



## **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 (see below).

### *Whois*

The Whois on SIDN's website enables you to check who the registrant of a given domain name is. Once a domain name has been registered, you can use the Whois 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.



### *Dispute Resolution Regulations and Complaints and Appeals Board (C&AB)*

Separate regulations exist covering the resolution of disputes about .nl domain names. These regulations are published at [www.sidn.nl](http://www.sidn.nl). SIDN also has an independent C&AB, to which appeal may be made, in the circumstances described in these terms and conditions, against certain types of decision made by SIDN. The C&AB additionally considers complaints from people who believe that the registration of a .nl domain name, as a consequence of the name's use, is inconsistent with public order or decency. Further information is available from [www.cvkb.nl](http://www.cvkb.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. Any such additional conditions are published at [www.sidn.nl](http://www.sidn.nl) and form an integral part of these General Terms and Conditions. An applicant based outside the Netherlands has to accept that SIDN's office address may lawfully be used for the receipt of writs and other formal documents relating to the registration or the .nl domain name served on the registrant by a bailiff. Further conditions are published at [www.sidn.nl](http://www.sidn.nl).
- 1.2. The applicant is responsible for ensuring that all information provided to SIDN via his/her registrar is complete and correct. The applicant is considered to have registered a domain name once SIDN has received and checked the application and has confirmed the registration to the applicant via the registrar acting for him/her.
- 1.3. Applications are processed by SIDN in the order of their receipt by SIDN's automated systems. On receipt of an application, SIDN checks whether the .nl domain name in question is available for registration and whether the application is complete. SIDN registers a given .nl domain name to the first party to submit an application for the name in question, which passes both the checks.
- 1.4. Where technical grounds exist, SIDN may decide 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. The technical requirements that must be met are published at [www.sidn.nl](http://www.sidn.nl). SIDN may also temporarily exclude a .nl domain name from registration, if the Complaints and Appeals Board has ruled that the name in question is inconsistent with public order or decency.
- 1.5. SIDN may decline to accept an applicant as a registrant if, for example, the applicant has in the past failed to meet obligations towards SIDN. An applicant who is refused registrant status may appeal against the decision to the Complaints and Appeals Board. Further information is published at [www.cvkb.nl](http://www.cvkb.nl) and [www.sidn.nl](http://www.sidn.nl).

### **2. The registration**

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

### **3. Relationship between registrant and registrar**

- 3.1. The 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 .nl domain name. The



registrant accepts that SIDN will act upon the registrar's instructions 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, every 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 the administrative contact person may be contacted at the admin-c e-mail address recorded in SIDN's database. All communications sent to the e-mail address in question are assumed to have been received by the registrant. 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, every prospective registrant needs to nominate a technical contact person (tech-c) when applying to register a .nl domain name.
- 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 at the e-mail addresses recorded in SIDN's database. Failure to do so may result in SIDN terminating the registration, as provided for in article 16.
- 4.4. Any change of administrative contact person or technical contact person, and any change to either contact person's e-mail address, must be communicated to SIDN through the registrar.

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

Throughout the registration period, a .nl 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 .nl 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 may lead to exclusion of the .nl domain name from the .nl zone file, and ultimately to termination of the registration, as provided for in article 16.

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

- 6.1. SIDN charges 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 registrar fails to pay any of its registry fees on time, SIDN is entitled to cancel its contract with the registrar in question. Under such circumstances, SIDN will inform each affected



registrant and allow the registrant at least thirty days to transfer the .nl domain name to another registrar. If a registrant fails to do so within the time allowed, SIDN may terminate the registration of the .nl domain name in question, as provided for in article 16.

## **7. Registration holder**

Except under certain circumstances referred to in article 13, 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 rights in respect of the registration.

## **8. Registrant's responsibility and indemnification**

The registrant of a .nl domain name is responsible for ensuring that neither the name nor its use is inconsistent with public order or decency, and that neither the registration nor the use of the .nl domain name infringes another party's rights, or is unlawful or illegal in any other way. Lest the registrant should fail in this responsibility, the registrant indemnifies SIDN against any resulting third-party claim and undertakes to fully compensate SIDN for any resulting costs it may incur or damages it may suffer.

## **Changes in the status of a domain name**

### **9. Change of registrant (conveyancing)**

A registrant may convey a .nl domain name's registration to a third party by arranging for the third party to become the registration holder. The procedure for changing the registrant of a .nl domain name is described at [www.sidn.nl](http://www.sidn.nl). Legally speaking, changing the registrant of a .nl domain name involves cancellation of the existing registration contract (between SIDN and the existing registrant) and closure of a new registration contract (between SIDN and the new registrant).

### **10. Change of registrar (transfer)**

- 10.1. At any time during the registration period, a registrant may change the registrar that acts on his/her behalf in respect of a given .nl domain name. The procedure for changing registrars – also known as the transfer procedure – 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 .nl 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. Updates to 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 inform SIDN as soon as possible, through the registrar that acts for him/her. 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. Register amendment requests**

- 12.1. SIDN processes register amendment requests, such as change-of-registrant (conveyancing) requests, change-of-registrar (transfer) requests, contact detail updates or registration terminations in the way described at [www.sidn.nl](http://www.sidn.nl).

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

- 13.1. At the request of a third party or on its own initiative, SIDN may with immediate effect reverse a registration or a register amendment, if SIDN is 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 at that time have the authority to act on behalf of the applicant or registrant, or (iii) the registration was inconsistent with the principle that a .nl domain name should be registered to the first party to submit an application to register the name in question, which satisfies the relevant conditions.
- 13.2. If SIDN decides to reverse a registration or a register amendment, as provided for in article 13.1, or decides to decline such request, the decision will be implemented immediately and SIDN will inform the registrant and, where relevant, the requester as soon as possible. Under such circumstances, SIDN will also withdraw a .nl domain name whose registration has been reversed or freeze the registration of a .nl domain name concerning which a register amendment has been reversed or such amendment has been declined; the name will remain withdrawn or the registration will remain frozen until thirty days after notice of the decision was given.
- 13.3. If SIDN decides to reverse a registration or register amendment, as provided for in article 13.1, or decides to decline a request to reverse a registration or register amendment, both the requester and the registrant (or, possibly, former registrant) may appeal against the decision. Appeal must be made to the Complaints and Appeals Board within thirty days of the decision being made known. Further information is available from [www.cvkb.nl](http://www.cvkb.nl) and [www.sidn.nl](http://www.sidn.nl).
- 13.4. 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 .nl domain name 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 terminate the registration at any time by submitting a cancellation request 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 terminate 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.



- 15.4. The registration also ends if there is a change of registrant. Legally speaking, changing the registrant of a .nl domain name involves cancellation of the existing registration contract (between SIDN and the existing registrant) and closure of a new registration contract (between SIDN and the new registrant).

## **16. Termination of a registration by SIDN**

- 16.1. SIDN may unilaterally terminate a registration if the registrant fails to meet any obligation towards SIDN, subject to the provision of thirty days' notice to the registrant's administrative contact e-mail address. The registrant may be considered to have failed to meet an obligation towards SIDN if, for example:
- a. the registrant has provided incomplete or incorrect information when applying to register the .nl domain name; or
  - b. the registrant's details or any other details concerning the registration 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 .nl domain name does not or no longer satisfies SIDN's technical requirements; or
  - f. the registrant or the registrar fails to fully meet the obligations arising out of the registration application.
- 16.2. Under any of the circumstances referred to in article 16.1, SIDN will not proceed to terminate the registration if the registrant rectifies matters within the thirty-day notice period.
- 16.3. Appeal against a termination decision made by SIDN in accordance with article 16.1 may be made to the Complaints and Appeals Board within thirty days of the date of the decision. Further information about the appeals procedure is available from [www.cvkb.nl](http://www.cvkb.nl) and [www.sidn.nl](http://www.sidn.nl). While an appeal is under consideration, the status of the .nl domain name in question will be frozen and service provision by SIDN will continue.
- 16.4. SIDN may also unilaterally terminate a registration if:
- a. the Complaints and Appeals Board rules that:
    - i. SIDN is entitled to terminate the registration, as provided for in article 16.1; or
    - ii. registration of the .nl domain name is considered, as a consequence of the name's use, to be inconsistent with public order or decency; or
  - b. a Dutch court of law, the Complaints and Appeals Board, or another competent body requires SIDN to terminate the registration (in which case, SIDN will not effect the termination if and as long as the opportunity for appeal exists, unless ordered to act immediately); or
  - c. the registrant of the domain name changes as a result of a court ruling or a ruling made in the context of the Dispute Resolution Regulations for .nl Domain Names; or
  - d. 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; or
  - e. an attached, seized or pledged .nl domain name is sold.
- 16.5. In any circumstance regulated by this article where SIDN is entitled to terminate a registration, SIDN is also entitled to take less consequential action. If SIDN takes less consequential action when entitled to terminate a registration under the provisions of article 16.1, the registrant



may appeal to the Complaints and Appeals Board against the decision to take the action in question. Appeal must be made to the Complaints and Appeals Board within thirty days of the decision being made known. Further information is available from [www.cvkb.nl](http://www.cvkb.nl) and [www.sidn.nl](http://www.sidn.nl). Pending the outcome of the appeal, the temporary measure remains effective.

- 16.6. If a registration is terminated for any reason, the registrant loses the right to use the .nl domain name in question. SIDN may subsequently enter into a new registration contract for the domain name (possibly after the expiry of a grace period).

#### **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. SIDN is not liable for damages arising from or other consequences of any non-accessibility of the .nl domain if the .nl top-level domain is unavailable, or if other factors beyond SIDN's control prevent the .nl domain being found on the Internet. If SIDN judges that the non-accessibility of the .nl domain is liable 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 apply additional requirements with this aim in mind. Upon introduction, any such additional requirements applied by SIDN shall be published at [www.sidn.nl](http://www.sidn.nl) and shall form an integral part of these General Terms and Conditions.

### **Disputes, complaints, appeals and the freezing of registrations**

#### **19. Disputes / mediation / Complaints and Appeals Board**

- 19.1. The registrant accepts that, if a third party starts legal proceedings in the Netherlands against a registrant in connection with a .nl domain name registered to him/her, Dutch law shall be applicable and the Dutch court system shall be competent to hear the case.
- 19.2. If living or based outside the Netherlands, the registrant accepts that SIDN's registered office address may lawfully be used for the receipt of writs and other formal documents relating to the .nl domain name served on the registrant by a bailiff.
- 19.3. The registrant accepts the applicability of the Dispute Resolution Regulations for .nl Domain Names (see [www.sidn.nl](http://www.sidn.nl)) to any matter that is the subject of a third-party complaint made against the registrant in accordance with the said regulations.
- 19.4. The circumstances in which proceedings under the Dispute Resolution Regulations for .nl Domain Names may be started, and the mediation service provided for in those regulations may be used, as well as the procedure for taking either course of action, are described at [www.sidn.nl](http://www.sidn.nl).
- 19.5. If SIDN makes a decision, as referred to in articles 1.5, 13.1, 16.1, 16.5, 21.1 or 23.4 of these General Terms and Conditions, appeal against the decision may be made to the independent Complaints and Appeals Board, in accordance with the regulations published at [www.cvkb.nl](http://www.cvkb.nl) and [www.sidn.nl](http://www.sidn.nl).
- 19.6. Anyone who believes that the registration of a .nl domain name, as a consequence of the name's use, is inconsistent with public order or decency may submit a complaint the Complaints and Appeals Board for consideration. More information about making complaints is available from [www.cvkb.nl](http://www.cvkb.nl) and [www.sidn.nl](http://www.sidn.nl).
- 19.7. The registrant accepts the applicability of the Complaints and Appeals Regulations (see [www.cvkb.nl](http://www.cvkb.nl)) to any matter involving the registrant that is the subject of a third-party complaint made in accordance with the said regulations.



- 19.8. Rulings by the Complaints and Appeals Board are binding on SIDN. Such rulings are also binding on the appellant, the complainant and the registrant in question, but do not prevent any of the said parties from referring the matter to a competent court in the Netherlands, in accordance with Complaints and Appeals Regulations.
- 19.9. If a dispute between a registrant and SIDN is taken to court, the Arnhem Law Court is exclusively competent to hear the case.

## **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 by the centre that administers 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 records this fact in its register. The effect of this is to freeze the domain name's status, so that it cannot be changed; thus, for example, the domain name's registrant cannot be changed and its registration cannot be cancelled. The registrar associated with a frozen name may be changed, however, or the name server details updated.
- 20.2. A .nl domain name's status 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 .nl domain names registered to the registrant as soon as reasonably possible following receipt of a copy of the court documents. SIDN will then correspond with the receiver regarding the future of the registration.

## **21. Notice and Take Down: Intervention where a domain name is being used for an unlawful or criminal purpose**

- 21.1. If SIDN is of the opinion that a .nl domain name that has been brought to its attention is being used in an unlawful or criminal manner (for example, to publish unlawful or criminal content on a website), SIDN shall be entitled to immediately remove the .nl domain name temporarily or permanently from the zone file, unilaterally terminate its registration and take any other action that SIDN considers necessary at the time.
- 21.2. Any party that believes that a .nl domain name is being used in an unlawful or criminal manner may draw the matter to SIDN's attention by following the Notice and Take Down Procedure published at [www.sidn.nl](http://www.sidn.nl). SIDN shall deal with any such report in the manner described in the said procedure.
- 21.3. SIDN shall not be liable either towards the registrant or towards any third party for any damages suffered as a result of any act or omission in the implementation of this article.
- 21.4. If SIDN decides to take action, as provided for in this article, the registrant may appeal to the independent Complaints and Appeals Board, in accordance with the regulations published at [www.cvkb.nl](http://www.cvkb.nl) and [www.sidn.nl](http://www.sidn.nl).

## **Miscellaneous**

### **22. 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.





## **23. Privacy / protection of personal data**

- 23.1. 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.
- 23.2. The registrant accepts that, via the universally accessible Whois, the public has access to certain information concerning each domain name, as recorded in SIDN's database. The information in question is the name of the registrant, the e-mail addresses of the administrative and technical contact persons, details of the registrar acting for the registrant and technical data. The registrant also accepts i) that SIDN may make the information recorded in its database available to authorities that have the statutory power to require the disclosure of such information, and ii) that SIDN makes the information recorded in its database available to its registrars in order that it may be used, with the registrant's consent, to facilitate the provision of registration services. SIDN applies special conditions governing the use of its data by each of the above-mentioned parties. If these conditions are not adhered to, SIDN can take action against the wrongdoer. Further information about the Whois and privacy is available from [www.sidn.nl](http://www.sidn.nl).
- 23.3. The registrant accepts that SIDN may disclose the registrant's address to an attorney or court bailiff registered to practise in the Netherlands, if the attorney or bailiff requests the information in order that legal proceedings may be taken against the registrant on behalf of a client.
- 23.4. 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 make a so-called opt-out request, i.e. ask SIDN to withhold his/her name and the e-mail addresses 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 through a registrar and explaining the reasons for it is described at [www.sidn.nl](http://www.sidn.nl). If SIDN decides to decline such a request, appeal against the decision may be made to the Complaints and Appeals Board. More information about the appeals process is available from [www.cvkb.nl](http://www.cvkb.nl) and [www.sidn.nl](http://www.sidn.nl).

## **24. 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. In the context of such activities, SIDN may be given access to personal data relating to the registrant. The registrant accepts that SIDN may receive and process such information. SIDN will not disclose to any third party personal data relating to the registrant obtained in the manner described.

## **25. SIDN's liabilities**

- 25.1. Notwithstanding the liability exclusion contained in article 17, SIDN is liable only if and insofar as it culpably fails to meet one or more of its obligations towards the registrant deriving from these General Terms and Conditions, and if and insofar as that failure is not made good within a reasonable period of SIDN being given formal notice of default. Under all 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.



- 25.2. 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.

## **26. Revision of these General Terms and Conditions**

- 26.1. 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 cancel his/her registration. Under such circumstances, the registration will end on the date that the revised General Terms and Conditions come into effect.
- 26.2. Before revising the General Terms and Conditions, SIDN will seek the advice of a number of registrars, which SIDN will itself select.

## **27. Evidence**

- 27.1. The information recorded in SIDN's database is considered to be evidentially complete and reliable, unless refuted by the 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, unless refuted by the registrant.
- 27.2. Information and statements issued by SIDN are considered to have been communicated at the time of issue.

## **28. Additional rules and departures from the General Terms and Conditions**

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 SIDN 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).

## **29. Final provisions**

- 29.1. 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.
- 29.2. The procedures referred to in these General Terms and Conditions constitute an integral part of these General Terms and Conditions and thus of the contractual relationship between SIDN and the registrant. However, the provisions of article 26 are not applicable to the amendment of such procedures or to the amendment of other regulations referred to in these General Terms and Conditions.
- 29.3. A registration and these General Terms and Conditions are governed solely by Dutch law.
- 29.4. 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.



29.5. 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.