

# GENERAL CONDITIONS FOR REGISTRATION OF DOMAIN NAMES UNDER .SE

## GENERAL CONDITIONS FOR REGISTRATION OF DOMAIN NAMES

### I. INTRODUCTION

NIC-SE applies these General Conditions to application, registration and day-to-day administration of domain names under the top domain **.se**, and to deregistration of domain names. Section VI stipulates that domain names may be deregistered.

Application for registration of domain names is made through one of NIC-SE's Registrars. The Registrar will assist with the drafting of the application and will thereafter forward the application to NIC-SE. NIC-SE will charge a fee of SEK 313 inc. VAT (SEK 250 exc. VAT), per application. Adjustments of the fee will be notified on NIC-SE's web site, [www.nic-se.se/english/charge.shtml](http://www.nic-se.se/english/charge.shtml).

The application must be in Swedish or English and must be made on a printed form designed by NIC-SE or by using an electronic form corresponding to the printed form and approved by NIC-SE.

### II. REGISTRATION OF DOMAIN NAMES

#### 2. Application requirements

- a) Application for registration under the top domain **.se** is open to all natural and legal persons that wish to register a domain name.
- b) Foreign legal persons without a permanent place of business in Sweden and natural persons who are not permanently resident in Sweden must state the name of a Contact Person who is permanently resident in Sweden and who may on behalf of the Holder accept delivery of notices, invoices, advices and be made liable to effect payment of fees in accordance with these conditions. If NIC-SE has despatched notice to the Contact Person, NIC-SE shall be deemed to have fulfilled its obligations to notify under these General Conditions.
- c) NIC-SE applies a "first come, first served" principle when allocating domain names, i.e. registration of domain names will be effected in the order in which applications are received by NIC-SE. Priority will not be given and domain names cannot be reserved.

#### 3. Formulation of domain names

- a) Domain names under the top domain **.se** must only consist of the letters a – z, the digits 0 – 9 and hyphens. They must start and conclude with a letter or a digit, and must not consist exclusively of digits.
- b) Domain names must contain at least two characters, and must not contain more than 63 characters.
- c) Domain names cannot be registered if they are identical with previously registered domain names under the same domain.
- d) Domain names cannot be registered if they relate to sub-domains of already registered domain names. Sub-domains of already registered domain names will be managed by whoever has been allocated the domain in question and not by NIC-SE. NIC-SE does however manage certain main domains, see Appendix 1.
- e) Certain domain names are reserved by NIC-SE and can therefore not be registered. These domain names are listed on NIC-SE's web site, [http://www.nic-se.se/domaner/barred\\_domains.shtml](http://www.nic-se.se/domaner/barred_domains.shtml)

#### 4. Main domains

The Holder can in addition to registration directly under **.se** as an alternative register domain names under a main domain. Domain names under the main domain must consist of at least two characters. Since main domains as such fulfil an identification function, there are special requirements for registration under each individual category. The Holder can register domain names in main domains under **.se** in accordance with what is set out in Appendix 1.

#### 5. Registration

- a) If the requirements stipulated in Section II above are fulfilled, registration shall be effected in accordance with the application.
- b) The Holder shall through the Registrar through whom the application was made as soon as possible and not later than within 10 business days from NIC-SE's receipt of the application receive notification that registration has been effected or that there are obstacles to registration under these General Conditions.

c) The Holder will by registration acquire exclusivity during the agreement period as regards the registered domain name under the top domain **.se**. Registered domain names may however be deregistered on the conditions stipulated in Section VI.

### III. NIC-SE'S OBLIGATIONS

#### 6. Registration and maintenance

NIC-SE undertakes after approval of an application to register the domain name under the top domain **.se** and to maintain the register of domain names, all in accordance with the terms and conditions set out in these General Conditions.

#### 7. Assignment and deregistration

NIC-SE undertakes at the Holder's request to arrange assignment and deregistration of the Holder's domain name.

#### 8. Redelegation

NIC-SE undertakes to carry out Redelegation of domain names in accordance with the applicable redelegation routines, which are available on NIC-SE's web site, [www.nic-se.se/english/dnschange.shtml](http://www.nic-se.se/english/dnschange.shtml).

### IV. HOLDER'S OBLIGATIONS

#### 9. Responsibility for information

The Holder is responsible for the accuracy and completeness of all information provided in connection with the application. The Holder is obliged continuously and promptly to notify NIC-SE of changes in the information provided in connection with the application and of change of e-mail address as referred to in Clause 12.

#### 10. Consent of contacts

Where the Holder in the application for registration of a domain name lists a Contact Person or other contacts that are natural persons, the Holder shall be obliged first to ensure that the person/persons have received information about and given consent pursuant to the Personal Data Act (*personuppgiftslagen* (1998:204)) to NIC-SE's processing of his or her personal data (see Section V for further information).

#### 11. Checking selected domain names

NIC-SE will not check whether the domain name applied for constitutes infringement of trademark or trade name rights or other rights, or is otherwise in breach of laws, public regulations, public order or likely to cause offence. The Holder is consequently obliged to ensure that the selected domain name does not constitute infringement of the rights of others, or is otherwise in breach of laws, public regulations, public order or designed to cause offence.

#### 12. Obligation to state e-mail address

The Holder shall state and maintain an e-mail address to which NIC-SE at any time may give notices directly to the Holder. This obligation applies also in instances where the Holder has named a Contact Person.

#### 13. Annual fee

The Holder shall pay an annual fee to NIC-SE for NIC-SE's services of SEK 313 inc. VAT (SEK 250 exc. VAT) to an account stated by NIC-SE. Adjustments of the fee will be notified on NIC-SE's web site, [www.nic-se.se/english/charge.shtml](http://www.nic-se.se/english/charge.shtml). The fee is payable annually in advance and shall be paid by the Holder/Contact Person on or before the anniversary of registration. The annual fees will not be reimbursed if these General Conditions are terminated before expiry of the fee year.

#### 14. Technical recommendations

The Holder is aware that NIC-SE issues technical recommendations about how the domain name should be managed. These recommendations are available on NIC-SE's web site, [www.nic-se.se/english/technicalrecommendations.shtml](http://www.nic-se.se/english/technicalrecommendations.shtml)

### V. PERSONAL DATA

#### 15. Processing Personal data

By providing the required personal data when applying for registration of a domain name, Holders who are natural persons or sole trader enterprises consent to NIC-SE, or whoever NIC-SE may have engaged, processing the Holder's personal data, including personal identity numbers, as set out below.

Checking the personal data provided by the Holder.

Processing the Holder's personal data by publication in the so-called Who-Is database which is accessible to the general public via the Internet from NIC-SE's web site, [www.nic-se.se/english/domsearch.shtml](http://www.nic-se.se/english/domsearch.shtml).

Processing the Holder's personal data in the customer registers that NIC-SE, or whoever NIC-SE may have engaged, keeps for the purpose of providing and maintaining the register of domain names under the top domain **.se**.

Processing the Holder's personal data for internal use and administration purposes.

The purpose of processing the Holders' personal data is to enable NIC-SE to provide and run the register of domain names under the top domain **.se** and to perform its obligations according to these General Conditions.

The Holder is entitled to receive information about the personal data about him/her that are processed by NIC-SE, and when necessary to request correction of data. Such requests shall be addressed to NIC-SE in writing.

### VI. CESSATION OF REGISTRATION ETC.

#### 16. Deregistration because of breach of obligation

NIC-SE shall be entitled to deregister a domain name in the following circumstances:

1. If the Holder does not perform the obligations stipulated in Clauses 9, 10 or 13.
2. If it is impossible to reach the Holder at the stated address or through the stated Contact Person, or if the Holder does not have a functioning e-mail address as referred to in Clause 12.
3. If the domain name is in manifest breach of Swedish law or other public regulations.

NIC-SE shall in case of breach as referred to in the first paragraph 1 or 2 first send the Holder a notice requesting that the breach be remedied. The notice to the Holder shall contain information about the breach that is to be remedied. If the breach has not been remedied within 14 days of despatch of the notice, NIC-SE shall be entitled to deactivate the domain name.

If a domain name is deactivated in accordance with the preceding paragraph, the Holder shall have an opportunity to reactivate the domain name by within 30 days of deactivation remedying the notified breach and paying a fee of SEK 625 inc. VAT (SEK 500 exc. VAT). NIC-SE shall, if this is not done, be entitled to deregister the domain name. Notice that deregistration may be effected shall be sent to the Holder in connection with the deactivation.

NIC-SE shall be entitled immediately to deactivate or deregister any domain name that is in manifest breach of Swedish law or other public regulation.

#### 17. Deregistration on account of judgment

Deregistration or transfer of a domain name may be effected at the request of a person who submits a judgment where the time for appeal has expired or a decision with legal effect in Sweden, that states that deregistration or transfer shall take place. NIC-SE shall in such cases immediately effect deregistration or transfer.

#### 18. Deregistration or transfer after alternative dispute resolution procedure

a) NIC-SE shall also be entitled to deregister or transfer a domain name after a decision to that effect in an alternative dispute resolution procedure. The procedural rules for "alternative dispute resolution procedures concerning domain names under the top domain **.se**" are available on [www.iis.se](http://www.iis.se). A decision after an alternative dispute resolution procedure shall be put into effect by NIC-SE after 14 days of NIC-SE being notified of the dispute resolution decision, unless the Holder shows that he or she has within this period initiated proceedings in a court of law concerning his or her right to the expression that constitutes the domain name.

b) In any alternative dispute resolution procedure, the adjudicator shall decide whether a domain name shall be deregistered or transferred to the party requesting the dispute resolution procedure.

If an alternative dispute resolution procedure has been instituted, the domain name shall not be assigned or transferred to another party in the period that the dispute resolution procedure is in progress or before the decision following the dispute resolution procedure becomes effective. If proceedings have been instituted in a court of law concerning the right to a trademark or trade name mark that constitutes a domain name, the domain

# GENERAL CONDITIONS FOR REGISTRATION OF DOMAIN NAMES UNDER .SE

<p>name shall not be assigned or transferred to another party in the period that the court proceedings are in progress or before the time for appeal against a subsequent judgment has expired, provided that NIC-SE has been notified that such proceedings are pending.</p> <p>c) Domain names may be deregistered or transferred to the party requesting the dispute resolution procedure if the domain name is identical with or may be mistaken for a trademark, trade name, family name, artist name (unless the name relates to someone who died a long time ago), or the title of another party's protected literary or artistic work, which has legal basis in Sweden and to which the party requesting dispute resolution can show a right, and</p> <ul style="list-style-type: none"> <li>- the Holder does not have any <b>right to or justified interest</b> in the domain name and</li> <li>- the domain name has been registered or used <b>in bad faith</b>.</li> </ul> <p>d) A Holder shall be deemed to have a right to or justified interest in a domain name in particular if it is shown that</p> <ul style="list-style-type: none"> <li>- use – or preparations for use – of the domain name has taken place in connection with the marketing of goods or services before dispute resolution was instituted,</li> <li>- it is public knowledge that the domain relates to the Holder even if he has not acquired any exclusive right to the expression that constitutes the name or</li> <li>- the domain name is not used for commercial purposes in order to mislead consumers or to harm the reputation of a distinctive mark or right.</li> </ul> <p>e) A domain name shall be deemed registered or used in <b>bad faith</b> in particular if it is shown that</p> <ul style="list-style-type: none"> <li>- the registration or use arose for the purpose of selling or assigning the domain name to the party requesting dispute resolution or to a competitor of the party requesting dispute resolution,</li> <li>- the domain name was registered for the purpose of preventing the party requesting dispute resolution from using his or her distinctive mark or rights in a domain name or</li> <li>- the domain name was registered for the purpose of disturbing the business activities of a competitor.</li> </ul>	<p>19. <u>Deregistration at the Holder's own request and assignment of domain names</u></p> <p>a) The Holder may in writing request deregistration of domain names on a form provided by NIC-SE.</p> <p>b) When notice of assignment of a domain name to another party is given, the registered Holder's consent in writing must be submitted, whereupon NIC-SE will transfer the domain name to the new Holder. Consent and notice of assignment shall be given in writing on a form provided by NIC-SE. If assignment cannot be effected in accordance with the application, the original Holder shall remain.</p> <p><b>VII. LIABILITY, AGREEMENT PERIOD ETC.</b></p> <p>20. <u>NIC-SE's liability in damages</u></p> <p>NIC-SE's liability in damages shall, unless there is intent or gross negligence, be limited to direct loss up to a total amount of one Price Base Amount. Price Base Amount shall mean price base amount pursuant to the National Insurance Act (<i>Ilagen (1962:381) om allmän försäkring</i>).</p> <p>NIC-SE shall in no case be obliged to pay compensation for loss of profit, reduced turnover, other loss of production or other indirect loss.</p> <p>The Holder may claim in accordance with the above only if the Holder has notified NIC-SE thereof not later than 90 days after the Holder noticed or ought to have noticed the ground for the claim.</p> <p>21. <u>Holder's liability</u></p> <p>The Holder shall be liable without limitation as to time or amount to indemnify NIC-SE in respect of all claims raised against NIC-SE on account of Holder's breach of obligations under these General Conditions.</p> <p>22. <u>Force Majeure etc.</u></p> <p>If a party is prevented from performing his obligations under these General Conditions because of a circumstance outside the party's control, such as lightning, industrial dispute, fire, seizure, regulations of authorities and faults or delays in services of sub-contractors because of such circumstance as referred to herein, this shall constitute ground for</p>	<p>excuse that causes release from damages and any other sanctions. If a party's obligations are fundamentally prevented for a period exceeding one month because of such circumstance as referred to above, either party may without obligation to pay compensation withdraw from his/her obligations under these General Conditions.</p> <p>If technical circumstances so require, NIC-SE shall be entitled to move all domain names under the top domain <b>.se</b> to a new main domain. Such technical circumstances shall be deemed to arise if the operational stability of the DNS system is threatened by the number of domain names. Such circumstance shall be deemed to constitute force majeure as referred to above and thus ground for release from damages and any other sanctions.</p> <p>23. <u>Agreement period</u></p> <p>These General Conditions shall remain in force until further notice.</p> <p>These General Conditions shall terminate with immediate effect upon deregistration as referred to in Section VI.</p> <p>24. <u>Amendment of General Conditions</u></p> <p>NIC-SE shall be entitled to amend the applicable terms and conditions. Amendments of terms and conditions shall come into force one month after publication of the amendment on NIC-SE's web site, <a href="http://www.nic-se.se">www.nic-se.se</a>. Amendments of conditions shall always be notified to the Holder by e-mail in connection with publication. If the Holder has not stated a functioning e-mail address, the Holder shall be responsible for keeping informed of amendments of terms and conditions.</p> <p>25. <u>Notices between the parties</u></p> <p>Notices under these General Conditions shall be given by post, telefax or e-mail to such e-mail address(es) stated by the parties.</p> <p>26. <u>Disputes</u></p> <p>Proceedings shall be instituted in the Stockholm District Court in respect of any disputes arising from these General Conditions.</p> <p>These General Conditions shall be subject to Swedish law.</p>
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<p><b>GLOSSARY</b></p> <p>The following concepts and expressions shall in these General Conditions have the meanings set out below, unless otherwise stated:</p> <p>The expression <b>top domain</b> shall mean ISO 3166-1 country code top level domain <b>.se</b>.</p> <p>The expression <b>main domain</b> shall mean a domain registered directly under the top domain <b>.se</b>.</p> <p>The expression <b>sub-domain</b> shall mean a domain under a main domain, for example a trade mark that is registered under the main domain <b>.tm.se</b>.</p> <p style="text-align: center;">.se &lt;Top Domain&gt; a.se &lt;Main Domain&gt;.&lt;Top Domain&gt; iis.a.se &lt;Sub-Domain&gt;.&lt;Main Domain&gt;.&lt;Top Domain&gt;</p> <p>The expressions <b>domain or domain name</b> shall in these General Conditions only mean the part (name) that is to the left of the top or main domain, separated from this by a dot (e.g. NAME.se or NAME.pp.se).</p> <p>When reference is made to <b>NIC-SE</b>, this refers to the <b>registry</b> that registers domain names in Sweden.</p> <p><b>Holder</b> 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.</p> <p><b>Deactivation</b> 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.</p> <p><b>Redelegation</b> shall mean replacement or amendment of existing DNS data</p> <p><b>Contact Person</b> shall mean a natural or legal person, permanently resident in Sweden, who is entitled to receive notices and invoices from NIC-SE on the Holder's behalf. Notices or invoices received by a Contact Person shall in the</p>	<p>application of these General Conditions be deemed thereby to have been received by the Holder.</p> <p><b>Registrar</b> shall mean an commercial enterprise that has entered into and is still party to a registrar agreement with NIC-SE and that is thereby entitled to submit applications for registration of Domain Names to NIC-SE. A list of Registrars is available on NIC-SE's web site, <a href="http://www.nic-se.se/english/registrars.shtml">www.nic-se.se/english/registrars.shtml</a>.</p>	
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## APPENDIX 1.1 to NIC-SE's General Conditions – Registration Main Domains

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

### 1. *.county identification letter.se*<sup>2</sup>

Enterprises may be registered under the county-related main 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.nic-se.se/english/countyletter.shtml](http://www.nic-se.se/english/countyletter.shtml) for a list of county identification letters.

### 2. *.org.se*

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

### 3. *.pp.se*

Private individuals may register under the main 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.

### 4. *.tm.se*

Trade marks may be registered under the main 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:

- a) 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,
- b) 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
- c) 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 main domain .tm.se.

### 5. *.parti.se*

Political parties may be registered under the main domain .parti.se. It is a requirement for registration under .parti.se that the party is registered in the National Swedish Tax Board's "Register of Registered Party Names" [*Register över registrerade partibeteckningar*].

### 6. *.press.se*

Periodical publications (magazines) may be registered under the main 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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**<sup>2</sup> I have chosen to translate "länsbokstav" but not the other main domain names in this Appendix, since "länsbokstav" presumable is not the actual domain name, whereas the others are.**