

GENERAL CONDITIONS

1. INTRODUCTION

- 1.1 These general conditions constitute the conditions for the contract for services that you have concluded with Nictrade, according to a separate document drawn up in writing, in which reference is made to these general conditions.
- 1.2 These general conditions are only available on Nictrade's website <http://www.nictrade.se/policies/>.
- 1.3 In these general conditions, reference is made to Nictrade's website, as applicable, Uniform Domain Name Dispute Resolution Policy, Sunrise Dispute Resolution Policy, The Start-Up Dispute Resolution Policy and The Restriction Dispute Resolution Criteria and Rules. All of the documents mentioned here supplement these general conditions and constitute part of the content of the contract.
- 1.4 Nictrade is an accredited registrar with Internet Corporation for Assigned Names and Numbers (ICANN). Nictrade is therefore entitled to unilaterally modify this contract and these conditions in such a way as may be necessary to enable Nictrade to perform its obligations in relation to ICANN.

2. CHARGES

- 2.1 The charges that you must pay to Nictrade are specified in the written contract referred to sub-clause 1.1 above.

- 2.2 If Nictrade's costs for your domain registration and its maintenance, or other costs comparable therewith payable to the registry operator or ICANN or to any other regulatory body, should increase or any further charges, taxes or other levies should be introduced, Nictrade is entitled to adjust the fees agreed under sub-clause 2.1 above so that Nictrade will receive full compensation.
- 2.3 Such adjustment of charges referred to in sub-clause 2.2 above does not entitle you to discontinue an ongoing contractual relationship.
- 2.4 Except for that specially provided under sub-clause 10.3 below, Nictrade is not in any case liable to repay charges paid by you.
- 2.5 The cost for restoring a domain from redemption period is 500 SEK.

3. DEFAULT IN PAYMENT

- 3.1 In the event of default or failure to pay registration or renewal charges, supplementary charges according to sub-clause 2.2 above or any other charges referable to your domain registration, all the intangible and other rights that you may have had to the Domain Name transfer to Nictrade immediately and without any entitlement for you to receive payment, and Nictrade is thereafter entitled to the exclusive right to use and control the Domain Name.
- 3.2 The provisions contained in sub-clause 3.1 above do not entail any release for you to pay the contractual charges.
- 3.3 After the right to your Domain Name has transferred to Nictrade in accordance with sub-clause 3.1 above, Nictrade is not under any obligation to retransfer the Domain Name to you, regardless of whether

full payment has been made thereafter.

4. REPRESENTATIVE AND LICENSES

4.1 If a Domain Name is registered by Nictrade as a consequence of a contract that has been concluded by your representative or by staff employed by you, you are bound by this contract, regardless of the apparent authority or actual authority that the representative or the employee may have held.

4.2 If you license the use of a Domain Name to a third party, you are nonetheless the Registered Name Holder of record and are responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm.

4.3 You are not entitled to assign your rights and obligations under this contract to another.

5. PROVISION OF INFORMATION

5.1 As a part of the registration process, you are liable to provide certain information and thereafter update this information to keep it current, complete and correct. This information includes (i) your full name, postal address, e-mail address, telephone number and fax number, if applicable; (ii) the name of an authorised contact person if the party

registered is an organisation, association or a business; (iii) IPAddresses to the primary name server and any secondary name servers for the Domain Name; (iv) respective names of these name servers; (v) full name, postal address, e-mail address, telephone number and telefax number, if applicable, to the technical contact person for the Domain Name; (vi) full name, postal address, e-mail address, telephone number and telefax number, if applicable, to the administrative contact person for the Domain Name; (vii) full name, postal address, e-mail address, telephone number and telefax number, if applicable, to the zone contact for the Domain Name.

5.2 If you provide inaccurate, inadequate or in any way unreliable information, or fail to keep the information continuously updated or if you fail within 15 calendar days to answer an enquiry from Nictrade concerning information of the kind referred to in sub-clause 5.1 above, all rights to the Domain Name transfer immediately to Nictrade in accordance with the provisions on default in payment contained in subclause 3.1 above.

5.3 After the right to a Domain Name has transferred to Nictrade in accordance with sub-clause 5.2 above, Nictrade is not under any obligation to retransfer the Domain Name to you, regardless of what information you may thereafter have provided.

6. USE OF INFORMATION PROVIDED

6.1 Nictrade is entitled to make available to ICANN, the registry operator and other undertakings or bodies that ICANN may nominate, all the information that is received from you in accordance with clause 5 above or which Nictrade may otherwise possess.

- 6.2 Nictrade is also entitled to make the information that you submitted under clause 5 above freely available for inspection purposes, for thirdparty suppliers, for marketing or for other purposes required or allowed by ICANN.
- 6.3 Nictrade is entitled, at its own discretion, to process, systemise, distribute or otherwise deal with such information as is provided by you in accordance with clause 5 above within the framework referred to in sub-clauses 6.1 and 6.2 above.
- 6.4 You are entitled to have access to the information that Nictrade possesses owing to your domain registration for examination, modification or updating via domain management services or similar services available on Nictrade's website <http://www.nictrade.se/>.
- 6.5. Nictrade is liable to deal with information received from you and which relates to an identifiable natural or legal person in accordance with the purpose stated in this contract.
- 6.6 Nictrade shall implement reasonable measures to protect the information that is received from you from misuse, unauthorised access or use contrary to the purpose of this contract. Provided that the said measures are implemented by Nictrade, Nictrade doesnot bear any liability in relation to you for the use of the information.
- 6.7 You represent that notice has been provided equivalent to that described in the clauses 5 and 6 to any third-party individuals whose Personal Data are supplied to Nictrade by you, and that you have obtained consent equivalent to that referred to in the clauses 5 and 6 of any such third-party individuals.

7. DISPUTE POLICY

7.1 For disputes concerning Domain Names, the Uniform Domain Name Dispute Resolution Policy produced by ICANN, referred to below as 'the Policy', shall be applied exclusively. The Policy is available at <http://www.icann.org/udrp/udrp.htm>.

7.2 All disputes concerning the right to use your Domain Name shall be dealt with in accordance with the Policy.

7.3 You are bound by the Policy applied from time to time and the Policy shall be applied with the wording that applied at the time when a claim was for the first time presented against your Domain Name.

8. RECTIFICATION

8.1 You are liable to rectify any deficiency or failure to satisfy your obligations under this contract within 30 days of notice thereof being received from Nictrade.

8.2 If rectification does not occur within the period referred to in sub-clause 8.1 or if new failures arise to an extent that Nictrade cannot reasonably accept, all rights to the Domain Name immediately transfer to Nictrade in accordance with the provisions on default in payment contained in sub-clause 3.1 above.

8.3 After the right to your Domain Name has transferred to Nictrade in accordance with sub-clause 8.2 above, Nictrade is not under any obligation to retransfer the Domain Name to you, regardless of what measures you may have implemented.

8.4 The above-mentioned time limit for rectification does not apply in the event of a default in payment, according to clause 3 above, or defaults in the provision of information, according to clause 5 above, for which situations special provision is made.

9. REVOCATION OF REGISTRATION, ETC.

9.1 You accept without reservation that your registration of the Domain Name may be the subject of suspension, annulment or transfer according to the policies applied from time to time by ICANN or registrar or registry operators, with the aim of either rectifying errors or faults committed by Nictrade, other registrars or registry operators when registering a Domain Name or when resolving disputes concerning the Domain Name.

9.2 Nictrade is entitled at its own discretion to suspend, delete, revoke, transfer or modify your domain registration if such a measure is ordered and corresponds with a determination made by a court or an arbitration board or a decision by public authority that has entered into legal force.

9.3 Information about the expiration of a domain is given to the current registrant of the domain as given at <http://nictrade.se/front/expiry.do>

10. RIGHT TO REFUSE PARTICIPATION

10.1 Nictrade reserves the right, at its own discretion, to refuse to register a Domain Name chosen by you.

10.2 Nictrade reserves the right, at its own discretion, to delete your registered Domain Name, provided that this is done within 30 days from the Domain Name being registered.

10.3 If Nictrade refuses to register a Domain Name or deletes a Domain Name in accordance with sub-clauses 10.1 and 10.2 above, Nictrade is liable to repay any charges paid.

10.4 Nictrade does not bear any liability for a refusal to register a Domain Name or deletion of a Domain Name, except as provided in sub-clause 10.3 above.

11. AMENDMENT OF CONTRACT CONTENT

11.1 Nictrade is entitled to unilaterally amend the terms of these general conditions and of associated supplementary policies. Each such amendment enters into force when it is published on Nictrade's website <http://www.nictrade.se/policies/>.

11.2 Nictrade does not bear any liability in relation to you as a result of an amendment of the conditions of contract.

12. INACTIVE DOMAIN NAME

12.1 If your Domain Name is parked on Nictrade's server but is not in active use, Nictrade is entitled to refer such Domain Name to a temporary website designed by Nictrade without consulting you.

12.2 It is always possible for you, on your own initiative, to activate the domain via the domain management service available on Nictrade's website <http://www.nictrade.se/>.

13. LIMITATION OF LIABILITY

13.1 Nictrade does not bear any liability in relation to you or anyone else for damage that may arise owing to

- the registration of a Domain Name
- the use of a Domain Name
- access delays or disruptions in access of Nictrade's registration system
- failure to deliver or defective delivery of data between you and Nictrade
- processing of information in conjunction with your Domain Name
- application of the dispute policy
- events that Nictrade could not reasonably have anticipated or influenced

13.2 Nictrade is not in any event liable for indirect damage or other consequential damage of any kind, including loss of commercial profit, regardless of negligence and/or intent or the nature of the damage.

13.3 Nictrade's liability in damages is under all circumstances limited to SEK 3,500.

14. LIABILITY TO PAY COMPENSATION

14.1 You are liable to indemnify and hold harmless Nictrade, its subsidiaries, business partners and every registry operator including and without limitation, ICANN, VeriSign, Inc., Afilias Limited, NeuLevel, Inc. and Public Interest Registry and their respective subsidiaries and branches and each and every one of their directors, officers, employees and representatives from and against all demands, measures, losses, damage, expenses and costs, including reasonable attorneys' fees and other charges that emanate from or are related to your Domain Name registration. Moreover, for costs based on your failure to perform this contract including its Policies and for claims presented by third parties that are connected with a Domain Name or use thereof.

15. WARRANTIES

- 15.1 You warrant that neither the registration nor use of your Domain Name in the way that it is used, either directly or indirectly, constitutes any violation of the intellectual property rights or other rights of another.
- 15.2 You warrant that all information provided by you in conjunction with the registration of the Domain Name is complete and correct and that you have full authority to conclude this contract.
- 15.3 Nictrade has not provided any warranties or made any commitments that are not expressly specified in this contract.
- 15.4 Nictrade's registration of your Domain Name does not give you any intellectual property right protection or other intellectual property right in relation to a third party, and Nictrade does not bear any liability for you being challenged by a third party for use of a the Domain Name.

16. APPLICABLE LAW

- 16.1 Swedish law shall apply to this contract, your rights and obligations and all documents that are subject to this contract, as if the contract was one contract that had been exclusively concluded and exclusively performed within Sweden. An action for performance of this contract or other action that is connected with this contract shall be instituted exclusively in Borås, Sweden. Notwithstanding the above provision, when determining disputes concerning the use of a Domain Name registered in accordance with this contract, the applicable law shall be that in and the proceedings shall take place in:
- a) the domain holder's country of residence

- b) where Nictrade's Head Office is currently located in Borås,
Sverige

17. OTHER PROVISIONS

- 17.1 Should any provision in this contract or part thereof be found invalid, this shall not mean that the contract in its entirety is invalid but Nictrade shall, to the extent that the invalidity fundamentally affects the benefit of or performance by a party under the contract, amend or substitute such provisions so that the contract to the greatest possible extent satisfies Nictrade's original purpose with the same.

18. FURTHER REGISTRATION REQUIREMENTS

18.1 INFO

The following conditions apply when registering a .INFO Domain Name. You are referred to as "The Registered Name Holder".

The Registered Name Holder consents to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Afiliat limited and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.

The Registered Name Holder agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Sunrise Dispute Resolution Policy ("SDRP"). These policies are subject to modification by Afiliat in its discretion.

The Registered Name Holder agrees to immediately correct and update the registration information for the Registered Name during the

registration term for the Registered Name. Failure to correct this information shall constitute a breach of this Agreement.

The Registered Name Holder acknowledges that Afilias limited, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.

18.2 BIZ

The following conditions apply for the registration of a .BIZ domain name. You are referred to as "The Registered Name Holder".

The registered name holder accepts that:

- a. The registered domain name will mainly be used for bona-fide business or commercial purposes and not (i) only for personal use; or (ii) only for purposes that (1) sell, trade with or lease domain names for reward, or (2) unsolicited offers to sell, trade with or lease the domain name for reward.
- b. The person registered with the domain name is entitled to enter into a registration contract; and
- c. The registered domain name is reasonably related to the operations of the registered person or intended commercial purposes at the time of the registration.

The registered person confirms that he/she has read and understood and agrees to be bound by the conditions contained in the following documents, with the amendments that may be made from time to time, which are hereby incorporated and constitute an integral part of this contract:

- (i) The Uniform Domain Name Dispute Resolution Policy, which is available at <http://www.icann.org/udrp/udrp.htm>;
- (ii) The Start-up Dispute Resolution Policy (“SUDRP”), which is available at <http://www.neulevel.biz/ardp/docs/stop.html>; and
- (iii) The Restrictions Dispute Resolution Criteria and Rules, which is available at <http://www.neulevel.biz/ardp/docs/rdrp.html>.