



## General Terms and Conditions for Registrars

These general terms and conditions regulate the relationship between the Foundation for Internet Domain Registration in the Netherlands (SIDN) and any registrar entitled to represent an SIDN registrant in matters concerning his/her registration. These general terms and conditions make frequent reference to additional procedures, which are published at [www.sidn.nl](http://www.sidn.nl). Such procedures may be changed from time to time by SIDN. The latest versions can always be found at [www.sidn.nl](http://www.sidn.nl). Some of the procedures are published on the restricted-access area of the website and consequently may (or may in the future) be viewed only by registrars.

### 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 SIDN to act as a registrar. SIDN may choose to accept applications from applicants based outside the European Union, subject to certain special conditions. The application procedure is described at [www.sidn.nl](http://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 at [www.sidn.nl](http://www.sidn.nl). If an applicant does not satisfy the conditions, SIDN will reject the application. SIDN may also reject an application from any party who has in the past failed to comply with conditions made by SIDN or if SIDN has other good reason to believe that the applicant cannot be relied upon to adhere to the applicable terms and conditions. An application has not been definitively accepted (and the applicant is not therefore a registrar) until SIDN has confirmed as much to the applicant in writing.

### 2. The registrar's rights

- 2.1. The registrar is entitled to:
  - a. submit to SIDN registration applications on behalf of applicants; and
  - b. submit to SIDN requests on behalf of registrants with whom the registrar has a relationship, concerning amendments to registrations held by the registrants in question;
  - c. make use of logos made available by SIDN, in accordance with the terms and conditions published at [www.sidn.nl](http://www.sidn.nl).
- 2.2. SIDN maintains 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 with regard to initial registration

- 3.1. Before submitting a registration application on behalf of an applicant, the registrar must:
  - a. ensure that the applicant closes a registration contract with SIDN, whose content and means of closure satisfy the requirements made by SIDN and published at [www.sidn.nl](http://www.sidn.nl), which is governed by the General Terms and Conditions for .nl Registrants in force at the time and which takes effect as soon as SIDN has processed the application;
  - b. ensure that the applicant has the opportunity to familiarise him/herself with and save a copy of the General Terms and Conditions for .nl Registrants, in a manner that satisfies any requirements SIDN may have made and published at [www.sidn.nl](http://www.sidn.nl).



- 3.2. At the time of registration and thereafter, the registrar has 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. The registrar shall not register any data that the registrar knows or suspects to be inaccurate and shall, upon independently ascertaining or learning from SIDN or a third party that an item of registered data is inaccurate, immediately replace the data in question with accurate data. If requested to do so by SIDN, the registrar shall provide evidence of the accuracy of the registered data.
- 3.3. The registrar must inform every party that applies to register a .nl domain name through that registrar of a registrant's rights and obligations under the General Terms and Conditions for .nl Registrants.
- 3.4. The registrar shall register a .nl domain name in the name of and using the details of the applicant. The registrar shall register a .nl domain name in the registrar's name or in the name of another party other than the applicant only with the applicant's explicit consent. Under such circumstances, the registrar shall inform the applicant of the implications of registering a .nl domain name in another party's name before proceeding with the registration.
- 3.5. The registrar must always give a registrant the opportunity to act as administrative contact person for the registration made in the registrant's name. The registrar may act as administrative contact person for a registration only with the registrant's explicit consent. The registrar must not make agreement to act for a registrant conditional upon the registrant giving such consent.

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

- 4.1. If a registrant informs the registrar acting for him/her of any change to the registered information, the registrar must pass the details on to SIDN without delay. The registrar is entitled to update registered data only when asked to do so by the registrant. Under such circumstances, the registrar must take adequate steps to check that the person providing updated information is an authorised representative of the registrant.
- 4.2. The registrar must ensure, insofar as reasonably practicable, that associated registrants meet their obligations under the General Terms and Conditions for .nl Registrants.
- 4.3. Until two years after the termination of a registration, the registrar must retain all information relating to the application for, amendment of or termination of the registration in question. If SIDN requests the information, the registrar must make the relevant information available to SIDN within the period specified by SIDN.
- 4.4. The registrar must comply with any instructions issued and decisions made by SIDN and communicated to the registrar. If the registrar considers that compliance with any such instruction or decision would be an unreasonable burden, the registrar may terminate its relationship with SIDN with immediate effect, in which case article 8.4 will apply.
- 4.5. The registrar must behave reasonably and appropriately towards SIDN and towards registrants and must not make any statement or act in any way that is harmful to SIDN's reputation. Nor may the registrar adversely affect SIDN's operational activities by, for example, interfering with SIDN's automated systems. The registrar must take all reasonable steps to prevent unauthorised use of SIDN systems.

#### **5. Financial obligations**

- 5.1. Certain fees, which are set by SIDN from time to time, are payable in respect of registrar status. SIDN bills registrars in advance for the amounts in question. At any given point in time, details of the amounts payable and billing frequency are available from [www.sidn.nl](http://www.sidn.nl). The registrar must ensure the payment of billed amounts within the specified period.



## **5A. 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 SIDN. SIDN will assume that every registrar is a member of the Association unless informed otherwise in writing by the registrar.

## **6. Quality monitoring, checks and research**

- 6.1. With a view to ensuring that the domain name registration system functions as well as possible and that registration irregularities are minimised, SIDN may make further requirements concerning the services provided by registrars and the manner of their provision. Any such requirements will be published at [www.sidn.nl](http://www.sidn.nl). SIDN may, for example, make technical, operational or financial requirements or requirements regarding the capacity, availability, knowledge or expertise of registrars.
- 6.2. If SIDN wishes (itself or through a third party) to check whether the registrar or registrant is complying with the applicable general terms and conditions, the registrar is obliged to cooperate.
- 6.3. SIDN may perform market research with a view to improving its services and may approach registrars in connection with such research. In the context of such research, SIDN and registrars must act in accordance with SIDN's privacy policy (see article 9.1) and the Personal Data Protection Act.
- 6.4. In the event of a security incident, the registrar shall always promptly give SIDN any assistance that SIDN may ask for with a view to investigating or resolving the incident.

## **7. Changes of registrar and domain name transfers**

- 7.1. A registrant may change the registrar that acts for him/her (i.e. transfer the management of his/her registration) at any time during the registration period. The procedure for changing the registrar that manages a registration ('transfer procedure') is described at [www.sidn.nl](http://www.sidn.nl). If a registrant chooses to change his/her registrar, the 'old' registrar must always cooperate with the transfer. The registrar's obligations in this context are specified in the procedural description.
- 7.2. The registrar may transfer responsibility for some or all of the registrations that the registrar manages to another registrar. The relevant procedure is published at [www.sidn.nl](http://www.sidn.nl).
- 7.3. If SIDN finds it necessary to reverse an amendment to a registration, SIDN may charge the registrar that requested the amendment for the reversal. The amount payable will be a fixed amount, determined by SIDN on a reasonable basis.

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

- 8.1. The registrarship has an indefinite term.
- 8.2. The registrar may unilaterally terminate its relationship with SIDN, by notifying SIDN accordingly. The relevant procedure is described at [www.sidn.nl](http://www.sidn.nl).
- 8.3. SIDN may terminate its relationship with the registrar with immediate effect if:
  - a. the registrar has provided incomplete or inaccurate information, or has concealed pertinent facts and/or circumstances, thus leading SIDN to grant registrar status to a party that it would otherwise have refused; or



- b. the registrar has failed to meet one or more of its obligations to SIDN, has acted unlawfully towards SIDN or 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 the registrar); or
  - c. the registrar is declared insolvent, or the registrar is granted a moratorium on the payment of debts, or the Statutory Debt Restructuring Scheme for Natural Persons (WSNP) is declared applicable to the registrar, or a corresponding situation under the law of another country arises, or the registrar seeks to reach a composition with its creditors; or
  - d. the registrar loses the right to dispose freely of its capital or a large part of it (e.g. as a result of seizure) for a period of thirty days or more; or
  - e. SIDN is satisfied that the registrar has requested amendments or submitted registration applications on behalf of registrants or applicants without their permission; or
  - f. the registrar is not actually active as a registrar (not being the nominated representative of any registrants, for example); or
  - g. the registrar is no longer included in a trade register (or, in the case of a non-Dutch registrar, an equivalent register).
- 8.4. Under circumstances where SIDN is entitled to terminate its relationship with the registrar, as provided for in this article, SIDN is also entitled to impose a less severe sanction. SIDN publishes its sanction policy at [www.sidn.nl](http://www.sidn.nl).
- 8.5. If the relationship between the registrar and SIDN is terminated (for whatever reason), the registrar ceases to be entitled to represent registrants. If the relationship between the registrar and SIDN is terminated at a time when the registrar owes money to SIDN, the sum in question will become due immediately. SIDN is entitled to publicise the termination on its website.
- 8.6. If SIDN should decide to terminate the relationship between the registrar and SIDN, as provided for in article 8.3, the registrar may appeal against the decision to the Complaints & Appeals Board. Any such appeal must be made within thirty days of the date of the decision and shall be subject to the Complaints & Appeals Regulations, as published (together with additional information) at [www.cvkb.nl](http://www.cvkb.nl) and [www.sidn.nl](http://www.sidn.nl). Pending the outcome of an appeal, SIDN may curtail the registrar's entitlement to make registrations and register amendments.

## **9. Privacy/Personal Data Protection Act**

- 9.1. SIDN has a Data Protection Policy, which is published at [www.sidn.nl](http://www.sidn.nl). When processing personal data received in connection with the registration of domain names, SIDN and the registrar must always adhere to the Personal Data Protection Act and to SIDN's published policy.
- 9.2. SIDN restricts the use of the Whois in order to prevent abuse. Use of the Whois by registrars is restricted less than use by others. SIDN may at any time place further restrictions on the use of the Whois. Furthermore, SIDN may impose special restrictions on registrars that do not abide by SIDN's rules concerning use of the Whois, without prejudice to the rights provided for in article 8.3.

## **10. SIDN's liability**

Article 17 of the General Terms and Conditions for .nl Registrants applies equally in this context. Furthermore, SIDN is not liable for any damages suffered by the registrar 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



SIDN's Executive Board or management team. Under the latter circumstances, the amount payable in damages cannot exceed the sum payable to SIDN, pursuant to article 5.1, in respect of the period in which the relevant act or omission is performed or made.

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

- 11.1. 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 registrars at least thirty (30) days in advance and will publish the revised general terms and conditions at [www.sidn.nl](http://www.sidn.nl) for registrars' perusal. Where SIDN considers it appropriate, transitional arrangements will be made. If the registrar is unwilling to accept the revised general terms and conditions, the registrar is entitled to end its relationship with SIDN. Under such circumstances, the relationship must be ended in accordance with the procedures published at [www.sidn.nl](http://www.sidn.nl).
- 11.2. Before revising the general terms and conditions, SIDN will seek the advice of a number of registrars, which SIDN will itself select. SIDN will seek to make such a selection of registrars representative of the general registrar community.
- 11.3. If SIDN revises a procedure, SIDN will inform registrars, provided that the nature of the amendment warrants such action.

## **12. Evidence**

- 12.1. The information recorded in SIDN's register is considered to be evidentially complete and reliable, but counter-evidence may be presented by the registrar. The version of any communication with a registrant or registrar retained by SIDN is considered to be evidentially complete and reliable with regard to the content of that communication.
- 12.2. Information and statements issued by SIDN are considered to have been communicated at the time of issue.

## **13. Additional rules**

SIDN's Executive Board is entitled to apply additional rules and to decide matters in circumstances not foreseen by these general terms and conditions. If the exercise of the said entitlement has an unacceptable material adverse effect upon the registrar's interests, the registrar may terminate its relationship with SIDN with immediate effect. Under such circumstances, the provisions of article 8.5 will apply.

## **14. Contact details / amendments**

The registrar has a responsibility to ensure that the contact details and legal status details that SIDN holds for the registrar are accurate and remain so, and that any change in the relevant details is communicated to SIDN within five working days, in the manner specified by SIDN at [www.sidn.nl](http://www.sidn.nl).

## **15. Sundry**

- 15.1. These general terms and conditions afford SIDN 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. SIDN will decide whether it is desirable to exercise its rights in a given situation and will autonomously determine the strategy by which it asserts 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.



- 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 SIDN and the registrar.
- 15.3. These general terms and conditions are governed by Dutch law.
- 15.4. In the event of a dispute between the registrar and SIDN, 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 the original intentions of SIDN 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.