the domain name becoming immediately available for registration by a legitimate applicant.
- 9. He or she understands and accepts that, in the event of failure to comply with the rules and technical conditions established by the Assignment Authority for the proper functioning of the ".es" domain names system, a registered domain name may be deactivated temporarily or permanently.

- 10. To the best of his or her knowledge, the use of the domain name does not infringe upon the rights of third parties.
- 11. He or she understands and accepts that the assignment of the ".es" domain name involves submission to the extrajudicial conflict resolution system for the use of domain names related to, among others, the industrial property rights protected in Spain, such as trade names, trademarks, denominations of origin, company names; or to the official or generally recognisable names of Spanish Public Administrations and public entities, in accordance with the process established in the Extrajudicial Conflict Resolution Regulations for the use of ".es" domain names, published on the www.nic.es website.
- 12. He or she understands and accepts that the outcome of the extrajudicial conflict resolution system is binding for the parties and for the Assignment Authority.
- 13. He or she understands and accepts that the assignment and registration of the domain name grants them the exclusive right to use it for addressing in the internet domain names system and in the terms set forth in the applicable regulations.
- 14. He or she declares that the administrative contact person indicated on the application has sufficient authorisation to act in that role, that the contact person accepts that he or she is the person responsible for any incident related to the domain name usage rights and that the person understands and accepts these conditions.
- 15. RED.ES, whose address is www.red.es, shall comply, in the handling of personal data on the individuals and entities mentioned, with Organic Law 15/1999, dated 13 December, on Personal Data Protection and its executive regulations, and shall not use these data for any other purposes than those related to the assignment and renewal of the domain name.
- 16. He or she understands and accepts that the personal data provided on this application, as the beneficiary of a domain name, may also be handled by Red.es in its function of developing and fostering the information society and for historical, statistical or research purposes, and that the data may be given to other Administrations, for these same purposes, in the cases indicated in sections one and two, article 21 of the Personal Data Protection Act.
- 17. He or she declares that all of the entities and individuals related to this application understand and expressly consent to the personal data provided being included in the databases, both internal and public, that RED.ES maintains, and that they be kept in that situation in the terms required for the management of the ".es" domain names Register, in accordance with Organic Law 15/1999, dated 13 December, on Personal Data Protection. He or she is hereby informed that the assignment of the

- domain name requires that these personal data be published in the ".es" domain names Register Database, which may be accessed by the public on the internet.
- 18. He or she understands and accepts that the rights to access and rectification may be exercised in accordance with personal data protection legislation. The rights to cancellation and opposition may be exercised only after giving up the requested domain name, since the handling of personal data by Red.es is required to assign and renew the domain name.