Terms and Conditions

These Terms and Conditions constitute an attachment to the Service Agreement between Name SRS AB, registration no. 556589-1230 ("Name SRS") and the Customer ("Customer"). The Terms and Conditions are applicable to both current and future services which Name SRS may perform for the Customer. The Service Agreement including attachments will hereinafter be referred to as "the Agreement".

1. Order, and Scope of the Service

1.1. Name SRS will perform the service according to these Terms and Conditions and according to the written Service Description as agreed upon by the parties.

1.2 If the Service Description consists of many different documents and there are discrepancies between them, the most recent document has precedence.

1.3 The service order is binding once the Customer approves these Terms and Conditions at the time of the order. Some services may also require that additional terms and conditions are accepted other than those found in this document. Name SRS will deliver those terms and conditions to the Customer for approval in connection to the order.

1.4 The Customer should especially take note of §4 in chapter 2 of the Swedish Distance and Home Sales Law (2005:59) which states that the Customer's right to cancel expires once Name SRS have received the order and the services has commenced.

1.5 Name SRS reserve the right to do a customary credit check of the Customer. Name SRS also reserve the right to ask for prepayment of future fees and expenses, or deny any natural or legal person to become a Customer of Name SRS, without being required to state any specific reasons.

2. Implementation and Use of the Service

2.1 The Customer will provide Name SRS with the information and documentation necessary for performance of the service. Collected information includes: full name, personal identification number, address, telephone number, e-mail address, IP address, user name, and encrypted password (hereinafter referred to as "personal data").

2.2 The information is collected in accordance with the Agreement and for the purpose of customer account management, customer support, billing, and the domain name application.

2.3 The Customer has the right to have any incorrect information rectified upon paying an administrative charge. Name SRS are not liable for any problems or damages due to the Customer providing incorrect information or that the Customer has been unable to receive messages from Name SRS. The Customer will also

provide Name SRS with any information or documentation which we have reasonable reasons to consider necessary to verify compliance with the Agreement.

2.4 Name SRS have the right to take actions affecting the availability of the service if this is based on technical, maintenance, operational or security reasons, or required by law, an authority, or any decision taken by the competent registrar of a relevant domain.

2.5 The Customer is responsible for using the services provided in accordance with applicable laws, rules, and regulations regarding for example intrusion into networks, unlawful disclosure, and publishing of copyrighted material, unwanted e-mail advertisements (such as spam), or other use that may be offensive or unacceptable.

2.6 The Customer is also responsible for using the services in a way that will not harm or in any way inconvenience Name SRS and other Customers or third parties. In such cases Name SRS have the right to, partially or in full, discontinue the Customer's services. This is also applicable if the harm is caused indirectly through overloading, or illegal breaches by third parties.

2.7 Name SRS have the right to remove, alter or prevent public access to all or part of a Customer's account if it is not, according to Name SRS, used in an acceptable way, or the Customer's use on a legitimate basis is suspected to be illegal. Furthermore, Name SRS have the right to lock a Customer's account and file a police report on suspicion of any criminal activity performed through the Name SRS services.

2.8 The Customer has full liability for its employees. If the Customer receives any information regarding violations to the Agreement by employees or any others within the Customer's sphere of responsibility, the Customer is obligated to immediately make corrections and inform Name SRS of the violation. If Name SRS are not notified and the violation is considered a serious breach of contract, Name SRS have the right to immediately discontinue the services and terminate the Agreement.

3. Terms of Payment

3.1 The services are provided with payment on current account, fixed price or annual subscription to the, by Name SRS at the time, set rates. Name SRS have the right to adjust and individually decide on the rates that are offered to a Customer based on an updated overall assessment.

3.2 If the Customer wishes to receive invoices the Customer has to provide his personal identification number or business registration number. These data will be erased once the domain has expired. The domain will however remain in the register for two to three months in case the Customer wishes to renew the domain. Two to three months is the requirements from the central registry, and from

domains. During this time, the personal data will be masked. If the Customer does not renew the domain it will be removed from the register. Personal data will also be erased through deregistration. To be able to be invoiced, a person also has to be at least 18 years old and registered in the Swedish National Population Register. The address in the Population Register or the Swedish Company Register will be considered the correct address for invoicing. In addition, the Customer is not allowed any payment remarks. The invoice shall be paid within 14 days. In case of late payment, a reminder fee will be added as allowed by law (currently SEK 60), and a penalty interest of 2 percent per month added. If the invoice is not paid, it will be sent for collection.

3.3 Name SRS do invoicing weekly if nothing else have been agreed upon. Invoicing will be managed by the print service: https://www.ekopost.se/. The data shared will be name, address, and personal identification number. Name SRS AB have the right to transfer invoices to Svea Ekonomi AB.

3.4 The Customer shall immediately notify Name SRS of any incorrect information on the invoice. If this is not done within 10 days from the invoicing date the Customer no longer has a right to object. Any remaining claims that Name SRS may have on the Customer will remain after the termination of the Agreement. Any unpaid invoices will be sent for collection.

3.5 If payment to Name SRS, or any other party who has claims, is not made on time as agreed, Name SRS have, at any time, the right to terminate any services performed for the Customer, for example, limit the Customer's access to the web-based administrative tools Name SRS provide. This is also applicable if Name SRS have sent the Customer a request for prepayment or bank payment and it is not received by the due date.

3.6 If payment to Name SRS, or any other party who has a claim, is not made on time as agreed, Name SRS have the right to repoint the domain in question to another home page than the one appointed by the Customer. If the domain name is not renewed within the short deadline following the expiration of the domain name, or payment due date respectively, Name SRS have the right to register the domain and manage it as its own which includes the right to transfer the domain name to a third party.

3.7 If some kind of security or collateral have been put up to ensure fulfillment of payment, Name SRS, or any other party that has a claim, has the right to, at our sole discretion, and with due care, realize the security. Name SRS also have the right to return or otherwise dispose of the security without giving any rights to any guarantor.

3.8 Name SRS have the right to charge the Customer payment in part or payment on account. Name SRS have the right to charge the Customer for any additional fees, exchange rate costs, and changes of fees from top-level domain

administrators and also for transaction costs related to Name SRS's payment orders. Regarding domain names for which the top-level domain administrators charge special pricing, so called premium domains, Name SRS have the right to charge the Customer the price that the top-level domain administrator charges even if this price is not displayed on Name SRS's home page at the time of the purchase of the domain name.

3.9 Name SRS have the right to withdraw cost and expenses from the Customer's Asset Account on the day that the invoice issued to the Customer is due. This right is not dependent on if any assets are available on the account or not. If Customer funds should be reported before the above stated date, Name SRS have the right to retain an amount equivalent to the invoiced amount.

3.10 If services are rendered on current account (time and material basis), the Customer should be aware that the Agreement between the parties does not include obligation to pay compensation based on any particular outcome.

3.11 Customer has the right to make payments to accounts belonging to the customer or other customers. Such payment cannot be withdrawn if the funds in the recipient account are used up.

4. Domain Name Registration

4.1 When a Name SRS Customer chooses to register a domain name, the Customer also accepts and approves the top-level domain's (the register holder) general Terms and Conditions and agreement. Please contact Name SRS if those Terms and Conditions are not available at the time of registration. Those Terms and Conditions should be accepted at the time of ordering the domain name registration. The Customer is responsible for carefully reviewing and following Name SRS's, as well as the top-level domain's Terms and Conditions.

4.2 For registration of certain domain names third party assistance is required (see Appendix 1) to be able to fulfill the conditions applicable for some top-level domains. Such third parties may be hired to act as a local contact for a certain domain name. Name SRS are not liable toward the Customer for such third party's actions, including situations like bankruptcy, being acquired, or when such third party due to negligence causes a personal data breach and Name SRS have not been partly responsible. Name SRS can also not be held accountable for any decisions made by the register holder that could affect the Customer's domain. Since domain names can be deregistered the Customer accepts the risks which could be associated with these types of registrations. Additional conditions regarding the relationship between the Customer and Name SRS when third parties are used, can be found in a separate agreement provided by Name SRS.

4.3 Name SRS have the right to act as the contact for certain domain names if it is considered appropriate to perform the registration service.

4.4 Name SRS have the right to manage the Customer's domain name using any register which Name SRS consider being the most appropriate to be able to perform the registration service.

4.5 Name SRS has the right to name our own name servers for a domain name, if we find this necessary. And also enable DNSSEC on domain names, without explicit request from the client.

4.6 If the Customer does not use a domain name, Name SRS have the right to repoint it to a parking page administrated by Name SRS.

4.7 The Customer is responsible for making sure that the registration has been made correctly, although a confirmation has been received.

4.8 The Customer is responsible for making sure that any registration of domain names that Name SRS does on its behalf does not infringe upon anyone else's rights. In case of a dispute between the Customer and a third party, it will be solved according to the procedures used by top-level domains. The Customer is solely responsible for any costs incurred by such a procedure.

4.9 The Customer is responsible for making sure that any domains included in a transfer order belong to the Customer.

4.10 Unless anything else is agreed upon, the Customer is responsible for keeping track of domain names expiration dates and make sure that they are renewed in time. In order for a domain name to stay active after the time for which payment has been made, the Customer has to pay a yearly renewal fee. Since the renewal process differs between different top-level domains it is the Customers responsibility to read the rules applicable for the top-level domain in which the domain name has been registered.

4.11 Due to technical and administrative reasons, in order to erase an automatically renewed domain name, Name SRS will need to receive a written termination notification at least three months before the end of the registration period. Other domain names will be erased automatically at the end of the registration period. Name SRS reserve the right to store the data as long as the domain is registered in the central registry.

5. Domain Name Administration

5.1 When a Customer orders the service: Domain Name Administration from Name SRS this includes, among other things, that Name SRS assume the responsibility to make sure that all domain names specified by the Customers are renewed. This also includes personal service by a named contact person and order management at a price and under conditions as specified in a separate agreement and the description of the service Domain Name Administration.

6. Shield Whois

6.1 When ordering the Shield Whois service from Name SRS, the Customer accepts that its identity will be hidden in Shield Whois by replacing the registered owner with Shield Whois. The personal data will be protected. Further terms and conditions about the service Shield Whois can be found at:
http://www.nameisp.com/shieldwhoisagreement.asp. It is the Customer's responsibility to read this information.

6.2 The Customer accepts that termination of the service Shield Whois will make personal data provided for registration publicly available in Shield Whois.

6.3 Name SRS have the right to disclose data from the Shield Whois service and immediately terminate or close the service, temporarily or permanently, for any of the following reasons:
A) Non-payment from the Customer.
B) On request from an authority, court or arbitrator.
C) To comply with regulations, guidelines, procedures, and methods, including the Uniform Domain Name Resolution ("UDPR"), from the Internet Corporation for Assigned Names and Numbers' ("ICANN")
D) To comply with regulations, guidelines, procedures, and methods, including respective Policy for Resolution of Disputes, from top-level domains.
E) To comply with any legal obligations due to legal processes which Name SRS have been notified about.
F) Due to legal complaints regarding use, content, or registration of a registered domain name.
G) Due to the occurrence of any illegal or morally damaging use of domain names such as spam, viruses, worms, and any other harmful computer programs.

H) Due to any objectively founded claim that the services are used to hide involvement in illegal, offensive, or harmful activities.
I) Due to objectively founded claims that the registration violates or infringes on the legal right of a third party or any trademark or company name belonging to another party.
J) In order to be able to investigate and provide evidence of crimes.
K) In order to avoid financial loss or legal responsibility (civil or criminal) for Name SRS or any affiliates, owners, managers, employees, or third parties.

6.4 In addition to the situations described in section 6.4, Name SRS have the right to terminate the Shield Whois service on two months' notice without any specific reasons. In the absence of any of the reasons in 6.4 A-K Name SRS will reimburse the Customer a pro-rated amount for the remaining term of the Service, if it has already been paid for.

7. Premium DNS

7.1 When the customer of Name SRS upgrades from Standard DNS to Premium DNS, the customer accepts valid Premium DNS service description as well as current SLA Service Agreement.

8. Information and Customer Data

8.1 Name SRS will store the information that the Customer provides to Name SRS at registration in an internal customer register. The Customer hereby approves that Name SRS has the right to use this information for communication between the parties according to the flow chart (see Appendix 1). If the current information is incorrect and Name SRS have access to the correct information, Name SRS have the right, and the obligation, to rectify the current information. If the Customer has more than one user account/user name, Name SRS have the right, and the obligation, to merge the Customer's different accounts into one account for administrative purposes. An administrative fee may be charged.

8.2 The Customer approves that personal data provided at registration of a domain name will be publicly accessible at the registry in question (which Name SRS chooses) through the internet. If the Customer chooses not to use "Shield Whois" the following data will be accessible: name, e-mail address, and domain name.
For example, if the Customer registers an .se the personal data will be retained/processed both at Name SRS and at the register holder which in this case is .se. It is the Customer's responsibility to give this information to any affected employees within its organization and to secure the right authorizations to process personal data as described above.

8.3 In order to guarantee that all correspondence and all orders originate from the client, Name SRS 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 SRS:s 7 provides to the client. Hence, Name SRS does not accept to have contact with representatives who claim to represent a client through power of attorney.

8.4 Processing of personal data. The red line indicates where personal data is transferred. There are only a few top-level domains who require this, for example .se, .nu, .dk, .fi, .no, .it, .fr, .es and a few more. In addition, ICANN demands that Name SRS upload all collected personal data at registration (excluding personal identification numbers) to their data escrow. Google receives data through e-mails and also partly through the Google Cloud Service on which Name SRS upload system backups containing personal data. The personal data is stored as long as the domain name remains in the register. When the account is empty, and all domains have expired or been erased at respective registry, and it has remained inactive for a period of three months, the account will be erased.

8.5 For questions regarding personal data, please contact the Name SRS Customer Support.

9. Terminations

9.1 Non-payment of an invoice is not to be considered a termination.

9.2 Subscription related services will continue until further notice with a mutual

notice period of one month.

9.3 If the Customer wishes to terminate the Agreement, it should be done in writing and be confirmed by Name SRS to be valid. No oral termination of the Agreement is, under any circumstances, valid.

9.4 The Customer is obligated to pay Name SRS for the services the Customer has ordered according to the current price list, until the day when the services are terminated according to a valid termination in writing or by logging in to the customer's control panel provided by Name SRS. Date of termination is the day that Name SRS received the written notice of termination.

9.5 When the Agreement is terminated, or on request by the Customer, the data collected at registration, and any other data concerning the Customer, which Name SRS may have collected during the term of the Agreement will be erased.

10. Liability and Waiver

10.1 Any disruptions to the operations at Name SRS will be resolved as soon as possible. Name SRS do not control and are not liable to the Customer for disruptions or interruptions at other parties as shown in the flow chart (see Appendix 1). Name SRS are not liable for any costs due to disruptions and will not give any refunds.

10.2 Name SRS are liable for direct damage that the Customer has suffered only if this is caused by negligence when providing the services. Any liability is in any case limited to an amount corresponding to one price base amount as determined by the Swedish government agency Statistics Sweden (SCB). There are specific waivers for the service Domain Administration according to the agreement regarding this service.

10.3 Name SRS are under no circumstances liable for any indirect damage incurred by the Customer.

10.4 The Customer shall hold Name SRS harmless if Name SRS become the subject of any claims, demands, penalty fees, or similar due to any actions or inactions by the Customer (including employees and the Customers own customers), and Name SRS, in a judicial (civil or administrative) process, court decision, reconciliation process or any other similar procedure, is found liable for settlements, penalties and costs (including attorney fees, court fees, administrative and any other costs), incurred by Name SRS in connection to investigation or defense due to such claim, demand or penalty fee.

11. Agent

Name SRS are hereby authorized by the Customer to act as an agent (so called designated agent, see https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en) for the

registered domain name registrant in connection to registration and management of the domain name in relation to ICANN, other registry or any other party involved in the registration process.

12. Force Majeure

12.1 Name SRS have no liability for not meeting responsibilities due to circumstances that the party has no reasonable way to prevent or foresee such as labor conflict, war, lightning, fire, other extreme weather conditions, government regulations or other government decisions, lack of transport or energy, or any other similar circumstances. If such a force majeure state is in effect the party concerned shall notify the other party so the circumstances in question can be taken into account regarding the party's obligations.

13. Transfer and Changes to the Agreement

13.1 Name SRS have the right to, in part or in full, transfer any rights and obligations according to the Agreement to another company in connection to a business transfer.

13.2 Name SRS have the sole right to make changes in the Agreement as long as these changes do not entail greater costs to the Customer compared to prior conditions for the current agreement term. The current Terms and Conditions can be found here: http://www.nameisp.com/generalagreement.asp.

14. Disputes

14.1 Disputes regarding the Agreement shall be settled according to Swedish legislation with the Gothenburg District Court as the first instance.

APPENDIX 1.

Data flöde för personuppgifter hos Name ISP
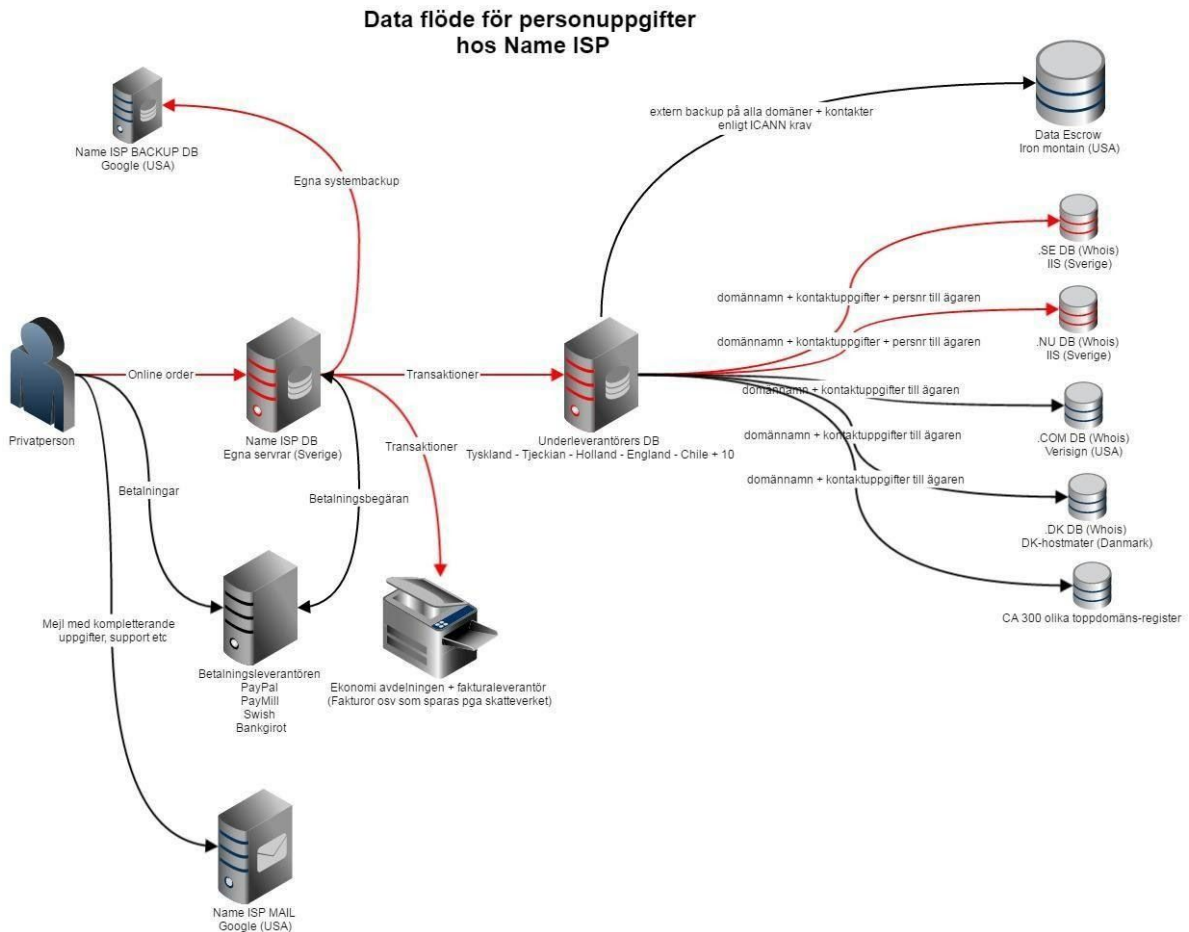
[Needed translations left to right, top to bottom]

Data Flow for Personal Data at Name SRS

external backup on all domains + contacts, according to ICANN requirements
own system backup
.SE DB (Whois) IIS (Sweden)
domain name + contact information + owner's personal identification number
domain name + contact information + owner's personal identification number
.NU DB (Whois) (Sweden)
Transactions
domain name + owner's contact information
Individual
Name SRS DB own servers (Sweden)
Transactions
Subcontractor DB Germany, Czech Republic, Holland, England + 10
domain name + owner's contact information
Payments
Payment requests
domain name + owner's contact information

DK. DB (Whois) DK-hostmaster (Denmark)
E-mails containing additional information, support etc.
About 300 different top-level domain registries
Payment providers PayPal PayMill Swish Bank transfer
Finance department + invoice supplier (Invoices etc. which are saved due to requirement from the Swedish tax agency)