



Regulations for participants

Preamble

SIDN has a Participants' Council (Raad van Deelnemers) consisting of two categories of Participants: Category I Participants and Category II Participants. These Regulations for Participants set out the rights and obligations of Participants.

Definitions

Article 1

- Acquisition:** the acquisition by another Participant of all Domain Names (including Personal Domain Names) registered by a given Participant;
- Applicant for a Domain Name:** the intended Holder of a Domain Name or Personal Domain Name;
- Application for Registration:** the Application for Registration of a Domain Name or Personal Domain Name;
- Application:** the Application submitted to SIDN for the implementation of a certain transaction relating to a Domain Name or Personal
- Domain Name;** Cancellation: the termination of registration of a Domain Name or Personal Domain Name whereby the Domain Name Holder is prohibited from using the Domain Name or Personal Domain Name and registration in the Register is cancelled by SIDN;
- Category I Participant:** a Participant that has both the right to provide the Management Board with advice (both solicited and unsolicited) via the Participants' Council and to carry out the registration of Domain Names;
- Category II Participant:** a Participant that has the right to provide the Management Board with advice (both solicited and unsolicited) via the Participants' Council but not to carry out the registration of Domain Names;
- Change of Domain Name Holder:** the change in the name of the Holder of a Domain Name or Personal Domain Name;
- Domain Name Holder:** the party in whose name a Domain Name or Personal Domain Name is registered with SIDN, as shown by the Register;
- Domain Name:** a combination of characters at the first level under the .nl domain;
- Form:** a form (electronic) prescribed by SIDN in order to make a certain Application or an Application for Registration, or in the context of these;
- Migration:** the transfer of a Domain Name or Personal Domain Name to a different Participant by the Holder of a Domain Name;



- Participant Contract:** the agreement between the Participant and SIDN according to the SIDN model;
- Participant:** an organisation which is entitled, on the basis of the Participant Contract it has entered into with SIDN, to register Domain Names or Personal Domain Names on behalf of an Applicant for a Domain Name;
- Personal Domain Name:** a combination of characters at the second level, under a part indicated for that purpose by SIDN (whether or not at the request of the Applicant for a Domain Name) under the .nl domain at the first level, and exclusively intended for natural persons;
- Register:** the (electronic) Register of Domain Names and Personal Domain Names;
- Registration Contract:** the agreement between the Applicant for a Domain Name and SIDN regarding registration and maintenance of a Domain Name or Personal Domain Name in accordance with the model prescribed by SIDN;
- Regulations for Participants:** the present Regulations for Participants;
- SIDN:** the Netherlands Foundation for Internet Domain Name Registration [Stichting Internet Domeinregistratie Nederland].



Special provisions for Category I Participants

Article 2

- 2.1 Any business or institution that has its registered office within the territory of the European Union may make written Application to become a Category I Participant.

Article 3

- 3.1 In order to be accepted as a Category I Participant, the said business or institution shall submit the following documents to SIDN:
- a. a completed and signed registration form as prescribed by SIDN;
 - b. as proof of the identity of the Participant: a recent extract (i.e. no older than six months) from the Trade Register, the Register of Foundations, the Register of Associations, or a similar register in one of the other countries of the European Union, or any other register recognised by SIDN (as listed on the SIDN website);
 - c. a completed and signed Participant Contract in duplicate.

Article 4

- 4.1 Category I Participants are authorised to carry out registration of Domain Names and Personal Domain Names with SIDN under the .nl domain on behalf of Applicants for a Domain Name.

Article 5

- 5.1 The Category I Participant undertakes that before submitting an Application for Registration of a Domain Name or Personal Domain Name it will provide the Applicant for a Domain Name with a copy of the Regulations for Registration (whether or not electronically). The Category I Participant must also have in its possession a copy of the Registration Contract signed by the Applicant for a Domain Name.
- 5.2 The Category 1 Participant shall have at its disposal all documents regarding the Applicant for a Domain Name which it is required to have when the Application for Registration is submitted and all Forms relating to Applications submitted regarding Domain Names or Personal Domain Names for as long as a Domain Name or Personal Domain Name is included in the Register and for a period of at least five years after termination of the registration.
- 5.3 The Category I Participant shall provide SIDN, at SIDN's first request and within a period set by SIDN, with a copy of the said documents or of any Form relating to the Domain Name or Personal Domain Name which SIDN considers necessary.

Article 6

- 6.1 Category I Participants are required to pay a fee to SIDN for registering Domain Names and maintaining their registration and for processing Applications.
- 6.2 The Management Board of SIDN shall set the fees, the size of the fees and the period for



payment in separate regulations and shall publish the said regulations on the SIDN website.

- 6.3 Should the Category 1 Participant, after receiving a demand from SIDN by e-mail and/or by post, fail to comply with its financial obligations in accordance with the separate regulations referred to in Article 6.2, the said Participant shall be deemed to be in default and SIDN shall not process any further Applications for Registration or any other Application made by the said Participant.
- 6.4 Should SIDN reasonably consider that facts or circumstances exist which give rise to reasonable doubt as to whether or not a Category 1 Participant will be able to comply with its financial obligations, SIDN shall be empowered to require that the said Participant provide financial security.
- 6.5 Should the Category 1 Participant, after receiving a demand from SIDN by e-mail and/or by post, fail to provide sufficient security (this being at the reasonable discretion of SIDN), the said Participant shall be deemed to be in default and SIDN shall not process any further Applications for Registration or any other Application made by the said Participant.

Article 7

- 7.1 The Category 1 Participant undertakes that before submitting an Application for Registration it will check on behalf of SIDN whether the registration details submitted by the Applicant for a Domain Name agree with the identity of the Applicant for a Domain Name.

Article 8

- 8.1 The Category I Participant shall pass on any alterations in the registration details of Holders of a Domain Name to SIDN without delay.

Article 9

- 9.1 A Participant shall be entitled to acquire all Domain Names or Personal Domain Names registered by another Participant.
- 9.2 In such a case, the Participant which acquires the Domain Names or Personal Domain Names shall inform all Holders of a Domain Name that it has done so.
- 9.3 The Participant which acquires the Domain Names shall have at its disposal all the documents required for registration of the Domain Names or Personal Domain Names belonging to the Holders of a Domain Name concerned.
- 9.4 The Participant which relinquishes the Domain Names shall provide the Participant which acquires the Domain Names with all relevant documents relating to the Domain Names or Personal Domain Names which are being acquired.
- 9.5 Should the Participant acquire all the Domain Names or Personal Domain Names from



another Participant (whether or not after the bankruptcy of that Participant), the said (new) Participant shall be required to pay any arrears of payment owed by the other Participant to SIDN.

Article 10

- 10.1 SIDN processes data in order to perform the Participant Contract entered into with the Participant and the Registration Contract entered into with the Holder of a Domain Name. Processing of personal data by SIDN will take place in accordance with the regulations determined by the Management Board of SIDN pursuant to the Personal Data Protection Act (Wbp).
- 10.2 A Category I Participant shall be entitled to request SIDN, doing so in writing and with reasons, to exempt it from the restrictions set out in Article 23.3 of the Registration Regulations.
- 10.3 SIDN shall only grant such exemption with respect to the work carried out by the Participant as referred to in Articles 4, 5, 6, 7, 8 and 9 of the present Regulations. Participants are prohibited from making use of such exemption for marketing purposes.
- 10.4 SIDN shall inform the Participant of its decision within four weeks of receiving the request referred to in Article 10.2.
- 10.5 SIDN shall be entitled to attach conditions to such exemption. SIDN shall at all times be empowered to withdraw the exemption.
- 10.6 In the event of abuse or improper use of the exemption, SIDN shall not only be entitled to withdraw the exemption but also to take additional measures.

Special provisions for Category II Participants

Article 11

- 11.1 Any person resident in the Netherlands, or any business or institution with its registered office in the Netherlands, may make written application to SIDN to become a Category II Participant.

Article 12

- 12.1 In order to be accepted as a Category II Participant, the said person, business or institution shall submit the following documents to SIDN:
 - a. a completed and signed registration form as prescribed by SIDN;
 - b. as proof of the identity of the Participant: a copy of a valid passport, identity card or driving licence, or a copy of a recent extract (i.e. no older than six months) from the Population Register, or a recent extract (i.e. no older than six months) from the Trade Register, the Register of Foundations, the Register of Associations, or from any other register recognised by SIDN (as listed on the SIDN website).



General provisions for all Participants

Article 13

- 13.1 In order to become a Participant or to renew its Participation, the Participant shall be obliged to pay a fee set by SIDN in additional regulations.
- 13.2 The Management Board of SIDN shall set the fees, the size of the fees and the period for payment in separate regulations and shall publish the said regulations on the SIDN website. A distinction shall be made between the contributions payable by Category I Participants and Category II Participants.

Article 14

- 14.1 A request for admission as a Participant shall only be granted when SIDN has received the documents referred to in Articles 3 and 12 and the fee referred to in Article 13.

Article 15

- 15.1 SIDN shall send confirmation to the applicant for the status of Participant of its admission as a Participant, indicating the account receivable number of the Participant. SIDN shall also return a copy of the Participant Contract signed by SIDN to the Participant.
- 15.2 SIDN shall provide the applicant for the status of Category I Participant with information regarding the manner in which Applications for Registration and other Applications regarding a Domain Name or Personal Domain Name must be submitted.

Article 16

- 16.1 Unless a different (later) quarter has been agreed, the Participation shall commence on the first working day of the quarter in which the confirmation referred to in Article 15.1 has been sent.

Article 17

- 17.1 Should SIDN reasonably consider that the following circumstances justify its doing so, SIDN shall be empowered to refuse a potential Participant:
- the potential Participant has failed in the past to comply with its obligations under the terms of the Registration Regulations and/or the Regulations for Participants or the separate regulations determined in or in accordance with the said Regulations.

Article 18

- 18.1 The Participant shall be entitled to attend the meetings of SIDN's Participants' Council.



Article 19

19.1 The Participant undertakes that he/she/it shall comply with the obligations set out in or in accordance with the present Regulations, or set out in or in accordance with the Registration Regulations, and with any other decision by the Management Board of SIDN. Each Participant shall also be liable for any damage resulting from any action or omission which damages the good name of SIDN or the Register.

Article 20

20.1 The Participant shall collaborate with any checks of the Participant carried out by or on behalf of SIDN in order to ensure compliance with the Regulations for Registration and the Regulations for Participants.

Article 21

21.1 SIDN shall be empowered to terminate the Participation prematurely in any of the following cases:

- a. the Participant is in default vis-à-vis SIDN with respect to compliance with an obligation or has acted wrongfully vis-à-vis SIDN, or such is likely;
- b. the Participant itself has applied for bankruptcy or there is a realistic likelihood that a request for its bankruptcy by a third party will lead to the Participant being declared bankrupt;
- c. the Participant requests a suspension of payments or offers to enter into a voluntary arrangement with a creditor;
- d. there is a realistic likelihood that a third party will execute an attachment on goods belonging to the Participant, insofar as such attachment or the threat of such attachment being levied is likely to make it impossible for the Participant to comply with its obligations;
- e. if the Participant made an incorrect or untruthful statement when registering or if registration was carried out without the Participant making known facts and/or circumstances, of which it was aware, that were of such a nature that SIDN would not have granted the Participant the status of Participant if it had known of those facts or circumstances at the time of registration.

Article 22

22.1 SIDN reserves the right in cases when it is entitled to terminate the Participation prematurely to take less far-reaching measures.

Article 23

23.1 A Participant shall be empowered to terminate its Participation by sending written notification of such termination. Should such written notification of termination of Participation be received by SIDN before the fifteenth day of the final month of the quarter, termination shall take effect on the last day of the same quarter. Should such written notification of termination of Participation be received by SIDN after the fifteenth day of the final month of the quarter, termination shall take effect at the end of the quarter following the quarter in which the notification was received.



23.2 Such termination shall not affect any obligations on the part of the Participant vis-à-vis SIDN.

23.3 Termination of Participation shall only be effectuated when no more Domain Names or Personal Domain Names are held by the Participant concerned.

Article 24

24.1 SIDN shall be empowered to amend the Regulations for Participants. SIDN will notify Participants of its intention to amend the said Regulations by stating such on its website atleast thirty (30) days beforehand. If necessary, transitional regulations will be determined.

Article 25

25.1 SIDN shall not be liable for any direct or indirect damage and/or for any loss of profits suffered by a Participant as a result of the registration of a Domain Name or Personal Domain Name or of any other transaction or of use of the SIDN website.

Article 26

26.1 The Management Board of SIDN shall be empowered to determine additional (special) regulations and to take decisions in cases not provided for in the Regulations for Participants.

Article 27

27.1 The Regulations for Participants, together with any amendment or special regulations, shall apply to any party that has been granted the status of Participant, or is in future granted such status.

27.2 The Regulations for Participants shall be subject to Dutch law.

27.3 Should any of the provisions of these Regulations be declared invalid by a court of law, the validity of the other provisions shall not be affected.