

# General Terms, LoopiaDNS

## § 1 General

1.1 These terms & conditions regulate the relationship between the Customer and Loopia AB, corporate ID number 556633-9304 (hereinafter referred to as Loopia), with regard to the DNS service (hereinafter referred to as LoopiaDNS).

## § 2 LoopiaDNS

2.1 The contents of LoopiaDNS are specified on Loopia's website.

2.2 Loopia has the right to change the scope and content of LoopiaDNS, or to discontinue part or parts of LoopiaDNS if it is warranted for technical reasons that are beyond Loopia's control, or on account of law or other statutory regulation. The Customer always has the right to terminate the Agreement in the event of such a change.

## § 3 Agreement Period

3.1 The order is binding. An Agreement is deemed to have been entered into when a confirmation is issued by Loopia.

3.2 A Customer who shall be deemed to be a Consumer according to the Swedish Distance and Doorstep Sales Act (2005:59), has the right to withdraw from the Agreement if it has been entered into at a distance, for example via Internet, by notifying Loopia of such withdrawal within 14 days, or within 7 working days of the day on which the Customer receives the order confirmation (the "Withdrawal Period"). However, this right of withdrawal no longer applies if the Customer has begun to use LoopiaDNS during the withdrawal period.

3.3 The Subscription runs according to the period that the Subscriber has chosen in conjunction with the order, starting on the date on which a confirmation has been issued by Loopia.

3.4 The Agreement expires by way of termination or in the event of non-payment for the upcoming period. Termination can be carried out via Loopia Customer zone. Termination can also be carried out via fax, email or letter by using, for example, the form that is available for download from Loopia's website. The customer number and domain

name or corporate ID number/personal ID number/user name shall be stated when terminating LoopiaDNS. In the event of non-payment the account will be downgraded to LoopiaDOMAIN.

## § 4 Fees

4.1 Fees for the Subscription are payable in the form of payment in advance against invoice via Bankgiro or credit card according to the period that the Subscriber has chosen in conjunction with the order. Payment shall be made no later than 30 days after invoice date.

4.2 Loopia will send out at least one invoice for renewal of the Subscription prior to the start of a new agreement period.

4.3 Loopia has the right to suspend the Subscription if the Subscriber fails to pay on time or has not made payment in full, provided that at least one written reminder or warning has been sent to the Subscriber, either via letter, fax or email. When a Subscription has been suspended, Loopia has the right to provide information about such suspension via the Subscriber's website or email.

4.4 Penalty interest will be charged, in accordance with the Swedish Interest Act, from the due date until full payment has been made.

4.5 The Subscriber shall inform Loopia as soon as possible if the Subscriber deems an invoice to be incorrect. If the Subscriber has registered an objection to an invoice in time and has provided reasonable grounds to question the amount invoiced, Loopia shall grant respite from the liability to pay the invoice until the dispute regarding the invoice amount has been resolved. If such respite is granted, penalty interest will be charged on that part of the disputed amount that the Subscriber is liable to pay.

4.6 Changes to fees can only come into effect in conjunction with a new Subscription period. In order for an increase in fees to be valid, the Subscriber must have received a written notification of the increase at least 30 days in advance via letter, fax or email, or

through information on Loopia's websites. A reduction in fees does not need to be advised in advance.

4.7 Temporary campaign prices do not affect ongoing subscription prices.

4.8 Fees for domain names are not refundable.

4.9 In the event of termination by the Subscriber or termination by Loopia on account of a breach of these terms & conditions, fees already paid for the current or upcoming period will not be refunded.

4.10 The Service expires immediately when not renewed due to non-payment and/or termination. During this time, the Customer can reactivate the Service (a reactivation charge must be paid in such case).

## § 5 Loopia's Responsibilities

5.1 Loopia has the right to take measures that affect the availability in LoopiaDNS if it is warranted for technical or security reasons, or on account of operational reasons, maintenance requirements or on account of law, statutory regulation or a decision made by the registration authority for relevant top-level domains or by an authorised person appointed by such a registration authority.

5.2 Loopia is responsible for faults in the Subscription that mean that the Subscription does not fulfil the agreed specification. The term "faults" in this context does not include insignificant discrepancies or restrictions on availability that Loopia has the right to impose in accordance with these terms & conditions.

5.3 If, as a result of a fault that has been caused by Loopia, the Subscriber has not been able to use the Subscription, the Subscriber has the right to a fee reduction equivalent to the scope of the fault in question. Such fee reduction shall be calculated with consideration for the length of time during which the fault has existed in relation to the applicable subscription fee. A fee reduction is not applicable in relation to maintenance requirements, measures taken for security reasons, decisions made by authorities or decisions made by the registration authority for relevant top-level domains. A request for a

fee reduction must be provided in writing no later than 30 days after the fault in question has been corrected.

5.4 Loopia is only responsible for losses or damages that are caused by negligence on the part of Loopia or a supplier that has been engaged by Loopia. Provided the loss or damage has not been caused by intent or gross negligence on the part of Loopia, Loopia's liability for damages shall be limited to direct losses totalling an amount that is equivalent to the fee for the applicable subscription period. Loopia is not responsible for indirect loss or damage such as the loss of information. Furthermore, Loopia is not responsible for the corruption of information due to a third party's unauthorised intrusion into Loopia's computer resources.

5.5 The limitation of liability set out in the second sentence of item 5.4 above does not apply in relation to a Customer who shall be deemed to be a Consumer according to the Swedish Distance and Doorstep Sales Act (2005:59).

5.6 Loopia treats all customer information as confidential and in accordance with the Swedish Personal Data Act (PUL), in order to safeguard the Customer's integrity. Loopia does, however, have the right to publish information according to the top-level registration authority's "whois" policy and to provide information to authorities whose request for such information is supported by law.

5.7 Loopia does not delete the Subscriber's information as long as the Subscription is active, unless the Subscriber requests in writing for Loopia to do so and has provided proof of identity. Loopia does, however, reserve the right to transfer information to other data media for technical system reasons. Furthermore, information that belongs to a specific domain name is deleted when the domain name in question is removed from the Service.

5.8 In order to be valid, a claim for damages shall be presented within a reasonable period of time after the time at which the Subscriber has become aware of, or should have become aware of, the grounds for the claim.

## **§ 6 The Customer's Responsibilities**

6.1 The Customer has a responsibility to Loopia to ensure that information that is handled within LoopiaDNS does not intrude on the rights of a third party or in any other way represent a breach of applicable legislation.

6.2 When information can be published by external parties on websites that are covered by LoopiaDNS, it is the Customer's responsibility to conduct sufficient supervision of such information as is necessary to prevent the continued spread of the information according to the requirements that are stipulated in applicable legislation.

6.3 The Customer undertakes not to utilise resources or seek unauthorised access to Loopia's systems when such resources and systems are not intended for use by the Customer. Furthermore, the Customer undertakes not to in any other way act in violation of applicable legislation during its use of LoopiaDNS and not to spread computer viruses or any form of malicious software.

6.4 Loopia has the right to immediately prevent the continued spread of information in LoopiaDNS if it can be reasonably assumed that the continued spread of such information represents a violation of applicable law or other statutory regulation, or if the information otherwise is clearly in breach of the terms & conditions of this Agreement. The same applies if Loopia suffers operational disturbances that can reasonably be assumed to depend on faults or technical disruptions that are attributable to the Customer. Loopia has the right of access to all information that is handled in LoopiaDNS in order to be able to fulfil its rights and obligations according to this Agreement.

6.5 The Customer may not transfer or sell parts of LoopiaDNS to a third party without written permission from Loopia.

6.6 The Customer is responsible for ensuring that information of a pornographic nature does not appear on websites that are covered by LoopiaDNS. Furthermore, domain names that are covered and administered

by LoopiaDNS may not point to, forward the user to or similarly be directed to pornographic material.

6.7 The Customer is responsible for ensuring that the domains that are added to and administered under the Service belong to the Customer. Domain names that are owned by someone other than the Customer may be deleted from the Service.

6.8 Loopia has the right to suspend the Subscription and/or terminate the Agreement with immediate effect, and to make a claim for damages, if it can be reasonably assumed that the continued spread of information represents a violation of applicable law or other statutory regulation, or if the information otherwise is clearly in breach of the terms & conditions of this Agreement. The same applies if Loopia suffers operational disturbances that can reasonably be assumed to depend on faults or technical disruptions that are attributable to the Subscriber. Loopia has the right of access to all information that is handled in the Subscription in order to be able to fulfil its rights and obligations according to this Agreement.

6.9 The Subscriber shall always have correct and up-to-date information registered with Loopia that can enable identification of the Subscriber, including necessary contact information.

6.10 The Customer is responsible for ensuring that the Customer is at least 18 years of age at the time of order.

## **§ 7 Force Majeure**

7.1 If a party is prevented from fulfilling its obligations according to this Agreement on account of circumstances over which the party has no control, such as a lightning strike, labour conflict, fire, embargo, statutory regulations or fault or delay in a service provided by a supplier on account of a circumstance similar to those named above, this shall represent grounds for relief that entail a postponement of the point in time by which the party must fulfil its obligations. If the performance of this Agreement has been significantly hindered for longer than a month on account of circumstances such as those named above, each party has the

right, without giving rise to any liability for compensation, to withdraw in writing from this Agreement.

## **§ 8 Disputes**

8.1 Disputes regarding the interpretation or application of this Agreement shall be resolved by a Swedish court in accordance with Swedish law.

## **§ 9 Changes to this Agreement**

9.1 Loopia has the right to make changes to these General Terms & Conditions, such changes to come into effect 30 days after the new terms & conditions have been made public and notified to the Customer. The Customer always has the right to give notice of cancellation of this Agreement when such changes to the terms & conditions come into effect.

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