

SE's GENERAL CONDITIONS FOR REGISTRATION OF .SE DOMAIN NAMES

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Valid as from 12 February 2007

These general conditions can be supplemented from time to time with provisions in the service specific conditions.

I. INTRODUCTION

The Foundation for Internet Infrastructure (*Sw. 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 on-going administration of domain names under the top level domain **.se**. Registration means new registration, assignment and transfer of domain names.

These General Conditions are applied 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.

Application for new registration or assignment

The application for new registration or assignment of a domain name is made through any one of **.SE**'s Registrars. The Registrar will assist in the preparation of the application and will thereafter forward the application to **.SE**.

When applying for an assignment of a domain name, a written consent must also be submitted, signed by a registered Holder/authorized signatory for the registered Holder. The written consent must be made on a standard form designed by **.SE**.

An application for new registration/assignment is binding. When the application is correctly completed, the Registrar will, on behalf of **.SE**, send a confirmation of the application to the Holder. The Contract shall be deemed to be concluded when confirmation is received by the Holder.

By submitting an application as above, the Holder consents to **.SE** starting to process the application during the cooling-off period applicable to consumers according to the Consumer Protection (distance contracts and home sales) Act (*Sw. Distans och hemförsäljningslagen*) (2005:59). The Holder's consent to **.SE** starting to process the application during the on-going cooling-off period means that the cooling-off right, according to the statute referred to in this paragraph is inapplicable.

.SE charges a fee for each application for new registration/assignment. Current charge and changes to the fee will be notified on **.SE**'s website, <http://www.iis.se>.

Application for transfer

An application for transfer of a domain name must be made in accordance with the procedural rules for "alternative dispute resolutions proceedings for domain names under the top level domain **.se**" which are to be found on www.iis.se. The Contract shall be deemed to be concluded when confirmation of the transfer is received by the Holder.

II. REGISTRATION OF DOMAIN NAME

1. Preconditions for the application

- 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 proof of registration in a record maintained by a public authority, or by an organization with functions comparable to that of a public authority.
- The registration of new domain names is allocated by **.SE** on a 'first-come, first served' basis, i.e. domain names will be allocated in the order in which the applications are received by **.SE**. It is not possible to be given priority or to reserve domain names.

2. Formulation of the domain name

- A domain name under the top level domain **.se** may only comprise 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.

Combinations of digits structured as xxxxxx-xxxx which constitute or which may will constitute a Swedish personal identification number cannot be registered.

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

- An IDN-domain name must be recoded to ASCII symbols to enable its registration under the top level domain **.se**.
- A domain name shall contain at least two characters, and may comprise a maximum of 63 characters.
- A domain name cannot be newly registered if it is identical to a previously registered domain name under the top level domain **.se**.
- Sub-domain names of domain names that have already been registered will be administered by the party that allocates the domain in question and not by **.SE**. However, **.SE** will deal with certain second level domains, see Appendix 1.
- 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. As second level domains as such fulfill an identification function, special requirements apply for registration under each individual category. **.SE** 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.

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 made in the Domain Manager.

5. Registration

- If the preconditions referred to in these General Conditions are satisfied, registration shall be effected in accordance with the application.
- In the case of new registration, the Holder shall, via the Registrar through whom the application was made, as soon as possible though 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 in the manner set forth in clause 19 below.

8. Name servers

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

IV. HOLDER'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 person/s

The Holder may, in the application for registration of domain name or later via the Domain Manager, appoint a contact person/s who is/are 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 him/herself can deregister themselves via the Domain Manager. The contact person's authority ends in conjunction with the deregistration being executed in the Domain Manager.

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, on behalf of the Holder, notifications and/or messages in accordance with these general conditions, see clause 25.

11. Checking the domain name selected

.SE will not check whether the domain name applied for constitutes an infringement of the right to a distinctive mark or other right, or in another way violates a law, enactment, public order or is likely to cause offence. The Holder is therefore at all times liable to ensure that the domain name selected does not constitute an infringement of another's right or in some other way violate 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 for the Domain Manager is obtained. Information on the liability to state and maintain an e-mail address is to be found on www.iis.se.

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.iis.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**. If **.SE** has not received payment by the due date, **.SE** is entitled to charge penalty interest in accordance with the Interest Act (1975:635), 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.iis.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

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registration/identity number, in the manner stated below:

Checking of the personal data provided by the Holder.

Processing of the Holder's personal data through publication in the so-called Who-is database, which is open to the public via the internet on www.iis.se

Processing of the Holder's personal data in the customer registers kept by .SE, or the party engaged by .SE, for the purpose of being able to maintain and operate the register for domain name under the top level domain .se.

Processing of the Holder's personal data for internal use and administrative procedures.

The purpose of processing of the Holder's personal data is to enable .SE to provide and run the register for the domain name under the top level domain .se and also satisfy the obligations of .SE according to these General Conditions.

This data can also be jointly run with other registers for the above-mentioned purposes and in order to maintain good customer and register care.

The Holder is entitled to be informed about the personal data concerning him/her that is processed by .SE, and also if necessary request rectification of data. Such requests shall be presented in writing to .SE.

The Holder gives it consent to .SE to use the Holder's personal data, including his/her civil registration/identity number for marketing purposes. .SE may use the Holders personal data for all kind of marketing, for example circulars via e-mail or regular mail directly to the Holder. The personal data will not be sold to a third party for his marketing purposes.

VI. CESSATION OF REGISTRATION, ETC.

16. Deregistration owing to inadequate performance of obligations

.SE is entitled to deregister a domain name in the following circumstances:

1. If the Holder does not satisfy his/her obligations according to Clauses 9, 10 or 13.
2. If the Holder cannot be reached through the address provided, or if the Holder does not have a functional e-mail address according to Clause 12.
3. If the domain name obviously violates a Swedish law or enactment.

If there is any inadequacy according to the first paragraph 1 or 2, .SE shall first send notice to the Holder with a direction to rectify the inadequacy. The notice to the Holder should contain details of what inadequacy should be rectified. If the breach has not been remedied within 10 days of the date on which notification was sent, .SE is entitled to deactivate the domain name.

If a domain name is deactivated in accordance with the previous paragraph, the Holder is able to reactivate the domain name by making good the notified breach no later than 60 days from the date on which the domain name was deactivated. If the breach is an unpaid annual fee, payment must be received by .SE before the deactivation period has expired. If this is not done, .SE shall be entitled to deregister the domain name. Notices concerning deregistration may be sent to the Holder in conjunction with deactivation being effected.

.SE shall be entitled to immediately deactivate or deregister a domain name if it or its use manifestly violates a Swedish law or enactment.

17. Deregistration or transfer owing to judgment

Deregistration or transfer of a domain name may be effected at the request of an individual who represents a judgment or decision that has entered into final force and has legal effect in Sweden, by which it is indicated that deregistration or transfer shall take place. In these cases, .SE shall immediately effect deregistration or transfer.

18. Deregistration or transfer after alternative dispute resolution (ADR) proceedings

- a) .SE shall also be entitled to deregister or transfer a domain name following a decision to that effect within alternative dispute resolution (ADR) proceedings. The procedural rules for Alternative dispute resolution proceedings for domain names under the top level domain .se are available on www.iis.se.

A decision following ADR proceedings shall be implemented by .SE within 14 days of .SE being notified of the dispute resolution decision, unless the Holder shows that he/she had, within this time, instituted proceedings at the court against the party who had requested the ADR proceedings, concerning

- superior right to the domain name, or
- establishment of whether the right to the appellation that constitutes the domain name will endure or not as an exclusive right or whether a certain procedure infringes such a right or not, or
- prohibition for the party who had requested the ADR proceedings to use the appellation that constitutes the domain name .

- b) In the case of ADR proceedings, the dispute adjudicator may decide whether a domain name should be deregistered or whether it should be transferred to the party requesting the dispute resolution proceedings.

If ADR proceedings have been instituted, the domain name may not be assigned or transferred to anyone else during the period that the dispute resolution proceedings continue or before the decision following dispute resolution proceedings may be implemented.

If proceedings have been instituted at court concerning the deregistration or assignment of the domain name, the domain name may not be assigned or transferred to another during the time that the court proceedings are in progress or before a judgment has entered into final force, provided that .SE has become aware by notice that such proceedings are pending.

- c) A domain name may be deregistered or transferred to the party who requested the dispute resolution proceedings provided that the domain name is identical or confusable with

- a trademark,
 - a business brand,
 - a family name,
 - an artist's name (except where the name relates to someone who died a long time ago)
 - a title of another protected literary or artistic work,
 - a name protected through the Swedish law förordning om vissa officiella beteckningar (1976:100)
 - a geographical indication or designation protected through Council Regulation (EC) No 510/2006 on the protection of geographical indications and designations of origin for agricultural products and foodstuffs which has a legal basis in Sweden and to which the party requesting the dispute resolution can prove a right, and
- the Holder does not have any **right or justified interest** in the domain name, and
- the domain name is registered or used in **bad faith**.

- d) A Holder may be deemed to have a right or justified interest to a domain name, particularly if it is shown that

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

- e) In particular, a domain name may be deemed to have been registered or used in **bad faith** if it can be shown that

- the registration or use was established with the purpose of selling or assigning the domain name to the person who requested the dispute resolution or to a competitor of the party who requested the dispute resolution,
- the domain name is registered for the purpose of preventing a party who requested the dispute resolution being able to use his/her distinctive mark or his/her rights to a domain name, or
- the domain name is registered with the purpose of disrupting the business operations of a competitor.

19. Deregistration at the request of the Holder and assignment of domain name

- a) The Holder can request deregistration of the domain name in writing. In such cases .SE will deactivate the domain name. .SE will deregister the domain name on the date which falls 60 days after the date on which the domain name was deactivated.

- b) In the case of an assignment of the domain name, the domain name will be deregistered from the original Holder when the application for assignment

is granted. If the assignment cannot be effected in accordance with the application, the original Holder shall remain.

VII. LIABILITY, TERM OF CONTRACT, ETC.

20. .SE's liability for damages

.SE's liability in damages shall, unless there is intent or gross negligence, be limited to direct losses amounting in total to one price base amount. Price base amount means the price base amount according to the National Insurance Act (1962:381).

.SE shall not be 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 90 days after the Holder noticed 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, by circumstances that the party could not control, such as lightning, industrial dispute, fire, seizure, decision by an authority, and faults or delays in services from subcontractors owing to circumstances referred to above, this shall constitute good cause for release from damages and other possible sanctions. If performance of the respective party's obligations have to 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 top level domain .se to the new second level domain. Such technical circumstances shall be deemed to have arisen if 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 that an application is not granted and also in the event of deregistration in accordance with Section VI. However, if an assignment 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 after publication. 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 him/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, on behalf of the Holder, such communications and/or notices as referred to in this Clause.

26. Assignment

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.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:

*.county identification letter.se*¹

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-skattesebel*]. 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.

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*].

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Version 3.0.6

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.