

## **REGISTRAR – DOMAIN OWNER AGREEMENT**

### **Additional Agreement to .SE's Terms and Conditions of Registration**

#### **PARTIES**

**NameISP AB** ("the Registrar") who is, or by May 31, 2009, at the latest will be, Accredited Registrar by the Swedish Foundation for Internet Infrastructure / Stiftelsen för Internetinfrastruktur (".SE"), and

**Registrera Domän / IkaSP Nätverkslösningar AB** ("the Reseller") who perform Registration Services under the Top-Level Domain .SE by means of the accredited .SE Registrar NameISP AB.

**You / the Company** ("You" or "the Domain Owner")

*If you are entering into this Agreement on behalf of a company or other legal entity, you hereby represent that you have the authority to bind such entity to the terms and conditions of this Agreement.*

#### **RECITALS**

The Swedish Foundation for Internet Infrastructure (.SE), who administrates the Domain Name Registry under the top-level domain .se, has introduced a new business model starting 2009. Previously, a holder of a Swedish Domain Name was a customer to .SE, using listed Registrars for the Registration Services and certain additional services. With the new business model, all Domain Owners will instead be direct customers of a .SE Accredited Registrar. A Registrar handles all of the Domain Owners Internet related services, possibly through one of his resellers. See clause 7 for a specific description of these Registration Services.

In order to become an Accredited Registrar, .SE has placed certain requirements. The Registrar must be a business enterprise and be registered for corporate taxation, F-tax certificate or an equivalent document (applies to Registrars based in other countries than Sweden).

Throughout the term of the Agreement, the Registrar shall maintain a liability insurance necessary for its activities as a Registrar covering the Registrar's undertakings in accordance with this Agreement, .SE's Terms and Conditions of Registration, as well as the Registrar – Registry Agreement.

The Registrar shall have the necessary technical and administrative resources, including personnel resources, to be able to carry out its undertakings and responsibilities as an Accredited Registrar. The Registrar shall have the technical competence required to execute the Registration Services using the technical user-web interface that .SE notifies from time to time.

At all times, at least one (1) of the Registrar's employees shall be certified by .SE. The Registrar is responsible for ensuring that this employee undergoes the training program arranged by .SE that is required in order to attain and maintain certification.

Registrars.se is a not-for-profit Association for Accredited Registrars under the Top-level Domain .SE. This Agreement is produced by Registrars.se to guarantee that the Agreement between the Registrar and the Domain Owner fulfils .SE's requirements as well as other obligations stipulated by law and practice. Members of Registrars.se are also bound by the Association's Ethical Principles.

WHEREAS, the Registrar hereby confirm that the entity is, or by May 31, 2009, at the latest will be, accredited by the .SE Registry;

WHEREAS, the Domain Owner wishes to consult the aforesaid Registrar for Registration Services under the Top-level Domain .se, possibly indirectly by consulting a Reseller of aforesaid Registrar;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

#### **1. DEFINITIONS**

In this Agreement, as well as in all communication between the Parties of this Agreement, the following terms and expressions shall have the following meanings, unless stated in the Agreement or in the Terms and Conditions of Registration:

”**ACE**” refers to ”ascii compatible encoding” – a method to use non-English characters, like åäö, in Domain Names.

”**ASCII**” refers to the American Standard Code for Information Interchange. More information is available at [www.iis.se](http://www.iis.se).

”**Authorization code**” refers to the password that, where applicable, is created for the registered Domain Name. More information is available at [www.iis.se](http://www.iis.se).

”**Deactivation**” means that the referral from a Domain Name to a particular IP number is disconnected. However, the actual registration of the Domain Name itself is not affected.

”**DNSSEC**” refers to DNS Security Extensions. This is an extension of the DNS system and is intended to improve security. DNSSEC is an additional service.

”**Domain Name**” refers to the prefix (name) that is to the left of the Top-level Domain or the Main Domain, separated from it with a dot (e.g. name.se or name.pp.se).

”**Domain Owner**” is the person or legal entity that is applying for registration of a Domain Name, or who owns a Domain Name, and in relation to whom .SE’s Terms and Conditions of Registration shall be applied.

”**IDN**” refers to the Internationalized Domain Name, directly translated to Swedish Internationalized Domain Name. More information is available at [www.iis.se](http://www.iis.se).

”**Main Domain**” refers to the Domain Name registered directly under the Top-level Domain .se.

”**Registrar**” is any Registrar accredited by .SE who provides Registration Services under the Top-level Domain .se.

”**Registrars.se**” is a not-for-profit Association for Accredited Registrars under the Top-level Domain .SE.

”**Registration Services**” refers to the following services that are offered to a Domain Owner: new registration, deregistration, renewal, assignment, updating of contact information, administration of name servers, change of Registrar, and - when applied - administration of .SE-DNSSEC.

”**Registry**” refers to the company or organization responsible for administration and operation of a Top-level domain. The Registry in Sweden is .SE.

”**Reseller**” refers to a business entity not directly not accredited by .SE who is able to indirectly perform Registration Services under the Top-Level Domain .SE by means of an accredited .SE Registrar.

”**.SE**” refers to the Swedish Foundation for Internet Infrastructure / Stiftelsen för Internetinfrastruktur.

”**Sub-Domain**” refers to a domain under the Main Domain, such as a trademark that has been registered under the Main Domain .tm.se.

”**Top-level Domain**” refers to the country code top-level domain .se.

”**Whois**” is the name of the function showing ”who is” the owner of a certain Domain Name.

## 2. TERMS AND CONDITIONS OF REGISTRATION

### 2.1

The Terms and Conditions of Registration, as provided by .SE from time to time, are valid for all Domain Names under the Top-level Domain .se, as long as the Domain Name is registered and independently of the contracting Registrar.

## 2.2

The Terms and Conditions of Registration is a binding contract between the Registrar, the Domain Owner and .SE, and have precedence over this Agreement and any other contractual terms and conditions between the Registrar and the Domain Owner.

## 2.3

The Terms and Conditions of Registration is a separate document that you – in your capacity as Domain Owner – must read and approve before this Agreement can become valid.

The current Terms and Conditions of Registration, as well as instructions for approval, can be found here: [http://www.iis.se/docs/allmanna\\_villkor\\_eng.pdf](http://www.iis.se/docs/allmanna_villkor_eng.pdf) ([http://www.iis.se/docs/allmanna\\_villkor.pdf](http://www.iis.se/docs/allmanna_villkor.pdf)).

## 2.4

The Registrar shall document that every Domain Owner has read and approved the Terms and Conditions of Registration, of which shall be applied by the Registrar as well as by the Domain Owner.

## 2.5

In case of conflicting versions of the Terms and Conditions of Registration, the version valid at the date of the performance of the Registration Service shall have the preferential right of interpretation.

### 3. DOCUMENTATION AND SECURITY

#### 3.1

The Registrar undertakes to keep a link to the Terms and Conditions of Registration available at the Registrar's web site, as well as document that the Domain Owner has read and approved the Terms and Conditions of Registration that apply at the time the Registration Service is performed.

#### 3.2.

The Registrar undertakes to document all procedures applied when Registration Services are performed, and to file, store and regularly make back-up copies of Agreements with Domain Owners, as well as other documents related to its Registration Services and electronic files relating to Registration Services, in a secure and orderly manner that provides an acceptable level of protection from the perspective of fire and security.

### 4. IDENTIFICATION OF THE DOMAIN OWNER

The Registrar undertakes to, before the performance of the Registration Service, check that the person or entity requiring a Registration Service is the same as the Domain Owner by requiring the use of a personal user name and password.

### 5. MANAGEMENT OF PERSONAL INFORMATION

#### 5.1

The Registrar undertakes to always act in a manner that conforms with .SE's policy regarding personal integrity and pay due consideration to the Domain Owner's personal integrity by only managing personal information in a manner that is consistent with the German Data Protection Act.

#### 5.2

The Registrar undertakes to take appropriate technical and organizational measures in order to protect the personal information in accordance with what is prescribed in the German Data Protection Act.

#### 5.3

The Registrar further undertakes to always act in accordance to the following **Personal Integrity Policy**:

5.3.1 The purpose of the collection and retention

The purpose of the Registrar's collection and retention of the Domain Owner's personal information is i) to assist .SE in its activities concerning the provision and operation of the Domain Name Register under the Top-level Domain .se, and ii) to fulfill the obligations to the Domain Owner in accordance with this Agreement, including to inform the Domain Owner about the Registrar's services and business activities related to the obligations of this Agreement.

#### 5.3.2 Consent

The Registrar is obligated to ensure that the Domain Owner has at all times consented to the collection and retention of the information in accordance with the then prevailing terms and conditions established by .SE and to immediately notify .SE if the Domain Owner rescinds the consent provided to .SE (or to the entity to whom .SE has appointed), the collection and retention of his or her personal information, including personal identification number, in the manner which is stated in the currently applicable "Terms and conditions relating to registration of .se domains".

The Registrar is further obligated to ensure that the Domain Owner has at all times consented to the collection and retention of the information in accordance with the Agreement.

#### 5.3.3. Personal information which may be collected and retained

The Registrar may only collect and retain information about the Domain Owner's name, personal identification number (or organization identity number), postal address, telephone number, fax number, and e-mail address, and in relevant cases the corresponding information for the contact persons or other contacts which the Domain Owner has provided.

The Registrar may also collect and retain other personal information if it is necessary in order to meet the obligations which the Registrar has according to this Agreement.

#### 5.3.4. Categories of individuals who are affected by the collection and retention of the personal Information

The collection and retention of personal information will only concern the Domain Owner and in relevant cases the contact persons or other contacts which the Domain Owner has provided who are natural persons.

#### 5.3.5. Permissible collection, retention and usage of personal information

The Registrar undertakes to keep the personal information which has been collected and retained confidential and to use it only in order to fulfill the assigned tasks which the Registrar has received from

.SE and the Domain Owner and in other respects in accordance with the instructions about the collection and retention of personal information which .SE provides. The Registrar will, unless .SE instruct the Registrar otherwise about the collection, retention and usage, only collect, retain and use the Domain Owner's personal information solely in the manner as stated below.

- (i) Collection and retention for the purpose of verifying the personal information which the Domain Owner has provided.
- (ii) Collection and retention of the Domain Owner's personal information in the Registrar's customer register for the purpose of assisting .SE in its activity concerning the provision and operation of the Domain Name Register under the Top-level Domain .se.
- (iii) Collection and retention of the Domain Owner's personal information for internal usage and administrative matters.
- (iv) Collection and retention of the Domain Owner's personal information in the Registrar's customer register for the purpose of informing the Domain Owner about the Registrar's services and business activities related to the obligations of this Agreement.

#### 5.4

The personal information which is collected and retained by the Registrar may only be disclosed to:

- (i) authorized personnel at .SE
- (ii) the individual to whom the collected and retained information refers to.

## 5.5

Personal information collected and retained by the Registrar may only be disclosed to countries outside of Germany in accordance with the provisions in the German Data Protection Act.

## 6. INFORMATION AND CUSTOMER SERVICE

### 6.1

The Registrar undertakes to provide at the Registrar's web site information about .SE, .SE's Terms and Conditions of Registration, as well as the Registrar's business activities including pricing, Registration Services and Personal Integrity Policy. The Registrar may offer different and lower prices to the Reseller than to end customers.

### 6.2

The Registrar undertakes to provide a Service Function for Resellers, allowing the Domain Owner to engage in dialogue with the Registrar by transmitting any requests and questions to the Reseller.

## 7. REGISTRATION SERVICES

The Registrar undertakes to offer the Domain Owner the Registrations Services mentioned and described in clauses 2.9 and 5 of the Terms and Conditions of Registration. These Services must be requested by the Domain Owner by contacting the Reseller, who shall pass it on to the Registrar. The Registration Services are as follows:

### 7.1

#### **New registration of Domain Names**

The Registrar undertakes, upon request from the Domain Owner, to make a new registration of a Domain Name under the top-level domain .se.

The Domain Owner undertakes, upon request from the Registrar, to provide the information and to observe the obligations described in clause 4 of the Terms and Conditions of Registration. The Registrar undertakes to ensure that the Domain Owner is given a possibility to check and approve the required information before the ordering of the Registration Service is complete. The Registrar shall verify that all required information is submitted. The Registrar further undertakes to document that the Domain Owner has approved the Terms and Conditions of Registration as well as this agreement.

After performance of the Registration Service, the Registrar undertakes to promptly, but no later than five (5) working days after receiving a decision from .SE, confirm the performed service to the Domain Owner.

Certain Domain Names are blocked by .SE, or reserved for authorized applicants. These Domain Names are shown on [www.iis.se](http://www.iis.se).

### 7.2

#### **Renewal of Domain Names**

The Registrar undertakes, upon request from the Domain Owner, to renew the registration period for the Domain Owner's Domain Name. When a Domain name has been registered for one year it has to be actively renewed in order to stay registered.

### 7.3

#### **Updating of contact information**

The Registrar undertakes, upon request from the Domain Owner, to update the required contact information relating to the Domain Owner. Before performing the updating, the Registrar shall verify that it is the Domain Owner that has requested the Registration Service.

After performance of the Registration Service, the Registrar undertakes to promptly, but no later than five (5) working days after receiving a confirmation from .SE, confirm the performed service to the Domain Owner.

### 7.4

#### **Administration of name servers**

The Registrar undertakes, upon request from the Domain Owner, to add, remove or change designated name servers for a Domain Name. If certain Domain Servers are given at the time of registration of a Domain Name, and in case the Registrar assist the Domain Owner with the change or addition of name servers, the Registrar undertakes to indicate at least two (2) name servers. If the name servers are administrated by the Registrar, the Registrar shall perform control and tests of the given name servers.

After performance of the Registration Service, the Registrar undertakes to promptly, but no later than five (5) working days after receiving a confirmation from .SE, confirm the performed service to the Domain Owner.

#### 7.5

##### **Deregistration of Domain Names**

The Registrar undertakes, upon request from the Domain Owner, to deregister the Domain Owner's Domain Name. A deregistration means that the registration of the Domain Name ceases after a sixty (60) day Deactivation period. After the deactivation period, the Domain Name will be placed on-hold, meaning a period between 5 and 25 calendar days when a deregistered Domain Name cannot be renewed or re-registered.

After performance of the Registration Service, the Registrar undertakes to promptly, but no later than five (5) working days after receiving a confirmation from .SE, confirm the performed service to the Domain Owner.

#### 7.6

##### **Assignment of Domain Names**

The Registrar undertakes, upon request from the surrendering Domain Owner, and on condition that the recipient Domain Owner has approved the Terms and Conditions of Registration and has provided the information specified in clause 4.1.1 of the Terms and Conditions of Registration, to perform the assignment of a Domain Name.

The Registrar shall obtain a written consent from the surrendering Domain Owner, to be signed by the domain Owner and faxed or mailed to the Registrar.

The recipient Domain Owner undertakes to approve i) the Terms and Conditions of Registration, as well as ii) the additional Agreement provided by the Registrar.

An Assignment of a Domain Name has no effect on the Renewal date of the Domain Name, the only specifications to be changed are the ones related to the Domain Owner. Assignment can only be performed by the surrendering Domain Owner's Registrar.

After performance of the Registration Service, the Registrar undertakes to promptly, but no later than five (5) working days after receiving a confirmation from .SE, confirm the performed service to the surrendering and the recipient Domain Owners.

#### 7.7

##### **Change of Registrar**

The Registrar undertakes, upon request from the Domain Owner, to assist with the transfer of the administration of the Domain Owner's Domain Name from one Registrar to another. The Domain Owner is thereafter customer to the new Registrar, who will be responsible for all administration of services.

The surrendering Registrar shall, upon request from the Domain Owner, ensure that a unique Authorization Code is created for the Domain Name that the Registrar administers on behalf of the Domain Owner. The surrendering Registrar shall promptly, but no later than five (5) working days after the request, provide the Domain Owner with the Authorization Code by way of the Reseller. A fee for change of Registrar may only be charged by a recipient Registrar, but not by the surrendering Registrar.

The recipient Registrar shall assert that the Domain Owner approves the Terms and Conditions of Registration in connection with the Change of Registrar, as well as inform the Domain Owner in cases

where the change affects the Domain Owner's .SE-DNSSEC.

After performance of the Registration Service, the recipient Registrar undertakes to promptly, but no later than five (5) working days after receiving a confirmation from .SE, confirm the performed service to the Domain Owner.

## **8. PRICES, PAYMENT TERMS AND RIGHT TO CANCELLATION**

### **8.1**

The Registrar's and/or Resellers retail prices can be found in the Order Form at the Registrar's and/or Resellers web site, in direct connection to the description of each Registration Service.

### **8.2**

The Registrar and/or the Reseller may, from time to time, make changes in the prices and payment terms, and shall inform the Domain Owner of such changes in advance in their newsletter.

### **8.3**

The Registrar request pre-payment for its Registration Services. All prices mentioned are including German VAT (19%) or the VAT applicable in the Resellers country.

### **8.4**

Domain Owners who are consumers do not have a right to cancel their order within 14 days from entering the Agreement for Registration Services as this right does not apply to the registration of domain names due to the registration of domain names being an individual service, custom made to the customer's order, and the customer agreeing that the service be performed immediately upon order.

## **9. ENFORCEMENT OF THE AGREEMENT**

This Agreement comes into effect on the date of the Domain Owners approval, but no sooner than the time when the Domain Owner is transferred from .SE's system to the Registrar's system according to the .SE's new Registry-Registrar model that is planned to come into effect on March 9, 2009 at the earliest or on May 31, 2009 at the latest (that is, the date within the said term to be decided by .SE).

## **10. ASSIGNMENT AND TERMINATION OF THE AGREEMENT**

### **10.1**

The Registrar is entitled, without the approval of the Domain Owner, to assign its rights and obligations according to the Terms and Conditions of Registration and to this Agreement to another Registrar.

### **10.2**

In case the Registrar's agreement with .SE is terminated, the Agreement with the Domain Owner will still be valid, however now with .SE as a temporary Registrar. Upon information from .SE, the Domain Owner shall select a new Registrar as soon as possible. If the Domain Owner fails to select a new Registrar within a period of three months, .SE Direkt will automatically become the normal Registrar. In such case, the Terms and Conditions of Registration will still apply, with the addition of .SE Direkt's Additional Agreement.

### **10.3**

The Registrar is entitled to have all contact with Domain Owners handled by a Reseller. The Reseller shall be responsible for compliance in all customer related topics of this agreement. All communications between Domain Owner and Registrar shall be handled by the Reseller. The Registrar is not required to provide direct support to Domain Owners.

## **11. DAMAGES**

### **11.1**

Assuming there is no intentional or gross negligence, the Registrar's liability for damages in relation to the Domain Owner shall be limited to direct losses, with a total amount not exceeding the amount charged for one yearly registration of one .SE domain by the Reseller.

#### 11.2

Under no circumstances is the Registrar liable to compensate for lack of profit, reduced sales, other loss of production or other indirect damage.

#### 11.3

The Domain Owner may only submit a claim according to the above if the Domain Owner has notified the Registrar of this no later than thirty (30) days after the Domain Owner became aware of, or should have become aware of, the basis for the claim.

#### 11.4

The Domain Owner is liable, without limitation regarding time or amount, to hold the Registrar harmless for all demands that are directed towards the Registrar as a result of the Domain Owners failing to perform his/hers/its responsibilities under this Agreement or the Terms and Conditions of Registration.

### **12. FORCE MAJEURE**

#### 12.1

If a party is prevented from fulfilling its undertakings according to this Agreement due to circumstances over which the party has no control, such as lightning strikes, labor conflicts, fires, expropriation or decisions of governmental authorities, or problems or delays in services from sub-suppliers due to a circumstance that has been stated here, this shall constitute grounds for freedom from liability and other possible consequences.

#### 12.2

If a party is significantly prevented from fulfilling its undertakings for a period longer than one (1) month due to circumstances stated above, either party may terminate the Agreement without liability to pay damages.

### **13. CHANGES IN THE TERMS AND CONDITIONS OF THE AGREEMENT**

#### 13.1

The Registrar has, with the exception of .SEs Terms and Conditions of Registration, the unilateral right to alter the terms and conditions in this Agreement from time to time.

#### 13.2

Should .SE make changes in the Terms and Conditions of Registration, the Registrar has the unilateral right to make the accordingly necessary alterations of the terms and conditions in this Agreement.

#### 13.3

The Registrar undertakes to notify the Domain Owner regarding every change as described above at least one (1) month prior to it coming into effect by informing the Reseller of said changes and requesting the Reseller notify the Domain Owner directly.

#### 13.4

In the event of the Domain Owner choosing not to accept the revised terms and conditions, the Domain Owner may terminate the Agreement as of the day the new terms and conditions come into effect.

### **14. COMMUNICATION**

#### 14.1

Communication from the Domain Owner to the Registrar, relating to this Agreement, shall be exclusively submitted in writing to the Reseller's Customer Service Function. Registrar is entitled to redirect any direct communication, including all communications relating to the rights of the Domain Owner from this agreement, from a Domain Owner to the Reseller.

#### 14.2

Communication from the Registrar to the Domain Owner, relating to this Agreement, shall be submitted in writing to the Reseller's Registrar Service Function, who shall pass it along to the postal

address and/or e-mail address most recently supplied by the Domain Owner.

14.3

Communication shall be considered to have reached the recipient inside Germany within three (5) working days of being sent. For recipients outside Germany, ten (10) calendar days apply from when it was sent.

## **15. DISPUTES**

15.1

Any dispute or conflict resulting from this Agreement shall be filed at the competent court in Gothenburg, Sweden.

15.2

Swedish law shall apply to this Agreement.

## **16. AGREEMENT LICENSE**

16.1

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