

SUPPLEMENTARY TERMS & CONDITIONS
DOMAIN NAME REGISTRATIONS
12GROUP

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Chamber of Commerce (KvK) number: 86515047

Hereinafter referred to as: "12Group"

By requesting, registering, managing, or renewing a domain name through 12Group, the client agrees to the following additional terms and conditions, in addition to the General Terms and Conditions of 12Group.

1. Definitions

In these additional terms, capitalized terms have the following meanings unless explicitly stated otherwise:

1. **12Group:** a company registered with the Dutch Chamber of Commerce under number 86515047, hereinafter referred to as "12Group".
2. **Client:** the natural or legal person who requests, registers, manages, or renews a domain name through 12Group.
3. **Domain Name:** an internet domain name registered or to be registered by the client, including all extensions, subdomains, and variants.
4. **Registrars:** parties that register, manage, and renew domain names on behalf of the registry.
5. **Registries:** official authorities or organizations that legally own domain extensions (e.g., .nl, .com, .eu) and manage domain registrations.
6. **Services:** all activities, tasks, registrations, transfers, management, and renewals of domain names performed by 12Group on behalf of the client.
7. **Force Majeure:** circumstances beyond 12Group's reasonable control, including but not limited to natural disasters, failures of registrars or registries, legal proceedings, government measures, cyberattacks, insolvency of third parties, and other external factors.
8. **Payment:** all financial obligations of the client regarding domain registrations, transfers, renewals, and other services provided by 12Group.
9. **Damage:** any form of loss or direct or indirect damage, including but not limited to lost profits, reputational damage, legal costs, or business interruption.
10. **Automatic Renewal:** the process by which a domain registration is automatically renewed and paid for according to the original registration period, unless timely cancelled.
11. **Registration Period:** the agreed period for which the domain name is initially registered.

12. **Contact Information:** all information necessary to contact the client, including email, phone number, and postal address.
13. **Logs and Metadata:** data and digital traces relating to the use or management of the domain name, owned by the client or registrar.
14. **Privacy Statement:** a declaration explaining how 12Group and registrars process the client's personal data.
15. **Domain Holder / Registrant:** the legal holder of the domain name, always the client, with all associated rights and obligations.

2. Applicability

1. These terms apply to all services of 12Group related to domain registrations, transfers, management, and renewals.
2. These terms form an integral part of 12Group's General Terms and Conditions. In case of conflict, these domain-specific terms take precedence.
3. By registering, managing, or renewing domain names via 12Group, the client explicitly agrees to these additional terms.
4. The client must maintain up-to-date contact information and agrees that communication via email or digital means is legally valid.
5. The client consents to the processing of personal data by 12Group and registrars in accordance with applicable privacy legislation.

3. Domain Registration and Ownership

1. Domain names are registered on behalf of the client with external registrars or authorized registries.
2. The client acknowledges that 12Group does not become the owner of the domain name, and legal ownership and control remain with the registrar/registry until full payment and compliance with registration terms are met.
3. The client is fully responsible for:
 - a. Use of the domain name, including content, applications, or third-party hosted activities.
 - b. Infringement of third-party rights, misleading, fraudulent, or illegal actions, phishing, spam, or other malicious activities.
4. The client indemnifies 12Group at all times against all claims, costs, and liabilities arising from domain name use, regardless of who performed the actions.
5. 12Group acts solely as an intermediary/agent; the registrant/domain holder is always the client.
6. All logs and metadata related to the domain name are owned by the client or registrar; 12Group has no substantive control over them.

4. Liability and Disclaimer

1. 12Group is not liable for:
 - a. Loss, suspension, blocking, or deletion of domain names by registrars, registries, governments, court proceedings, hacks, or force majeure.
 - b. Errors, delays, or incorrect registration by external registrars or suppliers.

- c. Costs, damage, revenue loss, reputational damage, or lost profits caused by loss or unavailability of domain names.
2. 12Group will make reasonable efforts to correct errors or improper actions by registrars but offers no guarantee of recovery or compensation.
3. The client acknowledges that use of external registrars carries inherent risks, and 12Group is not liable for failures, technical problems, hacks, or blocks at these third parties.

5. Payment and Invoicing

1. Domain registrations, transfers, or renewals require advance payment and are only executed after full payment is received.
2. Payment must be made within 14 days of invoice date unless otherwise agreed in writing. Shorter terms may be contractually agreed.
3. In case of late payment, 12Group has the right to suspend registration, renewal, or transfer without liability.
4. Invoices for automatic renewal may be sent up to one month before the end of the current period. The client remains obliged to pay unless timely cancelled in writing.
5. Payments for automatic renewal are processed according to the agreed payment method.

6. Termination and Automatic Renewal

1. Domain registrations are automatically renewed for the same period as the original registration, unless otherwise agreed in writing.
2. Cancellation must be submitted in writing at least one month before the end of the current term and confirmed by 12Group.
3. If not timely cancelled, payment obligations remain in full, and invoicing may occur automatically.
4. The minimum notice period may only be shortened by explicit written agreement.

7. Loss of Domain Names Due to External Factors

1. The client acknowledges that domain names may be lost due to legal disputes, insolvency, force majeure, or registrar errors.
2. 12Group may attempt recovery through the relevant registrar but provides no guarantees and is not liable for:
 - a. Loss of rights or access to the domain name.
 - b. Damage or costs resulting from such loss.
3. All risks from external factors remain entirely with the client.

8. Client Responsibilities and Indemnification

1. The client is fully responsible for:
 - a. Accurate registration details (name, address, contact info, email, phone).
 - b. Timely payment of registration and renewal fees.
 - c. Proper use of the domain name without infringing third-party rights.

2. The client fully indemnifies 12Group against all claims, costs, and damages from third parties arising from domain use or registration errors.
3. The client acknowledges that negligence, misuse, or malicious actions are entirely at their own risk.

9. Force Majeure and External Circumstances

1. 12Group is not liable for delays, loss, or unavailability of domain names due to:
 - a. Failures, hacks, or technical problems at registrars/registries.
 - b. Changes in laws/regulations, court rulings, insolvency of third parties, or other external factors.
2. Force majeure releases 12Group from all obligations without entitlement to compensation.

10. Suspension and Termination

1. 12Group has the right to suspend or terminate domain registrations in case of non-payment, misuse, or breach of these terms, without prior notice.
2. All costs, losses, or damages resulting from suspension remain entirely the client's responsibility.

11. Disputes and Governing Law

1. All legal relations regarding domain names are governed exclusively by Dutch law.
2. Disputes are exclusively submitted to the competent court in the Netherlands, unless parties agree in writing to mediation or binding arbitration.
3. The client acknowledges that 12Group is entitled to take legal action in cases of breach or misuse without incurring liability.

12. Integration with General Terms

1. These additional terms form an integral part of 12Group's General Terms and Conditions.
2. In case of conflict, these domain-specific terms prevail.
3. All provisions of the General Terms remain fully in effect, including limitations of liability, suspension rights, client cooperation obligations, and indemnifications.