

General terms and conditions

These general terms and conditions constitute a schedule to the service provision agreement entered into by and between AB NAME ISP, corporate id No. 556589-1230, (hereinafter referred to as "NAME ISP") and the client. The terms and conditions include all ongoing and future commissions that NAME ISP has taken on or will take on behalf of the client and of legal entities in the same consolidated group as the client. The agreement with its schedules is hereinafter referred to as the "Agreement".

1. Scope and ordering of the service
 - 1.1 NAME ISP shall perform the agreed service in accordance with these terms and conditions and the specified service description agreed upon by the parties in writing.
 - 1.2 Should the description of the service consist of different documents and should the information in the documents be conflicting, the document that was drawn up latest shall have priority.
 - 1.3 Ordering of a service is binding once the client has accepted these terms and conditions. Acceptance of these terms and conditions takes place when the client places an order. Certain services also require acceptance of other terms and conditions than those that are set out in this document. NAME ISP undertakes to deliver such terms and conditions to the client for his approval in connection with his ordering.
 - 1.4 The client is specifically informed of the provisions of chapter 2 section 4 of the Distant Sales and Door-to-Door Sales Act whereby the client's right to reverse a purchase ceases to be valid once the order of the service has been received by NAME ISP and processing of the ordered service has commenced.
 - 1.5 NAME ISP reserves the right to do a customary credit rating of the client through a credit report. NAME ISP has the right to demand advance payment for future fees and expenses, alternatively to refuse to allow a physical person or a legal entity to become a client of NAME ISP, without stating the reason.
2. Performance and use of the service
 - 2.1 The client shall give NAME ISP access to all such information and documentation that is necessary for the performance of the service, which i.a. includes accurate contact information for the client. NAME ISP is not liable for problems or damages that arise due to the client's contact information being inaccurate or for the client not taking part of notifications from NAME ISP. The client shall also upon NAME ISP's request provide to NAME ISP such information and documents that NAME ISP reasonably deem necessary in order to monitor the client's compliance with this agreement.

- 2.2 NAME ISP has the right to take measures that affect availability of the provided service should it be required for reasons that are technical, that concern maintenance, operating or safety or on point of law, official order or decisions made by authorized registration unit at the relevant top level domains.
 - 2.3 The client is responsible for using the provided services in accordance with the laws and provisions in force concerning e.g. network invasions, unlawful distribution and publication of copyrighted material, unwanted e-mail advertising (so called spam) or other use that may be offensive or unacceptable.
 - 2.4 It is the client's responsibility that the services are not used in such a manner that they run the risk of damaging NAME ISP, other clients or a third party. In such cases, NAME ISP can completely or partially terminate the client's services. This applies regardless of whether the damage has been caused indirectly by the contents giving rise to overload or unlawful attacks from outsiders.
 - 2.5 NAME ISP has the right to remove, alter and prevent public access to all or parts of the client's accounts, in cases where they – according to NAME ISP:s assessment – violate acceptable use or where the client's use or operations is objectively under suspicion of being unlawful. Furthermore, NAME ISP has the right to lock the client's account and to report to the police in case of suspicion of criminal activities carried out through NAME ISP:s services.
 - 2.6 The client is fully responsible for any employees and others whom the client has given the possibility to use the service. Should it come to the client's knowledge that any of its employees or any other party is violating the provisions of this agreement, the client is liable to immediately take action and to inform NAME ISP of the violation. Failure to notify NAME ISP is considered to be a gross breach of contract with a right for NAME ISP to terminate the service and the agreement effective immediately.
3. Terms of payment
 - 3.1 Commissions are carried out on a current account, a fixed agreed price, or through an annual subscription according to NAME ISP:s current charging standards. NAME ISP has the right to freely and individually adjust the charging standards offered to the client, based on a continuously updated overall assessment.
 - 3.2 Invoicing is done weekly unless otherwise agreed upon. Invoices issued by NAME ISP are due ten (10) days after the invoice date set out on the invoice, unless otherwise agreed upon. The correct invoice address is considered to be the one stated by the client until NAME ISP has been informed of another address in writing.
 - 3.3 The client shall immediately notify NAME ISP if an invoice is considered to be inaccurate. If this is not done within 10 days from the date that the invoice was issued, the client's right to such lapses. Any claims that NAME ISP:s may have on the client remain even after the termination of the agreement.

- 3.4 After the due date set out on the invoice, NAME ISP has the right to charge an annual interest on arrears with an interest rate equivalent to the Swedish Central Bank's established current reference rate with an addition of eighteen (18) percentage points.
- 3.5 If payment has not been made to NAME ISP within the time agreed upon in accordance with the above, NAME ISP has the right to terminate provision of the service at any time thereafter and to terminate all other commissions on behalf of the client, which i.a. includes a right for NAME ISP to limit the client's access to web based administration tools provided by NAME ISP. The same applies if NAME ISP has sent a request for payment in advance or on account to the client and if payment has not been made by the due date.
- 3.6 Should NAME ISP not have received payment within the time set out above, NAME ISP has the right to redirect the domain name in question to a different website than the one specified by the client. Should the domain name not be renewed within a short respite following the expiration date of the domain name and the due date of the invoice respectively, NAME ISP has the right to register, for its own account, the domain name in question and thereafter to manage the domain name as its own, which includes a right for NAME ISP to transfer the domain name to a third party.
- 3.7 In the event a pledge or other comparable security is put up for the proper fulfillment of payment to NAME ISP, NAME ISP has the right, at its own discretion, with ordinary care to realize the pledge. Moreover, NAME ISP has the right to restitute or otherwise dispose of the pledge without any guarantor gaining any right to the pledge.
- 3.8 NAME ISP has the right to charge the client partial payment or payment on account. NAME ISP has the right to charge each top level domain administrator respectively any exchange rate changes and fee changes and transaction cost related to NAME ISP:s payment order.
- 3.9 NAME ISP has the right to draw from any client funds account of the client's the fees and expenses due to NAME ISP on the due date set out on the invoice issued to the client in accordance with the above. This right applies irrespective of on what grounds the client funds are disposable on the account. Should client funds be reported prior to the time set out above, NAME ISP has the right to withhold an amount equivalent to the invoice amount.
- 3.10 As regards work done on a current account, the client is aware that no agreement concerning compensation based on the particular outcome in the individual case has been entered into by the parties.
4. Domain name registration
- 4.1 When one of NAME ISP:s clients registers a domain name, the client also accepts the general terms and conditions and agreements of the top level domain in question (the registry). Please contact NAME ISP if there are no terms and conditions for the

top level domain at the time of registration. These terms and conditions are accepted when ordering a domain name registration. It is the client's responsibility to carefully read and comply with conditions and provisions from NAME ISP and the top level domains in question.

- 4.2 Registration of certain domain names require assistance by a third party in order to comply with the terms of registration under a certain top level domain. Such third party can e.g. be engaged to act as a local contact for a certain domain name. NAME ISP is not responsible to the client for the actions of such party, which includes situations where a third party who acts as a local contact becomes bankrupt, is purchased/sold or acts inappropriately. NAME ISP is not responsible to the client for decisions made by the registry that may affect the client's domain name. Since domain names may be deregistered, the client accepts the risks that accompany these types of registrations. Additional terms and conditions concerning the relationship between the client and NAME ISP when a third party is used are set out in a separate agreement provided by NAME ISP.
- 4.3 NAME ISP has the right to name itself the contact for a domain name if it finds it suitable in order to be able to perform the registration service.
- 4.4 NAME ISP has the right to handle a client's domain name using the registration unit that NAME ISP sees fit in order to be able to perform the registration service.
- 4.5 NAME ISP has the right to assign its own name servers for a domain name if NAME ISP considers it to be necessary.
- 4.6 In the event that a client's domain name is not being used, NAME ISP has the right to redirect the name to a parking site that is administered by NAME ISP.
- 4.7 The client undertakes to ensure that the registration is carried out correctly notwithstanding the client's receipt of a confirmation.
- 4.8 It is the client's responsibility that registration of domain names that NAME ISP makes by order of the client does not infringe any third party's rights. In the event of a dispute between the client and a third party, the dispute is resolved in accordance with the procedures of each top level domain respectively. The client itself is liable for any costs for such dispute resolution.
- 4.9 It is the client's responsibility that a transfer order for the domain name always concerns the domain name that belongs to the client.
- 4.10 Unless otherwise agreed upon, it is the client's responsibility to monitor expiration dates for domain names and ensure that these are renewed on time. In order for the domain name to continue to function after the time for which payment has been made, the client must pay an annual renewal fee. As the renewal process is different for different top level domains, it is the client's responsibility to read the set of rules and regulations for the top level domain under which the client has registered its domain name.

- 4.11 In order to delete a domain name that is automatically renewed, NAME ISP must receive a notice of termination in writing no later than 3 months before the expiration of the registration period. Other domain names are automatically deleted at the expiration of the registration period.
5. Domain name management
- 5.1 When one of NAME ISP:s clients orders the service domain name management, it i.a. includes that NAME ISP undertakes to renew all of the client's domain names. The service also includes personal service by a dedicated contact person and order handling at a cost and at terms and conditions that are set out in a separate agreement and a description of the service domain name management.
6. Shield Whois
- 6.1 By ordering the Shield Whois service from NAME ISP the client accepts that its identity will be concealed in Whois by exchanging the registered owner of the domain name for Shield Whois. More detailed conditions for the service Shield Whois can be found at <http://www.nameisp.com/shieldwhoisagreement.asp>, which it is the client's responsibility to read.
- 6.2 The client accepts that termination of the Shield Whois service means that personal information that is given at registration becomes publicly available in WHOIS.
- 6.3 NAME ISP has the right to disclose a client's identity and other personal information and, to immediately terminate or shut down Shield Whois, temporarily or permanently, for the following reasons:
- A) Due to non-payment by the client.
 - B) Due to a request from an authority, court or domain name arbitrator.
 - C) Due to ICANNs set of rules and regulations, guidelines, routines and methods, including UDRP.
 - D) Due to a top level domain's set of rules and regulations, guidelines, routines and methods, including each registry's dispute resolution policy.
 - E) In order to comply with judicial undertakings in proceedings serviced NAME ISP.
 - F) Due to legal complaints concerning use, contents or registration of a registered domain name.
 - G) Due to complaints from a third party with reference to unlawful or morally objectionable use of the domain name such as transfer of spam, virus, worms or other detrimental computer programs.
 - H) Due to an objective claim concerning use of the service to conceal involvement in illegal, objectionable or damaging activities.

- I) Due to an objective claim that the registration is violating or infringing the legal rights of a third party or a third party's trademark or trade name.
- J) In order to investigate or establish a suspicion of a crime.
- K) In order to avoid financial loss or legal responsibility (according to civil law or criminal law) for NAME ISP or any of its affiliates and its owners, management and employees from all claims from a third party.

6.4 In addition to the situations set out in clause 6.4, NAME ISP has the right to terminate the Shield Whois service with two months' notice without giving a reason. In the event that none of the reasons in 6.4 A-K exist, NAME ISP shall pay back to the client the fee paid pro rata to the remaining duration of the service.

7. Information and client data

7.1 Information given by the client at the time of registration will be used by NAME ISP for an internal client register. Clients hereby approve that NAME ISP will use this information in its communication between the parties. In the event that the information in question provided by the client is inaccurate and NAME ISP has access to the accurate contact information, NAME ISP has a right, but not an obligation, to change the information in question. In the event that a client has more than one user account/user name with NAME ISP, NAME ISP has a right but not an obligation, for administrative purposes, to merge the client's different accounts into one.

7.2 The client approves that contact information and the personal data that is stated for registration of domain names will be publicly accessible through the Internet at the registration unit in question chosen by NAME ISP. For example; If you register a .se-domain, the contact information will be available at/processed by both NAME ISP and the registry for .se which in this case is .SE. It is the client's obligation to inform individuals concerned within its organization of the above and to have authorization to handle personal data in the manner set out above.

7.3 In order to guarantee that all correspondence and all orders originate from the client, NAME ISP will not give out information or make changes at the request of any third party that is not an authority or registry, as regards the services that NAME ISP:s provides to the client. Hence, NAME ISP does not accept to have contact with representatives who claim to represent a client through power of attorney.

8. Terminations

8.1 The fact that a client fails to pay an invoice is not to be considered a termination.

8.2 Subscription related services are subject to a mutual term of notice of one month.

8.3 A client's termination of an agreement shall be done in writing and confirmed by NAME ISP to be valid. Verbal termination of agreements is in no cases accepted.

8.4 The client pays NAME ISP for the services ordered by the client, in accordance with the current price list, until the day that the service is terminated after a due period of

notice through written termination or termination through a valid login on the client's own control panel provided by NAME ISP. A written termination is valid from the date that NAME ISP receives the termination.

9. Liability and indemnification

- 9.1 Any operational disturbances at NAME ISP will be attended to as soon as possible. NAME ISP has no control over and is not liable towards the client for deficiencies or interruptions with other operators. NAME ISP cannot be held liable for costs or repayments due to any operational disturbances.
- 9.2 NAME ISP is liable for direct damages suffered by a client only if the damages has been caused by NAME ISP through negligence when providing the service. In any event, NAME ISP's liability is limited to an amount equivalent to one price basic amount. For the service domain management, a specific limitation of liability has been agreed upon.
- 9.3 Under no circumstances is NAME ISP liable for indirect damages that the client has suffered.
- 9.4 If NAME ISP becomes subject to claim or penalty fee or if NAME ISP becomes involved in a conflict resolution process because of actions taken or omitted by the customer, the customer's employees or person hired by the customer, the customer undertakes to fully indemnify NAME ISP from and against any loss, amounts paid in settlement, cost, expense, liability, obligations, judgments, arbitration awards, claim or legal damage, to which NAME ISP may be subject arising from the customer's action.

10. Force Majeure

- 10.1 NAME ISP shall be exempt from sanctions if the fulfillment of a certain obligation is prevented or materially obstructed by circumstances that a party could not reasonably have had control over or predicted. Circumstances exempting from liability shall be i.a. labor dispute, war, lightning, fire, extreme weather conditions, order by an authority or other public regulation, lack of transportation, energy or other similar circumstance. Should a force majeure situation arise, the party concerned shall immediately notify the other party so that the current conditions are taken into consideration concerning the party's obligations.

11. Transfer and amendments

- 11.1 NAME ISP has the right to transfer in whole or in part its obligations and rights under this agreement to another company.
- 11.2 NAME ISP has the exclusive right to amend parts of this agreement provided that such amendment does not result in a higher cost for the client for contractual periods already entered into. The current terms and conditions can always be found at: <http://www.nameisp.com/generalagreement.asp>

12. Disputes

- 12.1 Any disputes relating to this agreement shall be settled by Swedish law in Swedish court with Göteborg District Court as the first instance.