

I. DATA PROCESSING AGREEMENT
(Updated May 2018)

II. Subject of the Agreement

Within the framework of the new data protection regulation approved by the European Union known as GDPR, this agreement seeks to regulate the reception, processing, protection and delivery of data received by NameAction from its clients for: registration, renewal, management of purchases and sales, administration and other services related to domain names on the Internet.

III. Duration of the Agreement

The agreement will have an annual validity, at which term it will be automatically renewed unless new rules have arisen in the field of internet data processing that warrant any modification to this text, which will be informed as soon as possible to the clients.

IV. Application of the Agreement

This agreement will be informed through a link which will appear on the main page of NameAction's website and from which the full text of this document can be accessed. This link also informs that the mere fact of requesting any service from NameAction implies the automatic acceptance by the client of the "Data Processing Agreement".

V. Data Protected by the Agreement

This agreement seeks to protect the data related to the information of the company or natural person who has requested some type of service related to the registration, renewal, administration and management of purchase or sale of a domain or other service.

VI. Obligations of the Client

The information must be delivered by the channels established by NameAction for this purpose and in writing.

The client undertakes to apply all the security standards **at their disposal** to avoid any data leakage in the delivery of the information required to process the requested services.

VII. Obligations of NameAction

NameAction is obliged to provide a secure electronic environment to receive the information delivered by the client and which is required to process requested services.

NameAction is obliged to protect the data received and to block its public exposure on company sites through access codes for the exclusive use of the client that requested the service.

NameAction is obliged to train its employees regarding personal data protection.

NameAction is obliged to use the data received by the customer only and exclusively for the purposes required by the customer: registration, renewal, administration, management of purchases and sales or other service specified by the customer related to domain names.

NameAction is obliged to keep the data confidential even after the termination of the contractual relationship with the client.

NameAction is obliged to report any request for customer data that it receives from a third party and not to provide that information unless it receives written approval from the person who owns that data.

VIII. Service Providers

NameAction is committed to carefully selecting the service providers that deliver the highest security of the data involved in the management of the services.

NameAction compromises to inform all its suppliers in relation to this data protection agreement and to request its commitment in compliance with the rules established in this agreement.

The parties accept that either Party may engage with other third party processors or subcontracts to perform particular services for such parties, in the event of an engagement the Parties must have written agreements that cover all the responsibilities in relation to Personal Data set out herein and in accordance with the GDPR.

IX. Technical Measures in Data Protection:

NameAction and the client compromise to implement a set of technical measures, in electronic communication with customers, servers and databases to ensure the protection of their customers' data in the event of any breach of security from outside.

NameAction undertakes to update periodically its security measures and to inform the client about any change of magnitude in its security systems.

X. Responsibility Limitations

The responsibility of protecting customer data is limited to the internal process of NameAction for the management of information on requested services.

We expressly exclude from our responsibility the handling of the information made by those official bodies that are obligatorily required to process the requested services, for example the NICs of each country, service payment bank, etc., which have their own Data Protection measures.

If required by any official government body within the framework of a legal procedure, our company will inform as soon as possible of the situation; in case of a legal requirement NameAction will inform the client and at the same time delivering all the information in our power over to comply with the legal procedure related to the domain. In this same context, NameAction will comply with any verdict or judicial ruling related to the domain name or information associated with it.

Any antecedent that indicates that there was a violation of the confidential data of the client by NameAction should be informed immediately and in writing accompanying the background that clearly links our company with this data breach to conduct the relevant investigation and implement measures that allow to amend the problem.

If our company or the client receives any demand, claim, warning or indication related to the violation of data protection of any nature, both internal and external, it must immediately inform the parties involved and provide all their cooperation to mend the problem.

NameAction reserves the right to terminate the provision of service for a client or domain or the relationship with a provider if it verifies that it is not complying with the data protection rules established.