General Terms and Conditions for .nl registrants

Version: 1 October 2023

These General Terms and Conditions set out the rules covering the relationship between us (SIDN BV, referred to below as SIDN) and you, the registrant of a .nl domain name registered with us. On the basis of the registration, we publish the relevant .nl domain name in the zone file, so that it is technically findable on the internet.

The registrar

To register a domain name with us, you have to apply through an intermediary called a registrar. Registrars sometimes use the services of agents known as 'resellers'. In that case, your point of contact may be the reseller; you may not have any direct contact with your registrar. Your registrar nevertheless plays an important role, both at the time of registration and during the registration period. Regardless of whether you choose your registrar directly or indirectly, you are responsible for your choice. You are allowed to change registrars during the registration period if you wish. Information about the registrars you can choose is given on our website (www.sidn.nl (https://www.sidn.nl/en/registrars)).

Registration applicants – PLEASE NOTE

A domain name must be applied for by the person or legal entity that will be the effective controller of the registration and the actual user of the domain name. That person or legal entity will then be recorded as the registrant of the

domain name. It will therefore be the domain name's effective controller that is entitled to our services. That person or legal entity will also be responsible, and may be held accountable, for the domain name's use. SIDN is entitled to cancel a registration if the nominal registrant is another party, such as the registrar, or a reseller or a privacy or proxy service provider. A registrar or reseller may nevertheless temporarily stand in for a domain name's effective controller by acting as the nominal registrant, providing that the domain name is not used on the internet while that temporary arrangement is effective.

Procedures

Our service provision procedures can be found on www.sidn.nl (https://www.sidn.nl/en/product/nl-domain-name). They include the procedures for updating a registration and for taking over a domain name. All procedures are liable to change from time to time. The latest versions can always be found on our website.

Revision of the General Terms and Conditions

We may revise our General Terms and Conditions from time to time. If we make a revision that you find unacceptable, you have the option of terminating your registration; see article 26.

Disclaimer

On acceptance of your application, we register the domain name to you and publish the details in the internet domain name system (DNS). Your domain is then technically findable on the internet. However, whether it can actually be found (upon registration or later on) depends on various factors outside our control. If your domain cannot be found because of a factor or factors outside our control – if the .nl domain is not available to us, for example – that does not mean that we have failed to fulfil our obligations. We therefore have no liability in a situation of that kind. Our role is limited to publishing your domain name in the DNS; see also article 17.

Dispute Resolution Regulations and Complaints and Appeals Board

Separate regulations exist covering the resolution of disputes about .nl domain names. The regulations are published on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/infringement-of-rights). We also have an independent Complaints and Appeals Board (C&AB) that you can appeal to in the circumstances described in these General Terms and Conditions if you are unhappy with a decision we have made. The C&AB additionally considers complaints about .nl domain names in cases where it is alleged that the registration is inconsistent with public order or decency, because of the way that the name is used. For details, visit www.cvkb.nl (http://www.cvkb.nl/en/) .

Registration applications and obligations

1. Applying to register a .nl domain name

1.1

Anyone, living or based anywhere in the world, may apply to us through a registrar to register a .nl domain name. The registration procedure is described on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/registering-a-domain-name). We may attach additional conditions to legal and/or natural persons based outside the European Union. If we do, the conditions will be published on www.sidn.nl (https://www.sidn.nl/en/about-sidn/contact) and will form part of these General Terms and Conditions. An applicant based outside the Netherlands has to accept that our 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 on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/domicile-address).

1.2

The applicant is responsible for ensuring that all information provided to us through the registrar is complete and correct. A domain name must not be registered in the name of a third party, such as the registrar, a reseller or a privacy or proxy service provider. In the sense of this article, a privacy or proxy service provider is any party that acts as a domain name's nominal registrant, but is not the domain name's effective controller. However, a registrar or reseller may temporarily stand in for a domain name's effective controller by acting as the nominal registrant, providing that the domain name is not active in the DNS. The applicant is considered to have registered a domain name once we have received and checked the application and have confirmed the registration to the applicant via the registrar acting for him/her.

1.3

We use automated systems to process applications in the order that we receive them. On receipt of an application, we check first whether the .nl domain name is available for registration, and then whether the application is complete and correct. We register a .nl domain name to the first applicant whose application for the name passes both the checks.

1.4

If there are technical reasons for not registering one or more .nl domain names, we can refuse the application or applications. The technical requirements that must be met are published on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/technical-requirements-for-the-registration-and-use-of-nl-domain-names). We can 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

We can refuse to accept an applicant as a registrant if the applicant has previously failed to meet obligations towards us. An applicant who is refused may appeal against the decision to the Complaints and Appeals Board. For

details, visit www.cvkb.nl (http://www.cvkb.nl/en/) and www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/appealing-against-an-sidn-decision).

2. The registration

Throughout the registration period, we will include the .nl domain name in the .nl zone file and publish it in the DNS, so that it is findable on the internet. The registrant of a .nl domain name is responsible for the way that the name is used, for the further (technical) set-up of the domain, for the content published using the name, and for any applications linked to the name.

3. Registrant-registrar-SIDN relationship

3.1

As the registrant of a .nl domain name, you have to appoint a registrar to act for you in dealings with us. We keep a record of the registrar who acts for the registrant of each .nl domain name. You accept that your registrar acts on your account and at your risk. You also accept that we will follow your registrar's instructions without direct reference to you.

3.2

It is up to you to ensure that you are always represented by a registrar. If you end your relationship with your registrar, you must appoint another registrar within thirty days. A change of registrar must be arranged as described in article 10.

3.3

Your appointed registrar, as named in our database, represents you on all matters concerning our services to you. So, for example, your registrar can arrange for the termination of your registration, the takeover of your domain name, or other register amendments. 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 contacts

4.1

We sometimes need to make direct contact with a registrant (e.g. if a request to terminate a registration is received). To make that possible, every registrant needs to nominate an administrative contact (admin-c). Your administrative contact acts as your representative. You must ensure that your administrative contact can be contacted using the admin-c e-mail address recorded in our database. All communications sent to that e-mail address are assumed to have been received by you. When applying to register a domain name, you must therefore provide your administrative contact's e-mail address. We will record the information provided in our database.

4.2

We sometimes need to get in touch with a registrant on a technical matter, or a third party needs to do so. To make that possible, every registrant needs to nominate a technical contact (tech-c).

4.3

You must ensure that, throughout the registration period, both your administrative contact and your technical contact can be contacted using the e-mail addresses recorded in our database. Failure to do so may result in us terminating your registration, as provided for in article 16.

4.4

Any change of administrative contact or technical contact, and any change to either contact's e-mail address, must be communicated to us through the registrar.

5. Technical requirements

Throughout the registration period, a .nl domain name must meet certain technical requirements made by us. That is partly so that we can fulfil our obligations regarding the .nl domain name and regarding the domain name system as a whole. It is your responsibility to ensure that the requirements are

met, even if day-to-day technical management of your .nl domain name is left to your registrar or another service provider. We may revise the technical requirements from time to time; the current requirements can always be found on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/technical-requirements-for-the-registration-and-use-of-nl-domain-names). Failure to meet 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

We charge registry fees to registrars for the registrations made through them, for the subsequent maintenance of those registrations and for certain other procedures requested by registrars on behalf of their registrants. It is up to each registrar to decide what fees to charge their registrants.

6.2

If a registrar fails to pay us the registry fees on time, we may cancel our contract with the registrar. In that case, we will inform each affected registrant and give them at least thirty days to transfer their .nl domain name to another registrar. If a registrant fails to transfer their domain name in the time allowed, we may terminate its registration, as provided for in article 16.

7. Registration holder

Except under certain circumstances referred to in article 13, the legal or natural person recorded in our database as the registrant is considered to be the holder of the registration and to be the party with rights in respect of the registration. The party recorded as the registrant must not be acting with the intention of concealing the true identity of the registration's effective controller.

8. Registrant's responsibility and indemnification

You, the registrant of a .nl domain name, are 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. You indemnify us against any third-party claim that might arise if you fail in that responsibility, and you undertake to fully compensate us for any resulting costs we may incur or damages we may suffer.

Changes in the status of a domain name

9. Change of registrant (conveyancing)

As a registrant, you may convey your .nl domain name's registration to a third party by arranging for the third party to become the registration holder. The relevant procedure is described on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/changing-your-domain-names-registrant). Legally speaking, changing the registrant of a .nl domain name involves cancellation of the existing registration contract (between you and us) and the agreement of a new registration contract (between us and the new registrant).

10. Change of registrar (transfer)

10.1

At any time during the registration period, you may change the registrar that acts for you in respect of your .nl domain name. The procedure for changing registrars – known as the transfer procedure – is described on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/transferring-your-domain-name).

10.2

If you choose to change your registrar, the change does not affect your contractual relationship with the registrar, unless the contract specifies otherwise. If, for example, you have agreed a one-year hosting contract with your registrar, that contract will normally remain in effect even if you decide

to change the registrar of your .nl domain name during the contract period. In that case, you will remain liable to pay the registrar's hosting fees, unless you and the registrar have agreed otherwise.

11. Updates to contact details and other information in SIDN's database

If your contact details change, or there is a change to any other relevant information recorded in our database, you must inform us as soon as possible through your registrar. If the contact details recorded for you in our database are incorrect, we may terminate your registration; see article 16.1.

12. Register amendment requests

We process register amendment requests in the way described on www.sidn.nl (https://www.sidn.nl/en/product/nl-domain-name). Register amendment requests include requests to change the registrant of a .nl domain name (conveyancing requests), to change the registrar (transfer requests), to update the contact details, or to terminate the registration.

13. Reversal of registrations and register amendments

13.1

At the request of a third party or on our own initiative, we may reverse a registration or a register amendment with immediate effect, if we are 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 that meets the relevant conditions.

13.2

If we decide to reverse a registration or a register amendment, as provided for in article 13.1, or if we decide to decline a reversal request, we will act on our decision immediately; we will also inform you (the registrant) and, where relevant, the requester as soon as possible. If we decide to reverse a registration, as provided for in article 13.1, we will withdraw the .nl domain name until thirty days after notice of our decision is given. If we decide to reverse a register amendment or to decline a reversal request, as provided for in article 13.1, we will freeze the .nl domain name until thirty days after notice of our decision is given.

13.3

If we decide to reverse a registration or register amendment, as provided for in article 13.1, or if we decide to decline a reversal request, both the requester and you (the registrant or former registrant) may appeal against the decision. Appeal has to be made to the Complaints and Appeals Board within thirty days of the decision being made known. For details, visit www.cvkb.nl (http://www.cvkb.nl/en/) and www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/appealing-against-an-sidn-decision).

13.4

If you are demonstrably responsible for a situation that requires reversal, as provided for in article 13.1, or if the registrar acting for you is demonstrably responsible, we are entitled to reclaim the associated administrative costs. In that case, we will decide the amount payable and charge it to the registrar.

14. Attachment, seizure and pledging

A .nl domain name may be attached or seized (https://www.sidn.nl/en/nl-domain-name/attachment-and-seizure-of-a-domain-name) by a third party, or pledged (https://www.sidn.nl/en/nl-domain-name/pledging-your-domain-name) to a third party. The relevant procedures are described on www.sidn.nl (https://www.sidn.nl/en/product/nl-domain-name).

Termination

15. Termination of a registration by the registrant

15.1

The period of registration is indefinite.

15.2

You, the registrant, may unilaterally terminate the registration at any time by submitting a cancellation request through your registrar. The relevant procedure is described on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/cancelling-your-domain-name).

15.3

If a cancellation request is submitted, as provided for in article 15.2, we will terminate the registration and stop providing our services as quickly as practicable. If you cancel the registration, that does not release you from any ongoing obligations you may have under your contract(s) with your 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 you and us) and the agreement of a new registration contract (between us and the new registrant).

16. Termination of a registration by SIDN

16.1

We may unilaterally terminate a registration if you fail to meet an obligation you have to us. If we decide to do that, we will give you thirty days' notice by writing to your administrative contact's e-mail address. You may be considered to have failed to meet an obligation to us if, for example:

- **a)** you have provided incomplete or incorrect information when applying to register your .nl domain name; or

- **b)** your details or any other details concerning your registration recorded in our database are not or are no longer correct or complete; or
- **c)** the e-mail address of your nominated administrative or technical contact is no longer valid; or
- **d)** you are no longer represented by a registrar, regardless of the reason; or
- **e)** your .nl domain name does not or no longer meets our technical requirements; or
- **f)** you fail (or your registrar fails) to fully meet the obligations you have in connection with the registration application.

16.2

Under any of the circumstances referred to in article 16.1, we will not proceed to terminate the registration if you rectify the matter within the thirty-day notice period.

16.3

You can appeal against a termination decision made by us in accordance with article 16.1. Appeal has to be made within thirty days to the Complaints and Appeals Board. For details, visit www.cvkb.nl (http://www.cvkb.nl/en/) and www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/appealing-against-an-sidn-decision). While an appeal is under consideration, the status of the .nl domain name in question will be frozen and we will continue to provide our services.

16.4

We may also unilaterally terminate your registration if:

- **a)** the Complaints and Appeals Board rules that:
  - **i)** we are entitled to terminate the registration, as provided for in article 16.1; or
  - **ii)** registration of the .nl domain name is considered to be inconsistent with public order or decency because of the way the name is used; or

- **b)** a Dutch court of law or another competent body requires us to terminate the registration (in which case, we will not go ahead with the termination if and as long as the opportunity for appeal exists, unless we are 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)** you are declared bankrupt or 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 similar court order or provision is made outside the Netherlands; or
- **e)** you sell your attached, seized or pledged .nl domain name.

16.5

Under circumstances where we are entitled to terminate your registration, as provided for in this article, we are also entitled to take less consequential action. If we take less consequential action when entitled to terminate a registration under the provisions of article 16.1, you can appeal to the Complaints and Appeals Board against the decision to take the action in question. Appeal has to be made within thirty days of our decision. For details, visit www.cvkb.nl (http://www.cvkb.nl/en/) and www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/appealing-against-an-sidn-decision). While an appeal is under consideration, the temporary measure remains effective.

16.6

If your registration is terminated for any reason, you lose the right to use your .nl domain name. We may subsequently agree a new registration contract for the domain name (possibly after the expiry of a grace period).

17. Non-availability of the .nl top-level domain and technical problems

We have no control over the performance of the so-called root zone and cannot therefore influence the availability of the .nl top-level domain. We are not liable for damages arising from (or other consequences of) any .nl domain being unfindable as a result of the .nl top-level domain being unavailable or as a result of any other factor outside our control. If we believe that a .nl domain is liable to be unfindable for a prolonged period, we may terminate its registration.

18. Requirements for the prevention of irregularities

We try to prevent registration-related irregularities as far as possible, and we may make additional requirements with that aim in mind. Any such requirements will be published on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/verification-of-registration-data) when we introduce them.

Disputes, complaints, appeals, freezing and insolvency

19. Disputes / mediation / Complaints and Appeals Board

19.1

You accept that, if a third party starts legal proceedings in the Netherlands against you in connection with your .nl domain name, Dutch law is applicable, and the Dutch court system will be competent to hear the case.

19.2

If you live or are based outside the Netherlands, you accept that our registered office address may lawfully be used for the receipt of writs and other formal documents served on you by a bailiff in connection with your .nl domain name.

19.3

You accept that the Dispute Resolution Regulations for .nl Domain Names (https://www.sidn.nl/en/nl-domain-name/dispute-resolution-regulations-for-nl-domain-names) (see www.sidn.nl) apply to any matter that is the subject of a third-party complaint made against you in accordance with those regulations.

19.4

The circumstances in which proceedings under the Dispute Resolution Regulations for .nl Domain Names (https://www.sidn.nl/en/nl-domain-name/dispute-resolution-regulations-for-nl-domain-names)may be started, and the circumstances in which the mediation service provided for in those regulations may be used are described on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/infringement-of-rights). The related procedures are also described there.

19.5

If we make 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 regulation published on www.cvkb.nl (http://www.cvkb.nl/en/) and www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/appealing-against-an-sidn-decision).

19.6

Anyone who believes that the registration of a .nl domain name is inconsistent with public order or decency because of the way that the name is used may submit a complaint the Complaints and Appeals Board for consideration. For details, visit www.cvkb.nl (http://www.cvkb.nl/en/) and www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/complaining-about-a-domain-name).

19.7

You accept that the Complaints and Appeals Regulations (see www.sidn.nl) apply to any matter involving you that is the subject of a third-party complaint made in accordance with those regulations.

19.8

We are bound by rulings made by the Complaints and Appeals Board. Such rulings are also binding for the appellant, the complainant and the registrant in question, but do not prevent any of those 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 you and us is taken to court, the Arnhem Law Court is exclusively competent to hear the case.

20. Registration freezing in the event of a dispute or attachment/seizure

20.1

If the Complaints and Appeals Board (http://www.cvkb.nl/en/) or the centre that administers the Dispute Resolution Regulations for .nl Domain Names (https://www.sidn.nl/en/nl-domain-name/dispute-resolution-regulations-for-nl-domain-names) (see www.sidn.nl) informs us that a domain name is the subject of proceedings, we record that fact in our database. The effect of that is to freeze the domain name's status, so that it cannot be changed; the registrant cannot be changed, and its registration cannot be cancelled, for example. The registrar for a frozen name may be changed, however, and the name server details may be 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).

20A. Insolvency/bankruptcy

20A.1

If you are declared insolvent or bankrupt (or you are the subject of a comparable order), we will contact the receiver and the managing registrar regarding the fate of your registration; we will do that as soon as reasonably possible after receiving a copy of the relevant order.

20A.2

If you are declared insolvent or bankrupt, your registrar may under certain circumstances cancel the registration contract between you and us. The circumstances under which that can happen and the relevant procedure are described on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/cancelling-your-domain-name).

21. Intervention where a domain name is being used for an unlawful or criminal purpose (including Notice and Take Down Procedure)

21.1

If an irregularity is reported to us or discovered, and we conclude that a .nl domain name is being used in an unlawful or criminal way (for example, to publish unlawful or criminal content on a website), we may immediately remove the .nl domain name temporarily or permanently from the zone file, unilaterally terminate its registration and take any other action that we consider necessary at the time.

21.2

Anyone that believes that a .nl domain name is being used in an unlawful or criminal way may report it to us by following the Notice and Take Down Procedure published on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/complaining-about-the-content-of-a-website).

21.3

The procedure(s) that we follow when exercising our entitlement to act without receiving a Notice and Take Down report are also published on www.sidn.nl (https://www.sidn.nl/en/cybersecurity/abuse-prevention).

21.4

We are not liable to you or to any third party for any damages suffered as a result of any act or omission in the implementation of this article.

21.5

If we decide to take action, as provided for in this article, you can appeal to the independent Complaints and Appeals Board, in accordance with the regulations published on www.cvkb.nl (http://www.cvkb.nl/en/) and www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/appealing-against-an-sidn-decision).

Miscellaneous

22. Revision of standards

For reasons of global interoperability, we adhere to the relevant industry standards (many of which are obligatory). Those 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 we do not have control over the revision of industry standards, and for other reasons, we are not liable for any damages suffered or costs incurred as a result of such revision.

23. Privacy / protection of personal data

23.1

We have a Data Protection Policy (https://www.sidn.nl/en/nl-domain-name/privacy-policy-for-nl-domain-names), which specifies the purposes for which we process personal data. The policy is published on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/privacy-policy-for-nl-domain-names). When processing personal data, we always abide by the applicable privacy legislation and our Data Protection Policy.

23.2

Certain information concerning each registered domain name is published in the Whois, which anyone may use. The information includes the registrant's name (if the registrant is a business), the e-mail addresses of the administrative and technical contacts, details of the registrar, and technical data, all as recorded in our database. The information recorded in our database may be made available to authorities that have the statutory power to require the disclosure of such information. We also make the information recorded in our database available to affiliated registrars for use in the provision of registration services. In addition, we make the information recorded in our database available to certification authorities that request information on behalf of registrants. To prevent abuse, we have drawn up rules that govern the way the information we provide is used by each of the parties referred to above. If the rules are not respected, we can take action against the wrongdoer. Further information about the Whois and privacy is available from www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/sidn-and-privacy).

23.3

In individual cases, we may disclose non-public information in response to requests from parties with legitimate interests. If we disclose any information about you in response to such a request, we will notify you. For details, visit www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/sidn-and-privacy).

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 their personal details may make a so-called opt-out request, i.e. ask us to withhold their name (in circumstances where it would ordinarily be published) and the e-mail addresses of their administrative and technical contacts from the publicly accessible part of our database, and to replace the information in question with the contact details of their registrar. The procedure for making a reasoned opt-out request through your registrar is described on www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/opt-out-requests). If we decline your opt-out request, you can appeal against the decision to the Complaints and Appeals Board. For details, visit www.cvkb.nl (http://www.cvkb.nl/en/) and www.sidn.nl (https://www.sidn.nl/en/nl-domain-name/appealing-against-an-sidn-decision).

24. Market research

We are constantly seeking to improve the quality of our services, and we attach great importance to registrants' views. From time to time, therefore, we ask registrars to provide information regarding the quality of our services. That may involve us receiving personal data about registrants. As a registrant, you accept that we may receive and process such information. We will not disclose to any third party any personal data about you that we receive in the circumstances described.

25. SIDN's liability

25.1

Notwithstanding the liability exclusion contained in articles 17 and 21.4, we are liable only if and insofar as we culpably fail to meet one or more of our obligations under these General Terms and Conditions, and if and insofar as that failure is not made good within a reasonable period of us being given formal notice of default. Under all circumstances, our liability is limited to twice the amount that the registrar has to pay us for the registration for the

calendar year in question. Our total liability towards all registrants and registrars resulting from a single circumstance, incident or series of incidents can never exceed € 2,500,000. Our liability in the event of unlawful conduct towards a registrant is similarly limited.

25.2

We have arranged appropriate liability insurance. Contrary to the provisions of article 25.1, 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 25.1.

26. Revision of these General Terms and Conditions

26.1

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 by e-mailing your registrar. 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 cancel your registration. In that case, the registration will end on the date that the revised General Terms and Conditions come into effect.

26.2

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

27. Evidence

27.1

The information recorded in our database is considered to be evidentially complete and reliable, unless you present evidence to the contrary. The version of any communication with you or your registrar retained by us is considered to be evidentially complete and reliable with regard to your registration, unless you present evidence to the contrary.

27.2

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

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

We are 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 we consider such action to be reasonable under the circumstances in question (because, for example, the action is necessary to enable us to discharge our responsibilities properly or to enable the domain name system to function properly).

29. Miscellaneous

29.1

In a given situation, we will decide whether it is desirable to exercise our rights in relation to you or your registrar, and we 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.

29.2

The procedures referred to in these General Terms and Conditions constitute part of these General Terms and Conditions and the contractual relationship between you and us. However, the provisions of article 26 do not apply to the amendment of such procedures or to the amendment of other arrangements referred to in these General Terms and Conditions.

29.3

Your registration and these General Terms and Conditions are governed exclusively 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.