

## Contents

P1	—	Recitals
P1	—	Purpose
P1	—	Article 1: Definitions
P2	—	Article 2: The Operator service
P2	—	Article 3: Eligibility Criteria, First come, first served and Premium Names
P2	—	Article 4: Nature of Domain Names and the register
P3	—	Article 5: Intellectual property
P3	—	Article 6: Obligations of the Operator
P3	—	Article 7: The Holder obligations
P4	—	Article 8: Intellectual property
P5	—	Article 9: Security
P5	—	Article 10: Representation by third parties and legitimacy
P5	—	Article 11 : Fees and payment
P5	—	Article 12: Guarantee
P5	—	Article 13: Notification and declaration
P6	—	Article 14: Personal data
P7	—	Article 15: Domain Names Disputes
P7	—	Article 16: Cancelling or altering the Domain Name
P8	—	Article 17: Modification to the Domain Name
P8	—	Article 18: Duration, renewal and transfer
P8	—	Article 19: Limitation of liability
P9	—	Article 20: Applicable law and Jurisdiction

## Recitals

EuroDNS SA, established 2 rue Léon Laval L3372 Leudelange, Luxembourg, Doing Business As “CONL Operator” (the “Operator”) is the entity administrating the Domain Names ending with CO.NL (a “Domain Name”).

In order to allow more people to benefit from his Service (the “Service” or the “Operator Service”), the Operator provides to Accredited Registrars (the “Accredited Registrars”) the ability to register Domain names on behalf of their customers.

## Purpose

This Domain Registration Charter (the “Charter”) is incorporated by reference into the Registrar Accreditation Agreement (the “RAA”) and sets forth the terms and conditions in connection with the registration of domain names ending in .CO.NL which include the applicable Dispute Resolution Policy (“the ADR Rules”),

Up-to-date versions of this document, the ADR Rules and of any other Policy Document applicable to the Domain Names can always be reached at the following address <http://domain.co.nl/en/legal.html>.

The Charter applies to any natural or legal person requesting the Operator to act on one or more Domain Names no matter its position.

## Article 1: Definitions

In the Charter, the following words shall have the following meaning:

- » “Domain Name” - refers to a string of character registered as a prefix to the .CO.NL domain name in order for a server to be reachable on the Internet and which can be used for a variety of purposes including but not limited to Web services or E-Mail.
- » “Holder” or “Registrant” - the individual or legal entity or a general or limited partnership, for which a Domain Name is registered.
- » “Administrative Contact” - the individual or legal entity or a general or limited partnership, to which the legal and extrajudicial documents are sent.
- » ‘Billing Contact’ - the individual or legal entity or a general or limited partnership, to which the Operator send the bills for its services.
- » ‘Technical Contact’ - the individual or legal entity or a general or limited partnership, which is available to the Operator and the Holder in the event of technical problems connected with a Domain Name.
- » ‘CO.NL Accredited Registrar’ or ‘Accredited Registrar’ - An entity specifically approved by the Operator, who shall act on the Registrant behalf to deal with the Operator. A list can be found at <http://domain.co.nl/en/registrars.html>.
- » ‘CO.NL Database’ or ‘Register’ - a list comprised of data about one or more Domain Names including the string of character used, the name of the Holder, the Accredited Registrar, the name servers, and, if applicable, the IP address which the Domain Name points to.
- » ‘The Site’ or “the Website” - <http://domain.CO.NL>
- » ‘IP Address’ - a numeric address used for addressing a computer on the internet.
- » ‘Accuracy’ - means that the information provided to the Operator: must be true, correct, up-to-date, complete and shall allow the Operator or any third party to contact the Holder quickly at any reasonable time without having to get information from anywhere else, must not be deceptive, and (if possible for that type of information) must clearly identify the Holder. This also means that the information relative to the Holder’s name must be detailed enough that the Operator or any third party can tell exactly which legal entity holds a DomainName.

- » 'Name Servers' – computers that provide specific translation information in the domain name system
- » 'Relinquishment' - deletion of the Domain Name by the Holder or deletion requested by a third party and approved by the Holder
- » 'ADR policy,' 'ADR procedure' - the policy and procedure of the Operator dispute resolution service that can be used by a third party when it disagrees with a Domain Name Registration.
- » 'Personal Data' - any information about an identifiable living person (for example, the Holder name, address or phone number).
- » 'Special Status' - various special states a domain name may be in, such as suspended or 'frozen' More detailed information shall be available on the Site. Under such status, the Holder will remain listed as the person who has registered the domain name but the domain name itself will not work. It may also mean that other actions with the domain name are blocked.
- » "Registration Interfaces" authorised interface to register .CO.NL domain names accessible through an Accredited Registrar

## Article 2: The Operator service

**2.1** When registering a Domain Name, the Operator shall provide the Registrant (i) service to accept and process orders for Domain Names; and (ii) customer service (including domain name record support as well as billing and technical support) (Collectively "the Service").

Thanks to the Service, the Registrant will submit an application for a Domain Name to the Operator through an Accredited Registrar. Providing the Domain Name meets the technical and, from time to time, policy requirements, the Registration shall be performed by the Operator.

## Article 3: Eligibility Criteria, First come, first served and Premium Names

(i) Registration of a Domain Name is available to any capable individual, or legally recognized entity, from all over the world. In particular, a Domain Name can be validly registered without any specific link with the Netherlands.

(ii) As a general principle, Registration of a Domain Name for which several valid requests are received will be treated on the chronological order of registration (first come, first served) in which they are received by the Operator system.

(iii) The foregoing notwithstanding, some Domain Names may not be available for Registration, either at all times under decision from the Operator ("the Reserved Names") or to be freed at a later date and under specific conditions ("the Premium Names")

## Article 4: Nature of Domain Names and the register

A Domain Name is not an item of property and has no 'owner'. It is an entry on the Register reflected by the Operator's name servers, which the Operator provides in accordance with this Charter.

**4.1** The Holder should not rely on the registration or continued registration of the Domain Name until the Operator confirms that any application the Holder makes has completed and the Holder confirms that the correct name is recorded in the register for the Domain Name.

**4.2** Technically, a domain may only be comprised of digits (0–9), hyphens, the letters A–Z and the other letters. It can be composed by letters or digits only however it may not either begin or end with a hyphen. No distinction is made between upper and lower case. The minimum length of a domain is 2 (two) characters and its maximum length 63 (sixty three) characters.

## Article 5: Intellectual property

5.1 To facilitate the Registration process and allow Registrants to choose from a diverse offering in various countries, the Operator has accredited specific organizations which can provide domain name registration under CO.NL. Using the service of a .CO.NL Accredited Registrar, the Holder is bound by an agreement with the Accredited Registrar of its choice, as well as by this Charter.

The Accredited Registrar can choose its own level of pricing for the Domain Name and is free to provide complementary service. Dispositions of article “Fees and Payment” of this Agreement do apply, irrespective of the Registrant’s choice of an Accredited Registrar.

5.2 In principle, the Operator will not perform any customer support and the Holder should always contact his Accredited Registrar first with any request or question about his Domain Name or changes to it. In selected cases, the Operator might act but only if he is satisfied that the Holder Accredited Registrar cannot or will not.

5.3 The same Accredited Registrar with which the Holder made the registration shall also administer the domain on behalf of the Holder thereafter. Any communications that the Holder sends to the Operator on the basis of this Charter, including a possible notification of termination of the registration, shall be transmitted through this same Accredited Registrar.

## Article 6: Obligations of the Operator

6.1 The Operator shall make its best efforts to process the Registrant’s application to register or renew a Domain Name in the light of the applicable rules, the technical feasibility of the Registration, the functionality of the Operator at the time, and, inter alia, the rules set in force for the .NL Top Level Domain by SIDN (www.SIDN.NL). As such, the Registrant acknowledges and understands that the mere receipt and processing of his application shall not guarantee a successful registration or renewal of his Domain Name and specifically agree to refrain from any claim, abstain any litigation or otherwise against the Operator should the operation be unsuccessful at the time;

6.2 The Operator shall maintain overall ownership, control and responsibility for the Register;

6.3 Where applicable and feasible, the Operator shall make changes to the registration at the Holder request and provide the relevant information about the domain name system;

6.4 The Operator shall enter details about the domain name into his name servers.

6.5 No matter the purpose for which the Holder registers a Domain Name, he understands that, unless specifically addressed at a later stage, the Operator cannot provide complementary services to the Domain Name itself including but not limited to Web Hosting or e-mail forwarding.

6.6 The Operator shall publish the applicable procedures pursuant to the renewal of Domain Names, the recording a transfer, the surrender or change of Accredited Registrar for Domain Names.

6.7 The Operator reserves the right to either expand or reduce the scope of its services. If any such service expansion or reduction is realised, the Operator shall notify every Accredited Registrar which will notify the Domain Names’ Holders. Such notification shall be made via the website by posting a notification or by sending an email to the Accredited Registrars

## Article 7: The Holder obligations

The Holder has various duties set out generally in this Charter in addition of which he specifically acknowledges and agrees to comply with the following:

7.1 The Holder agrees that a proper communication on a regular basis between it and the Accredited Registrar he has elected is essential to the proper use (including passive use) of his Domain Name. Accordingly, the Holder must properly

consult and acknowledge any relevant information transmitted by the Operator through the Accredited Registrar or, if necessary by the Operator directly.

To this end, and to allow his Accredited Registrar to reach the Holder as well as properly manage his Domain Name or Names, the Holder agrees to provide his Accredited Registrar and the Operator as well with current and updated address information. Such information shall consist of the Holder's email address, postal address, valid phone number at which he can be reached from 9 a.m. to 9 p.m. GMT/UT, as well as an administrative contact number (if the Holder appoint any, see condition 6.2)

**7.2** Additionally, the Holder shall notify his Accredited Registrar in writing of any change in his legal status (particularly any change of address). Any failure on the Holder part to fulfil this reporting obligation could prevent the Operator from providing his Service in a proper and professional manner.

**7.3** The Holders agrees that all email the Operator may send to him will be deemed received and read, immediately upon error-free transmission of such email to the email address provided by the Holder.

**7.4** The Holder shall notify the Operator at once about any court or arbitration proceedings that involve his domain name

**7.5** The Holder shall notify his Accredited Registrar of the details of name servers for the domain name which he is allowed to use and which respond promptly and correctly about the domain name at all reasonable times.

**7.6** It shall be the Holder duty to ensure all the necessary technical conditions for the domain's connectivity, to carry out a whois query immediately after registration to check the data published at <http://domain.co.nl/whois/index.jsp> and to inform his Accredited Registrar immediately of any required corrections to the data as published as well as any subsequent modifications to it.

**7.7** If, following his Registration, the Holder does not create the necessary technical conditions for the Domain Name's connectivity within a period of 4 (four) weeks, this situation shall result in the immediate cancellation of the domain name.

**7.8** If, upon registering a Domain Name, the Holder abstains from linking such Name to a specific website or web page, the Operator shall be entitled to display a web page whose express purpose is to avoid a situation in which web surfers encounter an error 404 message. Such page may, at the Operator's discretion, offer various services such as a search engine and may contain advertising. The Holder shall be entitled to lodge a written objection by mailing an explanatory letter to the address indicated on the following URL: <http://domain.co.nl/en/contact>

## Article 8: Intellectual property

**8.1** The Holder understands and agrees that the Operator does not and will not at any time carry out any verification whatsoever as to whether the registration of the domain or the Holder use of the Domain Name infringes the rights of others.

**8.2** It is the Holder responsibility to perform all necessary anteriority checks and diligences to ensure his Registration is not infringing the rights of others. Specifically, the Holder shall be solely responsible for selecting the Domain Name, and shall bear sole responsibility for any infringements of, among others, personality rights, intellectual property rights, distinctive and pre-existing marks, commercial names, trade names or domain names, or any copyright or industrial property rights. Hence, it shall be the Holder sole responsibility to conduct any research regarding the antecedents of any distinguishing marks, trade names and the like before performing a registration request, and more generally to ensure that the Domain Name selected does not infringe any third party rights.

**8.3** Accordingly, the Holder agrees to hold the Operator harmless and to provide the Operator with any assistance he requires in mounting a legal defence as well as indemnifying the Operator for any loss or damage incurred by him as the result of any such claim of any cause, lawsuit or action against it that could linked, directly or otherwise, to such an

infringing registration.

**8.4** In view of the far-reaching scope of a registered Domain Name, it shall also fall to the Holder to take all steps necessary to protect his Domain Name and his utilisation efficaciously, particularly in regard to national and international laws, trademark protection and similar matters.

### Article 9: Security

The Holder shall help the Operator with his security checks, provides any identification or documentary evidence the Operator may reasonably ask for, and allows the Operator to keep copies of those documents for his files.

### Article 10: Representation by third parties and legitimacy

**10.1** Third parties, in particular the administrative contact, the billing contact and the technical contact are responsible for being empowered and authorised to act for the Holder. Otherwise the third party is liable to the Operator for all time and effort, costs, expenses and damages resulting from unauthorised action in accordance with article 7 of this Agreement. The Holder must accept responsibility for the actions and/or omissions of third parties he has indicated in his application and considers that he is liable for their action and behaviour.

**10.2** Accredited Registrars who use the Operator for Domain Names registration and administration on behalf of their customers under the .CO.NL Registrar Accreditation Agreement concluded with the Operator are not considered third parties within the meaning of this article, but as contracting partners of the Operator in respect of the relevant domain names.

### Article 11 : Fees and payment

**11.1** As consideration for the Service provided, the Registrant agrees to pay the Service fees set forth on the website of the Accredited Registrar he has elected at the time of Registration, or, if applicable, upon receipt of his related invoice. The term for the Service shall be for the period of time purchased by the Holder at the time of registration and allowed under the applicable registration policy for the given name (the "Initial Term"). Any renewal of the Service is subject to the then current Charter and payment of all applicable renewal fees shall be due prior to the end of the Initial Term.

**11.2** The Holder agrees to pay all value added, sales and other taxes (other than taxes based on the Accredited Registrar income) related to the Service. Failure to pay any fee or renewal fee in a timely manner shall, in the absence of extenuating circumstances, result in automatic termination of the registration and the Service.

### Article 12: Guarantee

The Holder acknowledges that his use of the Domain Name is his sole responsibility and that the Operator and/or its employees shall not be held liable or responsible for such use in any manner whatsoever.

In particular, the Holder expressly agrees to hold the Operator and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless against any third party action or compensation or indemnification claim asserted for any reason whatsoever arising from the content of the Holder's website, any registration or modification of a Domain Name, or the Holder use of any messaging service. Toward this end, the Holder shall assume the cost and expense of any damage or loss incurred by the Operator as the result of any court ruling.

### Article 13: Notification and declaration

#### 13.1 Wrongful Registration

The Holder shall refrain from using the Operator Service for any illicit purpose such as the fraudulent appropriation of

Names with a view to selling such names to the legitimate owner of a distinguishing mark or the corresponding Name. The Holder agrees that this type of activity could constitute an instance of improper Domain Name registration which would violate regulations pertaining to honest business practices and unfair competition. Pursuant to Article 10 of this Agreement, the Holder shall assume sole responsibility for the consequences of any improper activities, which are beyond the Operator control from all standpoints including technical.

### 13.2 Terms and conditions pertaining to the use of services in the information society

In using his Domain Name, the Holder shall abide by all applicable electronic commerce statutes, including explicitly the regulations therein pertaining to spamming, as well as European Community directives (irrespective of whether they have been transposed into national law) currently in force pertaining to electronic signatures, electronic commerce and protecting data privacy.

### 13.3 Compliance with laws and regulatory statutes currently in force

The Holder shall take all steps necessary to ensure that the Domain Name for which he has submitted a registration application does not violate any law or regulatory statute currently enforceable in Netherland or elsewhere pertaining to public order, public security and public decency. The Holder shall be solely responsible for any violations of such rules or laws.

In addition, the Holder or any third parties as defined in article 8 herein shall refrain from the use of any false identity and shall not attempt to defraud or deceive other persons through such use.

The Holder shall refrain from sending any email containing or suspected of containing viruses such as Trojan horses, worms, time bombs or any other computer program that could damage the computer operating system of any content recipient.

## Article 14: Personal data

Personal data pertaining to the Holders' applications will be stored in the Operator files and database. The Holder can exercise his right to access and correct such data by contacting the Operator at the address indicated at the beginning of this Charter. The Operator will store such data for any amount of time necessary to the efficient operation of the service. The Holder expressly authorizes the Operator, to process his personal data in order to conduct market research and promotional campaigns in connection with the Service. If the Holder does not wish to receive promotional material from the Operator, he can stipulates as such by sending an email to [info@domain.co.nl](mailto:info@domain.co.nl) or by sending a postal letter to the address indicated at <http://domain.co.nl/en/contact>

### 14.1 Removal of personal data

With the deletion or revocation of the Domain Name or the removal of the assignment of a contact person to a Domain Name, e.g. in the case of a change to the billing or technical contact, the personal data of the contact persons concerned are removed from the Whois service, provided that they are not entered in the database as holder or as contact person in connection with further Domain Names. The Operator, however, has the right and is legally obliged to store data relating to Domain Names in the database and in its activity journal for at least 10 (ten) years from the termination of the corresponding registration.

### 14.2 List service

The Operator is bound to publish the following data for each registered Domain Name on the internet:

- » designation of the registered Domain Name
- » the Holder full name;
- » the postal address of the Holder place of residence or business premises, stating the street name or a P.O. Box number, the town, the post code, the State or Province and the country;
- » if the Holder is a legal entity, a general or limited partnership, the names of the natural person(s) entrusted with their representation;
- » the applicable language for the contract concerning the registration of Domain Names;

- » name and postal address of the technical contact, stating the street name or a P.O. Box number, the town, the post code, the State or Province and the country.

The Operator has the right and is legally obliged to make direct access to the list service available to third parties. By default this is limited to a certain number of inquiries, and in the event of a proven need, in particular in the case of activities of a third party in connection with the registration and administration of Domain Names, the access limit can be increased. In that case the Operator will assign to the third party the obligation to take measures to prevent the abuse of data from the Whois service.

## Article 15: Domain Names Disputes

### 15.1 No judgment by the Operator

The Operator does not judge who may have a better right to a Domain Name, either on registration or in use of Domain Names. Nor does the Operator examine the content that is placed on websites.

### 15.2 Dispute resolution service

If the parties cannot agree on entitlement to a Domain Name or on the legitimacy of its use, an Alternative Dispute Resolution service is available to them, for which costs are payable ("ADR").

In Registering a Domain Name, the Holder agrees to be unequivocally bound by Decisions rendered under the ADR Rules .

### 15.3 Frozen Entry

The Operator shall place a Frozen Entry on the domain if a third party presents a credible case to show that he/she might have a right to the domain and declares that he/she has taken steps to enforce this right against one or more Holders. It shall be possible for a domain that has had a Frozen Entry placed on it to continue to be used by its Holder, but it shall not be possible for it to be transferred to anyone else.

## Article 16: Cancelling or altering the Domain Name

### 16.1 Deletion by relinquishment

The Holder may relinquish his Domain Name at any time. If a third party makes a request for deletion of a Domain Name, the Holder confirmation of this request is deemed to constitute his relinquishment.

With relinquishment, the Domain Name is deleted from the database and the zonefile. With the deletion, the Domain Name becomes available for re-registration after the Grace period as defined in article 15.3 hereof. The Domain Name is deleted as quickly as possible or at the designated time.

### 16.2 Deletion by revocation

The Operator may decide to revoke the registration of a Domain Name if presented with a court decision, or with a decision from a regulatory authority, or with an ADR Decision, or if a settlement concluded in or out of court by both parties is presented, according to which the Operator is directly instructed to revoke the Domain Name, without the Operator being a party to the corresponding proceedings, or which contains the Holder consent to revocation or by which his consent is replaced. The third party must submit a certificate of the enforceability of the decision.

The Operator can also revoke the registration of Domain Names if:

- » the Holder breaches the applicable law;
- » the Holder breaches this Charter and does not eliminate the breach within a period set herein;
- » the fees are not paid in accordance with article ' Fees and Payment' of this Charter;
- » the Holder breaches the duty to maintain data;
- » there is an evident risk that could make the Operator legally liable due to the registration and/or use of the Domain Name.
- » the Holder has died or has been deleted from the register of commerce as a result of bankruptcy or liquidation;

- » other important reasons such as international recommendations, standards or harmonisation require it.

With revocation, the Domain Name is deleted from the database and the zone file.

Following revocation, the Domain Name is made available for re-registration at the time designated in the decision or in the settlement between the parties or, if such a time is not specified, as quickly as possible.

### 16.3 Grace period

After the deletion of a Domain Name, the name is subject to a transition period of 45 (forty five) days during which registration of this Domain Name by a third party is not possible. In justified cases, the Operator may shorten the transition period.

During the transition period, the Operator may re-register the Domain Name for the previous Holder if the Holder revokes his relinquishment or if any outstanding payments have since been received. In addition, in exceptional circumstances, the Operator may again register the Domain Name to the previous holder in the transition period. The latter applies particularly in cases in which the Operator could be legally liable.

## Article 17: Modification to the Domain Name

It shall be possible for the Holder to transfer the administration of his Domain or Domains from one Accredited Registrar to another. Such transfer shall be made by the Holder or his legal representative submitting an appropriate application to the Operator through the Accredited Registrar who administers the Holder's Domain thereafter. The Holder shall also inform the Accredited Registrar who has administered the Domain heretofore.

## Article 18: Duration, renewal and transfer

Unless ended earlier under this Charter, the Operator will enter the Holder's Domain Name on the register for one year. If the Operator receives through an Accredited Registrar the Holder renewal request and fee in the standard format by the deadline set, and in line with the conditions of the Charter generally, the registration of the Domain Name will be renewed for a period of one year. The specific procedure which applies to renewals is set out on the Operator website.

## Article 19: Limitation of liability

**19.1** The Operator shall not be responsible for the inadequacy of any service provided that the Registrant uses to achieve specific aims. Prior to placing an order for the Service, it shall be the Registrant personal responsibility to ensure that such services are adequate for his purposes by reading the description of the Service, which is available from the Website and/or from the Accredited Registrar Website. By registering a Domain Name the Holder accepts the present Charter. Therefore the Holder acknowledges that he is sufficiently familiar with the content, context and scope of the Service.

**19.2** Under no circumstances the Operator shall be liable for any direct, indirect, special, incidental, consequential or exemplary damages of any kind whatsoever that result from any loss of use, lost data or lost profits arising from or associated with the use or functionality of the Website or the inability to use said website, or arising from the supply or failure to supply services, or any cost or damage resulting from any information, software, product, service or graphic element associated with or obtained from the Website or resulting from the use of such website, irrespective of whether such liability is contractual or non-contractual. Any loss of data within the meaning of this Article 18.2 arising from any circumstance whatsoever shall constitute an indirect loss.

**19.3** The Operator shall not be responsible for any technical inaccuracy or typing errors pertaining to the information on the Website, which shall be subject to periodic modification. Hence, the Operator shall reserve the right to optimise and/or modify the website at any time. The Operator shall not be responsible for any malfunction, service interruption or error that occurs in any electronically published element during a modification period. The Registrant is solely responsible for selecting and registering Domain Names.

**19.4** The Operator shall not be responsible for the loss of any document required to register a Domain Name. In this regard, the Registrant is advised that he should only send copies of documents that are certified or that have no value.

### Article 20: Applicable law and Jurisdiction

**20.1** Any order, acceptance or contract arising there from, shall be governed by the laws of Luxembourg.

**20.2** Any dispute relating to this Agreement or the interpretation or performance thereof that cannot be resolved amicably shall be subject to the sole jurisdiction of the courts of Luxembourg.