

# General Conditions of Use of the Afnic Extranet for managing TLDs



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# 1. Preamble

In the context of its activities as Registry and back-end registry operator, Association Française pour le Nommage Internet en Coopération (Afnic or the Association) makes IT and electronic communication resources available to internal and external users.

The use of these resources made available by Afnic implies compliance with the rules designed to ensure an optimum level of security, confidentiality and performance, and in general compliance with the applicable legal and regulatory provisions.

# 2. Definitions

**Access:** means the personal right, in the User's own name, granted by Afnic to the User to access and use Afnic's Resources, parametrised in accordance with the User's Profile and with a definite duration. Access includes the right to designate the Profile(s) authorised to access the Resources.

**GCU:** refers to these General Conditions of Use of the IT and electronic communication resources.

**Account:** means a personal and individual account allowing a person to become a User of the Extranet Services.

**Data:** means (i) the IT data, whether personal or not, and Afnic's contents and/or (ii) the IT data, whether personal or not, and the User's contents stored on Afnic's servers and those of the User's beneficiaries. The User's Data are in any case the sole responsibility of the User. Afnic cannot be held liable in this regard, and particularly not in respect of their content.

**Personal Data:** means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or an online identifier.

**Extranet:** means this website "https://www.extranet.nic.<tld>" on which the User can make use of the Services associated with the User's Profile.

**Identifiers:** refers to the User's identifiers such as login/password, electronic signature and certificates, etc. allowing the User to access the Resources.

**Information:** means all the gross data, statistics and performance analyses produced and provided from the Users' activity data in the context of the dashboard services offered by Afnic.

**Resources:** means the IT and/or electronic communication resources made available to the User by Afnic, resources hosted by Afnic and its beneficiaries and executable remotely by the User. The Resources consist in particular of servers, computers, applications, software programs, in Internet and/or intranet sites. The Resources are and shall remain the property of Afnic.

**Profile:** for each User, this means the specific configuration and parametrisation of Access to all or part(s) of the Resources depending on the rights authorised to that User by virtue of the contract entered into with Afnic for the granting of such Access (the "Contract") and/or legal and regulatory provisions.

**Service or Services:** refers to all or part of the functionalities of the Extranet, and in particular:

- ✓ managing and attributing domain names under the top level domains (TLDs) operated by Afnic;
- ✓ carrying out technical operations on such domain names;
- ✓ administering the contact persons of the domain names;
- ✓ managing invoices issued;
- ✓ generating portfolio statements of domain names;
- ✓ offering the User a space in which to share documents;
- ✓ access to certain services: the Platinum pack, registry data space, etc.;
- ✓ access various contents: technical and legal information, FAQ, operational, general and commercial news, etc.;
- ✓ Create user accounts and manage access;
- ✓ Consult one's User account.

**TLD (Top Level Domain):** this is the Internet Top Level Domain. There are two types - the ccTLD or "country" TLDs and the gTLD or 'generic TLDs'.

**User:** each natural and/or legal person having Access to any of the Resources. Members of Afnic personnel are referred to as internal Users. All other Users - natural persons representing Afnic's stakeholders such as registrars and registries - are referred to as external.

Internal Users must refer to the conditions of use applicable to them, namely the Internal Charter for the use of IT and electronic communication resources. In the event of stipulations contrary to these GCU, those of the Charter shall prevail.

## 3. Object

The GCU constitute the conditions of use of the Service. They are independent of the conditions of subscription and eligibility for the Service for which the User must previously have signed the Contract.

The Services are made available to Users with a view to their being used exclusively in accordance with the Contract and/or legal or regulatory texts in virtue of which Afnic has granted Access to the Service(s).

The use of such Service(s) necessarily implies acceptance of these conditions of use as well as of the aforementioned rules.

## **4. Acceptance, enforceability and amendments**

### **4.1. Acceptance of the GCU**

Before accessing the functionalities of the Service(s) for the first time, the User must read and unreservedly accept these GCU and the rules of use and technical documentation of the Resource(s).

In any case, any use of the functionalities of the website shall be deemed to signify acceptance of said GCU.

### **4.2. Enforceability of the GCU**

The User may consult the general conditions at the foot of the website and in his or her User Account at any time.

Proof of acceptance of these GCU will be kept by Afnic's registration system and shall serve as legal proof, notably of the date, duration and use of the Resources.

### **4.3. Amendments to the GCU**

Any amendment to these GCU shall immediately be communicated to Users through the website the first time they log on following such amendment.

In any case, any use of the functionalities of the website shall be deemed to signify acceptance of said amended GCU.

## **5. Accessibility**

The Extranet is accessible 24 hours a day, 7 days a week, all year round, without this constituting an obligation on the part of Afnic.

Afnic reserves the right, at any time and without prior notice, to temporarily suspend accessibility to all or part of the Service(s) forming the object of these GCU, for technical reasons, particularly those linked to the need to update or amend the website or its contents or to carry out maintenance on it and in general for any other technical and/or organisational reason.

## 6. Access to the Service

### 6.1. Granting of Access

Access is granted by Afnic to a User on the basis of the Contract and/or legal and regulatory texts.

The Resources are made available to Users with a view to their being used exclusively in accordance with the Contract and/or legal or regulatory texts in virtue of which Afnic has granted Access to the Resource(s).

### 6.2. Creation of user accounts by the User

Where a User is authorised by Afnic to create user accounts, the User undertakes, under his or her entire responsibility, to:

- (i) assign the Profiles in compliance with the limitations and restrictions of Access for the number of Profiles permitted and
- (ii) ensure that they comply with the GCU.

The User is informed that in the event of limitation, when the maximum number of Users that can connect at the same time has been reached, access to the Resources is impossible for any other User until one of the Users logs out.

To access the Service, the User must enter his or her Identifier and password on the Extranet welcome page.

### 6.3. Access to the Service by a dual authentication system

The means of activating and using this Service are described in the "User Guide", available in the User's Extranet Account in the section headed "Resources".

The User is allowed a certain maximum number of attempted log-ins. Beyond this number any further attempts are denied. In such case the User must follow the procedure described in the User Guide.

### 6.4. Duration and expiry of Access

Access to the Service(s) is agreed for an indeterminate period starting on the date on which Afnic sends the User his or her access particulars.

Access shall immediately be terminated in the following cases:

- **At the User's request;**
- **Upon the loss of the conditions of subscription and eligibility for the Service on the basis of which the User was granted Access;**
- **In the event of any problem relating to the use of the Account for which its User is held or is susceptible of being held responsible;**
- **If the User fails to fulfil any of his or her contractual obligations pursuant to these GCU and/or the specific conditions relating to the Service(s).**

In the aforementioned cases, the Account will be deactivated.

## 7. Identifiers and security

Each User has personal and confidential Identifiers provided by Afnic to allow him or her to access the Resources depending on the User's Profile.

The technical means of implementing these Identifiers are defined by Afnic and the User undertakes to implement them in accordance with the indications communicated to him or her by Afnic.

The User undertakes to keep his or her Identifiers strictly confidential. The User alone is authorised to use and access the Resources using his or her Identifiers, which may not be shared or assigned in any circumstances.

The User is solely responsible for the use, safekeeping and confidentiality of his or her Identifiers and for the actions carried out using them. Access is effected under the User's sole responsibility.

In the event that a User is granted the possibility of changing all or part of his or her Identifiers, any such change(s) made shall be at the sole discretion and under the sole responsibility of the User.

Any use of the Identifiers shall be irrefutably deemed to be a use of the Resource(s) by the User unless and until this is legally challenged.

The User undertakes to inform Afnic without delay by any appropriate means of any problem of communication to third parties and any theft of Identifiers and in general any risk of the confidentiality of these Identifiers being compromised. This information shall be confirmed by registered letter with acknowledgement of receipt.

Users are reminded that all secret codes are confidential and must never be communicated. In particular, the User must be vigilant as regards the source of fraudulent emails that may imitate Afnic's name and logo.

## 8. Data and Information

The User undertakes to use all the Data and Information provided in the context of the Service in compliance with the legislative and regulatory provisions, the professional rules of ethics governing his or her activity and the authorisations held to exploit his or her clients' data.

Users are expressly reminded that Afnic performs and provides the Services very largely based on the information communicated to it by Users.

It is incumbent upon each User to make sure:

- **that the Information provided to Afnic is appropriate to his or her needs;**
- **that he or she has the necessary skills and authority to use the Data and Information;**
- **and that in any case the Data and Information are used under his or her exclusive control, direction and responsibility.**

The User shall be solely and personally responsible for dealing with any claims or complaints by third parties and/or clients arising from the use or exploitation of the Data and Information. In particular, Afnic declines all liability for any use that might be made of the Data and Information.

The User shall not be able to hide behind the responsibility of Afnic and in this respect shall refrain from referring third parties to Afnic.

If a claim seeks or is likely to seek to hold Afnic liable, the User shall inform Afnic of this without delay.

## 9. Confidentiality

The User undertakes to respect the confidential nature of the Data and Information without limitation as to duration.

The User expressly undertakes not to disclose to any unauthorised third party any confidential information understood as being confidential by nature and in particular information relating to Afnic in general, its activities or its operation.

Confidential information may be disclosed only on the following conditions:

- **Authorisation of the issuer;**
- **Designation of an authorised recipient;**
- **Compliance with a secure procedure.**

A User's access to the information and documents kept using the Resources must be limited to those that are owned by or relate to that User or those that are public or shared. In particular, except with the express agreement of the owner, the User is prohibited from deliberately obtaining knowledge of information held by other Users, even if they have not protected it. This rule applies in the event that the User should access Data not authorised by his or her Profile.

## 10. Intellectual property

With the exception of such elements as are the property of third parties, the elements accessible through the Service such as, but without limitation, trademarks, drawings, models, images, texts, photographs, logos, graphic charters, software applications, search engines, databases and business intelligence tools and procedures are the exclusive property of Afnic.



In general terms, the User undertakes not to make use of the Resources in breach of the rules relating to intellectual property.

The making available of the Resources does not entail any assignment of any kind to the User of intellectual property rights to the elements belonging to Afnic.

Afnic has duly taken out the third-party licences necessary exclusively for the provision of the Services within the limits and on the terms and conditions defined in these GCU. Any other use would constitute an infringement of third party rights sanctioned by Articles L. 335-2ff. of the Intellectual Property Code.

## 11. Agreement on proof

The User agrees that all the elements, traces and connection logs relating to the use of the Service and the Resources shall be considered as proof.

## 12. Liability

Afnic will use its best efforts within the limits of the state of the art to ensure the optimal operation of the Services, but may not be held liable in the event of errors, non-availability of Data and Information and/or the presence of a virus on its website.

Afnic will use its best efforts to ensure the security of the Service, but can in no case guarantee it.

Afnic is not responsible for the transmission of data or for interruptions of service as a result of chance occurrences or force majeure and in particular in the event of:

- **Labour disputes - even partial - arising at Afnic or any intermediary involved in the operation of the IT services,**
- **The lack of provision of electric power.**

The User acknowledges having verified that the IT configuration that he or she uses does not contain any virus and is in perfect working order.

The User undertakes not to do anything or perform any technical intervention that might compromise the proper functioning of the Resources. The User undertakes to take care of the Resources and to protect them from any deterioration. The User undertakes not to circumvent the security measures laid down by Afnic. The User is obliged to take due note of the general security rules and of the specific rules relating to the Resources. The use of the Resources must be reasonable, rational and fair in order to avoid their being overloaded or misused or their security being compromised.

The User acknowledges that his or her use of the Service is under his or her sole and exclusive responsibility.

In particular, in the context of the use of the Service and of the Resources, the User undertakes:

- to respect strictly the confidentiality of the documents made available to him or her;
- to respect strictly the confidentiality and security of the Data and Information to which he or she has access. Any breach shall entail the liability of the author of such breach;
- not to modify the Services made available to him or her by adding software or equipment for any reason whatsoever;
- not to make access to the Extranet or to the Services available to unauthorised users;
- not to use or try to use profiles other than his or her own for purposes of usurpation or to mask his or her real identity;
- not to disturb the proper functioning of the Services and Resources by abnormal and/or unreasonable manipulation such as by introducing undesirable software (for example, and without limitation: viruses, Trojan horses, logic bombs, sniffers, spyware, etc.);
- not to attack the security of the Services and Resources in any way whatsoever. The User represents and warrants that he or she is familiar with the rules of use and operation as well as with the limitations of the networks (transmission of possibly misappropriated data and information, corrupted websites, viruses, etc.);
- to take all appropriate measures to protect his or her IT equipment, data, files or programs against contamination by viruses and hacking;
- to have taken due note of the description of the Services and Resources. The User represents and warrants that he or she has understood the functioning of the Services and Resources and the implications thereof.

Furthermore, the Information provided by Afnic in the context of the use of the Service is made available to the User without any express or tacit guarantee that is not provided in these GCU:

- Afnic cannot guarantee the absence of mistakes, omissions or irregularities in this Information or that the Information will continue to be provided.
- It cannot be held liable for any loss, harm or damage of any kind caused to third parties by the re-use of the Information by the User. The User is solely responsible for the re-use of the Information and for the use that he or she makes of the Services.

## 13. Personal Data

### 13.1. Users' Personal Data

Afnic processes Users' personal data only when necessary, in a manner that is pertinent and proportionate to the purposes determined, in compliance with the provisions in force regarding the protection of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the "General Data Protection Regulation" or "GDPR"). All the details of this processing of personal data by Afnic and the procedures for exercising the personal rights are available on the Extranet in the sections headed **Your data** and **Cookies**.

## 13.2. Other Personal Data

Each User undertakes – and guarantees Afnic in this regard – to use the Services and Resources to perform its processing of personal Data in the capacity of Data Controller in compliance with the provisions in force on the protection of personal data.

In the context of the Services, Afnic will communicate personal Data to the User, the recipient of these data in the meaning of the GDPR. The User is solely responsible for their processing for the purposes that he or she has defined. The User warrants to Afnic the legitimacy of his or her processing of personal Data in application of the GDPR and of the Article “Protection of personal data” in the Contract entered into between the User and Afnic.

In particular, the User warrants that no use will be made of automated decision making or profiling.

The User must comply with the legal framework relating to the protection of personal Data, any breach of which is subject to criminal sanctions.

The User must refrain in particular from any collection or misuse in general of personal Data to which he or she has or might have access, and from any act likely to infringe upon personal privacy or reputation.

## 13.3. Personal Information & Data

To provide the Information on activities linked to the use of domain names (under the Croissance service pack for example), Afnic uses the SIRENE business register database produced by the National Institute of Statistics and Economic Studies (INSEE), under an open licence.

INSEE specifies that the SIRENE database contains personal Data.

Consequently, the User shall apply to the processing of these Data his or her legal obligations in force on the protection of personal Data.

Depending on the use of the data, it is the User's responsibility to take account of the most recent *statut de diffusion* (status as regards permitting or not permitting the dissemination of personal data in the case of individual entrepreneurs) of each natural person in the SIRENE database.

(To provide the Service, Afnic downloads the updated SIRENE database once a month.)

## 14. Supervisory measures

The User acknowledges that, to ensure the proper functioning, maintenance and security of the Extranet, Afnic may analyse and check the use of said website and the exchanges and Data of Users.

These checks shall be carried out in compliance with applicable legislation, respecting Users' confidentiality and privacy.

To this end, Afnic may, if it sees fit:

- **access such information as may be necessary to the diagnostics and administration of the Extranet, scrupulously respecting the confidentiality of this information and ensuring it does not alter it;**
- **carry out the necessary investigations to make sure of the proper functioning and security of the Extranet; Afnic will not disclose the information of which it becomes aware during these investigations, unless its disclosure is made necessary by the detection of an act of piracy, intrusion, or any problem leading to a dysfunction, in which case Afnic may explore Users' files and disclose extracts to the authorised persons;**
- **intercept and/or prohibit any flow of information presenting risks of attack on security;**
- **take precautionary measures in the event of duly established infringement.**

## 15. Sanctions

Any User failing to comply with the GCU shall be barred from access to the Extranet and his or her Account shall immediately be closed, without prejudice to legal action.

## 16. Governing Law

French law shall apply to matters of both form and substance.

The French courts shall have sole jurisdiction to rule on any dispute that may arise in respect of these general conditions.

## 17. General

If any clause were to prove null and void, this shall not entail the nullity of any of the remaining clauses and such clause shall be deemed not to have been written.