

## The well-known Fine Print

Also known as General Terms and Conditions

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We strive to offer optimal service and be open and clear about it. We also cannot avoid having rules of the game, in short, below are our General Terms and Conditions.

## Take the trouble and read the terms and conditions

First of all. We advise you as a Visitor to this Website to read the General Terms and Conditions and our Privacy Policy if you are going to use our website and offered services. These Terms and Policy apply to them. By using the site, you agree to this. In this document you can read what these conditions entail.

## **Definitions used**

Below we explain what the term or description used in our General Terms and Conditions means.

## Administrator

Dovendi BV (Dovendi), located at H.J.E. Wenckebachweg 123, 1096 AM Amsterdam (Netherlands) and registered under Chamber of Commerce number 89369181.

Dovendi is the owner of the website dovendi.com to which these General Terms and Conditions apply.

As Administrator, we wear multiple hats: Contractor, Mediator, Principal, Broker, etc. In applicable cases, 'We, we and us' also refers to the Administrator.

Website

This concerns Dovendi's website, namely dovendi.com

Visitor | User

A person or representative of a legal entity who uses, consults the Website and explores the services.

Client

To be named as Acquirer, Buyer, Customer. In all cases, the person, organization, institution, who buys a domain name or purchases a service from Provider.



## Contractor

The Administrator can, in applicable cases, act as Contractor or Provider of services.

Mediator

The Contractor fulfills the role of Mediator between Provider and Client on assignment.

Broker | Broker

The Administrator always acts as Broker (Broker) between Provider and Visitor (potential Buyer, Acquirer). The Administrator is not the holder of domain names offered via the Website.

Party(ies)

General designation for involved individual or organization ('Party') and who may or may not have or enter into a certain relationship with each other ('Parties').

Provider

The Party that offers domain names for sale via the Website or contact form and/or discloses Services via the Website.

Service(s)

Everything outside of offering a domain name, such as and not limited to: Advice, Mediation, Valuation, etc.

Offer

The entirety of what can be purchased via the Website and contact form.

Asking price

This is the price the Holder asks for the relevant Domain Name.

Price guarantee

The Asking Price that the Holder communicates to us, we also call Price Guarantee and we can offer it for 7 days.

Transaction

A (purchase) agreement between Provider and Client that has been concluded via the Website and/or via a Mediator.



# Fee | Fee

The Administrator receives a Fee from the Provider upon conclusion of a Transaction.

#### Partner

A Party that offers knowledge and/or services via the Website and is recognizable as such on the Website. A Partner has a direct relationship with the Contractor. A Partner can also be a Provider.

## Third parties

All Parties that have a direct or indirect relationship with the Administrator, whose services fall outside the responsibility of the Administrator.

#### Domain name

In the context of offering a domain name via the Contractor's website, this concerns tradable domain names that are available for everyone to buy.

#### Holder

The person or organization that has registered the domain name. Also called 'Owner'.

## Registrar

The party that has registered/recorded the domain name on assignment. Not necessarily also the holder of the domain name.

## These are our Terms and Conditions

These General Terms and Conditions apply to all Services of Dovendi BV and the use of the Website. Furthermore, in the case of Transactions, the Provider's Terms and Conditions also apply, for which the Administrator bears no responsibility and/or liability.

Not that we are waiting for it, but we may unilaterally change the Terms and Conditions.

# This is how liability works

- As Administrator, we do everything we can to maintain the highest possible quality of the Offer, but we are not liable for the reliability of the services provided by the relevant Provider or Partner.
- Dovendi bears no responsibility for domain names that have been taken into management, for example in case of claims on trademark rights, (former) ownership, cybercrime, cybersquatting or whatever. In such cases, Dovendi will play the



mediating role.

• Dovendi is not liable for the availability of a domain name if transfer fails, for example in case of:

Failure to obtain a transfer code, bankruptcy of a Partner, previously sold and not moved, business dispute. In all such cases, Dovendi will credit the purchase.

 After the Transaction, the Client as Holder is solely responsible for the use and deployment of the Domain Name acquired from the Provider, as well as for any claims on the acquired Domain Name. It is not possible to revoke the Transaction on this basis.

## **About the services**

The Website offers a portal where a:

- Visitor: Can search for available domain names, purchase various Services and freely gather information.
- Provider: Can share knowledge, as well as offer services and domain names.

## **Prices mentioned**

- Prices on the Website or communicated in any other way are always exclusive of VAT unless otherwise stated or agreed in writing.
- We are alert to the quality of the information provided. However, we cannot guarantee with certainty that all price information is always correct and complete.
  Prices and other information on the Website and in other information sources originating from us are therefore subject to typing and programming errors.
- Dovendi has no influence on interim price changes, typing errors or other causes resulting in a different Asking Price than was issued for the 7-day Price Guarantee period.

## Reservation of a domain name

We are generally allowed to reserve a domain name for a maximum of 5 working days on behalf of the Holder(s) of the domain names. However, we can never guarantee that the name is still available at the time of processing the data provided by the Client.

## Failure to move domain name

When a domain name has been sold through Dovendi's mediation, a so-called owner change follows (by making a transfer code available) and the domain name must be moved to the buyer's account. If this does not happen, 2 reminders will follow. After that, Dovendi reserves the right to cancel the transaction. This means that the sales amount will be credited less administration costs and the ownership will revert to the old Holder.

# Right of withdrawal possible?



We mediate in and provide services. It is therefore not possible to invoke the legally established right of withdrawal. The moment you have accepted a proposal, you agree to direct delivery and your right to dissolve the transaction therefore lapses.

# What do we do with your data?

We process your personal data as stated in our Privacy Statement. You can find it on our website at the bottom of the footer.

# Also good to know

Dutch law applies to a concluded agreement. Unless otherwise prescribed by rules of mandatory law, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court.

If a provision of a Condition proves to be incorrect, invalid, void or unlawful, this does not affect the validity of the entire General Terms and Conditions. In such a case, the Parties involved will consult in good faith with the aim of establishing new provision(s) that replace the old ones, whereby the Parties strive to match the purport of the original provision as much as possible.

If you can't figure it out or if you have any questions or comments after reading these General Terms and Conditions, please feel free to contact us.