FAQ for Registrars

October 21, 2021

Contents

1 General

1.1 What is the difference between The Swedish Internet Foundation and Registry Services?

The Swedish Internet Foundation (Stiftelsen för Internetinfrastruktur) is responsible for the Internet's Swedish top-level domain .se and handles the operation and administration of the top-level domain .nu.

The income finances investments that enable people to use the internet in the best way, and stimulates knowledge sharing and innovation with a focus on the internet.

Registry Services is the department at The Swedish Internet Foundation that handles the day-to-day administration and technical operation of the .se and .nu register. It is at The Swedish Internet Foundation's department of Registry Services that a registrar (domain name reseller), amongst other things, receives support and support with various matters.

1.2 What does a thick registry entail?

A thick registry is the designation for a registry that includes detailed contact information about the registrants stored in its customer database. In general, country code top-level domains (ccTLDs) tend to have a thick registry, while historically generic top-level domains (gTLDs) more frequently had a thin registry.

The Act on National Top-Level Domains for Sweden on the Internet (SFS 2006:24), stipulates that a domain administrator must maintain a registry on domain names allocated under the top-level domain and regularly prepare safety back-ups of the information in the registry.

The act also imposes requirements on what information the registry must include, requirements on the storage of information with the Swedish Post and Telecom Agency (PTS), and requirements that the information is to be accessible via the internet free of charge.

The stipulations of the act essentially require The Swedish Internet Foundation to maintain a thick registry.

2 Economics

2.1 What is the structure of the pricing model for registrars?

The Registrar must pay an annual administration fee of SEK 10,000 per top-level domain. Registrars who manage both top-level domains .se and .nu pay a total of SEK 16,000 per year, thereby receiving a discount of SEK 4 000.

A sum of SEK 110 is deducted from the annual administration fee per newly registered domain.The total amount will be credited to the first invoice of the forthcoming year.

The maximum amount that can be deducted is SEK 16,000 (for Registrars who administer both top-level domains .se and .nu) or SEK 10,000 (for Registrars who administer one of the top-level domains .se or .nu).

- The fee for the registration of a .se-domain name is SEK 110, excluding VAT, this price is both for new registrations and renewals.
- The fee for the registration of a .nu-domain name is SEK 110, excluding VAT, this price is both for new registrations and renewals.

2.2 When will Registry Services issue invoices?

Registry Services will issue invoices at the beginning of each month. The invoice will include new registrations and renewals that were made until the last date of the previous month. Renewals of domain names that have expired, but are, for example, listed on the deactivation list will be included in the next invoice.

2.3 As registrars, will we be invoiced every 12 months for registered domain names?

You will be invoiced for the domains that you actively renew. It is up to you as a registrar to initiate the renewal by submitting an EPP renew command on behalf of the registrant. That in turn results in invoicing from Registry Services the following month.

2.4 What are the terms of payment with Registry Services?

Payments must be made within 30 days, net. Interest is charged on late payments according to the Interest Act.

2.5 What rules apply for VAT?

The following VAT (Value Added Tax) rules apply in Sweden:

- Companies in Sweden – Swedish VAT
- Private persons in Sweden – Swedish VAT
- Foreign companies within the EU – no VAT*

The VAT registration number is mandatory information in Registry Services system when the registration involves a foreign company within the EU.

- Private persons within the EU – Swedish VAT
- Companies abroad – no VAT
- Private persons abroad – no VAT.

The payment of VAT is entirely determined by where in the world the registrar's company is domiciled.

2.6 Will we receive a physical invoice from Registry Services and an e-mail?

You will receive the invoice by e-mail. Printable invoice specification and the invoice in PDF format is available from your account on the registrar website.

3 Routines

3.1 Change of registrar

3.1.1 How do you perform a change of registrar?

A registrant must be able to change registrars (known as a registrar transfer) at any time. The following is a detailed description of this procedure:

- The registrant turns to the current registrar to obtain a password (authorization code). The current registrar verifies that it is the registrant that is requesting the authorization code and then generates the code, which is given to the registrant.
- The registrant turns to the new registrar and submits the authorization code according to the new registrar's routines.
- The new registrar initiates the change of registrar with Registry Services, via the EPP protocol (transfer request).
- The transfer is completed. Registry Services confirms the completion to both the new and former registrar.
- The new registrar confirms the change to the registrant.

3.1.2 What is an authorization code?

This code is the registrant's password for their domain name, which is used to complete change of registrar for the domain. The code is generated by the registrar on the registrant's request. The registrar is obligated to produce an authorization code for every domain name that the registrar administers at any time on the request of the registrant.

The code that is generated by the registrar must be at least nine characters, of which one character must be a lowercase letter, one uppercase letter, one special character and one digit. Besides this, the registrar is free to specify the code. After use, the code is forfeit.

A common procedure is to allow the user to generate the code by clicking on a button in the registrars control panel. Offering this function in a control panel also resolves the issue of authentication and ensuring that only the registrant has access to it. The code is then updated at the Registry level when the registrar executes the "domain update" command. After change of registrar, the code is reset at the Registry.

3.1.3 What happens if the authorization code is misused?

Misuse essentially entails the code falling into the wrong hands. It is the registrar's obligation to ensure that the registrant is in fact the party requesting the authorization code and that it is given to the registrant. If the code ends up in wrong hands, said party could initiate the change of registrar.

3.1.4 Is it possible to deny the registrant a change of registrar?

Yes, but only in the case that the information about the registrant of a domain name is invalid and the registrar is unable to verify the registrant's identity. If the registrar is

unable to verify the identity of the registrant and thus unable to verify that the person is authorized, the authorization code must not be provided.

3.1.5 Can the registrant do a registrar transfer if the domain name is the subject of an ADR/UDRP process or court case?

Yes, however, the transfer and deregistration of domain names is blocked when the domain name is subject to an ADR/UDRP process and when Registry Services is aware of an ongoing court process. For more on ADR, see question 9.12 of this document.

3.1.6 Can the registrar charge a fee when a registrant wants to change registrar?

The current registrar is not allowed to charge fees for change of registrar. The new registrar is however entitled to charge a fee for change of registrar.

3.1.7 Can a registrar transfer be done even if the domain name has been deactivated?

Yes, this is possible.

3.1.8 Can the current registrar deny the registrant a change of registrar in the event of unpaid invoices?

No, it is not allowed to deny a registrant a change of registrar on these grounds.

3.1.9 Does a registrant have to belong to a certain registrar for a certain amount of time before changing registrar?

No, there are no such requirements. The registrant is free to change registrar whenever they want.

3.1.10 How long is an authorization code valid in the event of changing registrar?

The authorization code is valid until the change of registrar has been completed or a new code has been generated. However, there are exceptions when the Registry also can disqualify authorization codes from registrars, such as when a registrar is terminated.

3.1.11 As registrars, are we obligated to ensure that the customer has actually changed registrar?

You must facilitate the change of registrar as much as possible for the customer, but you are not obligated to ensure that this has happened as the current registrar. The new registrar must confirm that the change has been completed.

3.2 Change of holder (registrant)

3.2.1 How should a change of holder be performed?

In appendix 7 of the Registry-Registrar Agreement, there is a detailed routine description of how a change of holder must be performed. It is particularly important to verify that the person requesting the change actually is the registrant. The registrar must have appropriate procedures to check a person's identity and signature. For example, by checking with the UC credit information agency or the Swedish Companies

Registration Office. Make sure to save the information so that you can account for the action you have taken and make corrections if any errors occur.

If a control panel is used, the change request must be connected to the login or other authentication process.

A change of holder will be stopped if a domain name is subject to an ADR/UDRP process and if The Swedish Internet Foundation is aware of an ongoing court process.

Registry Services does not charge registrars for change of holders.

3.2.2 Who can request a change of holder of a domain name?

Only the registrant can request a change of holder of a domain name.

3.2.3 Can a change of holder be combined with a change of registrar?

It is not possible to perform a change of holder in conjunction with a change of registrar. The routine to change holder is a completely separate routine from a change of registrar.

3.2.4 How will the original registrant be informed that a change of holder has been performed?

According to the change of holder routine, the registrant must be informed by the registrar that a receipt must be recorded for every registration service, according to the general requirements in the registrar agreement. This is usually done through e-mail.

3.2.5 How is change of holder handled in the event of sale of business?

This is handled according to the change of holder routine, according to which the current registrant signs the form, or equivalent, and the receiving registrant must approve the registration terms and submit customer information. If problems should arise in getting the current registrant to sign the form or otherwise identify themselves, it may be the case that the domain name is not part of the business sale and should in this case not be transferred.

3.2.6 What can go wrong in a change of holder?

1. That the wrong domain name was transferred because:
   a) the registrant indicated the wrong name on the form.
   b) the registrar indicated the wrong name to Registry Services.

2. That a party other than the registrant initiates the change of holder, such as:
   a) an employee who lacks authority.
   b) someone who claims to be the registrant but is in fact not.

3.2.7 As a registrar, what do you do if the original registrant reports an incorrect change of holder?

You initiate an investigation into whether or not an incorrect change of holder has taken place. As a registrar, you are obligated to store all data regarding change of holders so that you can use the documentation for an investigation of a change of holder. If a registrant reports that a change of holder was improperly conducted, the saved data is checked. Remember that the new Registrant may have acquired the name in good faith

and you should not personally decide on a possible reversal of the domain name, but rather urge the previous registrant to file a police report (on suspicion of a crime) or have the matter tried as a dispute in court.

3.2.8 As a registrar, what do you do when the current registrant reports that the change of holder was conducted using a forged signature?

You check the stored change of holder data. You should not personally decide on a possible reversal of the domain name, but rather urge the previous registrant to file a police report (on suspicion of a crime) or have the matter tried as a dispute in court.

3.2.9 How is a change of holder request handled when the company declares bankruptcy?

The registrar must have routines to ensure that the person who requests the change of holder is entitled to do so. For a company in bankruptcy, the trustee normally has this right, and the contact persons that were specified probably no longer have the right to act on behalf of the company.

As a rule, the trustee must always be contacted in matters concerning companies that have declared bankruptcy.

3.2.10 How is change of holder handled when the person requesting the change is not authorized to act on behalf of the company?

You check the saved change of holder data. You should not personally decide on a possible reversal of the domain name, but rather urge the previous registrant to file a police report (on suspicion of a crime) or have the matter tried as a dispute in court.

3.2.11 How is a change of holder handled when incorrect customer information is registered?

For example, a company wants to change holder for its domain name. At this point, they discover that they are not listed as the registrant. According to the system, the company is registered in Malta. Following investigations, neither the address, company name nor VAT registration number exist. What should the registrar do?

In this example, the actual registrant is the company that is registered in Malta. The registrar must send a letter to this company requesting a correction or additional information. If no corrections are received, The Swedish Internet Foundation can deactivate and subsequently delete the domain name. The domain name will subsequently be released and can be registered under the principle of "first come, first served".

3.3 Renewal of domain names

3.3.1 Do Registry Services apply what is known as automatic renewal?

No, the registrar must actively renew the domains that are to be renewed. A renewal is performed using the EPP command "renew."

3.3.2 When does a domain name expire?

If a domain name has the expiration date 2019-06-28, it will after the expiration date, be placed in the status "Expired" for 10 days. If no renewal is carried out during these 10

days, the status of the domain name will change to "Deactivated" for 60 days. During the "Deactivation" period the domain name can still be renewed but will not be included in the zone file distributed by The Swedish Internet Foundation.

3.3.3   Can a domain name be renewed after the expiry date?

Yes, expired domain names can be renewed until the domain name's deletion date.

3.3.4   Can deactivated domain names be renewed?

Yes, deactivated domain names can be renewed up until the domain name's deletion date.

If the domain name is deactivated because the registrant requested deactivation but then have a change of mind, the registrar can reactivate the domain by "reclaiming" the deregistration request with a cancellation request.

If the domain name is deactivated due to an unpaid annual fee, the registrar must renew the domain in the normal manner to make the domain active again.

When the deactivation period expires, the domain will be transferred to an internal registrar and placed in a 7 day-quarantine. At this stage, the previous registrant cannot reclaim the domain name. The domain will be released when the quarantine period is over.

3.3.5   Can you cancel a renewal?

No, it is not possible to cancel a renewal.

3.4   Multi-year payments

3.4.1   What is the shortest period for which we can register or renew a domain name?

The shortest period is 12 months (1 year).

3.4.2   What is the longest period for which we can register or renew a domain name?

120 months (10 years).

3.4.3   Can a domain name be registered or renewed for any number of months *between* 12 and 120 months?

Yes, it is possible.

3.4.4   What are the prices of multi-year registrations and renewals?

Since it is possible to register and renew domain names on a monthly basis, the price will be based on a monthly rate.

The following applies to .se-domains and .nu-domains:

The monthly rate is set at SEK 9,17, which is SEK 100/12 rounded down.
For example, a registration or renewal for a 12-month period will thus cost
9,17 x 12 = SEK 110. All prices exclude VAT (Value Added Tax).

3.4.5 How will any future price changes affect registrants who have paid for their domain names for multi-year periods?

Price changes will not apply retroactively, regardless of whether prices are raised or lowered. When a domain name expires and must be renewed again, the applicable price is the price that is in effect at that time. This can be compared with a fixed-rate mortgage.

3.4.6 Isn't there a risk that the quality of the register will decline after multi-year payment is implemented?

The Swedish Internet Foundation believes that the advantages of multi-year payment outweigh the risks of a decline in the quality of the register. In accordance with the registrar agreement, a registrar is obligated to control that the registrant's contact information is complete and correct when the domain name is registered as well as on an annual basis henceforth.

3.4.7 If a domain name has been registered or renewed for a multi-year period, what about the expiry date if the domain is transferred to another registrar?

The expiry date for a domain name is not affected if the domain is transferred to another registrar. It remains unchanged regardless of the registrar.

3.4.8 If a domain name has been registered or renewed for a multi-year period, what is applicable if the domain name is transferred to another registrant?

The expiry date for a domain name is unaffected when the domain name is transferred to another registrant (change of holder); it remains unchanged.

3.4.9 What happens if the registrant for a domain name ceases to exist and the domain has been renewed for a multi-year period? Will The Swedish Internet Foundation refund any of the fees that have been paid?

It makes no difference whether the domain has been registered or renewed for one year or for a multi-year period. The Swedish Internet Foundation will not issue any refunds.

3.4.10 As registrars, can we choose not to accept registrants who want to transfer domains to us if the domains have been renewed for multi-year periods?

No, this is not permitted.

3.4.11 When a registrant transfers a domain to us, may we request payment if, for example, the domain name has already been renewed for a multi-year period?

Yes, as a recipient registrar, you may charge for this service. However, current registrars may not charge for a registrar transfer (providing an authorization code).

3.4.12 If a registrant chooses to register or renew a domain name for a multi-year period, can we as registrars then choose to register or renew the domain name on an annual basis only?

No, this is not permitted. As registrars, you must register or renew the domain name for the same period as the registrant has paid for.

3.4.13 Is it possible to indicate the "year" unit using 1, 2, 3, 4, 5, 6, 7, 8, 9 or 10; for example: <domain:period unit="y">1</domain:period>?

Yes, this is possible.

3.4.14 Is it mandatory for us as registrars to offer multi-year payment?

No, you can choose if you would like to offer multi-year payment or not.

3.5 Management of nameservers

3.5.1 Do Registry Services provide a tool to test whether a nameserver has been correctly configured or not?

Yes, the tool is called Zonemaster and it can be accessed via the registrar website.

3.5.2 Is it necessary for the nameservers to respond correctly when registering?

If the nameservers are indicated at the time of registration, the registrar must ensure that at least two nameservers are listed. All nameservers administered by the registrar must be correctly configured and respond authoritatively to DNS queries concerning the zone. The registrar must check and test their own nameservers if these have been indicated and ensure that they respond correctly for the domain requested. The nameserver test must be conducted prior to the registration being submitted to Registry Services. This type of test can be conducted at the registrar website.

3.5.3 How are redirections of newly registered domain verified?

No preliminary check of the nameserver will be performed by Registry Services. The Zonemaster tool is used by Registry Services to check all the DNS changes in the .se and .nu zone once a day. If any error is noticed during this check, for example an incorrect delegation or re-delegation, the sponsoring client (the registrar), will receive an email about this. (It is possible to opt-out on these mails.) This means that the first check of a newly registered domain takes place on average 12 hours after it has been delegated.

3.6 Deregistration of domain name

3.6.1 Can we deregister a domain name if the registrant has failed to pay?

No. Deregistration can only be performed on either behalf of the registrant, or in accordance with an ADR/UDRP decision, or a court decision that has come into effect. As registrars, you can refrain from renewing the domain name if the registrant fails to pay and the domain name will then follow the natural course of its lifecycle. For more on dispute resolutions, ADR/UDRP, see question 9.12 of this document.

3.6.2 Can a registrant regain a domain name if he regrets deregistration?

Yes, the domain name can be regained and reactivated during the deactivation period and before the deletion date occurs (annulment of previously requested deregistration).

3.6.3 What is the procedure for deregistration?

A registrar shall only perform a deregistering of domain name if the registrar has received a request from the registrant to deregister their domain name. Deregistration is

made via EPP, for more information please see the EPP documentation available on the registrar website.

When the clientDelete-parameter has been set to "1" the domain name will be deactivated for 60 days. During this time, the registrant can cancel the deregistration.

3.6.4 When must a deregistration request be submitted in order to avoid invoicing?

An invoice will not be sent unless the registrar explicitly renews the domain with the EPP renew command. This means that it makes no difference for invoicing when the deregistration request is submitted.

3.6.5 What happens to a previously requested deregistration in the event of a change of registrar?

If the domain holder has requested to deregister the domain name and change registrar during the deactivation period, the earlier deregistration request will be cancelled. This means that the parameter ClientDelete will be set to "0" and ClienDeleteDate, as well as ClientDeactivationDate are removed.

If the domain holder wants to deregister the domain name, it has to be requested again through the new registrar. This way the current registrar will have the necessary information regarding the deregistration.

3.6.6 How should a deregistration be performed?

The routine description, which is an appendix of the Registry-Registrar Agreement, describes how a deregistration must be performed. It is particularly important to ensure that the person requesting the deregistration is the true registrant. The registrar must therefore have accurate routines for verifying the person's identity.

In the event that a control panel is used, the deregistration request is normally associated with a login or other authentication procedure.

3.6.7 How will the registrant be informed that a deregistration has occurred?

According to the deregistration routine, the registrant must be informed by the registrar that a receipt must be recorded for every registration service, according to the general requirements in the registrar agreement. This is usually done through e-mail.

3.6.8 What can go wrong during a deregistration?

The most common errors that can occur in the event of deregistration are essentially the same as those that can occur during incorrect change of holder; so please refer to the previous section on errors during change of holder.

An example of an error that can occur in the event of deregistration is that the wrong domain name has been deregistered because the registrant requested the deregistration of the wrong domain name or that the registrar indicated the wrong name to Registry Services. During the deactivation period and until the domain name's deletion date, the domain name can be recovered and reactivated.

The deregistration could also have been requested by someone not authorized to, and the registrar must have sufficient routines in place to identify the party who requested

the implementation of the registration service and to retroactively check who requested the deregistration.

3.6.9 As a registrar, what do you do if the registrant claims an incorrect deregistration?

You initiate an investigation of whether or not an incorrect deregistration occurred. The registrar must have appropriate routines to check a person's identity. Make sure to save the information as evidence and in order to make corrections if any errors occur.

3.6.10 How is a deregistration request handled when the company declares bankruptcy?

The registrar must have routines to ensure that the person who requests the deregistration is entitled to do so. For a company in bankruptcy, the trustee normally has this right, and the contact persons that were specified probably no longer have the right to act on behalf of the company.

As a rule, the trustee must always be contacted in matters concerning companies that have declared bankruptcy.

3.6.11 How are unauthorized deregistrations handled?

You initiate an investigation of whether or not an incorrect deregistration occurred. The registrar must have appropriate routines to check a person's identity. Make sure to save the information as evidence and in order to make corrections if any errors occur.

3.7 Release of domain names

3.7.1 How are domain names released?

A domain name is released not earlier than 4:00 a.m. UTC on the same date as the release date. The release will occur after a domain name has been deactivated for 60 days and has been in quarantine for 7 days. The deactivation period is concluded by the domain name being deregistered and the quarantine period is concluded by the domain name being released on the release date.

After a domain name is placed in quarantine, it is considered the property of Registry Services. This also means that the domain name cannot be reclaimed by the original registrant.

3.7.2 When is it possible to see the release date for a domain name?

When a domain name is deactivated, it is given a deletion date and a release date. The domain name and the release date are also included at the same time on a list of domain names that may become available on The Swedish Internet Foundations website.

Please note that the release date must not be confused with the deletion date, since these are different matters.

3.7.3 Can the Previous registrant recall his domain name from quarantine?

A domain name that is in quarantine cannot be recalled by the previous registrant in any other manner than new registration following its release. Please note that the "first come, first served" principle applies.

3.7.4 Are domain names released in the order in which they are listed in the file on The Swedish Internet Foundation's website, meaning alphabetically?

No, domain names are released randomly.

3.7.5 Do the releases begin at 4.00 a.m. UTC exactly?

The releases begin no earlier than 4.00 a.m. UTC.

3.7.6 How long does the actual release take? Are all domain names released at the same time?

Domain names are not released at the same time and the amount of time the release takes depends on several factors, such as how many domain names are being released.

3.8 Address updates

3.8.1 How are address updates handled?

Registry Services does not conduct any address updates. Under Section 9.3 of the Registrar agreement, the registrar must check the registrant's information and regularly ensure that this information is complete and correct.

3.8.2 What obligations does the registrar have to send updated information to Registry Services?

Under Section 9.3 of the Registrar agreement, the registrar must check the registrant's information and regularly ensure that this information is complete and correct.

3.8.3 If the registrant's information is incorrect, what can we do as registrars?

You must contact the registrant and request the correct contact information.

3.9 Contact ID

3.9.1 What happens to contacts (admin-c) when domain names are transferred to a registrar?

If a contact with the role admin, billing or tech has already been entered, it will be disconnected.

Our registry no longer handles contacts such as admin, billing and tech due to GDPR. Contacts with these roles should no longer be linked to domain objects at the registry level.

To a domain name (domain object) is a holder linked, a contact object. The contact object consists of various contact information concerning the holder and has an identifier in the system, a contact ID. In connection with a change of registrar, the domain object is moved to the receiving registrar. This means that after changing the registrar, it is the receiving registrar who manages the domain object and the contact

object for the holder. This means that the registrar can administer the domain and contact object via EPP.

Regarding the holder (the registrant), a new contact object (contact ID) is created that contains information about the holder.

3.9.2 Who creates a contact ID, Registry Services or the registrar?

The registrar personally does this via EPP by entering the command "create contact." The EPP documentation includes information on the recommended format.

However, when changing registrars, Registry Services creates the contact ID, by copying the information in the existing contact and creating the new contact ID.

3.9.3 Is a contact ID registrar unique?

The contact ID identifies a contact and is unique, meaning that there is no identical contact IDs at Registry Services. According to RFC 4933, the command <contact: create/> must include the contact ID (<contact:id/>), which is why the registrar creates its own contact ID. However, The Swedish Internet Foundation has certain rules concerning the contact ID. The contact ID must follow these rules:

- *Minimum length 3 characters*
- *Maximum length is 16 characters*
- *Must contains letters (a-z, A-Z) or digits (0-9) or dash (-).*

To check whether a contact ID is already in use, enter the command <contact:check/> to see several different contact IDs.

3.9.4 When is a message sent about the change of a contact ID?

The new registrar will not get a specific message about the change of a contact ID. They will, however, receive a message when a new contact has been created and that a change of registrar has occurred.

When changing registrars, the registrant's contact information is copied and a new, identical contact is created. Since a new contact is created in conjunction with the change, the new contact is thus also assigned a new contact ID; refer to the following figure:
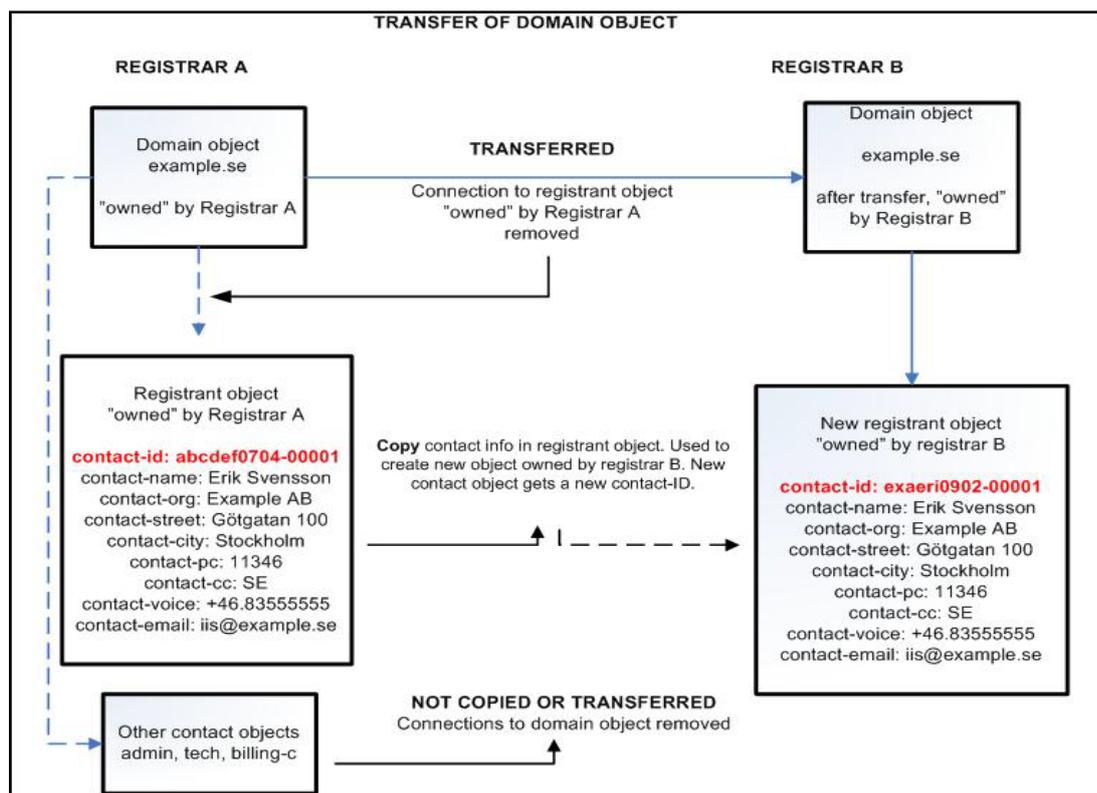
Figure 1: Registrar transfer

3.10   Other

3.10.1   What is the registrar website?

The Swedish Internet Foundation has a website for our registrars, https://registry.se. The website contains up-to-date information and serves as a forum for registrars to update their own contact information, view invoice documentation, access the Zonemaster tool, as well as routines and manuals and so on. However, please note that the registrar website does not serve as an administration interface for domain names and contacts.

3.10.2   What happens with the host objects at change of registrars?

When executing the command to change registrar, the registrar can choose to indicate a new nameserver. If no new nameservers are specified, the existing ones will remain in place.

3.10.3   Can a registrant change an IP address on a registrar's nameserver?

Only the registrar who administers the underlying domain name can update the IP address for a host object. For example, the registrar who administers the domain example.se can update the host object ns.example.se.

If a host object ends with a suffix other than .se or .nu, the host object cannot be updated and it is then managed by Registry Services.

3.10.4 Is the login for the registrar website personal or per registrar?

Login is via two-factor authentication with username, password and one-time code. You have a main user per registrar, but it is possible to add more users. Further information regarding this is available on the registrar website

3.10.5 Do Registry Services offer registrars the option of synchronizing their system with Registry Services system? (Or send a file once a week on domains that a registrar is managing according to the Registry Services?)

The system does not have any specific functionality for synchronization. However, domain names for which you are the registrar will be shown in a list on the registrar website. The list of domain names can be exported as an exported file. Please note that this list is generated once every 24 hours.

3.10.6 When does a registrar receive a "notify" message from Registry Services?

The types of "notify" messages that Registry Services send are listed in the EPP documentation. Notify messages are most commonly sent in such circumstances as deactivation, deregistration and change of registrar (in which case the message is sent to the old registrar).

3.10.7 Do Registry Services have a feature for bulk updating of domains?

No, Registry Services will not provide a specific feature for bulk updates of any objects. Updates will be performed via EPP, regardless of whether it is a matter of one or many updates. Functionality for bulk updates is something that the registrar must implement on its own.

3.10.8 Is there any type of EPP command to acquire a list of all domain names for which we are registrars?

No, but all domain names for which you are registrars are shown in a list on the registrar website.

4 Various case management matters

4.1 Registration services - registrar

Registration services are defined as new registration, renewals, contact information updates, nameserver management, change of holder, change of registrar (transfer), deregistration and DNSSEC.

4.1.1 Can Registry Services help a registrar perform a registration service if the registrar is experiencing operational disruptions or lacks support in their registration system?

Yes, in exchange for a separate fee. In section 15.3 in the Registry-Registrar agreement, you can read: "The Swedish Internet Foundation undertakes to offer a special service for Registrars who, when making the request, are unable to perform certain Registration Services through the technical interface EPP. The service entails that The Swedish Internet Foundation performs Registration Services on behalf of the Registrar in exchange for a separate fee."

Please contact *registry@internetstiftelsen.se* for more details.

4.1.2 Do Registry Services provide authorization codes to enable the completion of a change of registrar?

If the registrant does not receive their authorization code from their current registrar, the submitting registrar can refer the registrant to Registry Services to proceed with the matter. After having investigated the matter, authorization codes may be given to the registrant after five working days.

As the recipient registrar, you may, of course, choose to try to contact the submitting registrar on behalf of the registrant in order to resolve the situation yourselves.

4.1.3 Can Registry Services forward a message to a domain holder whose contact information is not visible in the whois?

Yes, if someone wants to get in touch with a domain holder and the contact details are not visible in the whois, it is possible to contact Registry Services with the information that they want forwarded. Registry Services will then send the message to the domain holder's e-mail address in The Swedish Internet Foundation's register.

4.2 Deactivation and quarantined domains

4.2.1 If requested, can Registry Services move the deactivation date for a domain to prevent deactivation?

No, the registrar is responsible for renewing the domains that the registrar manages and receives payment for, and subsequently performing the registration service via EPP. If you, as the registrar, have failed to do so on time, it is a matter between you and the customer.

Registry Services does not provide any assistance to registrars in these situations because we believe that it could influence the market in an improper manner.

4.2.2 If requested, can Registry Services reactivate a domain during the deactivation period?

No. The registrar is responsible for renewing the domains that the registrar manages and receives payment for, and subsequently performing the registration service via EPP. If you, as the registrar, have failed to do so on time, it is a matter between you and the customer.

If the domain name was deactivated due to a previously requested deregistration, you can annul the requested deregistration via EPP in order to reactivate the domain name.

4.2.3 If requested, can Registry Services reregister domains in quarantine?

No. No action can be taken on quarantined domains. They are simply deregistered and can only be reregistered once they are released. The "first come, first served" principle applies.

4.3 Registration services - Registrant

4.3.1 If the registrant's registrar cannot be contacted, can Registry Services help the registrant complete the registration service?

No, if the registrar cannot be contacted despite repeated attempts, the registrant can file a complaint to Registry Services. Registry Services will investigate the matter, however, we do not perform any registration services.

4.3.2 Can Registry Services help a registrant complete a new registration?

No, new domain names must be registered through one of our registrars.

4.3.3 Can Registry Services help a registrant renew their domain name?

No. Payments for annual domain name fees are made to the registrar who subsequently renews the domain name with Registry Services. If any problems arise due to this, the registrant must contact their registrar. The registrar is responsible for performing the registration service and ensuring that they have sufficient resources and skills to do so.

4.3.4 Can Registry Services help a registrant update contact information?

No. The registrant must request this service from their registrar. If any problems arise due to this, the registrant must contact their registrar. The registrar is responsible for performing the registration service and ensuring that they have sufficient resources and skills to do so.

4.3.5 Can Registry Services help a registrant implement a redelegation (manage nameservers)?

No. The registrant must request this service from their registrar since Registry Services does not perform any registration services. If any problems arise due to this, the registrant must contact their registrar. The registrar is responsible for performing the registration service and ensuring that they have sufficient resources and skills to do so.

4.3.6 Can Registry Services help a registrant to change the holder of a domain name?

No. The registrant must request this service from their registrar since Registry Services does not perform any registration services. If any problems arise due to this, the registrant must contact their registrar. The registrar is responsible for performing the registration service and ensuring that they have sufficient resources and skills to do so.

4.3.7 Can Registry Services help a registrant with change of registrar?

The registrant must request this service from their registrar since Registry Services does not perform any registration services.

If the registrant has not received the authorization code from their current registrar despite repeated attempts, the registrant can file a complaint to Registry Services. Registry Services will then subsequently contact the registrar. If Registry Services are unsuccessful in reaching the registrar, the authorization code will be provided.

4.3.8 Can a registrar charge a fee for updating contact information if so required for the registrant to receive their authorization code in order to change registrar?

The registrar is free to charge a fee for essentially all types of registration services. However, submitting registrars are not entitled to charge a fee for providing an authorization code, although in this case, the cost applies to the updating of contact information, which is acceptable to charge payment for. However, the price for the update must be proportional to the registrar's other prices.

4.3.9 But doesn't that mean that the submitting registrar is indirectly charging a fee for providing authorization codes for changing registrar?

It may be perceived as such, but the cost applies to the updating of contact information.

If it is necessary to update the contact information prior to providing the authorization codes and the update entails a cost, then this is entirely reasonable. However, the price for the update must be proportional to the registrar's other prices.

4.4 Quarantined domains

4.4.1 Can Registry Services reregister a domain name that is in quarantine, for example, due to it not being renewed on time?

No. When the domain name is released, it must be registered in the conventional manner and the "first come, first served" principle applies.

5 The agreement between The Swedish Internet Foundation and the Registrar

5.1 What is the right of cancellation when registering a domain?

As a registrar, domain name orders are often taken by filling in a form on the website, by telephone or by e-mail. Accordingly, the Act on Distance Contracts and Off-Premises Contracts (2005:59) applies. Each individual registrar is responsible for creating appropriate procedures for the right of cancellation in conjunction with the registration of a domain name.

5.2 Does the right of cancellation apply between the registry and registrars?

The right of cancellation under the Act on Distance Contracts and Off-Premises Contracts (2005:59) applies to consumers and is thus not applicable in the relation between registrars and the registry.

5.3 As registrars, are we entirely responsible for checking and verifying information?

The registrar must perform due diligence and verify the accuracy of the information that the registrar is obligated to submit. The information must be complete and correct to ensure high registry quality.

5.4 As registrars, are we obligated to have liability insurance?

Yes. This is a requirement in order to be a registrar in accordance with Appendix 1 of the registrar agreement.

5.5 What does liability insurance entail and what must it cover?

Normally, general liability insurance is included for companies that acquire a relevant insurance policy. However, in addition to basic protection, you may be required to supplement the liability insurance, depending on the level of risk under which a company operates.

General liability insurance may cover damage claims that are made with the company due to personal or property damage, and certain property loss. The insurance may also cover damages caused by the company and its employees or its products.

5.6 Where can I find information on requirements for registrants?

In the *Terms and Conditions of Registration*, which is an appendix of the registrar agreement.

5.7 What formal rights does a registrant have to a domain name?

The registrant has the exclusive use of a domain name during the registration period.

5.8 In what order does Registry Services apply sanctions if the registrar agreement is contravened?

If the Registry believes that the registrar has violated his/her obligations under the agreement, Registry Services can issue a warning demanding that the registrar correct their actions. If the registrar does not take corrective action within thirty (30) days, Registry Services is entitled to disable registrar access or to terminate the agreement with immediate effect.

5.9 Can a registrar transfer their customer base to another registrar without registrant approval?

Yes, this is stipulated in point 10.1 of the Terms and Conditions of Registration: *"The Registrar is entitled to, without the approval of the Domain Holder, assign its rights and obligations according to these Terms and Conditions of Registration to another Registrar*.

5.10 Can I provide a registrar with a technical platform without being a registrar myself?

Yes, however the registrar must have a registrar agreement with The Swedish Internet Foundation.

5.11 There are two registrars who use the same technical platform. Are they both required to have registrar agreements?

Yes, you must both have registrar agreements with The Swedish Internet Foundation in order to sign agreements for domains with customers. The alternative is for one of you to be a subregistrar who enters agreements with customers on behalf of the registrar.

5.12 What are the implications of a registrant registering through a proxy company instead of using their own information?

When a registrant registers a domain name under the top-level domain .se or .nu, the *Terms and Conditions of Registration* are approved by said registrant. The terms and conditions stipulate that the registrant is obligated to provide complete contact information and regularly inform the registrar of any changes. If the registrant opts to use a proxy company, said company becomes the registrant of the domain name. The agreement is between The Swedish Internet Foundation and the proxy company, not with the registrant and not with any company that in turn has an agreement with the proxy company.

5.13 What does the term "last resort function" mean?

The last resort function is established to ensure that the registrant has continuous domain-name service in case a registrar's agreement with The Swedish Internet Foundation ceases. For a limited time, until the registrant has selected a new registrar,

The Swedish Internet Foundation will ensure that the registrant has a working domain name service.

5.14 Whose agreement with the registrant applies when a registrar's agreement expires?

When a registrar's agreement with The Swedish Internet Foundation expires, the registrant's agreement remains valid as before, although the counterparty becomes The Swedish Internet Foundation, which will inform the registrant that he/she should select a new registrar as soon as possible.

The domain holder shall select a new registrar during the time where the Swedish Internet Foundation is the temporary registrar, and if the domain holder refrains from choosing a new registrar the domain name will be deactivated and deregistered when the registration period ends.

6 Subregistrars

6.1 What is a subregistrar and can I use one?
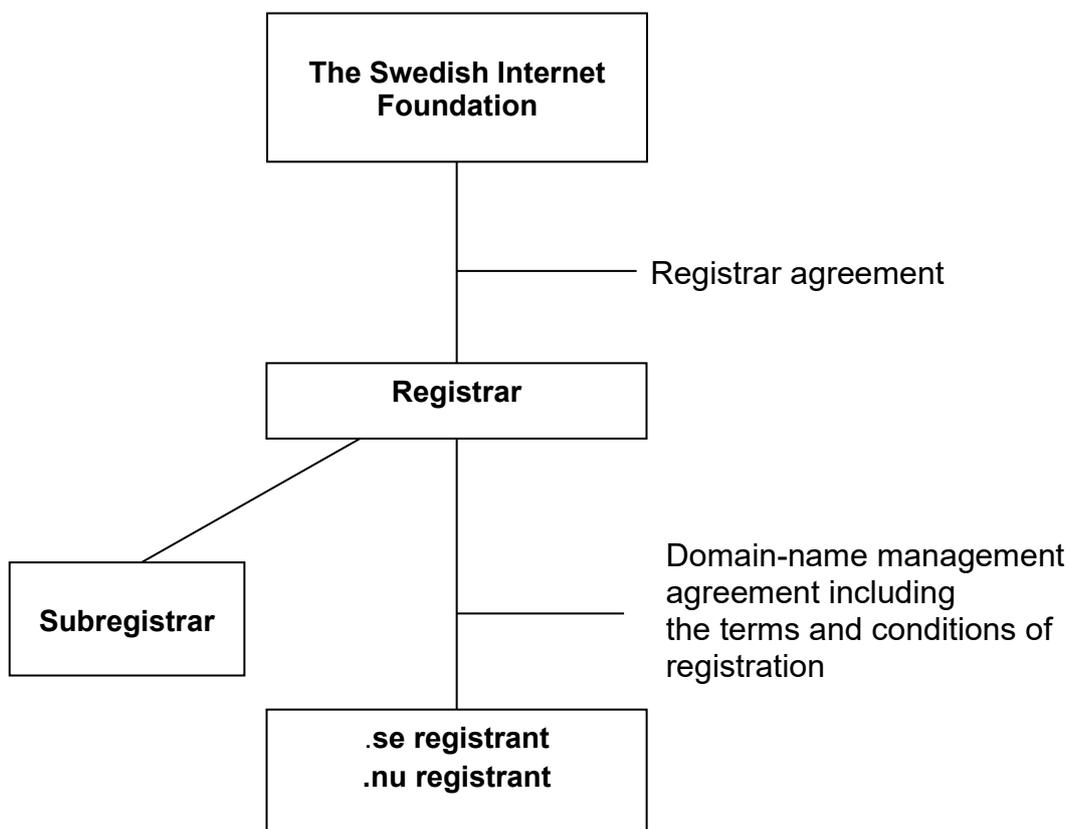
To begin, a *registrar agreement* is entered into between The Swedish Internet Foundation and a registrar. Under this agreement, the registrar has the right to perform registration services under the top-level domain .se or .nu, (or both). If the registrar collaborates with a third party – a subregistrar – to acquire new customers or to perform other registration services, the registrar is completely responsible for the actions of said subregistrar.

A subregistrar is defined as the party that accepts assignments from the registrant on behalf of the registrar. An agreement is entered into between the registrar and the registrant.

An excerpt from point 14.4 of the registrar agreement:

"*The Registrar is entitled to appoint sub-registrars that are entitled, on behalf of the Registrar, to accept tasks relating to Registration Services from Domain Holders that are then performed by the Registrar via the technical interface EPP and on the Registrar´s own Registrar account. The Registrar is wholly responsible, in relation to the*

Foundation, for the actions of sub registrars relating to Domain Names and Registration Services."

6.2 As a registrar, what responsibility do I bear for my subregistrars?

The registrar bears full responsibility to The Swedish Internet Foundation for the actions of subregistrars concerning domain names and registration services.

In the informational material and agreement, subregistrars may be used by registrars as resellers who accept assignments from registrants on behalf of registrars. However, if a registrar uses a reseller, said registrar remains party to the agreement with the registrant. Accordingly, the registrar's name must always be communicated to the registrant by the subregistrar.

6.3 Do I have a relationship with The Swedish Internet Foundation as a subregistrar?

No, but you have an agreement relationship with a registrar. The registrar has entered into a registrar agreement with The Swedish Internet Foundation, which entitles said registrar to perform registration services. As a subregistrar, you have the right to act as a reseller to a registrar, meaning that you may accept registration service assignments from registrants, which are subsequently performed by the registrar via EPP.

6.4 As a subregistrar, do I have registrants of .se or .nu domains as customers?

No, you do not have agreements with registrants. The agreement for .se and .nu domains is entered into between the Registrant and your Registrar. You must always make this clear to customers.

6.5 As a registrar, can I choose to have only subregistrars (and to not handle any registrants)?

No, as a registrar, you must offer registration services to registrants, have agreements with registrants and have a customer service function that helps registrants.

7 Certification

7.1 What does certification entail?

Certifcation is a process to ensure that prospective registrars fulfill requirements in terms of the administrative and technical ability and suitability to represent The Swedish Internet Foundation. Certification is a requirement to sign an agreement with The Swedish Internet Foundation. The following is required for becoming a certified registrar:

- *A registrar agreement with The Swedish Internet Foundation*
- *The registrar must have at least one employee who has studied the available self-study material, which is available via The Swedish Internet Foundation's website for registrars*
- *EPP functionality approved via test.*

An interested party applies to become a registrar by completing an application form on The Swedish Internet Foundation's website for registrars. When The Swedish Internet Foundation has received and approved the application, instructions are sent by e-mail concerning the EPP test.

7.2 Why is an EPP test required?

With this technical test, Registry Services aims to ensure that the registrar's system can perform the registration services for Registry Services via EPP.

7.3 How do you apply for the EPP test?

You apply by sending an e-mail to Registry Services stating that you want to take the EPP test. In return, you will receive instructions and documentation for the test.

7.4 What is included in the self-study material?

The self-study material includes information about the following:

- *The Internet and its various organizations and related basic technology.*
- *Laws; the Act on Distance Contracts and Off-Premises Contracts, the Data Protection Act and GDPR, and the National Top-Level Domains for Sweden on the Internet Act.*
- *The Registry-Registrar Agreement, also known as the registrar agreement.*
- *Customer service functionality, expected service levels, processing times.*
- *Administrative procedures for new registration, change of registrar, change of holder, updates, blocked/reserved domains, deregistration, and so forth.*

7.5 What other requirements are there for registrars?

Other requirements for registrars are listed the registrar agreement (in Appendix 1).

7.6 What happens if you do not pass the EPP test?

You may retake the test several times until you successfully pass. Please take into consideration that you may have to retake the test a number of times in order to pass.

8 General questions

8.1 Why are nameservers necessary?

Nameservers are required to perform the translation of domain names to IP addresses, which makes the domain reachable by visitors.

8.2 What is ICANN?

International Corporation for Assigned Names and Numbers (ICANN) is a non-profit organization that is responsible for IP address allocation, protocol identifiers, generic top-level domains (gTLD), country code top-level domains (ccTLD) and the root server system.

8.3 What organization is responsible for ICANN?

ICANN is an international multi-stakeholder organization and since 2016 independent of any government (formerly nominally under governance by the United States Department of Commerce).

8.4 What is IANA?

The Internet Assigned Numbers Authority (IANA) is a standards organization that oversees global IP address allocation, autonomous system number allocation, root zone management in the Domain Name System, media types, and other IP related symbols and Internet numbers.

8.5 What is RIPE NCC?

One of the five Regional Internet Registries (RIR), which is located in Amsterdam. RIPE NCC reports to IANA and is tasked with assigning IP addresses in its region.

8.6 What is RFC?

RFC is a document series published by the Internet Engineering Task Force (IETF). RFC:s describe the standards and recommendations on which the Internet is based.

8.7 What is meant by IDN domain names?

IDN (Internationalized Domain Names) are domain names that contain international characters according to the international Unicode standard. Various top-level domains have chosen to support different sub-sets of the total Unicode standard. The objective of Unicode is that all characters in all of the world's writing systems can be included and thus possible to represent. Unicode gives each character a unique number, regardless of platform, application or language.

8.8   What is an ACE-encoded domain name?

ACE is short for ASCII-Compatible Encoding and is a method for using non-English characters, such as the characters åäö, in domain names. The encoding only uses the letters a-z, the digits 0-9 and the hyphen, and domain name systems can technically only handle these characters. Any other characters are encoded as combinations of these characters and are replaced automatically by web browsers that support ACE. ACE is included in the IDN system.

For example, the domain name www.räksmörgås.se is converted with ACE from the more technical www.xn--rksmrgs-5waolo.se. This is normally handled by the browser software, invisibly to the user. Similar conversions are possible in nearly all writing systems, including complex writing systems such as Chinese and Japanese.

8.9   What is ENUM?

E.164 Number Mapping, also called ENUM for short, is a standard to map telephone numbers to web addresses. The addresses have the same structure as traditional telephone numbers.

8.10   What is ASCII?

ASCII, or the American Standard Code for Information Interchange, is a character encoding system for letters and other characters in computers. The code uses seven bits, thus accommodating 128 different characters. ASCII was designed for US requirements and is not sufficient for any other language than English, since no other letters than A-Z and a-z are included. The internet was founded with ASCII and 7-bit transmissions, and 7-bit variants of ASCII were therefore created in nearly all countries. ASCII and ASCII extensions with 8 bits are gradually being replaced by Unicode, a character encoding system that uses more than 8 bits and supports all languages and writing systems.

8.11   What is ISOC?

The Internet Society (ISOC) is a non-profit organization and the organizational home for the groups responsible for standards for the Internet infrastructure, including the Internet Engineering Task Force (IETF).

8.12   What is a ccTLD?

ccTLD is the acronym for country code top-level domain name, where "cc" is short for country code.

8.13   What is a gTLD?

gTLD is the acronym for generic top-level domain names, which in simplified terms means anything other than a ccTLD.

8.14   What is a nameserver?

A nameserver is a computer with software that stores and/or distribute zone files and receive and send queries directed to a given domain.

8.15   What is a redelegation?

A redelegation is change in the DNS data for a domain name and, more specifically, a change of the nameserver records (NS record) in a zone file for a certain domain name. NS record includes the name of the server where further information about a certain domain name is available.

8.16   How is a registrant defined?

Registrant is the international name for holders of domain names.

8.17   How is a registrar defined?

Registrar is an international term for parties that are involved in domain name management.

8.18   What is a registry?

A Registry is an organization that is responsible for the administration and operation of a top-level domain, such as The Swedish Internet Foundation.

8.19   What is a DNS resolver?

DNS resolver is a piece of software that translates domain names to IP addresses and vice versa.

8.20   What is whois?

Whois is the name of a function that shows who the registrant of a certain domain is.

8.21   What is a delegation?

Delegation means that the central domain name registry has been updated with information that includes the nameserver pointer to the location where additional information about the domain is available, meaning that it links onward in the DNS tree.

8.22   What is DNSSEC?

The Domain Name System Security Extensions (DNSSEC) is an optional suite of specifications for domain name security, which makes it possible to ensure that the information that is sent originates from the right source and makes it possible to detect whether the information has been manipulated or compromised during the transmission.

8.23   What is registrars.se?

Registrars.se is an industry organization, founded and operated independently of The Swedish Internet Foundation.

8.24 What is the average duration before a redelegation has an impact on Internet users?

On average, usually 12-24 hours.

8.25 What is Zonemaster?

Zonemaster is a service that verifies the quality of delegations in the domain name system. Zonemaster also has a special service, offered solely to The Swedish Internet Foundation's registrars, for an e-mail subscription of tests performed on domains which have been modified, such as through redelegation.

8.26 What type of IDN support does The Swedish Internet Foundation offer?

Complete lists of all the permitted characters, are available on The Swedish Internet Foundation's website, *www.internetstiftelsen.se*. There is one list for .se-domain names and one for .nu-domain names.

8.27 What is a subdomain?

Internet addresses have a reverse topology, where the first piece is actually subordinate to the following pieces. Each section, divided by a period, is subordinate to the one following it, so yyy is a subdomain of zzz.se in the address yyy.zzz.se. If the full address is qqq.yyy.zzz.se, qqq would be subordinate to yyy which is subordinate to zzz.se, but they are all subdomains to zzz.se

9.   General - legal issues

9.1   What is regulated in the Swedish Top-level Domains Act?

The Swedish Top-level Domains Act, *Lag (2006:24) om nationella toppdomäner för Sverige på internet,* applies to the top-level domain .se and regulates, among other things, the following:

- The technical operation of the .se domain and the allocation and registration of .se domains.

- What information the register of assigned domain names should include and how the registry information should be handled.

- The information in the register can be retrieved without charge via the internet. However, personal data may be made available in this way only if the data subject has consented to it.

- The domain administrator, The Swedish Internet Foundation, shall provide an efficient dispute resolution procedure for the allocation of domain names.

9.2   Are there any legal requirements for information on an e-commerce site?

Yes, Electronic Commerce Act, *Lag (2002:562) om elektronisk handel och andra informationssamhällets tjänster*, contains a number of specific minimum requirements for websites relating to e-commerce, such as the information below, and more:

- Information on the trader's name, geographic address, and email address.
- Information on the corporate identity number and VAT registration number.

The information shall be provided as follows:

- The above information shall be direct and easy to find, easily available and permanently accessible in a manner, so that it, for example, can be saved.

- If price is stated on the website, the price must be communicated in a clear and obvious manner. If tax and/or delivery costs are added to the final cost, this must be indicated.

9.3   Are there legal requirements for information to be submitted before and after a distance agreement is entered into?

Yes, the Distance Contract Act, *Lag (2005:59) om distansavtal och avtal utanför affärslokaler*, means that information must be provided before an agreement is entered into. After the agreement has been concluded, certain information must be provided in a durable form, for example, on paper or in an e-mail.

The Distance Contract Act is applicable, for example, when agreements between two parties are concluded remotely, such as via the Internet. The Distance Contract Act only applies in relation to a consumer, which means that the law does not apply on the trader's information given to other traders.

The Distance Contract Act states, among other things, that the following information shall be provided in a clear and obvious manner before a distance agreement is concluded with a consumer (for a complete list of the information to be provided, we refer to the Distance Contract Act, *Lag (2005:59) om distansavtal och avtal utanför affärslokaler*).

- *Information about the trader's name, organization number, telephone number, fax number, postal address, and e-mail address.*
- *The main characteristics of the product or service.*
- *The price, including taxes and fees. If the price cannot be stated in advance, information must be provided on how the price is calculated. If the agreement applies to a subscription or if it runs indefinitely, the costs per billing period and month must also be stated.*
- *Payment terms for the product or service.*
- *Information about the right of withdrawal (see below).*
- *Conditions for termination of the agreement.*
- *Duration of the agreement.*
- *Possibilities of having disputes with the trader tried out of court.*

A confirmation of the conclusion of the contract indicating when the goods or services are being delivered shall be provided to the consumer in durable form, such as paper or e-mail (information only on the website is not sufficient) within a reasonable time after the contract has been concluded. This confirmation is usually called a receipt or order confirmation. The confirmation shall contain the information that is stated in the bulleted list above.

If there is no right of withdrawal, this must be stated in the confirmation. (More information on the right of withdrawal to be found further below in this document.)

9.4 When does the consumer have a right of withdrawal?

The consumer is guaranteed a right of withdrawal under the Distance Contract Act. The right of withdrawal means that the consumer can, without giving any reason, cancel an order within 14 days. When the right of withdrawal is exercised, the consumer must get back what he or she has paid.

However, exceptions from the consumer's right of withdrawal under the Distance Contract Act exist in certain situations. One of these exceptions applies if the agreement relates to a service that has already been completed, if the consumer has explicitly agreed to the service being started and whether the consumer has agreed that there is no right of withdrawal. If the consumer is deprived of the right of withdrawal in this way, it is important that the consumer is informed about it in a clear manner.

Since the Distance Contract Act only applies to consumers, traders do not have a right of withdrawal. Sole traders, however, have a recognized right of withdrawal in the Swedish telecom industry's rules of conduct, which correspond to consumer's right of withdrawal in distance contracts.

9.5 Can a trader freely decide on the contents of the contract terms?

No, even if the trader has a large possibility to unilaterally design the contractual terms, this possibility is limited by the Act (1994:1512) on contractual terms in consumer relations, the terms of contract law.

The terms and contract law apply to standard terms, so-called general terms, which a trader uses when offering a product or service to a consumer.

According to this law, the standard terms and conditions that the trader offers to the consumer must be reasonable. There are three variants of unfair contract terms according to the law:

- Conditions that violate mandatory consumer protection legislation. For example, conditions that give the consumer less rights than what is stated in the Distance Contract Act.
- Conditions that violate non-mandatory legislation, but are so detrimental to the consumer that there is no reasonable balance between the rights of the trader and the consumer. For example, that only the trader can terminate the agreement or that the consumer may not go to court in the event of a dispute.
- Terms that are misleading, or are not formulated clearly, and the consumer cannot predict the consequences of the condition. For example, conditions that are contradictory or incomplete.

9.6 Where is personal data management regulated?

In addition to sector-specific legislation on the management of personal data, the General Data Protection Regulation, GDPR, contains general rules on the management of personal data. The GDPR is supplemented by the Act (2018:218) with supplementary provisions to the EU data protection regulation, the Data Protection Act.

9.7 What counts as personal information?

Personal data is basically all information that can be attributed to a living, physical (natural) person. Names, e-mail addresses and personal identification numbers are a few examples of information that can be personal data. An IP address can also be personal data.

9.8 What are the requirements of GDPR and Data Protection Act?

Among other things, the following requirements apply when processing personal data:

- A legal basis (for example, consent, contractual relationship or balance of interests) is required for processing personal data,
- Anyone who processes personal data is obliged to provide information to the data subject (the physical person) about the processing of personal data,
- Anyone who processes personal data is obliged to correct personal data that is incorrect,
- Anyone who processes personal data must protect personal data through appropriate technical and organizational measures.
- If personal data processors handle personal data on behalf of the person who processes personal data (personal data controller), the processing of personal data shall be regulated by an agreement (so-called personal data processing agreement).

9.9 Can information be disclosed according to GDPR and Data Protection Act?

Personal data may only be disclosed under certain specific conditions. Among other things, personal data can be disclosed if one of the following conditions is met:

- The data subject has given consent to the disclosure of the personal data for one or more specific purposes.
- The disclosure is necessary to fulfill a legal obligation (for example, law, regulation, government decision or collective agreement).
- The disclosure is necessary for purposes relating to a legitimate interest of the registrar, the person requesting it, or another third party and the data subject's interests or fundamental rights and freedoms do not weigh heavier (balance of interests).

If the information is disclosed, it is important that as few personal data as possible be disclosed. Thus, some form of data minimization is required.

For more information about the disclosure of personal data, see The Swedish Internet Foundation's document "Information for The Swedish Internet Foundation's registrars on disclosure of personal data", which is published on The Swedish Internet Foundation's website for registrars.

9.10 How do two parties enter into a legally binding agreement?

A binding agreement can be entered into without formal requirements. An agreement need not be in paper form or be signed to be binding. A binding agreement can be entered into by giving a party access to the contract terms on a web page and accepting them by clicking on "I accept the terms" or similar. However, it is important to ensure evidence that a contract has been entered into and that the other party has accepted certain contract terms (see below).

According to general civil law principles, the burden of proof lies with the party claiming that an agreement has been entered into. In the event of a dispute, the parties may therefore need to prove that the other party is bound by certain conditions. Therefore, there is a need for clear technical and administrative procedures for the conclusion of the agreement and for the storage of agreements, so that they can be presented to a court of law.

9.11 What does authorized representation mean?

An authorized representation is a pledge that a specific person (proxy) has the right to conduct legal acts on behalf of someone else. The authorized representation may, for example, hold that the person who has received the authorization has the right to enter into contracts that bind the principal (the person behind the authorization).

A valid letter of authorization must, be signed by the principal, name the authorized representative and describe what the authorized representative may do. The authorization should also regulate how long the authorization is valid and how it can be revoked.

When receiving a letter of authorization from someone who shows that they have the right to represent a person or a company, it needs to be assessed whether the authorization is valid and whether it really gives the authorized person the powers they claim. One step in this is to assess whether the principal who issued the letter of authorization from the beginning has the

authority to conduct the legal act on their own.

9.12 How are disputes about domain names determined?

The principle "first come, first served" is used for the allocation of .se and .nu domain names. If someone considers themselves to have a better right to the domain name than the holder, it is possible to contest the allocation of the domain name afterwards. Please note that the processes are different depending on whether the matter concerns a .se or a .nu domain.

If the dispute concerns a .se domain, disputes concerning the right to the domain name are settled in The Swedish Internet Foundation's Alternative Dispute Resolution Procedure (ADR). ADR exists so that it is possible to determine the allocation of a domain name in retrospect in a simple way, without having to go to court.

To achieve success in ADR, the applicant for dispute resolution needs to demonstrate that all three of these circumstances (prerequisites) are met:

- The applicant must have a right (e.g. a brand or company name) valid in Sweden.

- The domain holder shall have acted in bad faith when he/she registered or used the domain name.

- The domain holder shall also have no right or justified interest in the domain name.

More information about ADR can be found here: https://internetstiftelsen.se/en/dispute-resolution/dispute-resolution-for-se/

If the dispute concerns a .nu domain, the dispute is handled by the dispute resolution organization approved by ICANN and the registrar of the holder. Disputes regarding the allocation of .nu domain names are applied under the Uniform Domain Name Dispute Resolution Policy (UDRP), a policy developed by ICANN. The Swedish Internet Foundation is not involved in the administration or the handling of disputes over .nu domains. More information about the dispute resolution can be found here, https://internetstiftelsen.se/en/dispute-resolution/dispute-resolution-for-nu/.

The dispute resolution procedure through ATF or UDRP is an alternative to going to court. A party always has the opportunity to apply to have the case tried in public court.

9.13 What if there is a suspicion that domain names are being used for illegal purposes?

The Swedish Internet Foundation's registration terms for .se and .nu indicate that a domain name can be deregistered or deactivated by The Swedish Internet Foundation when presenting a legally binding judgment.

For suspicions that domain names are used for criminal purposes, a report should therefore be made to the Police Authority. In case of suspicions of other illegal uses of domain names, such as fraud or unfair marketing, the notification can be made to the Consumer Agency.

9.14 What measures can be taken to correct an inaccurate organization number?

If a domain name has been registered with an incorrect organization number, see an example below on how to rectify this.

A domain name was registered in 2003 on behalf of Company A. However, the registration ended up with the wrong organization number, which led to the holder becoming Company B instead of Company A. The registrar who carried out the registration has been bankrupt for several years, and it is therefore not possible to obtain documents from the registrar. Company A has sent receipts claiming that they have made payments for the domain name over the years.

A situation such as the above can be solved by contacting Company B and simply ask them to transfer the domain to Company A. Or, Company B could state in writing that it does not claim the domain name. Company A should submit a certificate stating that they are using the domain name and include receipts that show they have paid for the domain name on previous occasions. Moreover, Company A must accept The Swedish Internet Foundation's terms and conditions of registration.

9.15 What are the permanent links to the terms and conditions of registration?

Registrars can use the following permanent links to the registration terms and conditions, for example in conjunction with new registration of domain names.

Links for the top-level domain .SE in Swedish:
https://www.iis.se/docs/Registreringsvillkor_sv.pdf

https://www.iis.se/docs/registreringsvillkor.pdf

Link for the top-level domain .NU in Swedish:
https://www.iis.se/docs/Registreringsvillkor_sv_nu.pdf

Links for the top-level domain .SE in English:
https://www.iis.se/docs/Registreringsvillkor_eng.pdf

https://www.iis.se/docs/terms-and-conditions-of-registration.pdf

Link for the top-level domain .NU in English:
https://www.iis.se/docs/terms-and-conditions-nu.pdf