I. INTRODUCTION

The Foundation for Internet Infrastructure (Stiftelsen för Internetinfrastruktur (SE), registration no. 802405-0190, Box 7399, 103 91 Stockholm, provides a service that includes the processing of applications for domain names, registration and the ongoing administration of domain names under the top level domain.se. The Registrar means new registration, assignment and transfer of domain names.

These General Conditions are applicable by .SE when providing the service, and also regarding matters relating to deregistration of domain names. Section VI makes provision for the deregistration of domain names.

II. REGISTRATION OF DOMAIN NAME

1. Preconditions for the application

a) An application for registration under the top level domain.se is open for all natural and legal persons who hold a personal identity or corporate registration number, or who can be identified through the result of registration in a record maintained by a public authority, or by an organization with functions comparable to that of a public protection (distance contracts and home sales) Act (Sw. Distans och hemhandelsgeset (2000:99)). The Holder’s consent to .SE starting to process the application during the ongoing cooling-off period means that the cooling-off right, according to the statute referred to in this paragraph is inapplicable.

b) The registration of new domain names is allocated by .SE on a 'first-come, first-served' basis, i.e domain names will be administered by the Holder. The Holder shall be deemed to be informed when confirmation of the transfer is received by the Holder.

2. FORMULATION OF THE DOMAIN NAME

a) A domain name under the top level domain.se may only contain ASCII-signs meaning the letters, a to z, the numbers 0 to 9 and hyphens. Domain names must start and conclude with a letter or a number, and must not consist exclusively of hyphens.

b) For technical reasons, it is not possible to register a domain name that begins with two alphanumeric letters followed by two hyphens.

c) An IDN-domain name must be recoded to ASCII symbols to enable its registration under the top level domain.se.

d) A domain name shall contain at least two characters, and may comprise a maximum of 63 characters.

e) A domain name cannot be newly registered if it is identical to a previously registered domain name under the top level domain.se.

f) Certain domain names are reserved/blocked by .SE and cannot, therefore, be registered. These domain names are listed on www.is.se. Some of the reserved domain names are reserved for qualified applicants and may, after special consideration, be registered.

3. SECOND LEVEL DOMAINS

The Holder may, in addition to registering directly under .se, as an alternative, register a domain name under a second-level domain that has a sufficient identification function, special requirements apply for registration under each individual category. SE has the right to deregister the domain name if such special requirements are not met.

The Holder can register a domain name in a second level domain under .se in accordance with the provisions contained in Appendix 1.

4. DOMAIN MANAGER

Domain Manager is a web interface which .SE provides to the Holder and which offers the Holder the possibility of administrating its domain name.

In conjunction with registration, the Holder is informed about how log-in information is obtained for the Domain Manager, or the party engaged by .SE to act on its behalf for purposes of administering the domain name.

It is the responsibility of the Holder to keep the log-in information and any other authentication methods confidential and the Holder itself is responsible for all actions taken in the Domain Manager. The Holder undertakes immediately to inform .SE if there is reason to believe that an unauthorised person has gotten to know the log-in information.

.SE takes upon itself no responsibility for measures taken in the Domain Manager.

5. REGISTRATION

a) If the preconditions referred to in these General Conditions are satisfied, registration shall be effected in accordance with the application.

b) In the case of new registration, the Holder shall, via the Registrar who effected the application was made, as soon as possible through no later than within 10 working days from when the application was received by .SE, receive notification that registration has been effected or that there is an impediment to registration according to these General Conditions. In the case of assignment, the time shall instead be computed from when a written consent from the Holder was received by .SE.

By registration the Holder acquires, for the term of the Contract, the exclusive right to use the registered domain name under the top level domain.se.

III. .SE’S OBLIGATIONS

6. REGISTRATION AND MAINTENANCE

..SE undertakes, after approval of an application, to effect new registration of domain names under the top level domain.se, and to maintain the domain name register, all in accordance with the conditions and rules prescribed by these General Conditions.

. SE also undertakes, upon the request of the Holder, to implement an assignment of the Holder’s domain name.

7. DEREGISTRATION

. SE undertakes, upon the request of the Holder to implement deregistration of the Holder’s domain name the manner set forth in clause 19 below.

8. NAME SERVERS

. SE undertakes, upon the request of the Holder, to change, exchange or remove the name servers. .SE is entitled to change, exchange or remove stated name servers if these create serious operational interferences for .SE.

IV. .SE’S OBLIGATIONS

9. RESPONSIBILITY FOR INFORMATION

The Holder is responsible for ensuring that all information required in the application in accordance with these General Conditions is provided in complete and correct form. The Holder is obliged to continuously and without delay notify .SE of any changes to the information provided in the application and also of changes to the e-mail address as referred to in Clause 12.

10. CONTACT PERSONS

The Holder may, in the application for registration of domain name or later via the Domain Manager, appoint a contact person who is authorized to deal with contacts with .SE on behalf of the Holder.

The Holder is responsible in relation to .SE for measures taken by the contact person.

The Holder can, at any time, deregister the contact person and the contact person himself/herself can deregister themselves via the Domain Manager. The contact person’s authority ends in conjunction with the registration being executed or when the Holder’s registration is withdrawn.

In the event that the Holder nominates a contact person, the Holder is first liable to ensure that the contact person/persons has/have received information about and in accordance with the Personal Data Act (1998:204) consented to .SE processing his/her personal data. (See further, Section V).

As regards the appointed contact person’s authority to receive information, notifications and messages in accordance with these general conditions, see clause 25.

11. CHECKING THE DOMAIN NAME

.SE will not check whether the domain name applied for constitutes an infringement of the right to a distinctive name or mark or a protection (distance contracts and home sales) Act (Sw. Distans och hemhandelsgeset (2000:99)) and without delay notify .SE if there is reason to believe that the domain name selected does not constitute an infringement of another right or in some other way violates a law, enactment, public order or is likely to cause offence.

Language and identification of the domain name are checked at the time of registration. The Holder is therefore responsible for ensuring that the domain name selected does not constitute an infringement of another right or in some other way violates a law, enactment, public order or is likely to cause offence.

Nor does .SE check that the ACE-coded domain name stated in the application corresponds with the domain name chosen by the Holder.

12. OBLIGATION TO STATE E-MAIL ADDRESS

The Holder shall state and maintain an e-mail address to which .SE may at any time give notices directly to the Holder.

The e-mail address stated in the first paragraph is used, amongst other things, for distribution of information about how log-in information is obtained for the Domain Manager. The e-mail address is called the Holder’s personal data and is entitled to exchange, change or remove stated name servers.

13. ANNUAL CHARGE

The Holder shall pay an annual fee to .SE to an account nominated by .SE. Current charge and changes to the fee are notified on www.is.se. The fee is paid annually in advance and shall be paid by the Holder no later than the due date stated on the payment advice issued by .SE. .SE has not received payment by the due date, .SE is entitled to charge penalty interest in accordance with the Interest Act (1975:653), reminder fees and, where applicable, costs for debt collection.

The annual charge will not be repaid in the event that these General Conditions are changed or cease to apply before the expiry of the charge year.

14. TECHNICAL RECOMMENDATIONS

The Holder is aware that .SE issues technical recommendations about how the domain name should be administered. These recommendations are available on .SE’s website, www.is.se.

V. PERSONAL INFORMATION (DATA)

15. PROCESSING OF PERSONAL INFORMATION (DATA)

By providing the required personal data when applying for registration of a domain name, Holders who are natural persons or operating as sole traders consent to .SE or the party engaged by .SE processing the Holder’s personal data, including his/her civil
2. SE’s liability for damages

SE’s liability in damages shall, unless there is intent or gross negligence, be limited to direct losses damages in an amount of the price base amount. The price base amount means the price base amount according to the National Insurance Act (1962:381).

SE shall not liable in any event to compensate lost profit, reduced sales, other production losses or other indirect damage.

The Holder can claim a sanction according to the above only if the Holder has given .SE notice thereof no later than 60 days after the Holder or ought to have noticed the grounds for the demand.

21. Liability of the Holder

The Holder is liable, without limitation regarding time or amount, to hold .SE harmless for all demands that are directed towards .SE as a result of the Holder failing to perform his/her responsibilities under these General Conditions.

22. Force Majeure, etc.

If a party is impeded from performing his/her obligations according to these General Conditions, both parties are excused from performance of such obligations, such as lighting, industrial dispute, fire, seizure, decision by an authority, and faults or delays in public utilities communication to circumstances referred to above, shall constitute good cause for the party demanding the performance of the respective party’s obligations to have a fundamental extent been impeded for a longer period than one month owing to a circumstance referred to above, either party is entitled to withdraw from its obligations under these General Conditions without an obligation to pay compensation.

In the event that technical circumstances so require, .SE is entitled to move domain names under the .SE domain name to the new level domain. Such technical circumstances shall be deemed to have been reached when the DNS system’s operating stability is threatened by the number of domain names. Such circumstance shall be deemed to constitute force majeure in accordance with the above, and thereby constitute grounds for release from damages and other possible sanctions.

23. Termination of the Contract

These General Conditions shall terminate with immediate effect in the event the application is not granted and also in the event of deregistration in accordance with Section VI. However, if an assignment or transfer of the domain name cannot be effected in accordance with the application, these General Conditions shall apply between .SE and the original Holder.

Upon transfer of a domain name in accordance with clauses 17 and 18, these general conditions cease to apply with immediate effect as regards the original Holder.

24. Validity of and amendment to General Conditions

These General Conditions apply indefinitely.

.SE is entitled to change applicable conditions. Changes in conditions take effect one month after the changes were published on www.iis.se, but are valid from publication for Holders which have been registered and/or published. Notice concerning amendment to the conditions will be sent to the Holder by e-mail in conjunction with publication. In the event that the Holder has not provided a functional e-mail address, the Holder is personally liable to keep himself/herself informed about amendments to the conditions.

25. Notifications between the parties

Communications or notices under these General Conditions shall be sent by post, telefax or e-mail.

Communications or notices that have been sent to the address, e-mail or telefax number provided in the Holder’s application or later by notice to .SE shall be deemed to have been received by the Holder.

A contact person appointed by the Holder is authorized to receive decisions and communications on behalf of the Holder, such communications referred to in this Clause.

26. Assignment
.SE may, without consent from the Holder, assign its rights and/or obligations under this General Conditions to a wholly-owned legal entity or to a legal entity of which .SE has controlling influence.

27. Disputes
Proceedings regarding any disputes arising as a result of these General Conditions shall be instituted at Stockholm City Court.

Swedish law shall apply to these General Conditions.

GLOSSARY

The following concepts and expressions shall in these general conditions have the meanings set out below, unless otherwise stated:

The expression top level domain shall mean ISO 3166-1 country code top level domain .se.

The expression second level domain shall mean a domain registered directly under the top level domain .se.

The expression sub-domain shall mean a domain under a second level domain, for example a trade mark that is registered under the second level domain .tm.se.

.se
.<Top level domain>
.a.se
.<Second level domain>.<Top level domain>
.iis.a.se
.<Sub-Domain>.<Second level domain>.<Top level domain>

The expressions domain or domain name shall in these General Conditions only mean the part (name) that is to the left of the top or second level domain, separated from this by a dot (e.g. NAME.se or NAME.pp.se).

IDN domain name shall in these general conditions mean a domain name which contains characters which are to be found in .SE's IDN information.

ACE coded domain name shall mean an IDN domain name which has been recoded to ASCII characters through ACE coding (ASCII Compatible Encoding).

When reference is made to .SE, this refers to the registry that registers domain names in Sweden.

Holder shall mean the applicant for registration of a domain name or the person who possesses a domain name and to whom these General Conditions apply.

Deactivation shall mean that the redirection from a domain name to a certain IP number is disconnected, so that access to the domain no longer is possible. The registration of the domain name as such is however not affected.

Registrar shall mean a person carrying on business who has entered into and maintains a registrar agreement with .SE and thereby holds the right to submit applications for registration of domain names to .SE. A List of Registrars is to be found on www.iis.se.
APPENDIX 1 to .SE’s General Conditions – Registration

Second level domains

In addition to registration directly under .se, the Holder may as an alternative register a domain name in a second level domain as set out below:

.country identification letter.se

Enterprises may be registered under the county-related second level domain (corresponding to the county identification letter) where the applicant has his domicile. It is a requirement for registration that the applicant is an enterprise with a corporation tax certificate [F-skattesedel]. See www.iis.se for a list of county identification letters.

.org.se

Non-profit associations [ideella föreningar] may be registered under the second level domain .org.se or under the county-related second level domain where the association has its domicile.

.pp.se

Private individuals may register under the second level domain .pp.se. It is a requirement for registration under .pp.se that the applicant is a natural person and has a Swedish personal identity number or a Swedish co-ordination number.

.tm.se

Trade marks may be registered under the second level domain tm.se. If certain of the letters or digits forming part of the trade mark are covered by an express disclaimer, those parts must also be included in the domain name.

For it to be possible to register a trade mark as a domain name, the trade mark must be protected in accordance with one of the following three alternatives:

National distinctive mark for goods or services that is registered with the Swedish Patent and Registration Office [Patent- och registreringsverket (PRV)] and where the time for appeal against the registration has expired,

International distinctive mark, protected under the so-called Madrid Protocol and registered after designation and where the registration has acquired legal effect in Sweden, or

Distinctive mark that by means of registration as a European Community trade mark (“EC Mark”) with the OHIM registration authority at Alicante, Spain, has legal effect in Sweden.

1 We have chosen to translate ”länsbokstav” but not the other main domain names in this Appendix, since ”länsbokstav” presumable is not the actual domain name, where the others are.

Only the entire verbal trade mark, as shown on the registration certificate, will be registered as a domain name under the second level domain .tm.se.

.parti.se

Political parties may be registered under the second level domain .parti.se.

.press.se

Periodical publications (magazines) may be registered under the second level domain .press.se. It is a requirement for registration under .press.se that the Swedish Patent and Registration Office [Patent- och registreringsverket (PRV)] has issued a certificate of publication [utgivningsbevis].