

**Contact**

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www.sidn.nl

Offices

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The Netherlands

Mailing address

PO Box 5022
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The Netherlands

Registration

Arnhem 41 21 57 24

Bank details

Rabobank
NL09RABO0145116646
BIC
RABONL2U
Creditor ID
NL04ZZZ412157240000

VAT number

NL8048 02 671 B01

Agreement

Use of the Certification Authorities' Whois

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- SIDN is the registry for the .nl zone and, in that capacity, provides the public with conditional access to certain data concerning specified .nl domain names (via the so-called 'Whois' service).
- In line with its privacy policy, SIDN has reduced the amount of information publicly available via the Whois. The Certification Authorities' Whois contains more information about each domain name's registrant than the public Whois. The additional information in the Certification Authorities' Whois includes the registrant's address and contact details.
- The User, in its capacity as a Secure Sockets Layer (SSL) Certification Authority (CA), is a member of the CA/ Browser Forum and, when requested to do so by the registrant of a .nl domain name, uses the Whois to ascertain whether the data held by SIDN concerning the registrant are consistent with those held by the CA.
- The User wishes to have access to the Certification Authorities' Whois from which registrants' addresses and other contact details are available and wishes to be able to submit more than 2.000 Whois queries per IP address per day (i.e. the maximum ordinarily allowed).
- SIDN is willing to allow the User access to the Certification Authorities' Whois, subject to the conditions set out in this agreement.

1 Agreement

The Parties, both SIDN and the User, hereby agree to the following:

- 1 SIDN shall grant the User access to the Certification Authorities' Whois. The number of queries that the User may submit shall be limited to [redacted] per day. Such access shall be enabled as soon as possible following the closure of this agreement.
- 2 The User shall use the Certification Authorities' Whois only at the request of and with the consent of a domain name's registrant to check the data available from the Whois regarding the domain name in question. The User warrants that only suitably authorised personnel utilise the access granted to the Certification Authorities' Whois and further warrants that the access and the data obtained by virtue of that access are used for the agreed purpose.
- 3 The Parties recognise that some of the data obtained from the Whois may be personal data in the sense of the General Data Protection Regulation (GDPR). The User shall not make any such data available to a third party or otherwise process such data, unless in accordance with the GDPR.
- 4 The User is aware that SIDN will automatically record the number of queries submitted by the User. SIDN shall ensure that the query traffic records can be accessed only by a small number of personnel and shall endeavour to ensure that those records are not disclosed to any third party. However, SIDN shall not be liable for any damages that the User or a third party may suffer as a result of query traffic records nevertheless becoming known to a third party. The User shall hold SIDN harmless from claims of the domain name registrant or any third party in relation to the query traffic record and shall indemnify SIDN for all costs and damage resulting from such claims.
- 5 The User shall be liable to pay SIDN a fixed charge of € 200 per quarter for access to the Certification Authorities' Whois. The fixed access charge shall be invoiced on a quarterly basis in advance. the consent of a domain name's registrant to check the data available from the Whois regarding the domain name in question. The User warrants that only suitably authorised personnel utilise the access granted to the Certification Agreement regarding use of the Certification Authorities' Whois and further warrants that the access and the data obtained by virtue of that access are used for the agreed purpose.
- 6 SIDN makes no guarantee concerning either the availability of the service or the accuracy of the data obtained. Except in cases of malice or gross negligence, SIDN shall not be liable for damages of any kind that the User might suffer as a consequence or result of non availability of the Certification Authorities' Whois, fault in the data or any breach of contract by SIDN. The User shall



- indemnify and hold SIDN harmless from claims of any third party in relation to the User's use of the Certification Authorities' Whois.
- 7 This agreement shall remain effective for an indefinite term. It may be cancelled by either Party, subject to one month's written notice being given to the other Party. SIDN shall be entitled to restrict or withdraw access to the Certification Authorities' Whois at any time if SIDN has reason to believe that the User has been using the access for purposes other than those referred to in Article 2 of this agreement. SIDN shall also be entitled to modify the Certification Authorities' Whois service at any time, without consulting the User or coordinating the modifications with the User. SIDN shall not be liable for any damage resulting from its termination, the restriction or withdrawal of access to the Certification Authorities' Whois or its modification thereof and User shall indemnify SIDN for all costs and damage resulting from such claims.
 - 8 SIDN may, by publishing this agreement on its website and/or by other means, make it publicly known that the User has been granted access to the Certification Authorities' Whois. The User shall not, however, make the existence or content of this agreement public without SIDN's explicit consent.
 - 9 Each Party shall nominate an administrative contact person and a technical contact person to facilitate the implementation of this agreement; the contact details of the persons in question are given in Appendix 1.
 - 10 This agreement is governed exclusively by Dutch law. In the event of a dispute, the Parties may institute court proceedings. In all cases, only the Arnhem Court of Law shall be competent to hear a dispute concerning this agreement.

2 Signing

Signed for SIDN

Date	<input type="text"/>
Place	<input type="text"/>
Country	<input type="text"/>
Name	Roelof Meijer
Position	Chief Executive Officer
Signature	<input type="text"/>

Signed for user

Date	<input type="text"/>
Place	<input type="text"/>
Country	<input type="text"/>
Name	<input type="text"/>
Position	<input type="text"/>
Signature	<input type="text"/>

*Please send this completed form to SIDN.
Preferably by e-mail:
support@sidn.nl*

*Or by mail:
SIDN
Support Department
P.O. Box 5022
6802 EA Arnhem*

