General terms, domain names

§ 1 General

1.1 These conditions govern the relationship between customer and Loopia AB, reg. No. 556633-9304 (hereinafter called Loopia), with regard to registration of domain names (hereinafter called "the Service").

§ 2 Domain names

2.1 The contents of the Service are specified in a separate order confirmation/invoice.

2.2 Domain names registered in the customer's name are owned by the customer. Loopia reserves the right to act as the administrative, technical and/or billing contact for the domain name to the extent Loopia considers necessary.

2.3 Loopia has the right to sign all the domain names registered with Loopia by the customer with the security extension DNSSEC. If the customer do not want to use this extension the customer may disable it inside Loopia customer zone.

§ 3 Agreement period

3.1 The customer's order is binding. An agreement is concluded when the confirmation is issued by Loopia.

3.2 A customer who is a Consumer under the Distance and Doorstep Sales Act (2005:59), has the right to cancel the agreement if it has been concluded at a distance, such as via the Internet, by notifying Loopia within 14 days, or seven office days from the date the customer receives the order confirmation ("Cancellation Period"). However, the right to cancel ends if the customer starts to use the Service during the Cancellation Period.

3.3 If the Consumer requests Loopia to fulfill the agreement during the Cancellation Period the right of cancellation ends. By starting to use the Service, for example, by paying the invoice or logging in to the Loopia Customer zone, the Consumer requests that the agreement is fulfilled. In such case, the domain name agreement can no longer be cancelled.

3.4 The agreement runs for 12 months at a time starting from the date the order confirmation is issued by Loopia.

§ 4 Fees for the service

4.1 Fees for domain name registration should be paid in advance against invoice via bank transfer or credit card. Payment must be made within 30 days after the invoice date, and before the service expires.

4.2 Prior to a new agreement period Loopia sends out at least one invoice for the renewal of the domain name if it could and should be renewed by Loopia. Loopia is not responsible for any domain name that is not renewed because the customer has not paid an invoice for renewal before the due date on the invoice.

4.3 The customer shall promptly notify Loopia if an invoice is considered incorrect. If the customer has objected to the invoice within reasonable time and with a stated cause, Loopia shall allow deferred payment of the disputed amount.

4.4 Fee adjustments can only take effect at the start of a new subscription period. A fee increase is only valid if it has been notified on Loopia's website at least 30 days in advance. A fee reduction does not require advance notice.

4.5 Upon notice of a fee increase, the customer is entitled to terminate the agreement effective on the day of increase.

4.6 Temporary promotional prices do not affect current agreements.

4.7 Fees for domain names cannot be refunded.

4.8 Upon termination by the customer or Loopia due to violation of the terms, paid fees are not refunded for the current or future period.

4.9 If the service is not renewed due to non-payment and/or termination immediately runs into a quarantine period of 30 to 90 days. During this time, the owner can re-activate the service according to the current fee. The fee varies depending on the TLD.

§ 5 Loopia's rights and obligations

5.1 Loopia has the right to take actions that affect the availability of the Service if necessary for technical or safety reasons, or because of operational reasons, maintenance or operation of law, administrative decisions or decisions by or on behalf of the registry of the relevant top-level domains.

5.2 Loopia is responsible only for damage caused by negligence. Loopia's liability is, except in case of intent or gross negligence, limited to an amount equivalent to the fees applicable for the current agreement period. Loopia is not responsible for indirect loss or loss of information. For the avoidance of doubt, Loopia is not liable for any distortion of information caused by a to third party's unauthorized intrusion into Loopia's computer resources.

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5.3 The monetary threshold specified in paragraph 5.2, second sentence, does not apply in relation to a customer who is considered a Consumer under the Distance and Doorstep Sales Act (2005:59).

5.4 Loopia undertakes to handle all customer information as confidential and in accordance with the Data Protection Act (1998:204), in order to protect the customer's privacy. However, Loopia has the right to publish information under the top level registrars' "whois" policy and to disclose information to any authority requesting it according to law.

§ 6 The customers rights and obligations

6.1 The customer shall keep Loopia indemnified against damage caused by the customer's actions in violation of applicable laws, such as infringement of third party intellectual property rights.

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6.2 The customer agrees not to seek unauthorized access to parts of Loopia's or hired subcontractors system that are not intended for the customer, or in other ways act in violation of applicable laws in his use and/or registration of domain names, and not to distribute computer viruses or any other form of malicious code.

6.3 Loopia has the right to suspend the Service and/or terminate this agreement with immediate effect and claim damages (i) if the customer uses the Service to distribute information contrary to law, (ii) if the information is otherwise clearly in conflict with the terms of this agreement, or (iii) if Loopia is subject to disturbances due to technical defects or interference related to the customer. Loopia has the right to examine all information that is handled in the Service in order to carry out its rights and obligations under this agreement.

6.4 The customer must have correct, updated information registered so that a "whois" service can identify the customer correctly and with the necessary contact information.

6.5 The customer may not assign or sell all or part of the Service to any third party without the written permission of Loopia.

6.6 The customer is responsible for having appropriate rights to the domain names entered into and administered under the Service. Domain names with a different owner than the customer may be deleted from the service.

6.7 The customer undertakes not to submit or in any way participate in bringing in pornographic information to web pages covered by the Service. Domain names that are covered and administered by the Service may not be directed to, forwarded to, or similar to pornographic material.

6.8 The customer confirms any such obligations that ICANN or any other top-level domain registrar imposes on Loopia

as agent for domain name registration. Customer also acknowledges that the TLD registrar concerning .net and .com will be held harmless for any claims related to the domains registered under these top level domains. Loopia shall not be held responsible for the transfer, shutdown or other acts affecting the domain service as required by the terms as ICANN, or other TLD, stipulate.

§ 7 Third party registrations

7.1 A third party registration means a registration where contact for technical and/or billing information is different from primary contact information (domain name holders).

7.2 Domain names registered for the benefit of third parties may not be directed away from Loopia until 60 days after the registration date and after the invoice is paid.

7.3 If Loopia detects such activity Loopia will charge a fee of SEK 500 + VAT per domain name that has been directed away from Loopia. This fee will be billed to a third party registrant.

7.4 Third party registrants may not register domain names for customers by identifying themselves as domain name holders in order to circumvent the provisions in 7.1 – 7.3. If Loopia detects such activity, the registrations will be classified as third party registrations and fees will be charged accordingly.

7.5 Third party registrants must always register information about the customer so that a "whois" service can identify the end user in a proper manner and with the necessary contact information.

§ 8 Force majeure

8.1 If one party is prevented from fulfilling its obligations under this agreement due to circumstances that the party could not foresee or control, such as lightning strikes, labor disputes, fire, seizure, civil unrest, or failure by a subcontractor due to circumstances stated herein, such circumstance shall

constitute relief which shall postpone the time for performance. If performance has been substantially prevented for more than one month, each party shall be entitled to terminate this agreement.

§ 9 Dispute

9.1 Disputes regarding the interpretation or application of this agreement shall be settled by Swedish courts according to Swedish law.

9.2 Disputes related to registered domain names are handled in accordance with the policy decided by each TLD. Loopia applies the ICANN Uniform Domain Name Dispute Resolution Policy ("UDPR"), as it applies from time to time, for all .com, .net and .org registrations and renewals, please see http://www.icann.org/en/dndr/UDRP/policy.htm. Loopia does not offer administrative services or assistance beyond the duties Loopia under its registrar agreements. All disputes between the customer and Loopia should be handled in accordance with Article 9.1.

§ 10 Amendments to the agreement

10.1 Loopia is authorized to make changes to this agreement effective 30 days after the new terms have been published and notified to the customer. The customer always has the right to terminate the agreement as a result of the changes in terms.

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