

## **GENERAL PROVISIONS**

### **1. INTRODUCTION**

1.1 These general regulations constitute contractual terms in the contract for services entered into by the Customer with Nictrade according to a separate written document, in which reference is made to these general regulations.

1.2 These general regulations are only available on Nictrade's website [www.nictrade.se](http://www.nictrade.se).

1.3 In these general provisions, reference is made to Nictrade's revision of the terms of agreement, the Uniform Domain Name Dispute Resolution Policy, the Sunrice Dispute Resolution Policy, The Start-Up Dispute Resolution Policy and The Restriction Dispute Resolution Criteria and Rules. All the documents mentioned above are supplementary to these general provisions and constitute contractual content.

### **2. FEES**

2.1 The fees the Customer has to pay to Nictrade appear in the written agreement stated in section 1.1 above.

2.2 If Nictrade's costs for the Customer's domain registration and maintenance of this or other comparable costs payable to registration administrators or ICANN or any other control body should be increased or any additional fee, tax or other charge should be introduced, Nictrade has the right to adjust it under section 2.1 above the agreed fee so that Nictrade receives full compensation.

2.3 Such adjustment of the fees specified in section 2.2 above does not give the Customer the right to break an ongoing contractual relationship.

2.4 With the exception of what is specifically stipulated in section 10.3 below, Nictrade is in no case obliged to refund fees paid by the Customer.

2.5 For the recovery of domain names from the redemption period, a one-time fee of SEK 1,000 is charged.

### **3. NON-PAYMENT**

3.1 In the event of 2 unpaid invoices for services covered in the general regulations, Nictrade may terminate the agreement in whole or in part until the end of the agreement period. In the event of a termination, the Customer risks losing the right to domains and domain names. The domain thus becomes open to another party. Nictrade then has no obligation to return the domain to the Customer after the end of the contract period.

3.2 What in section 3.1 stipulated above does not exempt the Customer from paying contractual fees incurred.

### **4. AGENTS AND LICENSES**

4.1 If a Domain Name is registered by Nictrade as a result of an agreement entered into by an agent for the Customer or by personnel employed by the Customer, the Customer is bound by this agreement regardless of what authority or authority the agent or the employee may have had.

4.2 The customer does not have the right to transfer the customer's rights and obligations under this agreement to Other.

## **5. PROVISION OF INFORMATION**

5.1 As part of the registration process, the Customer is required to provide certain information and subsequently update this information to keep it current, complete and accurate.

This information includes (i) Customer's full name, postal address, email address, telephone number and fax number, if applicable; (ii) the name of an authorized contact person if the data subject is an organization, association or business; (iii) the IP addresses of the primary name server and any secondary name servers for the domain name; (iv) the respective names of those name servers; (v) full name, postal address, e-mail address, telephone number and fax number if applicable, of the technical contact person for the domain name; (vi) full name, postal address, e-mail address, telephone number and fax number, if applicable, of the administrative contact person for the domain name; (vii) full name, postal address, e-mail address, telephone number and fax number if applicable, of the zone contact for the domain name.

5.2 If the Customer provides incorrect, incomplete or otherwise unreliable information, or fails to keep the information continuously updated or fails to respond to a request from Nictrade regarding information of the type referred to in section 5.1 above, the service can alternatively be terminated until the end of the contract period or the service is not extended after the contract has expired. In the event of a termination, the Customer risks losing the right to domains and domain names. The domain thus becomes open to another party. Nictrade then has no obligation to return the domain to the Customer after the end of the contract period

## **6. USE OF PROVIDED DATA**

6.1 Nictrade has the right to make all the information obtained according to p. 5 above from the Customer or that Nictrade may otherwise have, available to ICANN, the registry administrators and other companies or bodies that ICANN may designate.

6.2 Nictrade also has the right to freely make the information provided by the Customer p. 5 above available for inspection purposes, to third-party vendors, for marketing or other purposes requested or permitted by ICANN.

6.3 Nictrade has the right to, at its own discretion, process, systematize, distribute or otherwise handle such information provided by the Customer according to section 5 above within the framework specified in section 6.1 and 6.2 above.

6.4 The Customer has the right to access the information that Nictrade holds in connection with the Customer's Domain Registration for review, modification or updating via the domain management service or a similar service available on Nictrade's website [www.nictrade.se](http://www.nictrade.se).

6.5 Nictrade is obliged to process information received from the Customer and which refers to an identifiable natural or legal person in accordance with the purposes set out in this agreement.

6.6 Nictrade shall take reasonable measures to protect the information received from the Customer against misuse, unauthorized access or use contrary to the purpose of this agreement. Provided that the said measures have been taken by Nictrade, Nictrade bears no responsibility towards the Customer for the use of the information.

## **7. DISPUTE POLICY**

7.1 For disputes concerning domain names, the Uniform Domain Name Dispute Resolution Policy developed by ICANN, hereinafter referred to as the Policy, shall be applied exclusively. The policy can be found at <http://www.icann.org/udrp/udrp-rules-24oct99.htm>.

7.2 All disputes concerning the right to use the Customer's Domain Name shall be handled in accordance with the Policy.

7.3 Nictrade reserves the right to modify the Policy unilaterally and at any time.

7.4 The Customer is bound by the Policy in force at all times and the Policy must be applied in the wording that was at hand at the time the claim was first made against the Customer's Domain Name.

## **8. REMEDY**

8.1 The Customer is obliged, within 30 days from the notification to this effect received from Nictrade, to remedy any deficiency or failure to fulfill the Customer's obligations under this agreement.

8.2 If correction is not made within the time specified according to section 8.1 or new omissions occur to an extent that Nictrade should not reasonably accept, the service may alternatively be terminated until the end of the contract period or the service may not be extended after the contract has expired. In the event of a termination, the Customer risks losing the right to domains and domain names. The domain thus becomes open to another party. Nictrade then has no obligation to return the domain to the Customer after the end of the contract period

8.3 The above deadline for remedying does not apply in the event of non-payment according to section 3.

## **9. AGREEMENT PERIOD, etc.**

9.1. The agreement, which starts on the domain name's registration date, runs for 12 months. If the agreement is not terminated, signed in writing, by an authorized signatory no later than three (3) months before the end of the agreement period, the agreement is extended by 24 months with the same notice period. When transferring an existing domain name between two parties, the receiving party's agreement starts on the date the application is confirmed in writing by NICTRADE.

9.2 The Customer unreservedly accepts that the Customer's Domain Name registration may be subject to suspension, cancellation or transfer in accordance with the Policies applied from time to time by ICANN or registrar or registry administrators for the purpose of either correcting mistakes or errors committed by Nictrade, another registrar or registry administrator when registering a Domain Name or to resolve disputes concerning the Domain Name.

9.3 Nictrade has the right, at its own discretion, to suspend, delete, cancel, transfer or modify the Customer's domain registration if such action is ordered and complies with a legally binding ruling by a court or arbitration board or authority decision.

## **10. RIGHT TO REFUSE TO PARTICIPATE**

10.1 Nictrade reserves the right, at its own discretion, to refuse to register a domain name chosen by the Customer.

10.2 Nictrade reserves the right to delete the Customer's registered domain name at its own discretion, provided that this happens within 30 days of the Domain Name being registered.

10.3 If Nictrade refuses to register a domain name or deletes a domain name according to section 10.1 and 10.2 above, Nictrade is obliged to refund any fees paid.

10.4 Nictrade reserves the right at any time and at its sole discretion to refuse to register or delete a domain name that contains racist, discriminatory, pornographic or otherwise objectionable elements.

10.5 Nictrade bears no responsibility for refusal to register a domain name or deletion of a domain name beyond what is stated in clause 10.3 above.

## **11. CHANGE OF AGREEMENT CONTENT**

11.1 Nictrade has the right to unilaterally change the terms and conditions of these general regulations and supplementary Policies. Each such change comes into force when it is published on Nictrade's website [www.nictrade.se](http://www.nictrade.se).

11.2 If such a change to the terms and conditions as specified in section 11.1 above occurs and it involves a significant negative change for the Customer, the Customer has the right to cancel the registration or request that it be transferred to another domain name registrar.

11.3 Nictrade bears no responsibility towards the Customer due to changes to contractual terms beyond what appears in section 11.2 above.

## **12. INACTIVE DOMAIN NAMES**

12.1 If the Customer's Domain Name is parked on Nictrade's servers but is not in active use, Nictrade has the right, without the Customer's consent, to refer such Domain Name to a temporary website designed by Nictrade.

12.2 The customer has the opportunity to independently activate the domain via the domain management service available on Nictrade's website [www.nictrade.se](http://www.nictrade.se).

## **13. LIMITATION OF LIABILITY**

13.1 Nictrade bears no responsibility towards the Customer or anyone else for damages that may arise due to;

- the registration of a Domain Name
- the use of a Domain Name
- access delays or interruptions in access to Nictrade's registration system
- non-delivery or incorrect delivery of data between the Customer and Nictrade
- processing of data in connection with the Customer's Domain Name
- application of the dispute policy
- events that Nictrade does not couldreasonably foresee or influence

13.2 Nictrade is in no case liable for indirect damages or other consequential damages of any kind, including

lost trading profit, regardless of the cause or the nature of the damage.

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

## **14. INDEMNIFICATION**

14.1 Customer shall indemnify and hold harmless Nictrade, its affiliates, business partners and each domain registry including without limitation, ICANN, VeriSign, Inc., Afilias Limited, NeuLevel Inc., Hostek and Public Interest Registry and their respective affiliates and affiliates and each of their directors, officers, employees and agents from and against all claims, actions, losses, damages, expenses and costs including reasonable attorneys' fees and other expenses arising out of or in connection with Customer's domain name registration. Furthermore, for costs that have their basis in the Customer's failure to fulfill this agreement including its Policyies, as well as for claims made by third parties, which have a connection with a domain name or its use.

## **15. WARRANTIES**

15.1 The customer guarantees that neither the registration nor the use of the customer's domain name in the way it is used, directly or indirectly, constitutes any infringement of another's intellectual property rights or other rights.

15.2 The Customer guarantees that all information provided by the Customer in connection with the registration of the Domain Name is complete and correct and that the Customer has full authority to enter into this agreement.

15.3 Nictrade has not provided any guarantees or made commitments that are not expressly stated in this agreement.

15.4 Nictrade's registration of the Customer's domain name does not grant the Customer any intellectual property protection or other intellectual property right against third parties and Nictrade bears no responsibility for the Customer being attacked by third parties for the use of the Domain Name.

## **16. APPLICABLE LAW**

16.1 Swedish law shall be applied to this agreement, the Customer's rights and obligations and all documents covered by this agreement, as if the agreement were a contract that was exclusively entered into and exclusively fulfilled within Sweden. An action for performance of this agreement or another action related to this agreement must be brought exclusively in Borås, Sweden.

Regardless of what is stipulated above, when resolving disputes regarding the use of a domain name registered in accordance with this agreement, the law shall be applied and the proceedings shall take place in:

- a) the domain holder's home country
- b) where Nictrade's head office is currently located Borås, Sweden

## **17. OTHER PROVISIONS**

17.1 Should any provision in this agreement or part thereof be found to be invalid, this shall not mean that the agreement in its entirety is invalid, but to the extent that the invalidity significantly affects the exchange or performance of the parties under the agreement, Nictrade shall amend or replace such provision so that the agreement fulfills Nictrade's original purpose as much as possible.

## **18. ADDITIONAL REGISTRATION REQUIREMENTS**

### **18.1 INFO**

The following conditions apply when registering a .INFO domain name. The registered name holder consents to the use, copying, distribution, publication, modification or other processing of the registered name holder's personal data by Afilias Limited and their employees and agents, in a manner consistent with the purposes stated in accordance with their contract.

The Registered Name Holder agrees to submit to procedures undertaken under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and Sunrise Dispute Resolution Policy ("SDRP"). These policies are subject to modification by Afilias at its discretion.

The Registered Name Holder agrees to promptly correct and update the Registration Information of the Registered Name during the Registration Period of 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 of .INFO, shall have no liability of any kind for any loss or liability arising out of the proceedings or proceedings in connection with the Sunrise Period or the Land Rush Period, including without limitation: (a) a Registrant's ability or inability to obtain a Registered Name during those periods and (b) the outcome of any dispute regarding a Sunrise Registration.

### **18.2 BIZ**

The following conditions apply when registering a .BIZ domain name. The Registered Name Holder agrees that:

The Registered Domain Name will be used primarily for bona fide business or commercial purposes and not (i) solely for personal use; or (ii) solely for the purposes of (1) selling, trading or leasing the domain name for compensation or (2) unsolicited offer to sell, trading or leasing the domain name for compensation.

The domain name registrant has the right to enter into the registration agreement; and The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

The Registrant acknowledges that he/she has read and understood and agrees to be bound by the terms of the following documents, as amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

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