



## **GENERAL TERMS AND CONDITIONS FOR .NL REGISTRANTS**

### *General*

These general terms and conditions regulate the relationship between the Foundation for Internet Domain Registration in the Netherlands (Stichting Internet Domeinregistratie Nederland or 'SIDN') and any party who registers a .nl domain name with SIDN. On the basis of this registration, SIDN includes the relevant .nl domain name in the zone file so that it is technically possible to find the domain on the Internet.

### *The registrar*

An application to register a domain name has to be made to SIDN via a registrar. Throughout the registration period, the registrar continues to play a role in respect of the domain name; any amendment to the registration must be made through the registrar, for example. You are free to choose any registrar to act for you and are responsible for the consequences of that choice. You can change your registrar at any time during the registration period. The bodies that are authorised to act as SIDN registrars are listed on SIDN's website ([www.sidn.nl](http://www.sidn.nl)).

### *Registration applicants – PLEASE NOTE*

A registrant is entitled to SIDN services. If a domain name is registered in your name (i.e. if you are the registrant), you have control over the registration. That means, for example, that you can change the registrar that manages the registration. However, if the registration is in the name of your registrar, it is the registrar that has control. So, if you end your relationship with your registrar, or if your registrar's business goes into liquidation, you will not be able to go on using 'your' domain name. It is therefore important to be aware exactly what a registrar is offering and to check whose name a registration will be under. Once a domain name has been registered, you should also check that the details of the registration are as you wanted. You can do this using the Whois facility (see below).

### *Whois facility*

The Whois facility on SIDN's website enables you to check who the registrant of a given domain name is. You can also check who the administrative and technical contacts are. The administrative contact person is identified as the 'Admin-C'. Once a domain name has been registered, you can use the Whois facility to check that the registration details are in line with what you agreed with your registrar. If something is wrong, you need to take the matter up with your registrar.

### *Procedures*

SIDN's service provision procedures can be found at [www.sidn.nl](http://www.sidn.nl). These include the procedures for updating registration details and for transferring a domain name to another registrant. All procedures are liable to change from time to time. The latest procedure can always be found on SIDN's website.

### *Revision of the general terms and conditions*

SIDN is entitled to revise its general terms and conditions from time to time. If you are unable to accept a revision, you have the option of terminating your registration; see article 25.

### *Limitation*

On acceptance of an application, SIDN registers the domain name in question to the applicant (who thus becomes the registrant) and publishes the details in the Internet domain name system (DNS), so that the domain can in principle be found on the Internet. However, whether a domain



can actually be found at any point in time depends partly on various factors beyond SIDN's control. If a domain cannot be found as a result of one of these factors – if the domain is not available to SIDN, for example – SIDN is neither responsible nor liable in any way. SIDN is responsible only for publishing the name in the DNS; see also article 17.

Where these general terms and conditions refer to a panelist, the party referred to is the party responsible for the resolution of disputes, as provided for in the 'Dispute Resolution Regulations for .nl Domain Names', which can be consulted at [www.sidn.nl](http://www.sidn.nl).

## REGISTRATION APPLICATIONS AND OBLIGATIONS

### 1. Registration applications

- 1.1. Anyone, living or based anywhere in the world, may apply through a registrar to SIDN to register a .nl domain name. The registration procedure is described at [www.sidn.nl](http://www.sidn.nl). SIDN may attach additional conditions to legal and/or natural persons based outside the European Union. An applicant based outside the Netherlands needs to provide an address (other than a PO box address) in the Netherlands, for the receipt of writs and correspondence relating to the registration.
- 1.2. The registrant is responsible for ensuring that all information provided to SIDN via his/her registrar is complete and correct and that the full application procedure is followed. The registrant is considered to have registered a domain name once SIDN has received and checked the application and has confirmed the registration to the registrant via the registrar acting for him/her.
- 1.3. If more than one application is made for a given domain name, SIDN processes the first application received by SIDN's automated systems. Subsequent applications are rejected.
- 1.4. Where important social or other interests are at stake, SIDN may decide in advance not to allow the registration of one or more .nl domain names. If an application is received to register any such name, it will be rejected. SIDN may also reject any application to register a .nl domain name whose registration SIDN judges to be a threat to public order or in bad taste. Further details are given at [www.sidn.nl](http://www.sidn.nl).
- 1.5. SIDN may decline to accept a given legal or natural person as a registrant if, for example, the party in question has in the past failed to meet obligations towards SIDN. Anyone who is refused registrant status may appeal to the Complaints and Appeals Board.

### 2. The registration

For the duration of the registration, SIDN will include the domain name in the .nl zone file and will publish the domain name in the DNS, so that the domain can be found on the Internet. The registrant is responsible for the further (technical) set-up of the domain, for the material published using the domain and for any applications operated via the domain.

### 3. Relationship between registrant and registrar

- 3.1. Some of SIDN's administrative tasks are performed by its registrars. This means that each registrant has to appoint a registrar to act on his/her behalf in dealings with SIDN. SIDN keeps a record of the registrar who acts for the registrant of each domain name. SIDN ordinarily acts upon the information supplied to it by a registrar without further investigation.



- 3.2. It is up to a registrant to ensure that he/she is always represented by a registrar. If a registrant ends the relationship with his/her registrar, the registrant must appoint another within thirty days. A change of registrar must be carried out in accordance with article 10.
- 3.3. The registrar specified in SIDN's records acts for the registrant of a given name in all matters relating to SIDN's provision of services to the registrant. Thus, for example, the registrar acts for the registrant if the registration is terminated, if the domain name is transferred to another registrant, or if other amendments are made to the registration. However, any specific statements to the contrary contained in these general terms and conditions or in the procedures have precedence over this general provision.

#### **4. Administrative and technical contact persons**

- 4.1. Under certain circumstances, SIDN needs to make direct contact with a registrant (e.g. if a request to terminate a registration is received). To make this possible, each registrant needs to nominate an administrative contact person (admin-c). The administrative contact person acts as the registrant's representative. The registrant has to ensure that he/she may be contacted via the administrative contact person's email address, as recorded in SIDN's database. SIDN assumes that the registrant has received all communications sent to the e-mail address in question. When applying to register a domain name, a prospective registrant therefore has to give the e-mail address of an administrative contact person, which SIDN records in its database.
- 4.2. Sometimes SIDN or a third party needs to get in touch with a registrant regarding a technical matter. To make this possible, each registrant needs to nominate a technical contact person (tech-c).
- 4.3. The registrant has to ensure that, throughout the registration period, both the administrative contact person and the technical contact person can be contacted using the e-mail addresses recorded in SIDN's database. Failure to do so can result in SIDN terminating the registration; see article 16.
- 4.4. The procedure for updating the administrative contact person's or technical contact person's details is described at [www.sidn.nl](http://www.sidn.nl).

#### **5. Technical requirements**

Throughout the registration period, a domain name must comply with certain technical requirements specified by SIDN. This is partly so that SIDN can fulfil its obligations with regard to the domain name and with regard to the domain name system as a whole. It is up to the registrant to ensure that the requirements are met, even if day-to-day technical management of the name is left in the hands of the registrar or another service provider. SIDN is entitled to revise the technical requirements from time to time; the requirements in force at any given time can be found at [www.sidn.nl](http://www.sidn.nl). Failure to comply with the technical requirements can lead to termination of the registration; see article 16.

#### **6. Fees and payment**

- 6.1. The registrant is not required to pay any fees to SIDN in respect of the registration. SIDN does, however, charge registrars fees for the new registrations they make, for the subsequent maintenance of those registrations and for certain other procedures requested by registrars on behalf of their registrants. It is up to the registrar to determine what fees it wishes to charge its clients (registrants).



- 6.2 If the registry fees payable to SIDN in respect of the registration are not paid on time by the registrar acting for the registrant, SIDN is entitled to suspend or ultimately cancel the registration; see Article 16. However, before taking such action, SIDN will always give the registrant the opportunity to make payment; see Article 16.2.

## **7. Registration holder**

- 7.1. Except under certain circumstances referred to in article 7.2, the legal or natural person recorded as the registrant in SIDN's register is considered to be the holder of the registration and to be the party with exclusive rights in respect of the registration. SIDN will act upon instructions or requests only from the registrar that acts for the registrant. SIDN may depart from such instructions or requests only insofar as provided for in these general terms and conditions, in a court order or in a decision given by a panelist, as provided for in the 'Dispute Resolution Regulations for .nl Domain Names. SIDN assumes that a registrant's registrar is entitled to represent the registrant in all matters relating to the registration.
- 7.2. If SIDN becomes aware that the details of a registration recorded in its database have been amended in error, SIDN is entitled (under the provisions of article 13.2) to correct the error. So, for example, if a registrar requests the transfer of a domain name without the registrant's consent, SIDN may reverse the transfer without any instruction to that effect. Hence, a party who is recorded in SIDN's database as (a succeeding) registrant may lose his/her registration with retrospective effect, if it is found that the domain name in question has been transferred to that party in error. It is ultimately up to a court of law to decide whether a transfer is valid.

## **8. Indemnification**

Sometimes, the use of a domain name may constitute an infringement of another party's rights, or be unlawful in some other way. If as a result of such use SIDN incurs costs or suffers damages, the registrant will be liable to compensate SIDN.

## **CHANGES IN THE STATUS OF A DOMAIN NAME**

### **9. Change of registrant (domain name transfer)**

A registrant may transfer a domain name's registration to a third party by changing the name of the registrant recorded in SIDN's register to that of the third party. The transfer procedure is described at [www.sidn.nl](http://www.sidn.nl). Legally speaking, a domain name transfer involves cancellation of the existing registration and re-registration of the domain name to the new registrant.

### **10. Change of registrar**

- 10.1. At any time during the registration period, a registrant can change the registrar that acts on his/her behalf in respect of a given domain name. The procedure for changing registrars is described at [www.sidn.nl](http://www.sidn.nl).
- 10.2. If a registrant chooses to change the registrar that acts on his/her behalf in respect of a given domain name, this has no effect on the contractual relationship between the registrant and registrar, unless the contract between them specifies otherwise. If, for example, the registrant has entered into a one-year hosting contract with the registrar,



that contract will normally remain in effect even if the registrant decides to have the registration in question managed by another registrar. In the example given, the registrant will remain liable to pay the registrar's hosting charges, unless the two parties agree otherwise.

#### **11. Amendment of contact details and other information in SIDN's database**

If there is a change to his/her contact details or other details, as recorded in SIDN's database, the registrant should immediately inform SIDN through the registrar that acts for him/her. The procedure is described at [www.sidn.nl](http://www.sidn.nl). If the contact details held by SIDN are out of date or otherwise incorrect, this can lead to termination of the registration; see article 16.1.

#### **12. Registration amendment requests**

12.1. SIDN processes requests for domain name transfers (registration transfers), registrar changes, contact detail updates or registration terminations in the way described at [www.sidn.nl](http://www.sidn.nl).

12.2. A registrant may object to an amendment to his/her registration, by following the procedure described at [www.sidn.nl](http://www.sidn.nl). If an objection is upheld, SIDN may reverse the amendment in question, as provided for in article 13.

#### **13. Reversal of registrations and amendments**

13.1. SIDN may change the name in which a domain name is registered, or may reverse an amendment to a registration, if SIDN is subsequently satisfied that (i) the registration was made or amended on the basis of incomplete or incorrect information, or (ii) the registration was made or amended at the request of someone who did not have the necessary authority, or (iii) the registration was inconsistent with the principle that the party in whose name a domain name is registered should be the party who first applies to register it, provided that the relevant conditions are met. In circumstances where a third party has acquired rights in respect of a given domain name, SIDN is entitled (after reversing a registration or amendment, or under other circumstances) to freeze the registration pending a decision by a competent court. See also article 7.2.

13.2. If it can be demonstrated that a registrant or the registrar acting for a registrant is responsible for a situation that requires reversal, as provided for in article 13.1, SIDN may recover the associated administrative costs from the registrant. Under such circumstances, SIDN will decide the amount payable and charge it to the registrar that manages the registration.

#### **14. Attachment, seizure and pledging**

A registration may be attached or seized by or pledged to a third party. The relevant procedures are described at [www.sidn.nl](http://www.sidn.nl).



## TERMINATION

### 15. Termination of a registration by the registrant

- 15.1. The period of registration is indefinite.
- 15.2. The registrant may unilaterally cancel the registration at any time through the registrar. The cancellation procedure is described at [www.sidn.nl](http://www.sidn.nl).
- 15.3. If a cancellation request is submitted, as provided for in article 15.2, SIDN will cancel the registration and the provision of services as quickly as practicable. Cancellation of the registration does not release the registrant from any ongoing obligations that he or she may at the time of cancellation have under any contract with the registrar.

### 16. Termination of a registration by SIDN

- 16.1. Subject to the provisions of article 16.2, SIDN may unilaterally terminate a registration, if:
  - a. the registrant has provided incomplete or incorrect information, or has concealed pertinent facts and/or circumstances, thus causing SIDN to accept a registration application that it would otherwise have refused; or
  - b. the registrant's contact details, as recorded in SIDN's database, are not or are no longer correct or complete; or
  - c. the e-mail address of the administrative or technical contact person is no longer valid; or
  - d. the registrant no longer has a nominated registrar to manage his/her registration, for whatever reason; or
  - e. the registrant does not or no longer satisfies SIDN's technical requirements; or
  - f. the registrant fails to meet his/her obligations towards SIDN; or
  - g. the registrant or the registrar fails to fully meet the obligations arising out of the registration application; or
  - h. the .nl domain name is considered by SIDN to be a threat to public order or in bad taste; or
  - i. a Dutch court of law, the Complaints & Appeals Board, or another competent body requires SIDN to terminate the registration. SIDN will not effect the termination if and as long as the opportunity for appeal exists, unless ordered to act immediately.
  - j. the registrant is declared bankrupt or insolvent, or the registrant is granted a moratorium on the payment of debts, or the Statutory Debt Restructuring Scheme for Natural Persons (WSNP) is declared applicable to the registrant, or a similar court order or provision is made outside the Netherlands;
  - k. an attached, seized or pledged registration is sold off.

Under any of the circumstances referred to in this article 16.1, under b, c, d, e, f and g, SIDN will allow the registrant thirty days in which to rectify matters. During this period, SIDN will continue to provide its services as normal. If the registrant fails to rectify matters within the thirty-day period, SIDN may proceed with the termination.

- 16.2. Appeal against a termination decision made by SIDN in accordance with article 16.1 may be made to the Complaints and Appeals Board, provided that termination has yet to be effected. While an appeal is under consideration, the registration will be frozen; see article 20.
- 16.3. SIDN may terminate a registration with immediate effect if the registrar that manages the registration informs SIDN in the prescribed manner that the registration no longer meets SIDN's technical requirements.



- 16.4. If a registration is terminated for any reason, the registrant loses the right to use the domain name in question. SIDN may subsequently accept an application to register the domain name in question from any other party (subject to the relevant grace period where applicable).

**17. Non-functionality of .nl top-level domain or technical problems.**

SIDN has no control over the performance of the so-called root zone and cannot influence the availability of the .nl top-level domain. Therefore, if the .nl top-level domain should become unavailable, SIDN is neither responsible nor liable. Furthermore, other factors beyond SIDN's control may prevent a domain being found on the Internet. See also the introductory passage of these general terms and conditions, under the heading 'Limitation'. Under all such circumstances, SIDN is neither responsible nor liable in any way. If SIDN judges a technical problem to be protracted, SIDN may terminate the registration.

**18. Requirements for the prevention of irregularities**

SIDN seeks to prevent registration -related irregularities as far as possible and may impose additional requirements with this aim in mind. The currently applicable requirements may be found at [www.sidn.nl](http://www.sidn.nl).

**DISPUTES AND REGISTRATION –FREEZING**

**19. Disputes / mediation**

- 19.1. If a third party starts legal proceedings in the Netherlands against a registrant in connection with a domain name registered to him/her, the registrant must accept that Dutch law is applicable and that the Dutch court system is competent to decide the case.
- 19.2. A registrant living or based outside the Netherlands may receive summonses or other communications regarding a registration from SIDN or third parties, both at his/her own address and at the address in the Netherlands, which was nominated in accordance with article 1.1.
- 19.3. If a third party submits a complaint against a registrant, as provided for in the Dispute Resolution Regulations for .nl Domain Names (see [www.sidn.nl](http://www.sidn.nl)), the registrant must accept that the said regulations are applicable and that the panelist referred to in those regulations is competent to decide the case.
- 19.4. The circumstances in which proceedings under the Dispute Resolution Regulations for .nl Domain Names may be started and the procedure for doing so are described at [www.sidn.nl](http://www.sidn.nl). In due course, SIDN intends to introduce mediation to the dispute resolution procedure.
- 19.5. It is possible to appeal to the Complaints and Appeals Board against certain types of decision made by SIDN. The circumstances in which an appeal may be made, the procedure for doing so and the way appeals are dealt with by the Complaints and Appeals Board are described at [www.sidn.nl](http://www.sidn.nl).
- 19.6. In the event of a dispute between a registrant and SIDN, the civil court in Arnhem should decide the matter, except in circumstances where these general terms and conditions state that another body is competent.



## **20. Registration freezing in the event of a dispute, attachment/seizure or insolvency**

- 20.1. If SIDN is informed by the Complaints and Appeals Board or the center for the administration of .nl domain names, as provided for in the 'Dispute Resolution Regulations for .nl Domain Names' (see [www.sidn.nl](http://www.sidn.nl)), that a domain name is the subject of C&AB proceedings or dispute resolution proceedings, SIDN immediately records this fact in its register. By doing so, SIDN freezes the domain name; while a domain name is frozen, its registration cannot be transferred or cancelled. The registrar associated with a frozen name may be changed, however, or the name server details amended.
- 20.2. A registration remains frozen as long as the relevant legal proceedings remain unresolved. A registration is also frozen if it is the subject of an attachment or seizure order (see also article 14). If a registrant is declared insolvent (or is subject to any comparable order), SIDN will freeze the domain names registered to the registrant as soon as reasonably possible following receipt of a copy of the court documents.

## **MISCELLANEOUS**

### **21. Revision of standards**

For reasons of global interoperability, SIDN adheres to the relevant industry standards (many of which are obligatory). These technical standards are liable to revision from time to time. Sometimes, an individual registrant may be inconvenienced by the application of a new or revised standard, or a registration may require amendment in order to comply with such a standard. Because SIDN does not have control over the revision of industry standards, and for other reasons, SIDN is not liable for any damages suffered or costs incurred as a result of such revision.

### **22. Privacy / protection of personal details**

- 22.1. SIDN has a 'Data Protection Policy', which specifies the purposes for which SIDN processes personal data. The policy may be consulted by visiting [www.sidn.nl](http://www.sidn.nl). In all matters relating to the processing of personal data, SIDN adheres to the law and to its own published policy.
- 22.2. Via the Whois facility, the public has (electronic) access to certain information concerning each domain name, as recorded in SIDN's database. The information in question is the names and addresses of the registrant and the administrative and technical contact persons, details of the registrar acting for the registrant and technical data. SIDN applies certain rules designed to prevent the misuse of this facility. If these rules are infringed, SIDN can take action against the wrongdoer. Further information about the Whois facility and privacy is available at [www.sidn.nl](http://www.sidn.nl).
- 22.3. When applying to register a domain name, or at any time while the registration remains active, a (prospective) registrant who has special reasons for wishing to prevent the publication of his/her personal details may ask SIDN to withhold his/her name and address and those of the administrative and technical contact persons from the publicly accessible part of SIDN's database, and to include in their place the contact details of the registrar acting for him/her. The procedure for making such a request and explaining the reasons for it is described at [www.sidn.nl](http://www.sidn.nl). The website also gives details of how SIDN assesses such requests and what a (prospective) registrant may do if his/her request is turned down.





## **23. Market research**

SIDN is constantly seeking to improve the quality of its services and therefore attaches great importance to registrants' views. From time to time, therefore, SIDN asks registrars to provide information regarding their perceptions of its services.

## **24. SIDN's liabilities**

24.1. SIDN is liable only if and insofar as it culpably fails to meet its obligations towards the registrant and the registrant issues SIDN with written notice of default. Under such circumstances, SIDN's liability is limited to twice the amount payable to SIDN by a registrant in connection with his/her registration for the calendar year in question. SIDN's total liability to all registrants and registrars collectively in respect of a single circumstance, incident or series of incidents is limited to € 1,000,000. SIDN's liability in the event of its unlawful conduct towards a registrant is similarly limited. See also article 17.

24.2. If and as soon as SIDN should insure its liability risk, SIDN's liability in respect of events occurring during the period covered by the insurance policy will – contrary to the provisions of article 24.1 – be limited to the sum insured under the circumstances in question. If for any reason the insurer should fail to make payment, SIDN's liability will be limited to twice the amount payable to SIDN by a registrant in connection with his/her registration for the calendar year in question and SIDN's total liability to all registrants and registrars collectively in respect of a single circumstance, incident or series of incidents will be limited to € 1,000,000.

## **25. Revision of these general terms and conditions**

25.1. SIDN is entitled to revise these general terms and conditions from time to time. If SIDN decides to do so, it will make its intentions known to registrants at least thirty days in advance by sending an e-mail to registrars. Where SIDN considers it appropriate, transitional arrangements will be made. If a registrant is unwilling to accept the revised general terms and conditions, he/she is entitled to end his/her relationship with SIDN. Under such circumstances, the registration will terminate on the date that the revised general terms and conditions come into effect.

25.2. Before revising the general terms and conditions, SIDN will seek the advice of a number of registrars, which SIDN will itself select.

## **26. Evidence**

26.1. The information recorded in SIDN's database is considered to be evidentially complete and reliable, but counter-evidence may be presented by a registrant. The version of any communication with a registrant or registrar retained by SIDN is considered to be evidentially complete and reliable with regard to a registration with SIDN.

26.2. Information and statements issued by SIDN are considered to have been communicated at the time of issue.

## **27. Additional rules and departures from the general terms and conditions**

The management of SIDN is entitled to (i) apply additional rules and decide matters in circumstances not foreseen by these general terms and conditions; and (ii) depart from



these general terms and conditions (or the associated procedures) under exceptional circumstances, if the management considers such action to be reasonable under the circumstances in question (because, for example, the action is necessary to enable SIDN to discharge its responsibilities properly or to enable the domain name system to function properly).

## **28. Final provisions**

- 28.1. SIDN will autonomously determine the strategy by which it asserts its rights in relation to a registrant or registrar. It is up to SIDN to decide whether and, if so, how it exercises its rights. If SIDN chooses not to exercise a right in a particular situation, this does not imply that SIDN has waived the right in question or is not entitled to exercise it at a later date.
- 28.2. The procedures referred to in these general terms and conditions not only describe action to be taken under certain circumstances, but also constitute part of the contractual relationship between SIDN and the registrant.
- 28.3. A registration and these general terms and conditions are governed solely by Dutch law.
- 28.4. If any provision of these general terms and conditions is found to be invalid, the provision in question will automatically be transformed into a valid provision that reflects the original intentions of the parties as closely as possible.
- 28.5. The English-language version of these general terms and conditions is a translation of an original Dutch-language text. In the event of any discrepancy between the two, the Dutch version will prevail.