

**.SE DIREKT**  
**TERMS AND CONDITIONS FOR ADMINISTRATION OF DOMAIN NAMES**  
**APPLICABLE FROM MARCH 9, 2009**

**1 INTRODUCTION**

- 1.1 The Internet Infrastructure Foundation(802405-0190), Box 7399, SE-103 91 Stockholm (.SE) is an independent, public service foundation responsible for the administration of the Domain Name Registry under the top-level domain .se, which is governed by the Swedish Top-Level Domains Act (2006:24).
- 1.2 .SE Direkt is the entity at .SE that acts as Registrar subject to the provisions in the TERMS AND CONDITIONS OF REGISTRATION applicable to the Top-Level Domain .SE from March 9, 2009 (Terms and Conditions of Registration).

**2 TERMS AND CONDITIONS OF REGISTRATION**

- 2.1 In addition to this agreement, the Terms and Conditions of Registration ([www.iis.se/docs/Terms\\_and\\_Conditions\\_of\\_Registration.pdf](http://www.iis.se/docs/Terms_and_Conditions_of_Registration.pdf)) apply between .SE Direkt and the Domain Owner.
- 2.2 The definitions in the Terms and Conditions of Registration also apply to this agreement.
- 2.3 The Terms and Conditions of Registration take precedence over the terms and conditions in this agreement.

**3 CONCLUSION OF THE AGREEMENT AND COOLING-OFF PERIOD**

- 3.1 The application for new registration of a Domain Name is binding. An agreement is deemed to have been entered into when .SE Direkt has issued confirmation that the application for new registration has been accepted.
- 3.2 The Domain Owner, who is deemed to be a consumer under the terms of the Distance and Door-to-Door Sales Act (2005:59), is entitled to withdraw from the agreement if the agreement was concluded by distance means, such as via the Internet, by notifying .SE Direkt thereof within 14 days, or within seven working days of the date on which the Domain Owner receives the order confirmation ("the Withdrawal Period"). During the

Withdrawal Period, the Domain Owner is not permitted to use Domain Manager or use or assign the Domain Name.

- 3.3 Use of Domain Manager or use or assignment of the Domain Name during the Withdrawal Period means that the consumer consents to the Withdrawal Period ending at that specific point in time, with the result that the consumer cannot withdraw from this agreement.

#### **4 TERM OF AGREEMENT AND NOTICE OF TERMINATION**

- 4.1 The agreement is valid as long as the Domain Name is registered.
- 4.2 The Domain Owner is entitled to terminate this agreement subject to a period of notice of sixty (60) days, whereupon the Domain Name is deregistered.

#### **5 FEES AND PAYMENT**

- 5.1 The fee payable as well as changes in the fee are stated on [www.sedirekt.se](http://www.sedirekt.se).
- 5.2 When renewing registration of the Domain Name, the Domain Owner shall pay an annual fee in advance into an account specified by .SE Direkt. The Domain Owner shall pay the fee on or before the due date shown on the payment advice issued by .SE Direkt. If .SE Direkt does not receive payment on or before the due date, a reminder will be sent to the Domain Owner and a reminder fee will be charged. If .SE Direkt does not receive payment of the annual fee on time, .SE Direkt will not renew the Domain Name. The Domain Name will then be deregistered after sixty (60) days' Deactivation.
- 5.3 If the Registrar is changed during the period in which the Domain Name is to be renewed, .SE Direkt must receive the annual fee before the change of Registrar is made. If this is not done, the annual fee must instead be paid to the new Registrar for the Domain Name to be renewed.
- 5.4 The annual fee will not be repaid should this agreement cease before the end of the year for which the fee has been paid.

#### **6 DOMAIN MANAGER**

- 6.1 During the term of the agreement, .SE Direkt will make a Web-based tool ("Domain Manager") available to the Domain Owner for administration of the Domain Name.

- 6.2 In conjunction with new registration, the Domain Owner will be notified about how to access login instructions for Domain Manager.
- 6.3 The Domain Owner is responsible for ensuring that login instructions and any other verification procedures remain confidential as well as all measures taken in Domain Manager. The Domain Owner undertakes to notify .SE Direkt immediately if there is any reason to assume that login instructions have come to the knowledge of an unauthorised party.
- 6.4 .SE Direkt accepts no liability for measures taken in Domain Manager.

## **7 CONTACT PERSON(S)**

- 7.1 The Domain Owner can stipulate the contact person(s) who is/are authorised on behalf of the Domain Owner to deal with contact with .SE Direkt regarding the Domain Owner's Domain Name. The Domain Owner is liable to .SE Direkt for any measures taken by the contact person.
- 7.2 The Domain Owner can, at any time, withdraw the contact person, and the contact person can withdraw itself via Domain Manager. The contact person's authorisation ceases when notice of cancellation is issued in Domain Manager.
- 7.3 Where the Domain Owner appoints a contact person, the Domain Owner is responsible in the first instance for ensuring that the contact person has been informed about and has consented to .SE Direkt managing the person's personal data as laid down in the Swedish Personal Data Act (1998:204).
- 7.4 If the Domain Owner has not received the contact person's consent according to point 7.3, the Domain Owner is liable to .SE Direkt for all losses incurred by .SE Direkt as a result of this omission.

## **8 THE DOMAIN OWNER'S LIABILITY**

The Domain Owner is obliged, with no restrictions in time or amount, to indemnify .SE Direkt against all claims made against .SE Direkt resulting from the Domain Owner failing in its obligations pursuant to this agreement.

## **9 PERSONAL DATA**

In addition to what is stated in the Terms and Conditions of Registration, the Domain Owner agrees that .SE Direkt, and any third party commissioned by .SE Direkt, may use the Domain Owner's personal data for marketing purposes. .SE Direkt may use the Domain Owner's personal data for all forms of marketing, such as communication via e-mail and letter directly to the Domain Owner.

## **10 FORCE MAJEURE, ETC.**

If a party is prevented from fulfilling its obligations pursuant to this agreement due to circumstances beyond the control of the party, such as lightning, labour dispute, fire, confiscation, official stipulation or fault or delay in services from sub-suppliers due to circumstances stated herein, this shall constitute grounds for discharge from liability for claims and any other consequences. If either party's obligations are materially impeded for more than one (1) month due to the above-stated circumstances, either party is entitled to withdraw from their obligations in accordance with this agreement with no obligation to pay compensation.

## **11 VALIDITY OF THE AGREEMENT AND AMENDMENTS TO TERMS AND CONDITIONS**

11.1 An amendment to the terms and conditions comes into effect one (1) month after the amendment has been published on the .SE Direkt website, [www.sedirekt.se](http://www.sedirekt.se) ("the Effective Date"). The amendment to the terms and conditions also applies from the Effective Date for a Domain Owner who is registered after the amendment was published.

11.2 .SE Direkt shall notify the Domain Owner by e-mail of any amendment to the terms and conditions when the amendment is published. If the Domain Owner has not provided a functioning e-mail address, the Domain Owner is responsible for keeping itself posted about any amendments to the terms and conditions.

## **12 ASSIGNMENT**

.SE Direkt is entitled, without the approval of the Domain Owner, to assign its rights and obligations according to this agreement to a wholly-owned legal entity, or to a legal entity over which .SE has sole controlling influence. .SE Direkt has unlimited rights to assign receivables to another party.

**13 NOTIFICATIONS**

Notifications relating to this agreement shall be sent in writing to the most recent postal address and/or e-mail address provided by the party. Notification shall be deemed to have reached a recipient in Sweden within three (3) working days of being sent. For a recipient outside Sweden, the period is ten (10) calendar days from the date on which notification was sent.

**14 DISPUTES**

Disputes concerning the interpretation or application of this agreement and legal relationship related thereto shall be determined by the Stockholm District Court. This agreement is governed by Swedish law.