

General terms, Loopia

§ 1 General

1.1 These terms and conditions govern the relationship between the Customer and Loopia AB, reg. no. 556633-9304 (hereinafter "Loopia"), in respect of the service which the Customer has selected (hereinafter called the "Service"). Depending on the Customer's order, the Service may include web hotel, domain name, LoopiaDomän, LoopiaDNS, LoopiaAPI, LoopiaVPS, and Extra Services or such other service Loopia at any time offers.

§ 2 The Service

2.1 The content of the Service is specified in a separate order confirmation/invoice.

2.2 Loopia reserves the right to change the scope and content of the Service, or to terminate all or part of the Service where necessary due to technical reasons, or due to any law or other regulations issued by public authorities. The Customer shall always be entitled to terminate the Agreement in the event of any such change.

2.3 During the subscription period, Loopia shall provide free support for the Service via either telephone or email, and through information on Loopia's website. The processing time may be affected since, in certain cases, Loopia depends on third parties and may refer to a third party's channels.

2.4 Customer data and customer information may be provided to third parties where necessary in order for the service to function.

2.5 Domain names are registered in the Customer's name and owned by the Customer. However, Loopia reserves the right to serve as administrative, technical, and/or invoicing contact for any domain name to the extent Loopia deems necessary.

2.6 Loopia shall be entitled to sign all domain names which are registered by Loopia on behalf of the Customer using the security extension DNSSEC. If the Customer does not wish to use this extension, the Customer may deactivate it in Loopia's Customer Zone.

2.7 The Customer must be at least 18 years of age to order the Service.

§ 3 Term of the Agreement for the Service, etc.

3.1 The Service shall be provided for the period which the Customer selects in conjunction with ordering, commencing on the date on which Loopia issues confirmation. However, if the Agreement has been entered into at a distance, e.g. over the Internet, the Customer shall be entitled to withdraw from the Agreement by notifying Loopia within 30 days of the date stated on the order confirmation.

3.2 Notwithstanding section 3.1, the right of withdrawal does not apply to the Service domain name if the Customer requests that Loopia shall fulfill the Agreement during the withdrawal period or if the customer starts using the Service, for example, by paying the advance invoice or by logging in to Loopia Customer Zone.

3.3 The Agreement terminates either through notice of termination or through failure to pay for the coming period. The best way of giving notice of termination is by logging in to Loopia Customer Zone. Notice of termination can also be given by email or post, using the forms which are available on Loopia's website. Where notice of termination is not given through Loopia's Customer Zone, the Customer number and personal identification or company registration number must be stated.

3.4 Any request by the Customer to change a subscription period must be received by Loopia not later than on the date on which the current subscription period ends. Any outstanding invoices must also be paid. Any change of the subscription period shall enter into force when Loopia sends an invoice with confirmation that the change of the subscription period has been made.

3.5 Either party shall be entitled to give written notice of termination of the Agreement, by email or post, with immediate effect if: (1) the other party commits a material breach of contract and, to the extent rectification is possible, fails to cure the breach within 14 days after a written demand to do so with reference to this section; or (2) a party is placed into bankruptcy or liquidation, is the subject of composition proceedings, or is otherwise clearly insolvent. Moreover, Loopia shall be entitled to terminate the Agreement with immediate effect

if it can reasonably be believed that continued dissemination of information in the Service is in violation of the law or any regulation issued by a public authority, if Loopia is caused operational disruptions which can reasonably be believed to be the result of defects or technical disruptions attributable to the Customer, or if the Customer abuses Loopia's support.

3.6 In all cases in which Loopia is entitled to terminate the Service with immediate effect, Loopia shall also be entitled to discontinue the Service pending further investigation. Loopia shall also be entitled to discontinue the Service as a result of any police report, investigation, dispute or similar in respect of the Service where Loopia determines that this is necessary in order to prevent any continued criminal activity or modifications which can impede such matter. Loopia shall also be entitled to discontinue the Service if the Customer's installation is outdated or contains security loopholes. Loopia shall also be entitled to update the Customer's installation without giving notice thereof.

3.7 Loopia shall be entitled to give notice that the Service has been terminated on the Customer's website or by email. The Customer shall be charged a startup fee in conjunction with reactivation of the Service.

§ 4 Fees for the Service

4.1 Fees for the Service shall be paid in advance against invoice. Payment shall be made not later than 30 days after the invoice date and before the Service expires. The Customer shall ensure that the correct OCR number is given on the payment so that the matching of payment against proper invoice can be done.

4.2 Prior to each new contract period, if the Service can and will be renewed by Loopia, Loopia shall send at least one invoice for renewal of the Service. Loopia shall not be responsible for renewing the Service where the Customer fails to pay the invoice for renewal prior to expiry of the Service and/or the due date of the renewal invoice, or fails to make full payment. In the event Loopia cannot renew the Service, the Customer shall be responsible for any renewal.

4.3 Loopia shall be entitled to close down the Service if the Customer fails to pay in due time, or fails to pay in full, provided that at least one written reminder or warning has been sent to the Customer either by email or post. Loopia shall be entitled to give notice that the Service has been terminated on the Customer's website or by email. The Customer shall be charged a startup fee in conjunction with reactivation of the Service.

4.4 The Customer shall notify Loopia as soon as possible if he/she believes that an invoice is incorrect. Where the Customer has objected to the invoice in due time and has provided substantive grounds for the objection to the charge, Loopia shall grant a grace period for payment of the disputed amount. If the grace period is granted, penalty interest on arrears shall be payable on such part of the amount in dispute which the Customer is obligated to pay.

4.5 Penalty interest on arrears shall be paid in accordance with the Interest Rate Act (1975:635) as from the due date and until payment in full is made.

4.6 Any change of fees may only enter into force in conjunction with a new subscription period. In order for any increase in fees to be valid, the Customer must be given written notice at least 30 days in advance by email, by post, or through information provided on Loopia's website. Advance notice of fee reductions does not need to be given.

4.7 Temporary promotional prices shall not affect fees for ongoing services.

4.8 Fees for domain names cannot be refunded.

4.9 In the event Loopia terminates the Service prematurely due to the Customer's breach of contract as set forth in section 3.5, no fees paid for any current or future period shall be refunded.

4.10 Any service which is not renewed due to a failure to pay and/or termination expires immediately, except domain name which becomes dormant and subject to a quarantine period of up to 90 days before being deregistered. During such time, the Customer may pay a fee to reactivate the Service.

4.11 Incorrect payment by the Customer, such as overpayments, payments on credit invoices, and so forth, shall be registered as a credit on

the Customer's account. The credit may be used for payment of future invoices. If the Customer has not used his credit within two years from the date when the payment was registered on the Customer's account, it expires, unless the Customer is to be regarded as a consumer in accordance with the Distance and Off-Premises Contracts Act (SFS 2005:59) and the credit exceeds SEK 1 000. Unexpired credit shall be refunded at the Customer's request.

4.12 Payment for LoopiaPREPAID shall be registered as a credit on the Customer's account and may be used for payment of future invoices within 2 years, at which time the credit will expire. LoopiaPREPAID cannot be refunded.

§ 5 Assignment of the Service, etc.

5.1 The Customer may assign the Service following Loopia's consent. Any assignment shall be implemented pursuant to the rules applicable from time to time. Information may be obtained from Loopia's website, www.loopia.se. An assignment may enter into force commencing the date on which Loopia notifies the Customer that consent to the assignment has been given. The withdrawing party shall be liable to make payment on obligations which arose before the assignment was implemented. The acceding party shall be liable to make payment on obligations which arose after the assignment was implemented. The withdrawing party shall be obligated to pay any outstanding debts to Loopia before the acceding party can take over the Service.

5.2 The Customer shall not be entitled to pledge any or all of its rights and/or obligations under the Agreement to any third party without Loopia's consent.

5.3 Loopia may assign the Service to another company which may reasonably be expected to fulfill Loopia's rights and obligations to the Customer.

§ 6 Loopia's liability

6.1 Loopia and/or any retained subcontractor shall be entitled to take measures which affect the availability of the Service where necessary for technical, maintenance, operational, or security reasons or due to any law, decision by a public authority, or decision taken by an accredited registrar for the relevant top-level domain name or such registrar appointed by an accredited organisation. No compensation shall be paid for unavailability during maintenance.

6.2 Loopia shall be liable for defects in the Service only to the extent it fails to meet the agreed specifications. Insignificant deviations as well as any limitations on availability which Loopia is entitled to make pursuant to these general terms and conditions shall not be regarded as a defect.

6.3 If, as a result of a defect caused by Loopia, the Customer has not been able to use the Service, the Customer shall be entitled to a reduction of the applicable fee which corresponds to the scope of the defect. Such reduction shall be made taking into consideration the time during which the defect existed in relation to the fee applicable to the Service. Any claim for a reduction must be made in writing not later than 30 days after the defect has been rectified.

6.4 Loopia shall be liable only for losses caused through Loopia's negligence and, except in case of intentional acts or gross negligence, any liability in damages shall be limited to direct loss in an aggregate amount corresponding to fees for the applicable subscription period. Loopia shall not be liable for indirect losses such as loss of profit, lost sales, loss of information, or corruption of information due to a third party's unauthorised hacking of Loopia's computer resources.

6.5 The amount limit set forth in section 6.4 shall not apply with respect to a Customer who is deemed to be a consumer according to the Distance and Off-Premises Contracts Act (SFS 2005:59).

6.6 In order to be valid, any claim for damages must be made within a reasonable time after the Customer discovered or should have discovered the grounds for the claim.

6.7 Loopia shall not delete customer information while the Service is active unless the Customer has requested, in writing, that the information is deleted and has confirmed its identity. However, Loopia reserves the right, for system technical reasons, to move the information to another media. However, product specific information shall be deleted upon downgrading or assignment of the Service. Information belonging to a specific domain name is deleted when erasing a domain name of the Service.

6.8 Irrespective of whether Loopia provides backups, there is no guarantee that backup

copies will work correctly and that content will be fully restored or formatted correctly. The Customer shall be solely liable for ensuring separate backup of all data which the Customer does not want to lose.

6.9 From time to time, Loopia may stop supporting aspects of the Service (known as "End of Life"). When components of the Service reach an End of Life, Loopia shall replace them with comparable components if possible. An End of Life is not a breach of the Agreement.

6.10 Loopia treats all customer information as confidential and in accordance with the Data Protection Act (1998:204). The Customer agrees that Loopia is entitled to publish information in accordance with the "whois" policy for each registry for different TLDs (TopLevelDomain), to provide information to any public authority requesting such information on the basis of law, and to provide necessary information in conjunction with any dispute resolution such as ATF, ADR, or UDRP. Loopia shall be entitled to review all information which is handled in the Service in order to perform its rights and obligations under the Agreement.

§ 7 The Customer's liability

7.1 The Customer shall be liable, vis-à-vis Loopia, to ensure that information which is handled within the Service does not constitute an infringement of any third party rights or otherwise violate applicable Swedish legislation.

7.2 The Customer undertakes not to use resources or seek unauthorised access to any such system of Loopia or its retained subcontractors which are not intended for the Customer, not to otherwise act in violation of applicable legislation in conjunction with its use and/or registration of the Service, and not to spread computer viruses or any other form of malicious code.

7.3 The Customer undertakes to use the Service in a manner which maintains security for Loopia's services and network, e.g. through uploading software which is proven to be safe, installing patches, and not sharing passwords.

7.4 Where a third-party user provides information on websites which are covered by the Service, the Customer shall monitor the information and ensure that continued dissemination is prevented as per the requirements of applicable legislation.

7.5 The Customer shall ensure that sexually explicit information does not appear on webpages which are covered by the Service. Domain names which are included in, and administered by the Service may also not point to, be transferred to, or otherwise be related to sexually explicit material.

7.6 The Customer shall ensure that the domain names which are added to and administered under the Service belong to the Customer.

7.7 The Customer shall always have correct, updated information, including contact information, on file with Loopia which can identify the Customer. The websites shall clearly identify the physical person or legal entity which is responsible for publication of the pages.

7.8 The Customer confirms the obligations which ICANN or any other top-level registrar may impose on Loopia as agent for registration of domain names. The Customer further confirms that the top-level domain name registrar shall be held harmless against all claims which are attributable to domain names which are registered under such top-level domain name. Loopia shall bear no liability whatsoever for transfer, closure, or any other matter which may affect the domain service and which is required under the conditions stipulated by ICANN or any other top-level domain registrar.

7.9 The Customer shall use Loopia Customer Zone or other tools approved by Loopia in order to administer their users in respect of the Service. Under no circumstances shall the Customer use any other portal for this purpose since this can cause errors at the Customer and at Loopia. In the event such errors arise, the Customer shall be responsible for rectifying such errors without delay. The aforementioned shall also apply if Loopia discovers defective handling and demands rectification by the Customer.

7.10 The Customer may delegate operation of web design, updates, and so forth to another physical person or legal entity. However, this shall not constitute a limitation of the Customer's liability under the Agreement.

§ 8 Amendment of the Agreement

8.1 Loopia shall be entitled to make any amendment of these general terms and conditions, which shall enter into force 30 days after the new general terms and conditions have been published and notice thereof has been given to the Customer. The Customer shall always be entitled to terminate the Agreement effective on the entry into force of the amendment of the terms and conditions.

§ 9 Miscellaneous

9.1 Any dispute regarding the interpretation or application of the Agreement shall be resolved by a Swedish court applying Swedish law.

9.2 Any dispute between the Customer and a third party as a result of a registered domain name shall be handled in accordance with the policy, applicable from time to time, established by the relevant registry. Loopia applies ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") applicable from time to time. Loopia does not offer administrative services or assistance beyond the requirements imposed upon Loopia by the relevant registry agreement and/or agent agreement.

9.3 In the event a party is prevented from fulfilling its undertakings under the Agreement due to circumstances over which the party had no control, such as lightning strikes, labour market conflict, fire, confiscation, public authority provisions, or defects or delays in service from subcontractors due to a circumstance stated herein, this shall constitute a force majeure event which results in postponement of the time for performance. In the event performance of the Agreement has been impeded to a material extent for a period in excess of one month due to a circumstance stated above, either party shall be entitled to withdraw from the Agreement and shall incur no compensation liability.

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