metaregistrar
Domains made simple

When you subscribe to one or more services of Metaregistrar, then you agree to the terms and conditions listed below. These terms and conditions govern the business relationship between Metaregistrar and recipients of its services.

1 DEFINITIONS

1.1 **Account**: the login used by the customer to access the systems of Metaregistrar and the settings associated with this login.

1.2 **Data traffic**: digital information moving to and from the services that a customer uses at Metaregistrar (website, blog, email, etc)

1.3 **Domain name**: the address where a client's Website on the Internet can be found.

1.4 **E-mail Address** : address for exchanging electronic messages via the Internet.

1.5 **Customer**: the natural or legal entity that has made an agreement with Metaregistrar.

1.6 **Log-in procedure**: the procedure used by Metaregistrar in order to enable the customer to gain access to the systems of Metaregistrar.

1.7 **Netiquette**: the generally accepted rules of conduct on the Internet as defined in the Request for Comments (RFC) 1855 (ftp://ftp.ripe.net/rfc/rfc1855.txt) and future adaptations thereof.

1.8 **Registrar:** The legal entity registering domain names via Metaregistrar or directly via a Registry

1.9 **Registry:** The legal entity that is allowed to maintain and register top-level domain names on the internet

1.10 **Registrant:** The person or legal entity that uses a Registrar to register a domain name on the internet. The registrant is the legal owner of the domain name. Most registries do not allow registrants to register domain names directly.

1.11 **Admin Contact:** Also known as Admin-C, this is the administrative contact for a domain name, and legally allowed to make changes to the domain name ownership and registration

1.12 **Technical Contact:** Also know als Tech-C, this is the technical contact for a domain name, and legally allowed to make technical changes to the domain name. The Tech-C is not allowed to make administrative changes to a domain name

1.13 **Billing Contact:** This is the contact that pays for the domain name registration to the registry. In the majority of cases, the registrar is the Billing Contact for all domain names in its portfolio.

1.14 **Agreement**: the agreement between Metaregistrar and a customer on the basis of which Metaregistrar services are performed.

1.15 **Personal data**: any information concerning an identified or identifiable natural person.

1.16 **System**: computer and related equipment that Metaregistrar the customer access to the Internet.

1.17 **Metaregistrar Services**: services provided by Metaregistrar carried out for the benefit of Customers.

2 GENERAL

2.1 These general conditions apply to all legal relations between the customer and Metaregistrar, except for the agreements where Parties have expressly amended these conditions in writing.

2.2 All offers made by Metaregistrar shall be free of obligation unless the offer in writing explicitly indicates differently. Any general terms or purchasing conditions of the customer are explicitly rejected.

2.3 The agreement is established at the moment the customer agrees to the general terms and conditions and signs a contract. Metaregistrar is entitled to refuse a prospective customer.

2.4 Metaregistrar is at all times entitled to change the terms and conditions. Changes may also apply with regard to existing agreements. Changes will be effective one (1) month after

publication in the manner as referred to in article 3.2. If the customer does not agree with the changes, the customer has the right to terminate the agreement on the date on which the amended terms become effective, by way of derogation from art. 9.1, from the time the changes are made public until the changes become effective.

3 PRICES

3.1 The customer will pay a fee to Metaregistrar that is dependent on the delivered services. All prices are exclusive administration cost and any additional levies and/or duties, unless otherwise specified in the agreement or otherwise.

3.2 Metaregistrar is at all times entitled to change the amount of the fees and other costs. The changes shall be communicated to the customer no later than one (1) month before they take effect. If the customer does not agree with the changes, the customer has the right to terminate the agreement on the date on which the new pricing becomes effective, by way of derogation from art. 9.1, from the time the changes are made public until the changes become effective.

4 PAYMENT

4.1 Subscriptions to Metaregistrar services are paid for 12 months-regardless of the type of subscription. Paid amounts are non-refundable unless expressly stated elsewhere specified in these terms and conditions.

4.2 The fees payable are fulfilled via a bank debit, via iDeal or by means of a credit card payment. Payments must be credited to the bank account of Metaregistrar within 14 days after the invoice date.

4.3 If the customer does not pay within the period as stated in article 4.2, he is legally in breach and he will owe legal interest for the invoice amount without further notice or reminder. Metaregistrar reserves the right to add a reminder fee to each invoice. Metaregistrar reserves the right to transfer claims to a third party. All reasonable costs for extrajudicial actions are for the account and risk of the customer. Metaregistrar may also annul the agreement immediately to their own choice and remove or block the domain of the customer or close the Account closing/ free domain or account as a result of late payment.

4.4 In the case of possible refunds Metaregistrar reserves the right to deduct an amount that equals bank fees or similar charges relating to the reimbursement to the customer.

5 OBLIGATIONS OF METAREGISTRAR

5.1 Metaregistrar is committed as a good service provider to take care of:
• Proper and immediate domain name registrations
• Immediate processing of alterations to domain names and objects connected to domain names
• The provision of connection to the system laid down in the agreement to the customer for the Metaregistrar services
• To establish and maintain the connections that can be made through the system using the Internet;
• The security of (personal) data stored by Metaregistrar
• Metaregistrar cannot guarantee unimpeded access to the system and the Internet. Neither guarantees Metaregistrar that services can be used at all times

5.2 Metaregistrar is not liable for the operation of the telecommunications infrastructure and the associated third party peripherals or for non-fulfillment of obligations of third parties that Metaregistrar uses to perform the contract.

6 OBLIGATIONS OF THE CUSTOMER (TERMS OF USE)

6.1 Customer will behave in accordance with the behavior that can be expected from a responsible and careful internet user.

6.2 The customer shall inform Metaregistrar as soon as possible via his/her personal online support page in knowledge of changes in relevant data. These changes are automatically propagated to by Metaregistrar to the parties that govern the registrations of the concerning domain names .

6.3 The customer is liable for all uses (also that by any third parties) that are created through his Account of the Metaregistrar Services.

6.4 Customer refrains to hinder other customers or Internet users or cause damage to the system. It is prohibited the customer processes or programs-whether or not to use via the System-which the customer knows or reasonably suspect that this will hinder or harm Metaregistrar, other customers or Internet users.

6.5 The customer is not permitted to use the system and the disk space for actions and/or conduct that is contrary to applicable legal provisions, the Netiquette, provisions in the relevant Request for Comments (RFC), the directives of the Advertising Code Commission, the agreement or these general conditions. This includes, but not exclusively, the following acts and behaviors:

- large quantities of unsolicited sending of email with the same content and/or large numbers of unsolicited in internet newsgroups posting a message with the same content (' spamming ');
- violate intellectual or industrial property rights (including database rights) of third parties;
- the disclosure or distribution of (child) pornography;
- sexual harassment or harassment of persons;
- the unauthorized intrusion of other computers or computer systems on the Internet ('hacking').

In case this article is violated, Metaregistrar reserves the right to inform the relevant authority and to pass customer details to that authority. Metaregistrar reserves the right to require payment for the work it has done to such information to the relevant authority.

6.6 The customer is not permitted to transfer his or her Account, or other contractual rights to third parties or to make them available to be used by third parties, unless expressly permitted in writing by Metaregistrar.

6.7 Metaregistrar is entitled to suspend connection to their systems immediately, without any compensation to the customer and without further notice to customer, suspend or further conditions to this connector, if and as long as the customer is acting (or suspected to be doing this) is contrary to the requirements of articles 6.1 to 6.5.

6.8 The customer indemnifies Metaregistrar against all claims of third parties in respect of damages or otherwise, in any way originated by customer's use of the Account, the system or the Internet, or by the failure of the customer to meet its obligations under the agreement or these general conditions.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 all rights of intellectual or industrial property (database rights included) on the Metaregistrar services and all developed materials such as documentation and tenders under the agreement, as well as preparatory material thereof, are owned exclusively by Metaregistrar or its licensors. The customer obtains only the usage rights and powers associated with these terms and conditions or otherwise expressly granted and the remainder he will the Metaregistrar services and/or all materials developed under the agreement do not reproduce or manufacture copies thereof.

7.2 the customer shall indemnify Metaregistrar against any legal claim which is based on the assertion that materials developed by Metaregistrar itself infringe an intellectual or industrial

property right applicable in Netherlands, under the condition that the customer informs Metaregistrar forthwith in writing about the existence and the content of the legal proceedings and the handling of the case, including the adoption of any settlements.

7.3   Customer will provide the necessary proxies, information and cooperation to Metaregistrar to defend against legal actions, if necessary in the name of the Customer.

7.4   This indemnification obligation shall lapse if and insofar as the relevant infringement related to changes that the customer has made himself or by in the materials by third parties.

7.5   If it is certain that materials developed by Metaregistrar itself infringe any right belonging to a third of intellectual or industrial property or if, in the opinion of Metaregistrar, a good chance exists that such a breach occurs, Metaregistrar will:

- make sure that the customer can continue to use other materials; or
- is entitled to terminate the agreement, crediting the fee paid by the customer as referred to in article 3 after deduction of reasonable usage fee.

7.6   Any other or more extensive liability or indemnification obligation of Metaregistrar for breach of rights of intellectual or industrial property of third parties is excluded, including liability and indemnification obligations of Metaregistrar for infringements that are caused by the use of the materials in a modified form, not Metaregistrar not in coherence with business or delivered or by Metaregistrar provided software or in a manner different from that for which the materials are developed or provided by Metaregistrar intended.

8   LIABILITY

8.1   The use the services of Metaregistrar is entirely at his/her own risk. Metaregistrar cannot be held responsible for the content, accuracy, legality, completeness, lawfullness etc. of the information the customer receives or transmits over the internet. Metaregistrar can therefore not be held liable for losses - direct or indirect,-immaterial desecration or other circumstances resulting from the use of information found on the internet.

8.2   Metaregistrar is in no way liable for damages that by the customer suffers by shortcomings of Metaregistrar in the implementation of the agreement. In particular, Metaregistrar shall not be liable for losses or other circumstances that may arise as a result of the non-availability of access to services or information on the internet, a defect in the security of stored data of the customer, acts of other customers or Internet users, changes in dial-up numbers, log-in procedure, Account and Email address, regardless of the reasons for this.

8.3   The customer shall indemnify all through Metaregistrar used registries of top-level domain names, partners and intermediaries between Metaregistrar of all liability relating direct or indirect damage, consequential damage, loss of profit, missed savings opportunities or resulting from the provision of the services, changes in legislation or the conditions of the registries or intermediaries . Also all the staff and owners of the above services or companies cannot be held liable for any damage resulting from the unavailability of services.

8.4   Liability of Metaregistrar for indirect damages, including consequential damage, loss of profit, missed savings and damage due to business stagnation, is excluded.

8.5   Metaregistrar does not accept liability for any loss of personal data, including the loss or damage of installed software, etc.

8.6   Metaregistrar does not accept liability for access that is acquired by unauthorized persons to the data or systems of the customer or damage as a result.

8.7   The customer is responsible for all costs relating to orders for services via the internet and the use of payment systems on the internet.

8.8   Upon termination/removal/deletion of a domain name the future activities of the domain no longer fall under the responsibility of Metaregistrar and Metaregistrar can also no longer be liable.

8.9   The customer who violates his obligations under the agreement or these general conditions is liable for all damage resulting therefrom for Metaregistrar.

9   DURATION and TERMINATION of the AGREEMENT

9.1   The Agreement becomes effective for the period laid down in the agreement. The agreement will be renewed silently with a same term, unless one of the parties cancels the agreement not later than one month before the end date of the agreement. Termination of the agreement is possible via e-mail of via the website of Metaregistrar, the notice period commences on the day on which Metaregistrar received confirmation of the termination. Once Metaregistrar receives a termination request, the customer is automatically informed of the receipt within eight (8) days displayed on the online support page of the customer. If the customer cannot see such a confirmation within eight days at his/her support page, it must send a new termination request.

9.2   If Metaregistrar chooses to terminate a specific type or special service, they will use a notice period of one (1) month. In such cases, prepaid amounts will be refunded for the time the agreement is not used.

9.3   Where Metaregistrar makes changes that depreciate Services significantly, the customer is entitled to cancel his/her service (s) with a notice period of one (1) month. The unused portion of prepaid amounts will be refunded.

9.4   Notwithstanding the provisions of article 9 paragraphs 6 and 7 to each of the parties the power to rescind the agreement only upon the other party, after a proper written notice of default as detailed as possible and where a reasonable time of the imputably in the performance of essential obligations under the agreement.

9.5   If the customer does not, not timely or not properly satisfy any obligation under the agreement or the general conditions, or if it is subject to serious doubt whether the customer is able to comply with his contractual obligations towards Metaregistrar, Metaregistrar is entitled, without prior notice or judicial intervention, either to suspend service (s) or to rescind the contract in whole or in part, this without any compensation. that Metaregistrar will be held and without prejudice to the other rights to which further to Metaregistrar.

9.6   Metaregistrar is entitled without further notice or judicial intervention to terminate the agreement with immediate effect and to discontinue the Metaregistrar Services if:

- the customer has passed false and/or incorrect personal data concerning him to Metaregistrar;
- the customer has entered into the Agreement under false pretenses;
- the customer is in breach of article 6.1 to 6.8;
- the customer is requested in respect of bankruptcy;
- the customer (whether or not provisional) suspension of payment is granted;
- the business of the customer shall be terminated otherwise than for the purposes of reconstruction or amalgamation of enterprises.

9.7   After termination or dissolution of the agreement the right to use the Services, as referred to in article 5 will immediately cease to exist and the connection to the system provided to the customer by Metaregistrar immediately be decommissioned. The customer shall immediately cease use of the system and of the Metaregistrar Services.

9.8   After termination or rescission of the contract by the customer Metaregistrar will retain data of websites, databases, mail systems for ninety (90) destroy, unless these personal data necessary for the settlement of the contract or where Metaregistrar is about this personal information otherwise entitled. Metaregistrar reserves the right to retain data as evidence for possible future claims and procedures.

10   METAREGISTRAR SERVICES

10.1   Metaregistrar provides commissioned by the Customer against payment of a fee the registration of domains in the institution and entrusted with the issue of domain names.

Domain names are registered under the proper name of the customer. Therefore, Metaregistrar acts only as an intermediary and accepts no liability. The customer should be aware that his contact data is published via the WHOIS service. Metaregistrar may in no case be held liable for loss suffered during registering the domain name.

10.2   The choice of the domain name is for the account and risk of the customer and Metaregistrar accepts no liability in respect of choice and use of the domain name. The customer is aware that the possibility exists that Metaregistrar is obliged through a court order laid down by the customer to remove, change or adapt a domain name. The customer is also aware that if Metaregistrar is sued or if there is the threat of a lawsuit in connection with a domain name of the customer, the customer can turn to Metaregistrar to harmless and safeguarded.

10.3   In case there are domains ordered incorrectly (typos, name errors or something similar) is the registration fee will not be refunded. Metaregistrar will however endeavor to correct the domain name as long as the registration has not yet taken place. Where Metaregistrar is responsible for sending an incorrect ordering a domain, this will offer registration expenses or registration with the correct domain name.

10.4   regarding domain registration, the Customer agrees that s/he provides: (1) recent, complete and accurate information of itself which is necessary for the registration process and (2) manages this information and to be complete and accurate. It is the sole responsibility of the customer to update information regarding address changes to propagate to Metaregistrar (via his personal online support page).

10.5   The client declares to completion and registration of the domain name registration Agreement that the statements in this application are the truth and that the domain name registration insofar as the customer is aware, not in conflict with, or violates the rights of third parties. The customer also declares that the domain name is not registered for one or more illegal purposes.

11   SPECIAL CONDITIONS for INDIVIDUAL DOMAIN EXTENSIONS

11.1

12   COMPLAINTS

12.1   Metaregistrar is committed to treat complaints regarding the Metaregistrar Services as well as possible and to improve the Metaregistrar Services. Metaregistrar is not obliged to answer complaints received personally.

12.2   Filing a complaint leaves the customer without prejudice to the other obligations.

13   MANAGEMENT of the SYSTEM

13.1   Metaregistrar is entitled to put the Services (temporarily) out of service without prior notice or to restrict its use to the extent reasonably necessary for maintenance or needed to carry out modifications to the systems of Metaregistrar or to make improvements of the system, without causing a right to damages of the customer towards Metaregistrar arises.

13.2   Metaregistrar is entitled at any time to make changes to the log-in procedure, the account and in the email addresses, without being entitled to any compensation of the customer towards Metaregistrar. Metaregistrar will notify the customer in such a case as soon as possible of the changes.

14   SECURITY AND PRIVACY

14.1   By entering into an agreement with Metaregistrar Customer gives consent to process his/her personal data to assist the implementation of the agreement and the Administration and the

management tasks of Metaregistrar. This personal data is only accessible for Metaregistrar and will not be disclosed to third parties, unless Metaregistrar is required to do this to under the law or a judicial decision.

14.2   Metaregistrar will refrain from inspection of (personal) email and/or files from customers and will not make them available to third parties, unless Metaregistrar is required to do so under the law or a judicial decision, or in the case the customer acts (or is suspected to act) is contrary to article 6.1 to 6.8 of these general conditions. *

14.3   Where Metaregistrar processes personal data for the benefit of the Customer, Metaregistrar will store of personal data within the meaning of the Dutch Data Protection Act (WBP). The customer will comply with all obligations that on him as the responsible within the meaning of the WBP for this data processing and indemnifies Metaregistrar against any action that is based on not complying with these obligations.

14.4   If by the customer transports personal data through the Metaregistrar Services to countries outside the European Union, Customer shall indemnify Metaregistrar against all legal claims of third parties that are based on the assertion that these personal data are carried out in contravention of the provisions of the WBP.

14.5   Metaregistrar will implement appropriate technical and organizational measures in order to protect personal data against loss or against any form of unlawful processing. These measures ensure an appropriate level of security in relation to the risks inherent in the processing and the nature of data to be protected, taking into account the State of the technical situation and the cost of implementation.

15   FORCE MAJEURE

15.1   Force majeure are all external causes which were not reasonably foreseeable and as a result of which Metaregistrar is not able to fulfill its obligations towards the Customer. This includes, but not exclusively, faults in the internet connection, breakdowns in telecommunications infrastructure and faults in networks as well as non-accountable shortcomings of third parties whose Metaregistrar themselves with the performance of the contract.

15.2   Metaregistrar has the right to invoke force majeure if the circumstance which prevents (further) fulfilment occurs after Metaregistrar should honour its commitment had.

15.3   During force majeure the delivery and other obligations of Metaregistrar are suspended. If the period during which force majeure by fulfilment of the obligations is not possible by Metaregistrar lasts longer than two (2) weeks, each of the parties is authorised to dissolve the agreement without judicial intervention, without the other party having any right to compensation.

16   OTHER

16.1   the subscriber to a Metaregistrar services must be 18 years or older, or obtain permission from parents and/or caregivers.

16.2   subscribing to a service of Metaregistrar is including automatic registration of the name, address and email address of the customer in the mailing list of Metaregistrar. Customers who do not wish to be registered in this way, can indicate this during the registration process.

16.3   Metaregistrar does not offer phone support. Questions regarding support are answered via e-mail within 24 hours. Questions regarding the sale and payment are also, if possible, answered within 24 hours on working days.

16.4   In connection with the sale or other transfer of all major parts of the operations or assets of Metaregistrar, the latter has the right to transfer subscription/customer subscriptions without notice to a third party, as well as the rights and obligations that Metaregistrar has as mentioned in the General conditions.

16.5   On each agreement and these general conditions only Dutch law applies. The judge in the arrondissement's Gravenhage has exclusive jurisdiction to hear disputes arising out of, or related to agreements, without prejudice to the right of parties to request a provision in interlocutory proceedings.

16.6   If one or more provisions of these general terms and conditions are void or voidable, let this shall not affect the validity of the remaining provisions. In case of invalidity of one or more provisions of these conditions parties will be bound by rules that correspond far as possible, that cannot be nullified.