

TERMS AND CONDITIONS OF REGISTRATION

Applicable for the top-level domain .SE from 9 March 2009

1 INTRODUCTION

- 1.1 Stiftelsen för Internetinfrastruktur / Foundation for Internet Infrastructure (802405-0190), Box 7399, 103 91 Stockholm is an independent public interest foundation that is responsible for the administration of the Domain Name Registry under the top-level domain .se, which is regulated in the provisions of the Swedish Top-level Domains Act (2006:24).
- 1.2 .SE has accredited Registrars who thereby are entitled to provide Registration Services for Domain Names and, upon request from the Domain Owner, register and administer Domain Names. A list of accredited Registrars is available at <http://www.iis.se>.
- 1.3 These Terms and Conditions of Registration apply for all Domain Names registered under the top-level domain .se, and shall apply between the Registrar, the Domain Owner and .SE. These Terms and Conditions of Registration take precedence over each Registrar's own terms and conditions in relation to the Domain Owner.

2 DEFINITIONS

In these Terms and Conditions of Registration, the following terms and expressions shall have the following meanings, unless stated otherwise:

- 2.1 **'ASCII'** refers to the American Standard Code for Information Interchange. More information is available at www.iis.se.
- 2.2 **'Authorisation code'** refers to the password that, where applicable, is created for the registered Domain Name. More information is available at www.iis.se.
- 2.3 **'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.

- 2.4 **‘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).
- 2.5 **‘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 these Terms and Conditions of Registration shall be applied.
- 2.6 **‘IDN’** refers to the Internationalised Domain Name, directly translated to Swedish Internationalised Domain Name. More information is available at www.iis.se.
- 2.7 **‘Main Domain’** refers to the Domain Name registered directly under the Top-level Domain .se.
- 2.8 **‘Registrar’** is any Registrar accredited by .SE who provides Registration Services under the Top-level Domain .se.
- 2.9 **‘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 administration of .SE-DNSSEC.
- 2.10 **‘SE’** refers to the Swedish Foundation for Internet Infrastructure / Stiftelsen för Internetinfrastruktur.
- 2.11 **‘Sub-Domain’** refers to a domain under the Main Domain, such as a trademark that has been registered under the Main Domain .tm.se.
- 2.12 **‘Top-level Domain’** refers to the country code top-level domain .se.
- 2.13 **‘Top-level Domains Act’** refers to the Swedish Top-level Domains Act (2006:24).

3 REGISTRATION OF DOMAIN NAMES

3.1 Conditions for application

- 3.1.1 Any natural person or legal entity with a personal identification number or corporate identity number, or that can be identified via a registration designation in a register maintained by a governmental authority, or by an organisation exercising state authority, may apply for registration of a Domain Name under the Top-Level Domain .se.

3.1.2 For new registration of Domain Names, a ‘first come, first served’ principle applies, i.e. Domain Names are allocated in the order in which the applications are entered in .SE’s register.

3.2 **Formulation of the Domain Name**

3.2.1 A Domain Name under the Top-level Domain .se may only comprise ASCII characters, i.e. the letters a–z, the numbers 0–9 and hyphens. The Domain Name must start and finish with a letter or a number, and may not consist entirely of hyphens.

Number combinations in the format xxxxxx-xxxx that comprise, or may comprise, a personal identity number cannot be registered.

For technical reasons, it is not possible to register Domain Names that start with two alphanumeric characters followed by two hyphens.

3.2.2 An IDN domain name must be re-encoded to ASCII characters before it can be registered under the Top-level Domain .se.

3.2.3 A Domain Name shall include at least two characters, and may contain a maximum of 63 characters.

3.2.4 A Domain Name cannot be registered as a new name if it is identical to a previously registered Domain Name under the Top-level Domain .se.

3.2.5 Sub-Domains of already registered Domain Names are administered by the Domain Owner of the Domain Name in question, in addition to those administered by .SE.

3.2.6 Certain Domain Names are blocked by .SE and cannot be registered. These Domain Names are shown on www.iis.se.

3.2.7 Certain Domain names are reserved for authorised applicants and can be registered after special assessment. These Domain Names are shown on www.iis.se

3.3 **Main Domains**

The Domain Owner, in addition to registration directly under the Top-level Domain .se, may alternatively register a Domain Name under the Main Domains shown below. As the Main Domain itself fulfils an identification function, special requirements are imposed for registration under each individual category. If these requirements are not fulfilled, .SE

is entitled to deregister the Domain Name. The Domain Owner may register a Domain Name in Main Domains under the Top-Level Domain .se according to what is stated below.

3.3.1.1 .county abbreviation.se

Business enterprises may be registered under the county-related Main Domain (corresponding to the county's abbreviation) in the county where the applicant has its head office. For registration, the applicant must run a business enterprise and must be registered for corporate taxation (i.e. the applicant has an F-tax certificate). See www.iis.se for the list of county abbreviations.

3.3.1.2 .org.se

Not-for-profit associations can be registered under the Main Domain .org.se or under the county-related Main Domain where the association has its head office.

3.3.1.3 .pp.se

Only private individuals can be registered under the Main Domain .pp.se. For registration under .pp.se, the Domain Owner must be a natural person with a Swedish personal identity number or a Swedish coordination number.

3.3.1.4 .tm.se

Trademarks can be registered under the Main Domain .tm.se. If certain letters or numbers are an explicit part of the trademark, these parts shall also be included in the Domain Name.

In order to register a trademark as a Domain Name, the trademark must be protected according to one of the following three alternatives:

- a) A national distinguishing feature for products or services that is registered at the Swedish Patent and Registration Office (PRV) and where the registration has come into effect;

- b) An international distinguishing feature that is protected in accordance with the Madrid Protocol and, after designation, has been registered, and the registration has come into effect in Sweden; or
- c) A distinguishing feature that, via registration as a Community Trademark ('European Union Trademark') at the Office of Harmonization for the Internal Market (OHIM) registration authorities in Alicante, Spain, has come into effect in Sweden.

Only the entire word that is the trademark, as stated on the registration document, is registered as Domain Name under the Main Domain .tm.se.

3.3.1.5 .parti.se

Political parties may be registered under the Main Domain .parti.se.

3.3.1.6 .press.se

Periodicals (magazines and journals) may be registered under Main Domain .press.se. Registration under .press.se requires an authorisation to publish issued by the Swedish Patent and Registration Office (PRV).

4 THE DOMAIN OWNER'S OBLIGATIONS

4.1 Responsibility for information

- 4.1.1 In the application, the Domain Owner is responsible for providing a complete company name and contact person or, if a private individual, the first and last name, the corporate identity number/personal identification number, VAT registration number (only for legal entities within the EU), address, city and postal code, telephone number, and e-mail address, and for ensuring that this information is correct.
- 4.1.2 The Domain Owner is obliged to continually and without delay inform the Registrar of any changes in the information given in the application, including change of e-mail address. The Registrar will then correct the information in .SE's register of Domain Names.

4.2 **Verification of the Domain Name selected**

- 4.2.1 The Domain Owner is obliged at all times to ensure that the Domain Name selected does not constitute an infringement of the rights of another party, nor in any other way constitute a violation of applicable statutes or public order, and is not intended to cause offence.

5 **DOMAIN OWNER'S RIGHTS TO REGISTRATION SERVICES**

5.1 **Registration Services**

The Registration Services are performed by the Registrar with whom the Domain Owner has entered into an agreement. If the Registrar's agreement with .SE has ceased, the Domain Owner shall select a new Registrar in accordance with clause 7 below.

The Registrar shall, upon request from the Domain Owner, provide the following Registration Services in accordance with the Registrar's applicable pricelist and other terms and conditions.

5.1.1 *New registration of Domain Name*

- 5.1.1.1 The Registrar has undertaken to, upon request from the applicant, enter new registrations of Domain Names under the Top-level Domain .se.

- 5.1.1.2 With a new registration, the Domain Owner shall promptly receive, no later than ten (10) working days from when the Registrar sent the application to .SE, notification from the Registrar about whether the new registration has been made or whether there are impediments according to these Terms and Conditions of Registration.

- 5.1.1.3 During the registration period, the Domain Owner holds the exclusive right to use the registered Domain Name under the Top-level Domain .se.

5.1.2 *Renewal of Domain Name*

The Registrar has undertaken to, upon request from the Domain Owner, renew the registration period for the Domain Owner's Domain Name.

5.1.3 *Updating of contact information*

The Registrar has undertaken to, upon request from the Domain Owner, ensure that the contact information for the Domain Owner is updated.

5.1.4 *Administration of name servers*

The Registrar has undertaken to, upon request from the Domain Owner, add, remove or change information about name servers. .SE reserves the right to change or remove the name servers provided for a Domain Name if .SE is of the view that the stated name servers cause, or may cause, serious operational disturbances for .SE.

5.1.5 *Deregistration of Domain Name*

The Registrar has undertaken to, upon request from the Domain Owner, deregister the Domain Owner's Domain Name.

5.1.6 *Assignment of Domain Name*

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

5.1.6.2 The Registrar shall promptly, and no later than five (5) working days from when the conditions in clause 5.1.6.1 have been fulfilled, assign the Domain Name to a new Domain Owner.

5.1.6.3 When a Domain Name is assigned, the new Domain Owner will replace the previous registered Domain Owner when the application for the assignment has been granted.

5.1.7 *Change of Registrar*

5.1.7.1 The Registrar has undertaken, upon request from the Domain Owner, assist with the transfer of the administration of the Domain Owner's Domain Name from one Registrar to another in accordance with this clause.

5.1.7.2 The surrendering Registrar shall, upon request from the Domain Owner, produce a unique Authorisation Code for the Domain Name that the Registrar administers on behalf of the Domain Owner.

- 5.1.7.3 The Domain Owner contacts the surrendering Registrar and requests the Authorisation Code for the relevant Domain Name that is affected by the change of Registrar. The surrendering Registrar shall promptly, but no later than five (5) working days after the request, provide the Domain Owner with the Authorisation Code. If the surrendering Registrar does not provide the Authorisation Code within five (5) working days, .SE is entitled to obtain and pass on the Authorisation Code to the Domain Owner. The surrendering Registrar is responsible for ensuring that the Authorisation Code is transferred to the Domain Owner in a secure manner, and the Registrar is always obliged to provide the Authorisation Code upon request from the Domain Owner.
- 5.1.7.5 The Domain Owner contacts the recipient Registrar and transfers the Authorisation Code according to the Registrar's procedures for this.
- 5.1.7.6 The recipient Registrar confirms the change of Registrar to the Domain Owner.
- 5.1.7.7 A fee for a change of Registrar may only be charged by the recipient Registrar.
- 5.1.7.8 The Domain Owner is aware that, when the Registrar is changed, the Domain Owner may have to pay a new fee for the Domain Name to the new Registrar.

5.1.8 .SE-DNSSEC

- 5.1.8.1 Registrars that provide .SE-DNSSEC shall, upon request from the Domain Owner, add, remove or change DS items provided.
- 5.1.8.2 .SE retains the right to change, remove or refrain from publishing DS items provided if .SE is of the view that these cause, or may cause, serious operational disruption to .SE.
- 5.1.8.3 .SE-DNSSEC is linked to a specific Domain Name and .SE-DNSSEC ceases to apply automatically if the Domain Name is deregistered.

5.2 Performance of the Registration Services

The Registrar shall, upon explicit request from the Domain Owner, perform the Registration Services, but only if the Domain Owner has approved the Terms and Conditions for Registration and the Domain Owner has provided the required information. However, the Registrar is entitled to refuse to perform the requested Registration Service if the Domain Owner has not paid the fee for this. (However, the

Registrar is never entitled to charge the Domain Owner a fee when the Domain Owner has requested to change Registrar.)

6 CESSATION OF REGISTRATION, ETC.

6.1 Deregistration due to undertakings not being fulfilled

6.2 .SE has the right to, according to the text below, Deactivate or deregister a Domain Name if the Domain Owner does not fulfil its undertakings in accordance with section 4.1.

6.2.1 In the event of any deficiency according to section 4.1, .SE shall send a notification to the Domain Owner with a request that the deficiency be rectified. The notification to the Domain Owner shall contain information about the deficiency that is to be remedied. If the deficiency has not been rectified within ten (10) working days from the date when the notification was sent, .SE has the right to Deactivate the Domain Name.

6.2.2 If a Domain Name is Deactivated in accordance with clause 6.2.1, the Domain Owner can reactivate the Domain Name by rectifying the deficiency of which it was notified within sixty (60) days from the date of Deactivation. If the Domain Owner does not rectify the deficiency of which it was notified, .SE has the right to deregister the Domain Name.

6.2.3 If the Domain Name, or the use thereof, clearly violates Swedish legislation or statutes, .SE has the right to immediately Deactivate or deregister it.

6.3 Deregistration on the grounds that the Domain Name has not been renewed

If the Domain Name is not renewed, .SE will deregister the Domain Name after sixty (60) days of Deactivation.

6.4 Deregistration or transfer after alternative dispute resolution proceedings

a) .SE is also entitled to deregister or to transfer a Domain Name after a decision in alternative dispute resolution proceedings.

The procedures for “Alternative dispute resolution proceedings relating to Domain Names under the Top-Level Domain .se” can be found at <http://www.iis.se>.

A decision from alternative dispute resolution proceedings will be implemented by .SE fourteen (14) days from when .SE has received a copy of the dispute resolution decision unless the Domain Owner, within this time period, shows that it has filed a lawsuit in a court concerning:

- (i) Greater rights to the Domain Name,
 - (ii) An establishment of whether the right to the designation that constitutes the Domain Name consists of, or does not consist of, an exclusive right, or whether a particular procedure constitutes an infringement of such a right or not, or
 - (iii) An injunction preventing the party that requested dispute resolution proceedings from using the designation that constitutes the Domain Name.
- b) In alternative dispute resolution proceedings, the dispute resolution body may decide that a Domain shall be deregistered or transferred to the party requesting the dispute resolution proceedings.

If alternative dispute resolution proceedings have been initiated, the Domain Name may not be deregistered, assigned or transferred to another party during the period of dispute resolution, or before the decision from the dispute resolution proceedings comes into effect.

If a lawsuit has been filed at a court regarding the deregistration or transfer of the Domain Name, the Domain Name may not be deregistered, assigned or transferred to another party during the period of judicial proceedings or before the judgment has come into effect, if .SE has notified that such proceedings are taking place.

- c) A Domain Name may be deregistered or transferred to the party requesting dispute resolution proceedings if the Domain Name is identical with, or likely to be confused with, a distinguishing product feature, a distinguishing business feature, a family name, an artist's name (if the name is not associated with someone who died a long time ago), a title of another party's copyrighted literary or artistic work, a name that is protected by the Regulation concerning Certain Official Designations (1976:100), a geographic designation or a designation of origin that is protected by the European Council's Regulation (EU) 510/2006, which is legally binding in

Sweden and to which the party requesting dispute resolution can prove its rights, and the Domain Owner has no rights to, or a legitimate interest in, the Domain Name, and the Domain Name has been registered or used in bad faith.

- d) A Domain Owner may be considered to have a right to, or have a legitimate interest in, the Domain Name particularly if it is shown that:
 - (i) The usage, or preparation for the usage, of the Domain Name occurred in connection with the marketing of products or services before dispute resolution proceedings were initiated,
 - (ii) The Domain Name is generally known to the Domain Owner even if the Domain Owner has not acquired any exclusive rights to the designation that constitutes the name, or
 - (iii) The Domain Name is not used for commercial purposes in order to mislead consumers or to damage the reputation of an distinguishing feature or a right.
- e) A Domain Name may be regarded as being registered or used in bad faith particularly if it can be shown that: the Domain Name was registered or used for the purpose of selling or assigning the Domain Name to the party requesting dispute resolution proceedings or to a competitor of the party requesting dispute resolution proceedings; the Domain Name was registered with the aim of preventing the party requesting dispute resolution proceedings from being able to use its distinguishing feature or its rights in a Domain Name; or the Domain Name was registered with the aim of disrupting the business activities of a competitor.

6.5 Deregistration or transfer due to a judicial judgement

A Domain Name shall be deregistered or transferred upon request from an individual who presents a final judgment or enforceable judicial decision in Sweden, showing that the Domain Name shall be deregistered or transferred. In such cases, .SE performs deregistration or transfer immediately.

7 PROCEDURES WHEN A REGISTRAR'S AGREEMENT CEASES

If the Registrar's agreement with .SE ceases, the following applies for the Domain Owner.

- 7.1 The Domain Owner accepts that .SE becomes the temporary Registrar for a period of three (3) months (the ‘Protective Period’) from the date when the Registrar’s agreement ceases.
- 7.2 The Domain Owner shall select a new Registrar during the Protective Period.
- 7.3 If the Domain Owner fails to select a new Registrar during the Protective Period, .SE’s registrar, .SE Direkt, automatically becomes the normal Registrar. As normal Registrar, .SE Direkt is entitled to charge fees according to the applicable price list, and .SE Direkt’s other terms and conditions will be applicable between the parties (see www.iis.se).

8 PERSONAL INFORMATION

8.1 Management of personal information

- 8.1.1 .SE has both a right and an obligation to manage personal information in accordance with the Top-level Domain Act.
- 8.1.2 By submitting the requested personal information with the application for registration of a Domain Name, the Domain Owner agrees, as a natural person or a natural person with a business enterprise, that .SE, or another party appointed by .SE, in addition to the personal information they are entitled to manage in accordance with the Top-level Domain Act, may manage the Domain Owner’s personal information, including Swedish personal identification number, in the manner stated below.
- (i) Verification of personal information that the Domain Owner has provided.
 - (ii) Management of the Domain Owner’s personal information via publication on the Internet.
 - (iii) Management of the Domain Owner’s personal information in the customer registers that .SE, or other party appointed by .SE, maintains in order to provide and operate the Domain Name Registry under the Top-Level Domain .se.
 - (iv) Management of the Domain Owner’s personal information for internal usage and administration.

- 8.1.3 The purpose of management of the Domain Owner's personal information is that .SE can provide and operate the Domain Name Registry under the Top-Level Domain .se and in order to fulfil those obligations that .SE has according to these Terms and Conditions of Registration and the Top-level Domain Act.
- 8.1.4 The information may also be coordinated with other registers for the above purposes and in order to maintain a high level of customer care and registry management.
- 8.1.5 In accordance with the Personal Data Act (1998:204), the Domain Owner is entitled to request details of its personal information that is managed by .SE and, when appropriate, to request correction of the information. Such a request must be submitted in writing to .SE.
- 8.1.6 The Domain Owner has the right to obtain information about the registered information once per year and without cost.

9 MISCELLANEOUS

9.1 The Registrar's right to assign the agreement

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

9.2 Validity and amendments to the Terms and Conditions of Registration

- 9.2.1 These Terms and Conditions of Registration apply until further notice, and .SE retains the right to amend the terms and conditions as stated below.
- 9.2.2 An amendment to the Terms and Conditions of Registration comes into effect one (1) month after the amendment has been published on .SE's website, www.iis.se, but also applies from that date for a Domain Owner that is registered after the amendment has been published.
- 9.2.3 The Registrar will notify Domain Owners of amendments to the Terms and Conditions of Registration via e-mail when the amendment is published. If the Domain Owner has not provided a functioning e-mail address, the Domain Owner is solely responsible for keeping informed about any amendments to the terms and conditions.

10 DAMAGES

- 10.1 Assuming there is no intentional or gross negligence, SE's liability for damages in relation to the Domain Owner shall be limited to direct losses, with a total amount not exceeding one (1) base amount in accordance with the Swedish Social Insurance Act (1962:381).
- 10.1.1 Under no circumstances is .SE is liable to compensate for lack of profit, reduced sales, other loss of production or other indirect damage.
- 10.1.2 A Domain Owner may only submit a claim according to the above if the Domain Owner has notified .SE of this no later than ninety (90) days after the Domain Owner became aware of, or should have become aware of, the basis for the claim.

11 COMMUNICATION

Communication relating to these Terms and Conditions of Registration shall be submitted in writing to the postal address and/or e-mail address most recently supplied by the party. Communication shall be considered to have reached the recipient inside Sweden within three (3) working days of being sent. For recipients outside Sweden, ten (10) calendar days apply from when it was sent.

12 DISPUTES

In the event of a dispute arising as a result of these Terms and Conditions of Registration, a lawsuit shall be filed at a general court of law. Swedish law shall be applied to these Terms and Conditions of Registration.