



## General Terms and Conditions for Registrars

Date

1 May 2019

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**Contact**

T +31 (0)26 352 5500

support@sidn.nl

www.sidn.nl

**Offices**

Meander 501

6825 MD Arnhem

The Netherlands

**Mailing address**

PO Box 5022

6802 EA Arnhem

The Netherlands

These General Terms and Conditions set out the rules covering the relationship between us (SIDN, the Foundation for Internet Domain Registration in the Netherlands) and you, a registrar entitled to represent registrants in connection with the registration of .nl domain names.

In practice, some registrars delegate some of their registrant representation activities to resellers. It is important to understand that, in the context of the contractual relationship between you and us, everything your resellers do (or fail to do) is on your account and at your risk.

These General Terms and Conditions make frequent reference to additional procedures, which we publish on [registrars.sidn.nl](https://registrars.sidn.nl), and which we may change from time to time. The latest versions can always be found on [registrars.sidn.nl](https://registrars.sidn.nl). Some of the procedures are published on the restricted-access area of the website, meaning that only registrars can view them (or may be able to in the future).

### 1. Applying to become a registrar

#### 1.1

Any (legal) person, other than a private individual (unless acting in a commercial or occupational capacity), based on the territory of the European Union may apply to us to act as a registrar. We may choose to accept applications from

applicants based outside the European Union, subject to certain special conditions. The application procedure is described on [www.sidn.nl](https://www.sidn.nl).

#### 1.2

The conditions that an applicant has to satisfy and the procedure that an applicant has to follow in order to become a registrar are published on [www.sidn.nl](https://www.sidn.nl). If an applicant does not satisfy the conditions, we will reject the application. We may also reject an application from any party who has in the past failed to comply with conditions made by us or if we have another good reason to believe that the applicant cannot be relied upon to adhere to the applicable terms and conditions. An application has not been formally accepted (and the applicant is not therefore a registrar) until we confirm acceptance in writing.

## 2. The registrar's rights

#### 2.1

As a registrar, you are entitled to:

- a. submit registration applications to us on behalf of applicants;
- b. submit register amendment requests to us on behalf of registrants with whom you have a relationship; and
- c. make use of logos made available by us, in accordance with the terms and conditions published on [registrars.sidn.nl](https://registrars.sidn.nl).



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## 2.2.

We maintain a record of the registrar who represents each .nl domain name's registrant. Only one registrar is allowed to represent a registrant in relation to any given registration.

## 3. The registrar's obligations regarding initial registration

### 3.1

Before submitting a registration application on behalf of a prospective registrant, you are required to ensure that:

- a. The applicant agrees a registration contract with us and accepts that the General Terms and Conditions for .nl Registrants apply to that contract and come into force as soon as we have processed the application. The requirements that we make regarding the content of the registration contract and its closure are stated on [registrars.sidn.nl](http://registrars.sidn.nl).
- b. The General Terms and Conditions for .nl Registrants are drawn to the attention of the applicant, who is able to read and save them. We may make requirements regarding the way that the General Terms and Conditions for .nl Registrants are drawn to applicants' attention. The requirements will be stated on [registrars.sidn.nl](http://registrars.sidn.nl).

### 3.2

At the time of registration and thereafter, you have a duty to take all reasonable steps to ensure the accuracy of the registered data and the traceability of the registrant or party that commissioned the registration. You must not register any data that you know or suspect to be inaccurate. If you discover, or learn from us or a third party, that registered data is inaccurate, you must immediately replace the data with accurate data. If we ask you to, you must provide evidence of the accuracy of the registered data.

## 3.3

You must inform all applicants about a registrant's rights and obligations under the General Terms and Conditions for .nl Registrants.

## 3.4

You must register domain names in applicants' names and using their details. A .nl domain name must not be registered in your name, or in the name of anyone other than the applicant, except with the applicant's explicit consent. If that consent is given, you must inform the applicant of the implications of registering a domain name in someone else's name before proceeding with the registration.

## 3.5

You must always give a registrant the opportunity to act as the administrative contact (admin-c) for their registration. You may act as the administrative contact for a registration only with the registrant's explicit consent. You must not refuse applications on account of that consent being withheld.

## 4. The registrar's obligations during the registration period and thereafter

### 4.1

You must promptly inform us about any changes to the registration data communicated by the registrant. You are entitled to update registration data only when asked to do so by the registrant and after taking adequate steps to check that the person providing updated information is an authorised representative of the registrant.

### 4.2

You must ensure, insofar as reasonably possible, that registrants meet their obligations under the General Terms and Conditions for .nl Registrants.

### 4.3

Until two years after the termination of a registration, you must retain all information relating to the application for, amendment of or



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termination of the registration in question. If we request the information, you must make it available to us within the period we specify.

#### 4.4

You must comply with any instructions we give you and any decisions we make and communicate to you. If you believe that compliance with our instructions or decision would be an unreasonable burden, you may terminate your relationship with us with immediate effect; in that case, article 8.4 will apply.

#### 4.5

You must behave reasonably and appropriately towards us and towards registrars, and you must not make any statement or act in any way that is harmful to our reputation. Furthermore, you must not adversely affect our operational activities by, for example, abusing our automated systems. You must also take all the security measures that may reasonably be required to prevent unauthorised use of our systems.

### 5. Financial obligations

A registrar is required to pay certain fees and charges, as defined by us from time to time. We will invoice in advance for some of the fees and charges. The current tariffs and the invoicing frequency are stated on [registrars.sidn.nl](http://registrars.sidn.nl). You must ensure that invoices are settled in accordance with the applicable payment terms. If you make a claim against us, you are not permitted to offset the sum claimed against what you owe us.

### 6. Quality monitoring, checks and investigations

#### 6.1

With a view to ensuring that the domain name registration system functions as well as possible and that registration irregularities are minimised, we may make further requirements concerning the services provided by registrars and the manner of their provision. Any such

requirements will be published on [www.sidn.nl](http://www.sidn.nl). We may, for example, make technical, operational or financial requirements, or requirements regarding the capacity, availability, knowledge or expertise of registrars.

#### 6.2

If we wish to check whether you or a registrant is complying with the applicable general terms and conditions, or if we arrange for compliance to be checked, you are obliged to cooperate.

#### 6.3

We may perform market research with a view to improving our services, and we may approach registrars in connection with such research. In the context of such research, we and the registrars involved must act in accordance with our privacy policy (see article 9.1) and the applicable privacy legislation.

#### 6.4

In the event of a security incident, you must always promptly give us any assistance we ask for with a view to investigating or resolving the incident.

### 7. Registrar changes and registration takeovers

#### 7.1

A registrant may change registrars (i.e. transfer the management of the registration) at any time during the registration period. The procedure for changing registrars ('transfer procedure') is described on [registrars.sidn.nl](http://registrars.sidn.nl). If a registrant chooses to change registrars, the 'old' registrar must always cooperate with the transfer. The registrar's obligations in that context are specified in the procedural description.

#### 7.2

A registrar may take over some or all of the registrations managed by another registrar. The takeover procedure is described on [registrars.sidn.nl](http://registrars.sidn.nl).



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7.3

If we need to reverse a register amendment, we may charge the registrar that made the amendment. The amount payable will be a fixed amount, determined by us on a reasonable basis.

## **8. Term of the contract, termination and sanctions**

8.1

The term of the contract between you and us is indefinite.

8.2

You may unilaterally terminate your relationship with us, by notifying us accordingly. The relevant procedure is described on [registrars.sidn.nl](https://registrars.sidn.nl).

8.3

We may terminate our relationship with you with immediate effect if:

- a. you have provided incomplete or inaccurate information, or have concealed pertinent facts and/or circumstances, leading us to let you act as a registrar when we would not otherwise have done so; or
- b. you have failed to meet one or more of your obligations to us, you have acted unlawfully towards us or you may reasonably be expected to do so in the future (unless immediate termination of the relationship would be an unreasonably severe sanction in relation to the nature of the failure or action in question and considering the implications of termination for you); or
- c. you are declared insolvent, or you are granted a moratorium on the payment of debts, or the Statutory Debt Restructuring Scheme for Natural Persons (WSNP) is declared applicable to you, or a corresponding situation under the law of another country arises, or you seek to reach a composition with your creditors; or
- d. you lose the right to dispose freely of your capital or a large part of it (e.g. as a result of

seizure) for a continuous period of thirty days or more; or

- e. we are satisfied that you have made register amendments or submitted registration applications without the registrants' or applicants' permission; or
- f. you are not actually active as a registrar (not representing any registrants, for example); or
- g. you are no longer included in the Trade Register (or, in the case of a non-Dutch registrar, an equivalent register).

8.4

Under circumstances where we are entitled to terminate our relationship with you, as provided for in this article, we are also entitled to impose a less severe sanction. Our sanction policy is published on [registrars.sidn.nl](https://registrars.sidn.nl).

8.5

If the relationship between you and us is terminated (for whatever reason), you cease to be entitled to represent registrants. If the relationship between you and us is terminated at a time when you owe us money, the sum in question will fall due for immediate payment. We are entitled to publicise the termination on our website.

8.6

If we decide to terminate our relationship with you, as provided for in article 8.3, you may appeal against the decision to the Complaints and Appeals Board. Appeal must be made within thirty days of our decision and is subject to the Complaints and Appeals Regulations, as published (together with additional information) on [www.cvkb.nl](https://www.cvkb.nl) and [registrars.sidn.nl](https://registrars.sidn.nl). Pending the outcome of an appeal, we will curtail your entitlement to make registrations and register amendments.



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## 9. Privacy

### 9.1

We have a Data Protection Policy, which is published on [registrars.sidn.nl](https://registrars.sidn.nl). When processing personal data received in connection with the registration of domain names, both we and you must always abide by the applicable privacy legislation and our Data Protection Policy.

### 9.2

We restrict the use of the Whois in order to prevent abuse. Use of the Whois by registrars is restricted less than use by others. We may at any time place further restrictions on the use of the Whois. Furthermore, we may impose special restrictions on registrars that do not abide by our rules concerning use of the Whois, without prejudice to the rights provided for in article 8.3.

## 10. SIDN's liability

### 10.1

Article 17 of the General Terms and Conditions for .nl Registrants applies equally in this context. Furthermore, we are not liable for any damages that you suffer as a result of, for example, the rejection or delayed acceptance of a registration application, or the use of an SIDN system or the SIDN website, except if and insofar as such damages are attributable to malice or gross negligence on the part of our Executive Board or management team. In that case, the amount payable in damages cannot exceed the sum payable to us, pursuant to article 5, in respect of the period in which the act or omission occurred; furthermore, our total liability towards all registrants and registrars resulting from a single circumstance, incident or series of incidents can never exceed € 2,500,000.

### 10.2

We have arranged appropriate liability insurance. Contrary to the provisions of article 10.1, our liability for events occurring in the period covered by the insurance policy is limited to the sum actually paid by the insurer in the relevant case. If

no insurance payment is made, for whatever reason, our liability is limited as specified in article 10.1.

## 11. Revision of the general terms and conditions and procedures

### 11.1

We are entitled to revise these General Terms and Conditions from time to time. Before any revision takes effect, we will always give you at least thirty (30) days' notice, and publish the revised general terms and conditions on [registrars.sidn.nl](https://registrars.sidn.nl) so that you have the opportunity to study them. If we consider it appropriate, transitional arrangements will be made. If you are unwilling to accept the revised general terms and conditions, you are entitled to end your relationship with us, as described in the procedures on [registrars.sidn.nl](https://registrars.sidn.nl).

### 11.2

Before revising these General Terms and Conditions, we will seek the advice of the Registrars' Association.

### 11.3

We will inform registrars about any significant revisions to our procedures.

## 12. Evidence

### 12.1

The information recorded in our database is considered to be evidentially complete and reliable, but you may present counter-evidence. The version of any communication with a registrant or registrar retained by us is considered to be evidentially complete and reliable with regard to the content of that communication.

### 12.2

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



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### 13. Additional rules

Our Executive Board is entitled to apply additional rules and to decide matters in circumstances not foreseen by these General Terms and Conditions. If that has an unacceptable adverse effect on your interests, you may terminate your relationship with us with immediate effect. In that case, article 8.5 applies.

### 14. Contact details / amendments

You must ensure that the details recorded about you in our database (in particular your contact details and legal form) remain accurate. If your details change, you must inform us within five working days, in the way described on [registrars.sidn.nl](http://registrars.sidn.nl).

### 15. Miscellaneous

#### 15.1

These General Terms and Conditions give us various rights in relation to registrars, including the right to act against a registrar or registrant that fails to abide by the applicable general terms and conditions. We will decide whether it is desirable to exercise our rights in a given situation and will autonomously determine the strategy by which we assert our rights. If we choose not to exercise a right in a particular situation, that does not imply that we have waived the right in question or that we are not entitled to exercise it at a later date.

#### 15.2

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 you and us. However, the provisions of article 11(1) do not apply to the amendment of such procedures or to the amendment of other arrangements referred to in these General Terms and Conditions.

#### 15.3

These General Terms and Conditions are governed by Dutch law.

#### 15.4

In the event of a dispute between you and us, only the civil court in Arnhem is competent to decide the matter.

#### 15.5

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 our original intentions as closely as possible.

#### 15.6

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.

### 16. Membership of the Registrars' Association

The Registrars' Association was created in 2011 for the benefit of all SIDN registrars. The Association is included in the Trade Register under the registration number 52620670. The Association's purpose is to represent the interests of the registrars in dealings with us. We assume that every registrar is a member of the Association unless informed otherwise in writing by the registrar. We periodically provide the Association with details of the registrars that are members, so that the Association can maintain accurate membership records and communicate with its members in various ways. The details that we share with the Association may include the registrar's name and address, and the name, e-mail address and phone number of the registrar's nominated contact person.