

# Terms and conditions for LoopiaAPI for resellers

## § 1. General

1.1 These conditions regulates the relationship between resellers and Loopia AB, reg. No. 556633-9304 (hereinafter called Loopia), with respect to the use of LoopiaAPI (hereinafter called the service). This is an addendum to Loopias ordinary terms.

## § 2. Cooperation

2.1 The dealer can, by its own order form, or proprietary software on its website provide sale of web hosting and domain name registration for website visitors and potential customers. The service is resold in Loopias name. The customers generated through the resellers order form will be Loopia customers under Loopias standard terms.

2.2 The order form is connected to Loopias system via an API that is provided by Loopia. This API is limited to the following services:

- Checking the availability of domain names.
- Creation of LoopiaDNS account.
- Order of the domain names.
- Order of web hosting.
- Administration of DNS settings.

2.3 Web hosting, LoopiaDNS and domain-services is regulated by Loopias general terms.

2.4 The reseller must have an active dealership with Loopia to have access to the service.

## § 3. The resellers rights and obligations

3.1 The reseller can publish its own order form on its website that allows ordering of domain names and web hosting for web site visitors and potential customers.

3.2 With this cooperation the reseller has the right to use Loopias name and brand in marketing and promotional in order to clarify the cooperation, with the written approval of Loopia.

3.3 Information about this cooperation should be available at the resellers website with a FAQ for the most common questions from their customers.

3.4 Personal information and/or information about customers may not be sold, exchanged or shared with other companies, organizations or individuals. Except if legal action or law requires that information is disclosed.

3.5 The reseller must ensure that the orders generated by the resellers order form contains accurate personal or business data on the customer.

3.6 The reseller must ensure that Loopias conditions and the terms for each domain name are approved by the customer at the orders generated by the resellers order form.

3.7 The reseller shall keep Loopia intact for damage caused to Loopia because of the resellers behavior in violation of applicable laws, such as infringement of third party intellectual property rights.

3.8 The reseller agrees not to use the resources or seek unauthorized access to Loopias system which are not intended for the reseller, or in other ways act in violation of applicable laws in its use and/or registration of domain names, and not to distribute computer viruses or any other form of malicious code.

3.9 Loopia has the right to suspend the Service and/or terminate this agreement with immediate effect and claim damages if it can reasonably be concluded that the continued distribution is contrary to law or agency regulation, or if the information is otherwise clearly in conflict with the terms of this agreement. The same applies if disturbances is caused to Loopia which may reasonably be assumed to be due to errors or technical interferences related to the reseller. Loopia has the right to examine all information that is handled in the service to carry out their rights and obligations under this agreement.

3.10 This agreement gives neither party a right to the other party's trademark, software or other intellectual properties if not expressly stated in this agreement. To the extent that this agreement gives the party the right to use the other party's intellectual property, this stops without prior notice when the agreement will terminate regardless of the reason for termination.

## § 4. Loopias rights and obligations

4.1 Loopia develops and maintains the API interface, mentioned above. Loopia is not under any circumstances obligated to compensate for lost production, downtime costs, loss of profits or other consequential damages if the service stops working.

4.2 In this cooperation Loopia is entitled to in marketing and promotional use the resellers name and brand in order to clarify the cooperation, after approval by the reseller.

4.3 Personal information and/or information about customers may not be sold, exchanged or shared with other companies, organizations or individuals. Except if legal action or law, requires that information is disclosed.

4.4 Loopia provides support to the reseller for the service in relation to Loopias standard contract terms for domain names, DNS services and web hosting. Loopia does not provide specific API support or scripting support. Documentation about the service is available on [www.loopia.se](http://www.loopia.se).

4.5 Loopia has the right to take actions that affect the availability of the service if it is imposed for technical or safety reasons, or because of operational reasons, maintenance or operation of law, administrative decisions or decisions of the registry of the relevant top-level domains, or of such a registry designated authorized person .

4.6 Loopia reserves the right to make changes to contents and delivery of the service without informing the dealer.

4.7 Loopia reserves the right to, without cause, immediately stop supplying the Service.

#### **§ 5. Transfer**

5.1 The reseller may not fully or partially transfer or pledge its rights and/or obligations under this agreement.

#### **§ 6. Force majeure**

6.1 If one party is prevented from fulfilling its obligations under this agreement due to circumstances that a party could not control, such as lightning strikes, labor disputes, fire, seizure, rules, and failure or delay in service from the subcontractor because of circumstance as stated herein, this shall constitute relief which shall postpone the time for performance. Has its performance is substantially prevented for more than a month due to the above mentioned circumstance, each party shall be entitled to, without liability, in writing withdraw from this agreement.

#### **§ 7. Dispute**

7.1 Disputes regarding the interpretation or application of this agreement shall, as far as possible be settled between the parties and, ultimately, by a Swedish court under Swedish law.