

SUPPLEMENTARY TERMS & CONDITIONS
DOMAIN NAME ACQUISITION
12GROUP

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Chamber of Commerce (KvK) number: 86515047

Hereinafter referred to as: "12Group"

By purchasing or making a purchase request for a domain name from 12Group, you agree to these terms, in addition to 12Group's general terms and conditions.

Article 1 - Definitions

1. **12Group:** a company registered with the Dutch Chamber of Commerce under number 86515047, hereinafter referred to as "12Group".
2. **Buyer:** any natural or legal person who wishes to acquire a domain name from 12Group.
3. **Domain Name:** the specific internet name owned by 12Group that is the subject of the transaction.
4. **Agreement:** the binding purchase of a domain name between 12Group and the buyer, established through written confirmation, invoice, or digital communication.
5. **Written:** email, digital signature, invoice, or other electronic communication reasonably deemed to originate from the buyer or 12Group.

Article 2 - Applicability

1. These terms apply to all offers, negotiations, and sales of domain names by 12Group.
2. Deviating or additional terms from the buyer are not valid unless expressly confirmed in writing by 12Group.
3. By agreeing or making payment, the buyer fully accepts these terms.

Article 3 - Offers and Formation of Agreement

1. All domain name offers are non-binding, including price indications via brokers or platforms.
2. A purchase only becomes binding after 12Group provides written confirmation or issues an invoice.
3. Oral promises, negotiations, or expectations create no rights.
4. Once 12Group provides written confirmation of the purchase, the agreement cannot be cancelled.
5. Payment is final.

6. Domain names are unique digital goods; the right of withdrawal does not apply.

Article 4 - Price and Payment

1. The price of a domain name is exclusive of VAT, unless stated otherwise.
2. Payment must be made in advance or simultaneously with the transfer of the domain name.
3. In case of late payment, the buyer is automatically in default, and 12Group is entitled to:
 - a. postpone the transfer;
 - b. charge statutory commercial interest and collection costs;
 - c. terminate the agreement immediately.
4. Payment must be made exclusively via the channels indicated by 12Group.
5. All taxes, transfer fees, registration fees, or other mandatory charges are fully for the buyer's account.

Article 5 - Transfer

1. Domain names are only transferred after full payment and confirmation of ownership by 12Group.
2. 12Group determines the timing and method of transfer.
3. The buyer has no right to interim transfer or use of the domain name.
4. Any costs for transferring or relocating the domain name are the responsibility of the buyer.
5. The transfer concerns ownership of the domain name only.
6. 12Group is not responsible for hosting, email, or other services associated with the domain name.

Article 6 - Ownership and Intellectual Property

1. All domain names remain the full property of 12Group until full payment is received.
2. The buyer obtains only a non-transferable right of use after payment.
3. The buyer may not transfer, pledge, or sublicense domain names or rights without prior written consent from 12Group.

Article 7 - Liability

1. 12Group is not liable for any direct or indirect damage arising from the use of the domain name.
2. The buyer indemnifies 12Group against third-party claims regarding domain name use.
3. Any liability of 12Group is limited to the amount paid for the domain name.
4. 12Group provides no guarantees regarding search engine ranking, domain value, traffic, or reputation.
5. Domain names may contain a history of spam, blacklisting, or other limitations.

Article 8 - Force Majeure

1. 12Group is not liable for delays or non-performance due to force majeure, including but not limited to technical failures, cyber incidents, pandemics, or delays caused by third parties.

Article 9 - Disputes and Governing Law

1. These terms are governed exclusively by Dutch law.
2. Disputes are exclusively submitted to the competent court in the Netherlands, unless the parties agree in writing to mediation or arbitration.

Article 10 - Written Evidence

1. An invoice or written confirmation from 12Group also constitutes a binding agreement.
2. Digital communication, emails, or log files from 12Group are presumed accurate and complete; counter-evidence can only be provided in writing and must be substantiated by the buyer.

Article 11 - Indemnification and Liability in Domain Acquisition

1. The buyer acknowledges that an acquired domain name may involve risks and limitations, including but not limited to:
 - a. Listing on search engine blacklists;
 - b. History of spam or other negative reputation;
 - c. Existing or ongoing legal claims, including registered trademarks;
 - d. Other legal, technical, or commercial limitations.
2. By acquiring a domain name, the buyer agrees that 12Group is fully indemnified from all claims, damages, or losses arising from these risks, regardless of what was discussed during the sales process or via communication.
3. The buyer indemnifies 12Group against all third-party claims, including legal proceedings, costs, or compensation related to the acquired domain name.

Article 12 - Final Provisions

1. If any provision is null or voidable, the remaining provisions remain fully in force.
2. The buyer acknowledges that these terms are drafted for the benefit of 12Group and waives their own terms or conditions unless explicitly confirmed in writing by 12Group.