

GENERAL CONDITIONS OF NIC-SE FOR THE REGISTRATION OF .SE DOMAIN NAMES

I. REGISTRATION OF DOMAIN NAMES

1. Application requirements

- a) Application for registration under the top domain **.se** is open to all natural and legal persons that wish to register a domain name.
- b) Foreign legal persons without a permanent place of business in Sweden and natural persons who are not permanently resident in Sweden must state the name of a Contact Person who is permanently resident in Sweden and who may on behalf of the Holder accept delivery of notices, invoices, advices and be made liable to effect payment of fees in accordance with these conditions. If NIC-SE has despatched notice to the Contact Person, NIC-SE shall be deemed to have fulfilled its obligations to notify under these General Conditions.
- c) NIC-SE applies a "first come, first served" principle when allocating domain names, i.e. registration of domain names will be effected in the order in which applications are received by NIC-SE. Priority will not be given and domain names cannot be reserved.

2. Formulation of domain names

- a) Domain names under the top domain **.se** must only consist of the letters a - z, the digits 0 - 9 and hyphens. They must start and conclude with a letter or a digit, and must not consist exclusively of digits.
- b) Domain names must contain at least two characters, and must not contain more than 63 characters
- c) Domain names cannot be registered if they are identical with previously registered domain names under the same domain.
- d) Domain names cannot be registered if they relate to sub-domains of already registered domain names. Sub-domains of already registered domain names will be managed by whoever has been allocated the domain in question and not by NIC-SE. NIC-SE does however manage certain main domains, see Appendix 1.
- e) Certain domain names are reserved by NIC-SE and can therefore not be registered. These domain names are listed on NIC-SE's web site, www.nic-se.se/domaner/barred_domains.shtml

3. Registration

- a) If the requirements stipulated in Section I above are fulfilled, registration shall be effected in accordance with the application.
- b) The Holder shall through the Registrar through whom the application was made as soon as possible and not later than within 10 business days from NIC-SE's receipt of the application receive notification that registration has been effected or that there are obstacles to registration under these General Conditions
- c) The Holder will by registration acquire exclusivity during the agreement period as regards the registered domain name under the top domain **.se** Registered domain names may however be deregistered on the conditions stipulated in Section IV.

II. NIC-SE'S OBLIGATIONS

4. Registration and maintenance

NIC-SE undertakes after approval of an application to register the domain name under the top domain **.se** and to maintain the register of domain names, all in accordance with the terms and conditions set out in these General Conditions.

5. Assignment and deregistration

NIC-SE undertakes at the Holder's request to arrange assignment and deregistration of the Holder's domain name

6. Redelegation

NIC-SE undertakes to carry out Redelegation of domain names in accordance with the applicable redelegation routines, which are available on NIC-SE's web site, www.nic-se.se/english/dnschange.shtml.

III. HOLDER'S OBLIGATIONS

7. Responsibility for information

The Holder is responsible for the accuracy and completeness of all information provided in connection with the application. The Holder is obliged continuously and promptly to notify NIC-SE of changes in the information provided in connection with the application and of change of e-mail address as referred to in Clause 10.

8. Consent of contacts

Where the Holder in the application for registration of a domain name lists a Contact Person or other contacts that are natural persons, the Holder shall be obliged first to ensure that the person/persons have received information about and given consent pursuant to the Personal Data Act (personuppgiftslagen (1998:204)) to NIC-SE's processing of his or her personal data.

9. Checking selected domain names

NIC-SE will not check whether the domain name applied for constitutes infringement of trademark or trade name rights or other rights, or is otherwise in breach of laws, public regulations, public order or likely to cause offence. The Holder is consequently obliged to ensure that the selected domain name does not constitute infringement of the rights of others, or is otherwise in breach of laws, public regulations, public order or designed to cause offence.

10. Obligation to state e-mail address

The Holder shall state and maintain an e-mail address to which NIC-SE at any time may give notices directly to the Holder. This obligation applies also in instances where the Holder has named a Contact Person.

IV. CESSATION OF REGISTRATION ETC..

11. Deregistration because of breach of obligation

NIC-SE shall be entitled to deregister a domain name in the following circumstances:

1. If the Holder does not perform the obligations stipulated in Clauses 7 or 8.
2. If it is impossible to reach the Holder at the stated address or through the stated Contact Person, or if the Holder does not have a functioning e-mail address as referred to in Clause 10.
3. If the domain name is in manifest breach of Swedish law or other public regulations.

NIC-SE shall in case of breach as referred to in the first paragraph 1 or 2 first send the Holder a notice requesting that the breach be remedied. The notice to the Holder shall contain information about the breach that is to be remedied. If the breach has not been remedied within 14 days of despatch of the notice, NIC-SE shall be entitled to deactivate the domain name.

If a domain name is deactivated in accordance with the preceding paragraph, the Holder shall have an opportunity to reactivate the domain name by within 30 days of deactivation remedying the notified breach and paying a fee of SEK 625 inc. VAT (SEK 500 exc. VAT). NIC-SE shall, if this is not done, be entitled to deregister the domain name. Notice that deregistration may be effected shall be sent to the Holder in connection with the deactivation.

NIC-SE shall be entitled immediately to deactivate or deregister any domain name that is in manifest breach of Swedish law or other public regulation.

12. Deregistration on account of judgment

Deregistration or transfer of a domain name may be effected at the request of a person who submits a judgment where the time for appeal has expired or a decision with legal effect in Sweden, that states that deregistration or transfer shall take place. NIC-SE shall in such cases immediately effect deregistration or transfer.

13. Deregistration or transfer after alternative dispute resolution procedure

a) NIC-SE shall also be entitled to deregister or transfer a domain name after a decision to that effect in an alternative dispute resolution procedure. The procedural rules for "alternative dispute resolution procedures concerning domain names under the top domain **.se**" are available on a) www.iis.se A decisions after an alternative dispute resolution procedure shall be put into effect by NIC-SE after 14

days of NIC-SE being notified of the dispute resolution decision, unless the Holder shows that he or she has within this period initiated proceedings in a court of law concerning his or her right to the expression that constitutes the domain name.

b) In any alternative dispute resolution procedure, the adjudicator shall decide whether a domain name shall be deregistered or transferred to the party requesting the dispute resolution procedure.

If an alternative dispute resolution procedure has been instituted, the domain name shall not be assigned or transferred to another party in the period that the dispute resolution procedure is in progress or before the decision following the dispute resolution procedure becomes effective. If proceedings have been instituted in a court of law concerning the right to a trademark or trade name mark that constitutes a domain name, the domain name shall not be assigned or transferred to another party in the period that the court proceedings are in progress or before the time for appeal against a subsequent judgment has expired, provided that NIC-SE has been notified that such proceedings are pending.

c) Domain names may be deregistered or transferred to the party requesting the dispute resolution procedure if the domain name is identical with or may be mistaken for a trademark, trade name, family name, artist name (unless the name relates to someone who died a long time ago), or the title of another party's protected literary or artistic work, which has legal basis in Sweden and to which the party requesting dispute resolution can show a right, and

- the Holder does not have any **right to or justified interest** in the domain name and
- the domain name has been registered or used **in bad faith**.

d) A Holder shall be deemed to have a right to or justified interest in a domain name in particular if it is shown that

- use - or preparations for use - of the domain name has taken place in connection with the marketing of goods or services before dispute resolution was instituted,
- it is public knowledge that the domain relates to the Holder even if he has not acquired any exclusive right to the expression that constitutes the name or
- the domain name is not used for commercial purposes in order to mislead consumers or to harm the reputation of a distinctive mark or right.

e) A domain name shall be deemed registered or used in **bad faith** in particular if it is shown that

- the registration or use arose for the purpose of selling or assigning the domain name to the party requesting dispute resolution or to a competitor of the party requesting dispute resolution,
- the domain name was registered for the purpose of preventing the party requesting dispute resolution from using his or her distinctive mark or rights in a domain name or
- the domain name was registered for the purpose of preventing the party requesting dispute resolution from using his or her distinctive mark or rights in a domain name or

14. Deregistration at the Holder's own request and assignment of domain names

a) The Holder may in writing request deregistration of domain names on a form provided by NIC-SE.

b) When notice of assignment of a domain name to another party is given, the registered Holder's consent in writing must be submitted, whereupon NIC-SE will transfer the domain name to the new Holder. Consent and notice of assignment shall be given in writing on a form provided by NIC-SE. If assignment cannot be effected in accordance with the application, the original Holder shall remain.

V. LIABILITY, AGREEMENT PERIOD ETC

15. NIC-SE's liability in damages

NIC-SE's liability in damages shall, unless there is intent or gross negligence, be limited to direct loss up to a total amount of one Price Base Amount. Price Base Amount shall mean price base amount pursuant to the National Insurance Act (Ilagen (1962:381) om allmän försäkring).

NIC-SE shall in no case be obliged to pay compensation for loss of profit, reduced turnover, other loss of production or other indirect loss.

The Holder may claim in accordance with the above only if the Holder has notified NIC-SE thereof not later than 90 days after the Holder noticed or ought to have noticed the ground for the claim.

16. The Holder's liability

The Holder shall be liable without limitation as to time or amount to indemnify NIC-SE in respect of all claims raised against NIC-SE on account of Holder's breach of obligations under these General Conditions.

17. Force Majeure etc..

If a party is prevented from performing his obligations under these General Conditions because of a circumstance outside the party's control, such as lightning, industrial dispute, fire, seizure, regulations of authorities and faults or delays in services of sub-contractors because of such circumstance as referred to herein, this shall constitute ground for excuse that causes release from damages and any other sanctions. If a party's obligations are fundamentally prevented for a period exceeding one month because of such circumstance as referred to above, either party may without obligation to pay compensation withdraw from his/her obligations under these General Conditions.

If technical circumstances so require, NIC-SE shall be entitled to move all domain names under the top domain **.se** to a new main domain. Such technical circumstances shall be deemed to arise if the operational stability of the DNS system is threatened by the number of domain names. Such circumstance shall be deemed to constitute force majeure as referred to above and thus ground for release from damages and any other sanctions.

18. Agreement period

These General Conditions shall remain in force until further notice

These General Conditions shall terminate with immediate effect upon deregistration as referred to in Section IV.

19. Amendment of General Conditions

NIC-SE shall be entitled to amend the applicable terms and conditions. Amendments of terms and conditions shall come into force one month after publication of the amendment on NIC-SE's web site, www.nic-se.se. Amendments of conditions shall always be notified to the Holder by e-mail in connection with publication. If the Holder has not stated a functioning e-mail address, the Holder shall be responsible for keeping informed of amendments of terms and conditions.

20. Notices between the parties

Notices under these General Conditions shall be given by post, telefax or e-mail to such e-mail address(es) stated by the parties.

23. Disputes

Proceedings shall be instituted in the Stockholm District Court in respect of any disputes arising from these General Conditions..