

TERMS AND CONDITIONS OF REGISTRATION
Applicable for the top-level domain .se from February 15, 2011
(The Swedish version of the Terms and Conditions of Registration shall prevail)

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 '**Authorization 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 Internationalized Domain Name, directly translated to Swedish Internationalized 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).
- 2.14 **'Transfer'** refers to when .SE transfers the registration of the Domain Name to a new registrant following an alternative dispute resolution proceeding according to Item 6.3 or due to a ruling according to Item 6.4.

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 organization 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 if it is identical to a 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 authorized applicants and can be registered only after special assessment. These Domain Names are shown on www.iis.se

3.3 **Main Domains**

- 3.3.1 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. Since 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 through registration as an EU 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 authorization 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 for registration of new Domain Names, the Domain Owner is responsible for submitting the following information:

- (i) company name and contact person or, if a private individual, the first name and surname,
- (ii) the corporate identity number or personal identification number,
- (iii) e-mail address,
- (iv) address, city and postal code,
- (v) telephone number, and
- (vi) VAT registration number (only for legal entities within the EU).

The information must be complete and 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 expired, the Domain Owner shall select a new Registrar in accordance with Item 8 below.

The Registrar undertakes, upon request from the Domain Owner, to 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 Upon request from the current Domain Owner, the Registrar has undertaken to transfer the registration of the Domain Name to the new Domain Owner, if he/she has approved the Terms and Conditions of Registration and provided the information specified in Item 4.1.1.

5.1.6.2 The Registrar shall promptly, but no later than five (5) working days from the fulfillment of the conditions in Item 5.1.6.1, transfer the registration of the Domain Name to a new Domain Owner.

5.1.6.3 In connection with the assignment of a Domain Name, the new Domain Owner will replace the current Domain Owner when the application for 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 Item.

5.1.7.2 The surrendering Registrar shall, upon request from the Domain Owner, produce a unique Authorization 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 Authorization 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 Authorization Code. If the surrendering Registrar does not provide the Authorization Code within five (5) working days, .SE is entitled to obtain and pass on the Authorization Code to the Domain Owner. The surrendering Registrar is responsible for ensuring that the Authorization Code is transferred to the Domain Owner in a secure manner, and the Registrar is always obliged to provide the Authorization Code upon request from the Domain Owner.

- 5.1.7.5 The Domain Owner contacts the recipient Registrar and transfers the Authorization 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.)

5.3 **Impediments to the execution of the Registration Services deregistration and assignment**

5.3.1 If an alternative dispute resolution procedure involving a Domain Name has been initiated, the Domain Name may not be deregistered or assigned until the application for the dispute has been

- (i) written of, dismissed or refused, or
- (ii) has been approved and the decision may be executed according to Item 7.3.

5.3.2 If a petition for greater rights to a Domain Name has been filed and .SE has been informed in writing about the process, the Domain Name must not be deregistered or assigned until the matter has been resolved and the decision has gained legal effect.

6 **.SE'S RIGHT TO DEACTIVATE, DEREGISTER OR TRANSFER DOMAIN NAMES**

6.1 **Deregistration due to undertakings not being fulfilled**

6.1.1 .SE has the right to Deactivate and deregister a Domain Name if the Domain Owner does not fulfill its undertakings in accordance with Item 4.1.1 or 4.1.2.

In the event of any deficiency according to Item 4.1.1 or 4.1.2, .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.

If a Domain Name is Deactivated, 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.

6.1.2 .SE is entitled to, in accordance with Item 3.3.1, deregister Domain Names under Main Domains.

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

6.2 **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.

6.3 **Deregistration or Transfer after alternative dispute resolution proceedings**

.SE is entitled to deregister or Transfer a Domain Name after a decision in alternative dispute resolution proceedings according to stipulations in Item 7.

6.4 **Deregistration or Transfer due to a judicial ruling**

.SE shall promptly deregister or Transfer a Domain Name upon request from an individual who presents a final judgment showing that the individual requesting deregistration or Transfer has greater right to the Domain Name than the Domain Owner.

7 **ALTERNATIVE DISPUTE RESOLUTION PROCEEDING**

In .SE's alternative dispute resolution proceeding (ADR), disputes involving the allocation of Domain Names are settled.

7.1 **Proceeding**

At all times, applicable stipulations pertaining to procedures in the ADR proceeding for Domain Names under the Top-Level Domain .se (Proceedings regulations) can be found at www.iis.se.

7.2 **Conditions for deregistration or Transfer**

A Domain Name may be deregistered or Transferred to the party requesting dispute resolution proceedings if the following three conditions are fulfilled:

1. The Domain Name is identical or similar to
 - a. a distinguishing product feature
 - b. a distinguishing business feature
 - c. a family name
 - d. an artist's name (if the name is not associated with someone who died a long time ago)
 - e. a title of another party's copyrighted literary or artistic work,

- f. a name that is protected by the Regulation concerning Certain Official Designations (1976:100), or
- g. a geographic designation or a designation of origin that is protected by the European Council's Regulation (EU) 510/2006
- h. a geographic designation that is protected by the European Council's Regulation (EU) 110/2008

which is legally binding in Sweden and to which the party requesting dispute resolution can prove its rights, and

- 2. The Domain Name has been registered or used in bad faith, and
- 3. The Domain Owner has no rights or justified interest in the Domain Name.

At all times, applicable instructions pertaining to the three conditions are available at the end of these Registration Terms and Conditions under the heading "Instructions pertaining to ADR (Item 7)."

7.3 **Implementation of ADR rulings**

7.3.1 A decision whereby an application for alternative dispute resolution proceedings has been approved must be implemented by .SE after 14 days from .SE receiving the ruling, unless the Domain Owner indicates that he or she, within this period, has initiated action claiming greater rights to the Domain Name.

7.3.2 If the Domain Owner's petition claiming greater rights is rejected or written off, the dispute resolution decision must be implemented as soon as the decision has gained legal effect. If the Domain Owner's petition claiming greater rights is approved, the dispute resolution decision must not be implemented.

8 **PROCEDURES WHEN A REGISTRAR'S AGREEMENT CEASES**

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

8.1 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.

8.2 The Domain Owner shall select a new Registrar during the Protective Period.

- 8.3 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 may 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).

9 PERSONAL INFORMATION

9.1 Management of personal information

- 9.1.1 .SE has both a right and an obligation to manage personal information in accordance with the Top-level Domain Act.

- 9.1.2 By submitting the requested personal information with the application for registration of a Domain Name, the Domain Owner agrees 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 personal information, including Swedish personal identification number, in the manner stated below.

- (i) Verification of personal information provided.
- (ii) Management of the personal information via publication on .SE's domain name search service (WHOIS), which is available on the Internet. For Domain Owner as natural person or a natural person with a business enterprise, only first names and surnames are published in .SE's domain name search service.
- (iii) Management of 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 personal information for .SE's internal usage and administration.

The Domain Owner may only provide personal information about a party other than the Domain Owner (e.g. for legal entities' contact persons) if the Domain Owner can guarantee that approval of the above management and management according to Item 9.1.4 below has been obtained from the party whose personal information is to be managed by .SE.

- 9.1.3 The purpose of the management of the personal information is to enable .SE to provide and operate the Domain Name Registry under the Top-Level Domain .se and

to fulfill those obligations that .SE has to fulfill according to these Terms and Conditions of Registration and the Top-level Domain Act.

- 9.1.4 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.
- 9.1.5 In accordance with the Personal Data Act (1998:204), the Domain Owner, or the person whose information is registered with .SE, is entitled to receive, once per calendar year at no cost, details of the personal information managed by .SE concerning that person. A written request must be submitted to .SE, signed by the person making the request.
- 9.1.6 In accordance with the Personal Data Act (1998:204), the Domain Owner, or the person whose information is registered with .SE, is entitled to request .SE to correct personal information which is incorrect or otherwise not managed in accordance with the Personal Data Act (1998:204).

10 MISCELLANEOUS

10.1 The Registrar's right to assign the agreement

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

10.2 Validity and amendments to the Terms and Conditions of Registration

- 10.2.1 These Terms and Conditions of Registration apply until further notice, and .SE retains the right to amend the terms and conditions as stated below.
- 10.2.2 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.
- 10.2.3 The Registrar must 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.

11 DAMAGES

- 11.1 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).
- 11.2 Under no circumstances is .SE is liable to compensate for lack of profit, reduced sales, other loss of production or other indirect damage.
- 11.3 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.

12 COMMUNICATION

- 12.1 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.

13 DISPUTES

- 13.1 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.

Instructions pertaining to ADR (Item 7)

Instructions concerning the condition of rights with a legal base in Sweden (condition 1)

The right on which the petitioner bases his/her application must exist at the time of application for dispute resolution, but need not exist at the time of registration of the Domain Name. However, if the Domain Name is older than the petitioner's right, this may be regarded as significant during an assessment of the other two conditions.

When comparing the Domain Name and the right on which the petitioner bases his/her application, the linguistic similarity between the Domain Name and the petitioner's right will primarily be taken into account. However, the operation for which the Domain Name will be used will not be taken into account during this assessment. Nevertheless, the operation for which the Domain Name is to be used may be regarded as significant during an assessment of the other two conditions.

Instructions concerning the bad faith condition (condition 2)

When determining whether the Domain Name has been registered or used in bad faith, all relevant circumstances are assessed. It is sufficient that bad faith can be proven to exist either in connection with registration or with the use of the Domain Name for the condition to be fulfilled.

Examples of circumstances supporting claims that the Domain Name has been registered or used in bad faith are:

- The Domain Owner is utilizing or plans to utilize the good reputation, market position or characteristic feature of the petitioner to attract traffic to his/her own website or to increase revenue in this manner;
- The Domain Owner's registration of the Domain Name prevents or makes it difficult for the petitioner to register his/her brand (or other right on which the petitioner bases his/her application) as Domain Name;
- The Domain Name is being used or planned to be used to disrupt the petitioner's operations;

- The Domain Name has been registered with a view to a sale to the petitioner.

The list of circumstances that may support claims that the Domain Name has been registered or used in bad faith comprises only examples. In the same manner as the existence of the circumstances listed may support bad faith, the lack of these circumstances could imply that bad faith does not exist.

When determining whether the Domain Name has been registered or used in bad faith, all relevant circumstances are assessed. The circumstances that may speak for or against bad faith could also be relevant when assessing whether the Domain Owner has a right or justified interest in the Domain Name.

Instructions concerning the right or justified interest condition (condition 3)

When determining whether the Domain Owner has no right or justified interest in the Domain Name, all relevant circumstances are assessed.

Examples of circumstances that may support that the Domain Owner has a right or justified interest in the Domain Name are:

- The Domain Owner owns a registered brand (or other right) that is identical or similar to the Domain Name;
- The Domain Name is being used or has been registered to be used in its linguistic meaning;
- The Domain Name is being used or has been registered to be used in commercial or private operations that do not infringe on the petitioner's rights;
- The Domain Name is older than the brand (or other right) on which the petitioner bases his/her application.

The list of circumstances that may support the Domain Owner's right or justified interest in the Domain Name comprises only examples. In the same manner as the existence of the circumstances listed may support the Domain Owner's right or justified interest in the Domain Name, the lack of these circumstances may imply that the Domain Owner does not have any right or justified interest in it.

When determining whether the Domain Owner has a right or justified interest in the Domain Name, all relevant circumstances are assessed. The circumstances that may

speaking for or against the Domain Owner's right or justified interest in the Domain Name may also be relevant when assessing whether the Domain Owner has registered or used the Domain Name in bad faith.