



Terms and Conditions

Article 1. Company Details

These Terms and Conditions apply to all services provided by:

EUDNS B.V.

Pieterstraat 6,

2513 BX Den Haag,

The Netherlands

KVK: 72427485

BTW: NL859106366B01

Email: info@eudnsbv.com

Article 2. General

2.1. These general terms apply to every agreement between EUDNS B.V. (hereafter: "Contractor") and the client.

2.2. Any deviation is only valid if agreed upon in writing or by email.

2.3. These terms also apply when the Contractor engages third parties for service delivery.

2.4. Any terms or conditions provided by the client are expressly rejected unless accepted in writing.

2.5. If any provision is found to be invalid, the remaining provisions remain in full force. In such case, Contractor and client will agree on a replacement provision that reflects the original purpose as closely as possible.

Article 3. Offers and Quotations

3.1. All offers and quotations are non-binding unless stated otherwise.

3.2. Offers are not automatically valid for future agreements.

3.3. Apparent errors or mistakes in offers, quotations, or online content do not bind the Contractor.

Article 4. Formation of the Agreement

4.1. The agreement is formed when the client accepts the Contractor's offer verbally, by email, or in writing.

4.2. Once the agreement is confirmed, cancellation is not possible.

Article 5. Execution of the Agreement

- 5.1. The Contractor facilitates domain name registration in the name of the client, who becomes the legal holder.
- 5.2. The Contractor acts solely as an intermediary and is not liable for the operations or decisions of the registering authority.
- 5.3. Registration is subject to the terms and conditions of the relevant registry. Domain availability is indicative only.
- 5.4. The Contractor is not liable if a domain becomes unavailable during the ordering process.
- 5.5. The Contractor may forward the domain to an existing client website.
- 5.6. Web hosting services are not included.
- 5.7. Confirmation of successful registration and forwarding will be sent via email.

Article 6. Delivery Times

- 6.1. Any mentioned delivery times are indicative, not strict deadlines.
- 6.2. In the event of delay due to force majeure (see Article 15), timelines will be extended accordingly.
- 6.3. Delays do not entitle the client to damages unless due to intentional misconduct or gross negligence.

Article 7. Client Obligations

- 7.1. The client must provide all requested information on time and ensure its accuracy.
- 7.2. The client must avoid any action that may hinder proper service delivery.
- 7.3. The client assumes full responsibility for the use of the registered domain name.
- 7.4. The client must comply with the terms and rules of the registry.
- 7.5. Hosting is the responsibility of the client.
- 7.6. The client guarantees that the domain does not infringe upon any third-party rights.
- 7.7. The client indemnifies the Contractor from third-party claims arising from use of the domain.
- 7.8. Address or contact changes must be communicated in writing or via email.
- 7.9. If the client fails to fulfill obligations, the client is liable for any resulting damages.

Article 8. Prices and Costs

- 8.1. Changes to the registration may incur additional charges.
 - 8.2. All prices are exclusive of VAT unless explicitly stated otherwise.
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Article 9. Invoicing and Payment

- 9.1. Invoicing occurs following the domain registration and is sent via email.
 - 9.2. Payments are due within 14 days of the invoice date.
 - 9.3. In case of late payment, administrative costs of €25 and statutory interest will be charged. After default, collection costs of 15% of the principal (minimum €100) apply.
 - 9.4. Payments are applied to costs and interest first, then to the oldest outstanding invoice.
 - 9.5. In case of insolvency, liquidation, or seizure, all amounts due become immediately payable.
 - 9.6. Continued non-payment may result in domain cancellation or transfer of the domain to the Contractor.
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Article 10. Duration

- 10.1. Domain registration is valid for one year. Renewal occurs only after timely payment of the renewal invoice. Non-payment is deemed as cancellation by the client.
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Article 11. Intellectual Property

- 11.1. The client indemnifies the Contractor against claims relating to intellectual property infringements.
 - 11.2. The Contractor does not conduct prior research into existing trademark or copyright conflicts.
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Article 12. Complaints and Limitation

- 12.1. Complaints must be submitted in writing and in detail within a reasonable period.
 - 12.2. The client must allow the Contractor the opportunity to investigate and, if applicable, correct the issue.
 - 12.3. If correction is not feasible, the Contractor's liability is limited per Article 14.
 - 12.4. Claims expire if not submitted within one year.
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Article 13. Suspension and Termination

- 13.1. The Contractor may suspend or dissolve the agreement if:
 - The client is likely to default;
 - The client is granted suspension of payments or declared bankrupt;
 - The client is under debt restructuring or ceases operations.
- 13.2. Upon termination, all outstanding amounts become immediately due.
- 13.3. The Contractor is not liable for any damages resulting from suspension or termination.

Article 14. Liability

- 14.1. The Contractor is not liable for force majeure events or the client's own conduct.
- 14.2. The Contractor is not responsible for consequences of incorrect or incomplete information provided by the client.
- 14.3. The Contractor is not liable for failures of third-party services.
- 14.4. No liability applies for loss or prior registration of a domain name.
- 14.5. No liability arises from unlawful use of the domain by the client.
- 14.6. The Contractor is never liable for indirect damages (e.g., loss of profits).
- 14.7. Liability is limited to insurance coverage; if none, to the invoice amount of the relevant assignment.

Article 15. Force Majeure

- 15.1. Force majeure includes, but is not limited to: war, civil unrest, fire, flooding, strikes, failures in public infrastructure or communication systems, and decisions by governmental authorities.
- 15.2. It also includes failure of suppliers or third parties essential to service delivery.

Article 16. Confidentiality and Data Protection

- 16.1. Both parties are obligated to keep confidential information private.
- 16.2. The client acknowledges that domain registration data may be published in public WHOIS directories.
- 16.3. The Contractor processes personal data in accordance with applicable data protection laws.
- 16.4. Personal data may be disclosed:
- With the client's consent;
 - In compliance with legal obligations;
 - To protect rights and property of the Contractor;
 - To prevent fraud or ensure security;
 - When necessary to perform the agreement.
- 16.5. Disclosure due to legal obligation does not result in Contractor liability.

Article 17. Governing Law and Jurisdiction

- 17.1. Dutch law applies to these terms and the agreements based on them.
- 17.2. All disputes shall be submitted exclusively to the competent court in The Netherlands.
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