

### ADDENDUM TO THE REGISTRAR STATUS PROTOCOL

By and between:

**Associação DNS.PT**, whose registered office is at Rua Latino Coelho, no. 13 – 5<sup>th</sup> floor – 1050-132 Lisbon, parish of Avenidas Novas, county of Lisbon, legal entity number 510,664,024, represented by Luisa Gueifão and by Inês Esteves, in their capacities as Chairwoman and Member of the Board of Directors, respectively, hereinafter the **Registry** or **.PT**;

#### and

 Name/corporate name, whose registered office is at
 , 

 parish of
 , county of
 , legal entity number
 , registered in the

 Commercial Registry under the same number, with a share capital of €
 (
 euros), duly represented by

, in his/her capacity as , hereinafter the **Registrar**,

#### Whereas:

- a) The **Registry** and the **Registrar** have entered into a Protocol dated , under which the latter was granted Registrar Status, hereinafter the "**Registrar Status Protocol**" or "**Protocol**";
- b) The European Union has adopted Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, hereinafter the "GDPR";
- c) The GDPR will become fully effective on 25 May 2018, the date on which all entities falling under its scope of application must comply with the terms and conditions laid down therein;
- In order to comply with the new legal requirements resulting from the GDPR, as well as with the other legal provisions applicable in respect of privacy, data



protection and information security in general, the Parties wish to add a number of clauses to the **Registrar Status Protocol** in effect, identified above in greater detail;

### This Addendum to the Registrar Status Protocol is hereby agreed.

### CLAUSE ONE (Definitions)

For the purposes of this Addendum, all the expressions below shall have the meaning assigned thereto herein, unless a different meaning clearly results from the context in which they are used, and, in the event of doubt, the definition set forth in the GDPR shall prevail:

- a) 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, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal data collected in the context of registration, maintenance and removal of a .pt domain;
- b) General Data Protection Regulation: Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, hereinafter the GDPR;
- c) Controller: Associação DNS.PT, .PT, given that it is the entity that determines the purposes and means of the processing of personal data collected in the context of registration, maintenance and removal of a .pt domain;
- d) Personal Data Breach: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;



- e) **Processing of Personal Data**: means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- f) Processor: the Registrar, given that it processes personal data collected in the context of registration, maintenance and removal of a .pt domain in the name and on behalf of the controller;
- g) **Registrant**: the natural or legal person that owns the domain name and whose personal data associated therewith may be made available in WHOIS;
- h) **Registrar:** the legal entity that provides domain name registration and management services, duly accredited by DNS.PT;
- i) **Registry**: Associação DNS.PT, the entity responsible for the registration, management and maintenance of Portugal's top-level domain, ccTLD (*country code Top Level Domain*).pt.

#### **CLAUSE TWO**

### (Processing of Personal Data)

- 1. For the purposes of this Addendum, with regard to data protection matters, the **Registrar** will act as processor, acknowledging that, for the purposes of performance of the Protocol, it will process personal data, on behalf of and in accordance with instructions issued by **DNS.PT** as controller, exclusively for the purposes of registration and management of .pt domain names, pursuant to the applicable legislation and .PT's Domain Name Registration Rules in effect and published at www.dns.pt.
- 2. The processing of personal data shall be restricted to the set of data included in the operations necessary to perform the activities concerned by the Protocol, which include:
  - a) Name of the domain owner;
  - b) Full address;

- c) City;
- d) Country;
- e) Taxpayer identification number;
- f) Email;
- g) Telephone number.
- 4. In the context of performance of the Protocol, no special category of personal data, within the meaning of Articles 9 and 10 of the GDPR, is processed.

### **CLAUSE THREE**

### (General Obligations applicable to data processing and protection)

- The **Registrar** hereby undertakes that the operations referred to in the preceding clause, including the transmission and storage of data, will, as far as possible, be performed in the European Union.
- 2. Without prejudice to the provisions of the preceding number, when the processing operations are not exclusively performed in the European Union, the **Registrar** shall ensure that the third country provides appropriate safeguards and that enforceable data subject rights and effective legal remedies for data subjects, within the meaning of Article 46 of the GDPR, are available.
- 3. The **Registrar** shall keep any personal data it accesses in strict confidentiality, ensuring that the persons authorised to collect and process such data are subject to confidentiality obligations.
- 4. The **Registrar** further undertakes to comply with the **GDPR**, as well as with all applicable domestic and European legal provisions in respect of privacy, personal data protection and information security binding upon it, as well as to observe and comply with the provisions of this Addendum.
- 5. The **Registrar** shall properly train the employees in charge of collecting and processing personal data in respect of the obligations provided for in this Addendum.



6. The interpretation of any provision of this Addendum shall not, in any event, constitute a ground to act or fail to act in breach of the applicable privacy and personal data protection laws.

### **CLAUSE FOUR**

### (Specific obligations applicable to data processing and protection)

- Upon registering a domain name, the **Registrar** shall clearly, objectively and explicitly inform the Registrant about:
  - a) the purpose and legal ground for the processing of his/her personal data, as well as the categories of data processed and corresponding retention periods;
  - b) the fact that his/her personal data are processed in the name and on behalf of .PT;
  - c) the policy for making data available in the WHOIS directory and the corresponding possibility of the Registrant consenting to the disclosure of his/her personal data in the WHOIS public service;
  - d) the form and means to express his/her consent in the terms and for the purposes of the preceding paragraph.
- 2. The information stated in the paragraphs of the preceding number shall be given by making available an Information Note and a Declaration of Consent for the Processing of Personal Data in WHOIS, which are attached hereto. The **Registrar** shall maintain records that are current, organised in a systematic manner, easy to read and permit the easy retrieval of information, evidencing compliance with the aforementioned obligations, notably that the aforementioned declaration of consent has been signed.
- For the purposes of the Protocol, the **Registrar** shall process any personal data it accesses strictly in compliance with **DNS.PT**'s instructions and not with any third party's instructions.
- 4. The quality and accuracy of personal data must be ensured. The **Registrar** shall make available the means necessary to access, rectify or erase such data,



ensuring their implementation within **DNS.PT**, and shall also endeavour that any inaccurate or incomplete personal data be erased or rectified.

### **CLAUSE FIVE**

### (Cooperation)

- Without prejudice to the provisions of this Addendum and the GDPR, notably its Article 28, the **Registrar** shall, whenever so requested, assist **.PT** in order to ensure:
  - a) compliance with the obligation to notify personal data breaches, notably to the supervisory authority and data subjects;
  - adoption of appropriate security measures to mitigate the risk inherent in the processing of personal data;
  - c) the performance of data protection impact assessments, where necessary pursuant to Article 35 of the GDPR.
- 2. The **Registrar** undertakes to refrain from disclosing or transferring personal data to any third party without **DNS.PT**'s prior written consent, save when there is a legal ground for such disclosure or transfer or requested by the supervisory authority, in which case the **Registrar** shall, whenever possible, give prompt written notice to **.PT** before complying with such request to disclose or transfer personal data and comply with all reasonable instructions of **.PT** to this end.
- 3. Without prejudice to the provisions of the preceding number, the **Registrar** acknowledges that the Registrant is entitled to transfer the management of the domain name to another **Registrar** or manager and shall cooperate with **.PT** and the new entity in the process of transferring the domain, as well as any personal data necessary to this end.
- 4. The **Registrar** shall ensure that **.PT** is notified of any and all notices received from data subjects in respect of any exercise of the right to erasure, data portability, restriction and objection to processing, as well as any withdrawal of consent, and shall comply with all reasonable instructions of **.PT** in respect of such notices.



- 5. The **Registrar** shall endeavour that records be kept of the processing activities performed under this Addendum.
- 6. .PT must be informed by the **Registrar** in writing as soon as the latter becomes aware of any accidental or unlawful destruction, loss or accidental damage, alteration, unauthorised disclosure of, or access to, personal data.

### **CLAUSE SIX**

### (Security and Privacy)

- The **Registrar** undertakes to adopt appropriate technical and organisational measures to ensure a level of security and protection of the personal data processed that makes it possible to mitigate any risks resulting therefrom, including, as appropriate:
  - a) Encryption of personal data during their transmission;
  - b) Implementation of arrangements to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c) Ensuring that the availability of and access to personal data is restored in a timely manner in the event of a physical or technical incident;
  - d) Implementation of a process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures for ensuring the security of the processing.
- 2. The **Registrar** shall further implement arrangements to prevent any accidental or unlawful destruction, loss or accidental damage, alteration, unauthorised disclosure of or access to relevant information in the context of performance of the Protocol and this Addendum, and that ensure protection of the accesses to all **.PT**'s information systems.
- 3. The **Registrar** shall ensure compliance with the security standards and procedures previously communicated by **.PT** and expressly included in the Quality, Information Security and Privacy Policy, attached to this Addendum.
- 4. The Registrar undertakes to inform .PT of its security policies, as well as of any material changes thereto.



 Any suspected incident impairing the security of any information network or system used under this Addendum shall be immediately notified to **.PT**, without prejudice to any notice to be given to the competent public authorities.

### **CLAUSE SEVEN**

### (Subcontractors)

- No right or obligation under the Protocol and this Addendum may be assigned to another entity without .PT's prior written consent.
- 2. The **Registrar** may subcontract another entity to, under its direct authority, process any necessary personal data under the Protocol.
- 3. The **Registrar**'s subcontractor shall be subject to the same contractual requirements as the **Registrar** in respect of personal data protection and information security.
- 4. The **Registrar** undertakes to report each year the list of entities referred to in no. 2 of this clause, as well to give notice of any alteration sought to the number or replacement of entities, **.PT** being entitled to object to such alterations.
- 5. The **Registrar** shall be responsible for any breach of any personal data obligations by its subcontractors.

### **CLAUSE EIGHT**

### (Right to Audit)

- 1. **.PT** reserves the right to audit compliance with the procedures and legal and contractual requirements resulting from the **Registrar**'s obligations, including:
  - a) Existence of appropriate levels of security in the context of performance of the Protocol and this Addendum;
  - b) Compliance with the requirements set forth in the GDPR, having the right to inspect the facilities and the personal data processing activities performed, to which end it shall be given access to all locations, IT



systems and documents necessary for full and effective performance of these actions.

- Save in the event of urgency, such as any breach of confidentiality of personal data of which .PT becomes aware, the audit shall be performed by .PT in the Registrar's facilities, subject to 15 business days' prior notice, through employees designated to this end and, if appropriate, using the services of third parties.
- Audits shall be carried out expeditiously and efficiently, not impairing the Registrar's ability to provide its services.
- .PT shall have no right to access or become aware of any confidential information of the **Registrar**, as well as records unrelated to the Protocol or this Addendum.
- The exercise of the right to audit by .PT shall not reduce, in any way whatsoever, the **Registrar**'s liability in the event of any fault detected in this context.
- 6. The **Registrar** undertakes to correct the findings resulting from the audit by the deadlines set by .PT to this end, provided they are technically feasible and do not imply disproportionate investments. If the solutions proposed are technically unfeasible or imply disproportionate investments, the **Registrar** shall inform .PT and the parties shall agree the measures to be implemented to correct the faults and/or shortfalls detected and improve the **Registrar**'s procedures.
- 7. The audit costs shall be borne by **.PT**.

### **CLAUSE NINE**

### (Obligation of Secrecy)

The Parties undertake not to disclose any information obtained from the other Party as a result of performing the Protocol and while the same is in effect.

### CLAUSE TEN (Liability)



Without prejudice to liability under the applicable law, breach of any provision of this Addendum may entail the immediate loss of the .PT Registrar Status, without any compensation on the part of .PT.

### **CLAUSE ELEVEN**

### (Amendments to the annexes)

The **.PT** undertakes to inform the **Registrar** of the changes that any of the Annexes to this Addendum may be subject to, and no further formalization procedures are necessary in order for them to constitute themselves as up-to-date and applicable versions.

### CLAUSE TWELVE (Duration)

This Addendum to the Protocol shall become effective upon its execution and shall remain in effect until expiry of the Protocol, whose initial duration shall remain unchanged.



Made in Lisbon, on , in two counterparts of equal value and content, which shall be signed by the Parties.

### ANNEXES:

- I Information Note
- II Declaration of Consent for the Processing of Personal Data in WHOIS

### III - Quality, Information Security and Privacy Policy

Registry:

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### Registrar:

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Annex I Information Note

### INFORMATION NOTE PROCESSING OF CLIENTS' PERSONAL DATA

### Background

Associação DNS.PT, hereinafter ".PT", is committed to ensuring that its clients have the greatest control over their personal data, in line with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"). In this sense, we wish to ensure that the processing of personal data collected in the course of registration of a .pt domain is lawful, fair and transparent.

It is against this background and with a view to clarifying concepts and principles that we provide the information below, which should be understood without prejudice to the need to consult the applicable laws, regulations and administrative guidelines.

### Controller

.PT acts as controller in respect of the processing of any personal data which it accesses as the entity responsible for the management, registration and maintenance of domains under ccTLD.PT.

#### Purpose of the processing

Save with regard to personal data to be disclosed in the WHOIS directory, the personal data of clients will only be processed as necessary for pre-contractual procedures requested by these clients or in the context of a contractual relationship resulting from registration of a .pt domain.

Management of the contractual relationship includes contacts, via web platform, email and/or telephone, for notices, clarification of issues or enquiries to assess customer satisfaction and the services provided.

Personal data of clients shall not be treated for any purpose other than those stated.

#### Processed personal data

Clients' personal data will be collected directly through .PT's corporate website (<u>www.dns.pt</u>) or platforms managed by accredited registrars or managers, which shall act as processors, within the meaning of the GDPR.

The following data will be processed in respect of the domain owner, the manager and the person responsible for technical matters: name; address; country; email; telephone number; taxpayer number; NIB/IBAN.

### Data subjects' rights

• **Right of access** to your respective personal data. In order to exercise this right, please access your reserved area online at <u>www.dns.pt</u>, using your credentials.

• **Right to rectification** of any personal data that are inaccurate or incomplete. In order to exercise this right, please make the relevant changes online in your reserved area at <u>www.dns.pt</u>, contact your registrar or contact DNS.PT directly using the email address <u>request@dns.pt</u>.

• **Right to erasure** of your personal data. In order to exercise this right, please contact your registrar or contact DNS.PT directly using the email address request@dns.pt.

• **Right to restrict the processing** of your personal data. In order to exercise this right, please contact your registrar or contact DNS.PT directly using the email address <u>request@dns.pt</u>.

• **Right to portability** of your personal data. In order to exercise this right, please contact your registrar or contact DNS.PT directly using the email address request@dns.pt.

• **Right to object** to the processing of your personal data. In order to exercise this right, please contact your registrar or contact DNS.PT directly using the email address <u>request@dns.pt</u>.

• **Right to complain** to the Portuguese supervisory authority, the Comissão Nacional de Proteção de Dados (<u>www.cnpd.pt</u>), should you believe that any of the above rights has been breached.

### Processors, disclosure and transfer of personal data

Your personal data may be disclosed or transferred to court authorities, ARBITRARE - Centro de Arbitragem para a Propriedade Industrial, Nomes de Domínio, Firmas e Denominações (the Arbitration Centre for Industrial Property, Domain Names, Corporate Names and Denominations) and to any entity to which the law assigns powers in respect of criminal investigation or whose mission is to oversee or ensure compliance with the legislation applicable, in particular, to the protection of consumer rights, intellectual property, communications, security, public health and trade practices in general. Only personal data necessary for their intended purpose will be disclosed and transferred.

### **Automated means and decisions**

Personal data shall be treated by automated means, not being, however, subject to any individual automated decision-making process, including profiling, save as permitted under the applicable law.

### **Record retention periods**

The record retention periods clearly resulting from the law, notably in respect of tax matters, shall be strictly complied with. In addition to personal data falling within the aforementioned scope, the remaining personal data will be stored and kept as long as necessary for the purpose for which they were collected and shall accordingly be destroyed upon expiry of the validity of the .pt domain name.

Any of the aforementioned understandings may be altered as a result of any law, court decision or recommendation of any competent administrative authority. In this event, this document will be updated as soon as possible and duly publicised at <u>www.dns.pt</u>.

### **Data Protection Officer**

.PT has appointed a Data Protection Officer. Accordingly, this officer may be contacted directly, using the following contact details, to clarify any issues related to the processing of your personal data and the exercise of your rights. Contact details: <u>epd@dns.pt</u>



Annex II

Declaration of Consent for the Processing of Personal Data in WHOIS

### **CONSENT FOR THE PROCESSING OF PERSONAL DATA IN WHOIS**

I, , manager / owner of the domain name , <u>hereby declare</u>, for the purposes of article 13 of Regulation (EU) 2016/679/2016 of 27 April, the General Data Protection Regulation, hereinafter the "GDPR", that I consent to the processing and disclosure, via the WHOIS protocol, at whois.dns.pt, and via the web, notably at <u>www.dns.pt</u>, of my personal data, duly identified in paragraph (f), by ASSOCIAÇÃO DNS.PT, hereinafter ".PT", as the entity responsible for managing and operating the domain registration service under .pt.

I further declare that I am aware and understand that within the context of registration of the domain identified herein:

- (a) .PT will act as controller of my personal data.
- (b) WHOIS' policy and the processing of personal data in the context of the .pt domain registration service shall comply with the legislation on the protection of personal data, as well as the other applicable legislation.
- (c) The purpose of the processing of my personal data consists of their publication in WHOIS' directory, enabling their accurate association with the domain name .
- (d) My personal data shall not be treated for any purpose other than that stated in the preceding paragraph.
- (e) Should I not give my consent thereto, my personal data shall not be published; instead an anonymised contact option, intended for general contact purposes for notices of breaches or abuses, will be displayed in WHOIS' web version.
- (f) The personal data to be disclosed shall be limited to: name, address and email (in the capacity as domain owner).
- (g) .PT has appointed a Data Protection Officer. Accordingly, I will be able to directly clarify any issues related to the processing of my personal data and the exercise of my rights using the following contact details: <u>epd@dns.pt</u>
- (h) Pursuant to the rights granted to me under the law, I may, at all times and for free, exercise the right:
- to access and/or rectify my personal data by accessing online my reserved area at <u>www.dns.pt</u>, or, alternatively, to contact my Registrar or DND.PT using the email address <u>request@dns.pt</u>;

- (j) to withdraw my consent to the disclosure of my data in WHOIS by accessing my reserved area at www.dns.pt;
- (k) to present a complaint to the Portuguese supervisory authority, the Comissão Nacional de Proteção de Dados (www.cnpd.pt), if I believe any of the rights referred to above has been violated.
- (I) My personal data, even if not made public, may be disclosed or transferred, to the extent necessary, to court authorities, ARBITRARE - Centro de Arbitragem para a Propriedade Industrial, Nomes de Domínio, Firmas e Denominações (the Arbitration Centre for Industrial Property, Domain Names, Corporate Names and Denominations) and to any entity to which the law assigns powers in respect of criminal investigation or whose mission is to oversee or ensure compliance with the legislation applicable, in particular, to the protection of consumer rights, intellectual property, communications, security, public health and trade practices in general.
- (m) My personal data shall be treated by automated means, not being, however, subject to any individual automated decision-making process, including profiling, save as permitted under the applicable law.
- (n) My personal data shall only be made available in the WHOIS service as long as the domain name is valid or while the consent is not withdrawn.

I further declare, taking into account the above, notably the identification of my personal data which will be disclosed, as well as the specific purpose of such disclosure, that this document is a declaration of consent, in accordance with and for the purposes of the GDPR.

DATE



Annex III Quality, Information Security and Privacy Policy

### Quality, Information Security and Privacy Policy

Signature

ASSOCIAC



### DOCUMENT CONTROL

### Version History

Date	Version	Author	Description
2015.02.05	1.0	Luísa Gueifão	Approved
2016.04.07	2.0	João Fialho	Edited - Reinforced the business continuit
2016.04.07			topics.
			Edited - Reinforced security issues related
2017 02 02	2.0	<b>Ricardo</b> Pires	to suppliers.
2017.02.03	3.0	Sónia Veloso	Adjustment of terms and references 9001
			2008 to 9001: 2015.
	4.0	Andreia Brito	Edited – Increasing of concepts related to
2018.02.12		Sónia Veloso	protection of personal data: Regulation EL
		<b>Ricardo Pires</b>	2016/679 of April 27, 2016.

### Quality, Information Security and Privacy Policy

### Index

1.	Mission	
2.	Purpose	
		141
3.	DNS.PT Values	
4.	Commitment to Quality, Information Security and Privacy	

Quality, Information Security and Privacy Policy

### 1. Mission

Ensure the correct technical management, operation and maintenance of the top level corresponding to Portugal, .pt, and contribute to the development of the national Ir based on the provision of a quality and consistent service, pursuing a policy of innovat technological updating, oriented to the needs and expectations of users and the com respecting the privacy and protection of personal data, ensuring the safeguarding of infor and ensuring its confidentiality, integrity and availability.

### 2. Purpose

To promote the sustainability of the continuous development of the Portuguese interne providing an excellent service and becoming a benchmark for the Internet community and partners.

### 3. DNS.PT Values

- Ethics and Respect operating with integrity and openness, promoting a culture of trust and respect.
- Equity and equal treatment being impartial, objective and fair while attribut managing domain names.
- Rigorous respecting the applicable laws and internal regulations, meeting deadli objectives.
- Quality of services adopting best practices and promoting service excellence.
- Technical and professional skills developing the employees' knowledge and inve their personal and professional development.
- Responsibility and Commitment protecting and safeguarding the information cc edited, stored, shared and processed internally or externally, by assuring the le confidentiality, integrity and availability.
- Trust promote and consolidate the internet community, users and partners trus service provided.

### 4. Commitment to Quality, Information Security and Privacy

Within the scope of its operations, the .PT assumes and recognizes the fundamental ne commit to:

Reinforcing its **partnership** with the registrars, on a technical, legal and administrative l achieving mutual benefits and, consequently, increasing the sustainable growth of dom registration and increasing the users and community satisfaction;

Quality, Information Security and Privacy Policy

administrative level. As well as, ensuring the compliance and safeguard of third party particularly in terms of intellectual property;

Ensuring that the daily operations, as well as the long term and medium term pla strategies, are compliant with respective legal and regulatory requirements;

Valuing our human capital, by investing in improving employees' skills, adopting polic promote innovation, motivation, involvement and commitment to .PT's mission and goa

Ensure that networks, systems, technologies that support .PT activity operate with hig of service and are kept technologically updated, and whenever vulnerabilities are ide controls are implemented to protect the **confidentiality**, **integrity**, **availability** and **pr**i the information;

Ensure that employees, providers and stakeholders are notified to comply with the **secu privacy policies and requirements** defined by .PT, and properly report any suspicion 1 security or privacy of the information has been compromised. The .PT shall report to the r authorities high risk security incidents and any breach of personal data;

Ensure that the processing of **personal data** is carried out in a lawful, equitable, necess transparent manner, taking into account the existence of adequate technical and organi measures to guarantee the **authenticity**, **integrity** and **privacy** of the data being pro protecting the exercise of legally established rights.

Ensure **business continuity** by implementing measures to ensure the resilience of .PT the adversity, and ensure the **availability** of information according to its typology, va relevance, thus ensuring the maintenance and recovery of critical activities of the orga in a acceptable timeframe, minimizing the consequences of incidents for its stakeholder

The .PT guides its operations to ensure its continuous improvement, by reviewing and u its processes, policy and objectives, in line with international standards ISO 9001:20 ISO27001:2013.

The .PT is open to communications and will continue to disclose its Policies, both intern externally, keeping it current and available on its website <u>www.dns.pt</u>.