INTERNET ♥
STIFTELSEN

TERMS AND CONDITIONS OF REGISTRATION
Applicable for the top-level domain .se from February 6, 2019
(The Swedish version of these terms and conditions shall prevail)

1 Introduction

1.1 Stiftelsen för Internetinfrastruktur/The Internet Infrastructure Foundation (802405-0190), Box 92073, 120 07 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 The Foundation has concluded an agreement with Registrars who thereby are entitled to provide Registration Services for Domain Names and, upon request from the Domain Holder, register and administer Domain Names. A list of Registrars is available at https://internetstiftelsen.se/en/registrars/.

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 Holder and the Foundation. These Terms and Conditions of Registration take precedence over each Registrar's own terms and conditions in relation to the Domain Holder.

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.

2.2 'Authorisation code' refers to the password, where applicable, is created for the registered Domain Name.

2.3 'Deactivation' means that the Domain Name is not published in the .se-zone. 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).

2.5 'Domain Name Registry' refers to the register containing all the Domain Names under the top-level domain .se that is administered by the Foundation.

2.6   'Domain Holder' 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.

2.7   'DS records' refers to delegation posts for DNSSEC.

2.8   'IDN' refers to the Internationalised Domain Name. More information is available at https://internetstiftelsen.se.

2.9   'Registrar' is any of the Foundation's Registrars who provide Registration Services under the top-level domain .se.

2.10   'Registration Services' refers to the following services that are offered to a Domain Holder: new registration, deregistration, renewal, assignment, updating of contact information, administration of name servers, change of Registrar, and administration of DS records.

2.11   'The Foundation' refers to the Internet Infrastructure Foundation/Stiftelsen för Internetinfrastruktur.

2.12   'Top-level Domains Act' refers to the Swedish Top-level Domains Act (2006:24).

2.13   'Transfer' refers to when the Foundation transfers the registration of the Domain Name to a new Domain Holder following an alternative dispute resolution proceeding according to paragraph 6.3 or due to a judgment according to paragraph 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 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 the Foundation's register.

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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.

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

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

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

3.2.5   A Domain Name shall include at least one character, and may contain a maximum of 63 characters.

3.2.6   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.

3.2.7   Sub-domains of already registered Domain Names are administered by the Domain Holder of the Domain Name in question.

3.2.8   Certain Domain Names are blocked by the Foundation and cannot be registered. These Domain Names are available on https://internetstiftelsen.se.

3.2.9   Certain Domain Names are reserved for authorized Domain Holders and can be registered after special assessment. These Domain Names are available on https://internetstiftelsen.se.

4   The Domain Holder´s obligations

4.1   Responsibility for information

4.1.1   Concerning new registration, in the application for a Domain Name, the Domain Holder is responsible for providing the following information:

(i)   full Company name and contact person or, if a private individual, their first and last name,

(ii)   corporate identity number or personal identification number,

(iii)   postal address,

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(iv)   phone number, and

(v)   e-mail address.

The information must be complete and correct.

4.1.2   The Domain Holder 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 the Foundation's register of Domain Names.

4.2   **Verification of the Domain Name selected**

The Domain Holder 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 Holder´s rights to registration services

5.1   Registration Services

The Registration Services are performed by the Registrar with whom the Domain Holder has concluded an agreement. If the Domain Holder´s agreement with the Registrar has ceased in accordance with paragraph 5.3, or if the Registrar's agreement with the Foundation has ceased, the Domain Holder shall select a new Registrar in accordance with paragraph 8 below.

The Registrar shall, upon request from the Domain Holder, 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 Domain Holder, enter new registrations of Domain Names under the top-level domain .se.

5.1.1.2   With a new registration, the Domain Holder shall promptly receive, no later than ten working days from when the Registrar sent the application to the Foundation, 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.

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5.1.1.3   During the registration period, the Domain Holder receives an 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 Holder, renew the registration period for the Domain Holder's Domain Name, with the exception of paragraph 5.3.

5.1.3   ***Updating of contact information***

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

5.1.4   ***Administration of name servers***

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

In the event that the Registrar is the name server operator for the Domain Holder's Domain Name, the Registrar has the right, for technical reasons, to add, remove or change name servers for these Domain Names without the request of the Domain Holder.

In the event that the Registrar has received confirmation that name servers used for the Domain Name will cease to exist, the Registrar has the right, for technical reasons, to add, remove or change name servers for these Domain Names without the request of the Domain Holder. In such cases, the Registrar shall inform the relevant Domain Holders.

5.1.5   ***Deregistration of Domain Name***

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

5.1.6   ***Assignment of Domain Name***

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

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

5.1.6.3   When a Domain Name is assigned, the new Domain Holder will replace the previous registered Domain Holder 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 Holder, assist with the transfer of the administration of the Domain Holder's Domain Name from one Registrar to another in accordance with this paragraph 5.1.7.

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

5.1.7.3   The Domain Holder shall contact 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 working days after the request, provide the Domain Holder with the Authorisation Code. If the surrendering Registrar does not provide the Authorisation Code within five working days, the Foundation is entitled to provide and pass on the Authorisation Code to the Domain Holder.

5.1.7.4   The surrendering Registrar is responsible for ensuring that the Authorisation Code is transferred to the Domain Holder in a secure manner, and the Registrar is always obliged to provide the Authorisation Code upon request from the Domain Holder.

5.1.7.5   The Domain Holder shall contact the recipient Registrar and transfers the Authorisation Code according to the Registrar's procedures for this.

5.1.7.6   The recipient Registrar shall confirm the change of Registrar to the Domain Holder.

5.1.7.7   A fee for the Registration Service change of Registrar may not be charged by the surrendering Registrar.

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5.1.7.8   The Domain Holder is aware that, when the Registrar is changed, the Domain Holder may have to pay a new fee for the Domain Name to the new Registrar.

5.1.8   *DS records*

5.1.8.1   The Registrar undertakes to, upon request from the Domain Holder, add, remove or change DS records, regardless of the name server provider.

5.1.8.2   If the Registrar is the name server provider for the Domain Holder's Domain Name, the Registrar is entitled to, without the request of the Domain Holder, add, remove or change DS records for these Domain Names.

5.1.8.3   The Foundation retains the right to change, remove or refrain from publishing DS records provided if the Foundation is of the view that these cause, or may cause, serious operational disruption.

5.2   **Performance of the Registration Services**

The Registrar shall, upon explicit request from the Domain Holder, perform the Registration Services, but only if the Domain Holder has approved the Terms and Conditions for Registration and the Domain Holder has provided the necessary information. However, the Registrar is entitled to refuse to perform the requested Registration Service if the Domain Holder does not pay the fee for the Registration Service, with the exception of paragraph 5.1.7 (Change of Registrar).

5.3   **Registrar´s termination of the agreement with the Domain Holder**

If the Registrar has reserved this right in the agreement with the Domain Holder, the Registrar may, with at least three months notice, terminate the agreement with the Domain Holder by the date on which the registration period expires. The termination must be made in writing and clearly specify (i) that the agreement with the Domain Holder is being terminated after the end of the registration period, (ii) that the Domain Holder must select a new Registrar, (iii) how the Domain Holder transfers Registrars and (iv) that the Foundation, pursuant to paragraph 8, will serve as the temporary registrar unless the Domain Holder selects a new Registrar on their own.

5.4   **Hindrance to performing Registration Service deregistration and assignment of Domain Name**

5.4.1   If an alternative dispute resolution procedure involving a Domain Name has been initiated in accordance with paragraph 7, the Domain Name may not be

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deregistered or assignment of Domain Name 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 paragraph 7.3.

5.4.2　If a petition for greater rights to a Domain Name has been filed and the Foundation 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　The Foundation´s right to deactivate, deregister or transfer domain names

6.1　Deregistration due to undertakings not being fulfilled

6.1.1　The Foundation has the right to Deactivate or deregister a Domain Name if the Domain Holder does not fulfil its undertakings in accordance with paragraph 4.1.1 or 4.1.2.

6.1.2　In the event of any deficiency according to paragraph 4.1.1 or 4.1.2, the Foundation shall send a notification to the Domain Holder with a request that the deficiency be rectified. The notification to the Domain Holder shall contain information about the deficiency that is to be remedied. If the deficiency has not been rectified, the Foundation has the right to Deactivate the Domain Name.

6.1.3　If a Domain Name is Deactivated, the Domain Holder can reactivate the Domain Name by rectifying the deficiency of which it was notified within 60 days from the date of Deactivation. If the Domain Holder does not rectify the deficiency of which it was notified, the Foundation has the right to deregister the Domain Name.

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

6.1.5　The Foundation has the right to Deactivate and deregister a Domain Name if the Domain Holder is a legal entity and this has been dissolved after completed bankruptcy or liquidation, or if the Domain Holder is a natural person and he/she has deceased and the estate has been dissolved by distribution of an estate.

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

If the Domain Name is not renewed, the Foundation will deregister the Domain Name after 60 days of Deactivation.

6.3 Deregistration or Transfer after alternative dispute resolution proceedings

The Foundation is entitled to deregister or Transfer a Domain Name after a decision on this in alternative dispute resolution proceedings according to stipulations in paragraph 7.

6.4 Deregistration or transfer due to a legally binding judgment

A Domain Name shall be deregistered or transferred upon request from an individual who presents a legally binding judgment, showing that the individual who request the Domain Name to be deregistered or transferred has the right to the Domain Name. In such cases, the Foundation performs deregistration or transfer immediately.

7 Alternative dispute resolution proceedings

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

7.1 The proceeding

At all times, applicable stipulations pertaining to procedures in the ADR proceeding for Domain Names under the top-level domain .se (Procedural Rules) can be found at https://internetstiftelsen.se/en/dispute-resolution/dispute-resolution-for-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 trade symbol (trademark or service mark),
   b. a trade name or secondary name,
   c. a family name,
   d. an artist's name (if the name is not associated with someone who deceased a long time ago),
   e. a title of another party's copyrighted literary or artistic work,

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    f.   a name that is protected by the Regulation concerning Certain Official Designations (1976:100), or

    g.   The name of a government authority that is listed in the registry that Statistics Sweden must maintain under the Swedish Code of Statutes SFS 2007:755 (Government Agencies Register Ordinance), or its generally accepted abbreviation,

which is legally recognized 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 Holder has no rights or justified interest in the Domain Name.

At all times, applicable instructions pertaining to the three conditions are available in the document "Instructions pertaining to ADR (paragraph 7)" available at https://internetstiftelsen.se.

7.3   **Implementation of ADR decisions**

7.3.1   An ADR decision which orders the transfer or revocation of a Domain Name must be implemented by the Foundation after 14 days from the Foundation receiving the decision, unless the Domain Holder indicates that he or she, within this period, has initiated a legal action claiming greater rights to the Domain Name in Stockholm District Court, Sweden. Swedish law shall apply, unless the parties have agreed otherwise.

7.3.2   If the Domain Holder's petition claiming greater rights is dismissed or rejected, the ADR decision must be implemented as soon as the decision has gained legal effect. If the Domain Holder's petition claiming greater rights is approved, the ADR decision must not be implemented.

8   **Procedures when an agreement ceases**

If the Registrar's agreement with the Foundation ceases, or the Domain Holder´s agreement with the Registrar ceases, the following applies for the Domain Holder.

(i)   The Domain Holder accepts that the Foundation becomes the temporary registrar from the date when the Registrar's agreement ceases and furthest until the registration period ends,

(ii)   The Domain Holder shall select a new Registrar during the time when the Foundation is temporary registrar, and

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(iii)   If the Domain Holder refrains from choosing a new Registrar the Domain Name will be Deactivated and deregistered when the registration period ends.

9   Management of personal data

The Foundation is the personal data controller for the management of personal data in the Domain Name Registry. The management is done in accordance with The Swedish Internet Foundation's privacy policy for the Domain Name register for .se.

10   Miscellaneous

10.1   The Registrar's right to assign the agreement

The Registrar is entitled to, without the approval of the Domain Holder, 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 the Foundation is entitled to amend the current terms and conditions as stated below.

10.2.2   An amendment to the Terms and Conditions of Registration comes into effect 30 days after the amendment has been published on the Foundation's website, https://internetstiftelsen.se, but also applies from said date for a Domain Holder registered after the amendment has been published.

10.2.3   The Registrar will notify Domain Holders of amendments to the Terms and Conditions of Registration via e-mail when the amendment is published. If the Domain Holder has not provided a functioning e-mail address, the Domain Holder 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, the Foundation´s liability for damages in relation to the Domain Holder shall be limited to direct losses, with a total amount not exceeding one (1) base amount in accordance with the Swedish Social Insurance Code (2010:110).

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11.2 Under no circumstances is the Foundation liable to compensate for loss of profit, reduced sales, other loss of production, liability towards third party or other indirect damage.

11.3 A Domain Holder may only submit a claim according to the above if the Domain Holder has notified the Foundation of this no later than 90 days after the Domain Holder became aware of, or should have become aware of, the basis for the claim.

12 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 that is sent by mail shall be considered to have reached the recipient inside Sweden within three working days of being sent. For recipients outside Sweden, ten calendar days apply from when it was sent. Communications sent electronically, such as e-mails or faxes, shall be considered to have reached the recipient immediately.

13 Applicable law, Disputes

Swedish law shall be applied to these Terms and Conditions of Registration. In the event of a dispute arising as a result of these Terms and Conditions of Registration, an action shall be brought before a general court of law.

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