

FAQ for Registrars

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1 General

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

The Swedish Internet Foundation (Internetstiftelsen) is the name of the independent non-profit organization that is responsible for the Internet's top-level Swedish domain, meaning all Internet addresses ending in .se. In addition to taking responsibility for the administration and technical operation of the national domain name registry, The Swedish Internet Foundation promotes the positive development of the internet in Sweden.

Registry Services is responsible for the administration and technical operation of the national domain name registry. Sales of domain names are conducted through resellers called registrars.

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 100 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 100, excluding VAT, this price is both for new registrations and renewals.

The fee for the registration of a .nu-domain name is SEK 100, 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 rules apply in Sweden:

Companies in Sweden – Swedish VAT

Private persons in Sweden – Swedish VAT

Foreign companies within the EU – no VAT *

Private persons within the EU – Swedish VAT

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

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 in your account on the registrar website .

3 Routines

3.1 Change of registrar

3.1.1 How do you do 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 and 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 registrars obligation to ensure that the registrant is in fact the party requesting the authorization code and 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 registrants 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.

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 9 of the Registry-Registrar Agreement 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 do a change of holder in conjunction with a change of registrar. The routine for change of holder is completely separate routine from changing registrar.

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

According to the description for the change of holder routine, the registrant must be informed by the registrar, according to the general requirements in the registrar agreement, that a receipt must be recorded for every registration service. A frequently used method for this is by sending 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 in 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.. This party may be:

- a) an employee who lacks authority.
- b) someone who claims to be the registrant.

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

Answer: You initiate an investigation of whether 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 whether a incorrect change of holder has taken place. 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?

Answer: 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?

A company is in bankruptcy, and the person listed as contact person for the company's domain name wishes to transfer the domain name to another company. How does the registrar handle this?

Answer: The registrar must have routines to ensure that the person who requests the change of holder (transfer) 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?

A customer (authorized signatory for former registrants) claims that the person who initiated the change of holder was unauthorized to sign on behalf of the company. What do you do?

Answer: 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, an online poker 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?

Answer: In this case, 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 "first come, first serve" principle.

3.3 Renewal of domain names

3.3.1 Does 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 changes its 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 (renew) to make the domain active again.

When the deactivation period expires, the domain will be transferred to an internal registrar and placed in quarantine. At this stage, the previous registrant cannot reclaim the domain name. All domains in quarantine will then be released. A domain remains in quarantine for 7 days.

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?

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 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 both .se-domains and .nu-domains:

The monthly rate is set at SEK 8,33, which is SEK 100/12 rounded down. For example, a registration or renewal for a 12-month period will thus cost $8,33 \times 12 =$ SEK 100. All prices exclude VAT.

3.4.5 How will any future price changes affect registrants who have paid for their domain names for multiple-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 multiple-year payment is implemented?

The Swedish Internet Foundation believes that the advantages of multiple-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 valid and up to date when the domain name is registered and on an annual basis henceforth.

3.4.7 If a domain name has been registered or renewed for a multiple-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 multiple-year period, what is applicable if the domain name is transferred to another registrant (change of holder)?

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

3.4.9 What is applicable if, for example, a company that is the registrant for a domain name ceases to exist and the domain has been renewed for a multiple-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 multiple-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 multiple-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 multiple-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 multiple-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.

is it mandatory for us As registrars to offer Multiple-Year Payment?

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

3.5 Management of nameservers

3.5.1 Does Registry Services provide a tool to test whether a nameserver has been correctly configured?

Yes, Zonemaster, which can be accessed via the registrar web.

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 of the 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 verifies redirection of newly registered domain?

A preliminary check of the nameserver will not be performed with Registry Services. The initial check of a newly registered domain is performed within 12 hours from the time of registration in 95 percent of cases. Registry Services also regularly checks the nameservers of all domains.

3.6 Deregistration of domain name

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

No, a deregistration can only be performed on behalf of the registrant, 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.

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 his/her domain name. Deregistration is made via EPP, for more information please see the EPP documentation.

When the clientDelete-parameter has been set to "1" the domain name will be deactivated for 60 days, during these days the registrant can regret 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 the set ClientDeleteDate as well as the ClientDeactivationDate is removed.

If the domain holder wants to deregister the domain name it has to be requested again through the new registrar. In this way the current registrar will have the basis for 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 routine description for deregistration, the registrant must be informed by the registrar, according to the general requirements in the registrar agreement, that a receipt must be recorded for every registration service. This is usually done through e-mail.

3.6.8 What can go wrong during a deregistration?

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

Errors that can occur in the event of deregistration is for example 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.

It can also be a wrong person who requested the deregistration 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 an incorrect deregistration occurred. The registrar must have appropriate routines to check a person's identity. Make sure to save the information so that you can show for your procedure and 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 deregistrations handled that were conducted by persons who are unauthorized to act on a company's behalf?

You initiate an investigation of whether an incorrect deregistration occurred. The registrar must have appropriate routines to check a person's identity. Make sure to save the information so that you can show for your procedure and 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 serve” 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 not 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 such factors 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 valid and current.

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 valid and current.

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 etc.) to domain names that are transferred to registrars?

The contacts are disconnected. Each domain name (domain object) has one connected registrant, known as a contact object. The contact object comprises various contact information concerning the registrant and has an identifier in the system, known as a contact-ID. In conjunction with a change of registrar (transfer), the domain object is relocated to the receiving registrar who manages the domain object and the contact object for the registrant. This means that the registrar can administer domain objects and contact objects via EPP. In other words, other contact objects can be connected to the domain name, for example, a technical contact.

For the registrant, an entirely new contact object is created (contact ID) that includes information on the registrant. As a registrar, if you connect other contacts to a domain object on behalf of the registrant, you can opt to use an existing contact object that you are managing, or create a new one.

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 manual 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/contact-ID.

3.9.3 Is contact-id registrar unique?

The contact ID identifies a contact and is unique, meaning that there is no identical contact ID's at Registry Services.

According to RFC 4933, the command <contact: create/> must include the contact ID (<contact:id/>), which is why the registrar creates it's own contact ID. However, The Swedish Internet Foundation has certain rules concerning the contact ID. These rules are listed below. The contact ID must:

- 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 and use the first available contact ID.

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. He will however get 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 figure below:

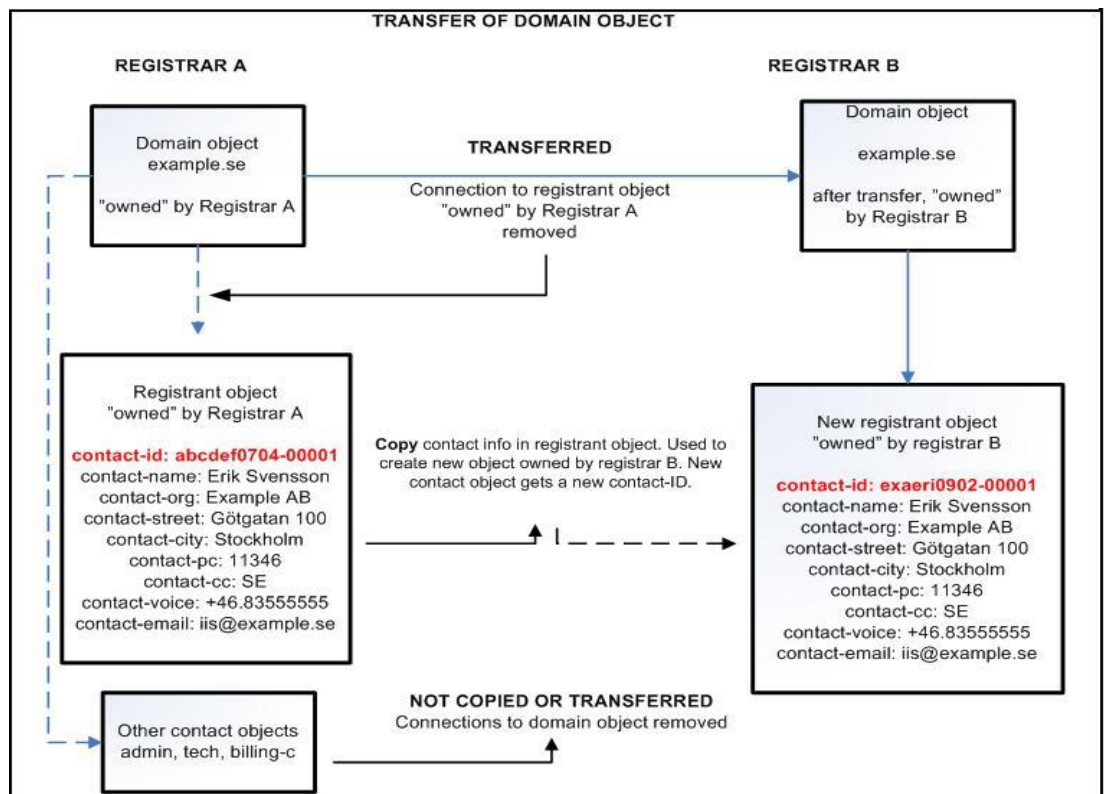


Figure 1: Registrar transfer

3.10 Other

3.10.1 What is the registrar website?

The registrar website, registrar.iis.se is The Swedish Internet Foundation's website for registrars. The website contains up-to-date information and serves as a forum for registrars to update their own contact information, view invoice documentation, access Zonemaster as well as routines and manuals, etcetera.

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 (transfer)?

In the command of change of registrar (transfer), 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 it concerns a host object ending with another suffix than .se or .nu, the host object cannot be updated, 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 Will 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 function for synchronization. However, domain names for which you are registrars will be shown in a list on the registrar website. The list of domain names can be exported in a 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 manual. “Notify” messages are most commonly sent in such circumstances as deactivation, deregistration and change of registrar (transfer) (in which case the message is sent to the old registrar).

3.10.7 Does Registry Services have a function to bulk update domains?

For Example: Update of technical contacts when the registrar does not run the name servers.

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

The name servers that redirect to the domain name have nothing to do with whether or not a registrar can link a technical contact. Linking a contact is updating of a domain object, and the same applies for changing the domain object's name server. What is required, on the other hand, is that the registrar manages the domain object in question. If, on the other hand, the update applies to a specific name server (host object), for example adding an IP address, it is of interest which registrar administers the host object to be updated.

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.

The questions listed below are based on questions asked by registrars.

4.1.1 **Can Registry Services help a registrar perform a registration service if, for example, 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 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 Foundation performs Registration Services on behalf of the Registrar in exchange for a separate fee.

Please contact registry@internetstiftelsen.se for detailed routines.

4.1.2 **Does Registry Services provide authorization codes to enable the completion of a change of registrar (transfer)?**

If the registrant does not receive his/her authorization code from his/her current registrar, the submitting registrar can refer the registrant to contact Registry Services to proceed with the matter. After having investigated the matter, authorization codes may be given to the registrant after five (5) working days.

As the recipient registrar, you may naturally choose to try to contact the submitting registrar on behalf of the registrant.

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@internetstiftelsen.se with the information that shall be forwarded. Registry Services will then send the message to the domain holders email address in The Swedish Internet Foundation's register.

4.2 Deactivation and quarantined domains

The questions listed below are based on questions asked by registrars.

4.2.1 **If requested, can Registry Services move the deactivation date for a domain name forward to thus 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 assistance to registrars in these situations because we believe that this could steer the market in an improper manner.

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

No, the registrar is responsible for renewing the domains that he/she manages and receives payment for, and subsequently performing the registration service via EPP. If you have failed to do so on time for any reason, 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 to reactivate the domain name.

4.2.3 If requested, can Registry Services reregister a single or number of domains that are 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 serve" principle applies.

4.3 Registration services - registrant

Listed below are a number of questions and answers aimed at informing registrars about Registry Services approach to registrants in these types of matters.

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, which will subsequently further 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. There are more than 140 to choose from.

4.3.3 Can Registry Services help a registrant renew his/her 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 his/her 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 updates contact information through his/her registrar.

4.3.5 Can Registry Services help a registrant implement a redelegation (nameserver management)?

No, the registrant must request this service from his/her registrar. If you are dissatisfied with your registrar, you are always welcome to change 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, this service is performed by the registrant's registrar. The registrar managing the domain name can perform the change of holder.

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

The answer is “no” since it is a matter of the actual implementation of the change of registrar (transfer). The registrant must request this service from his/her new registrar after the authorization code has been provided by the current registrar.

If the registrant has not received the authorization code from his/her 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 the registrant’s registrar charge a fee for updating contact information if so required for the registrant to receive his/her authorization code to change registrar (transfer)?

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 (transfer)?

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

The questions listed below are based on questions asked by registrants.

4.4.1 Can Registry Services reregister a domain name that is in quarantine, which has not, for example, been renewed on time?

No, when the domain name is released, it must be newly registered in the conventional manner and the “first come, first serve” 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 Swedish Distant Sales and Door-to-Door Sales Act (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 Swedish Distant Sales and Door-to-Door Sales Act (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 information?

The registrar must suitably check the accuracy of the information that the registrant is obligated to submit. The information must be valid and current to ensure high registry quality.

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

Yes, this is a requirement to be a registrar in accordance with Appendix 1.

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 with an insurance company. However, in addition to the basic protection, you may be required to supplement the liability insurance, depending on the level of risk under which a company operates.

A 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 Registration terms and conditions, Appendix 2 to 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 his/her actions. If the registrar does not take corrective action within thirty (30) days, Registry Services is entitled to close the registrar down or to terminate the agreement with immediate effect.

5.9 Can a registrar transfer his/her customer base to another registrar without the registrants' approval?

Yes, this is stipulated in point 10.1 of the registration conditions: "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, but 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 what is known as a proxy company instead of using his/her own information?

When a registrant registers a domain name under the top-level domain .se or .nu, the Registration terms and conditions are approved. These terms and conditions stipulate that (point 4) 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 any company that in turn has an agreement with the proxy company.

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

Under a registry-registrar model, it is commonplace to deploy a "last resort function." 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?

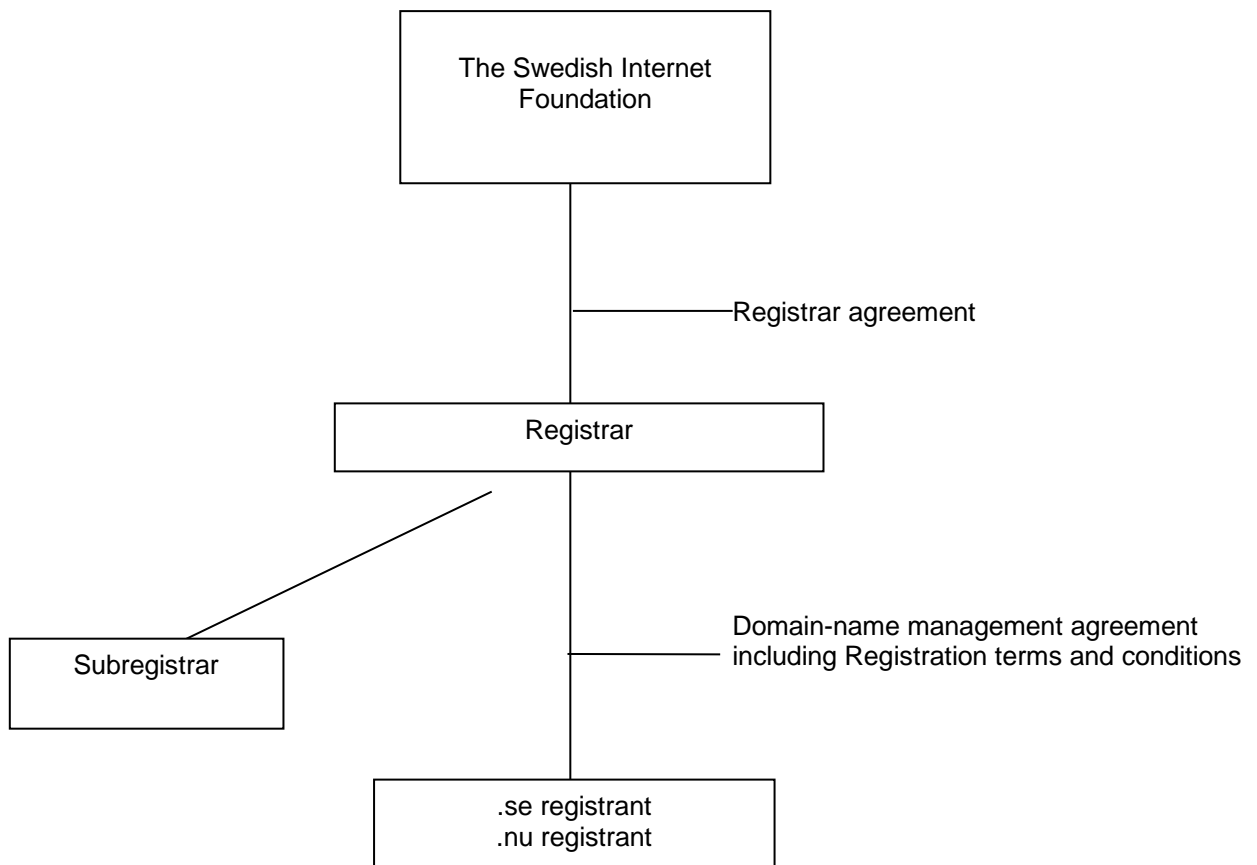
When a registrar's agreement with The Swedish Internet Foundation expires, the registrant's agreement remains valid as before, although the counterparty becomes The Swedish Internet Foundation, which will inform the registrant that he/she should select a new registrar as soon as possible.

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

The domain holder shall select a new registrar during the time when the Foundation is 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?



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 .se or .nu domain. 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 by the subregistrar to the registrant.

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 only have subregistrars? In other words, can I choose not to handle 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?

Accreditation is a process to ensure that prospective registrars fulfill The Swedish Internet Foundation requirements in terms of the administrative and technical ability and suitability to represent The Swedish Internet Foundation. Accreditation is a requirement to sign an agreement with The Swedish Internet Foundation.

The following is required for becoming a certified .se-registrar

- A registrar agreement with The Swedish Internet Foundation
- The registrar must have at least one employee who has completed training of The Swedish Internet Foundation's self-study material, which is available via The Swedish Internet Foundation's website for registrars.
-
- Approved function test with respect to EPP

The applicant 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 function test.

7.2 Why is a function test required for the test system?

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

7.3 How do you apply for the function test?

You apply by sending an e-mail to registry@internetstiftelsen.se stating that you want to take the function test. In return, you will receive instructions and documentation for the test.

7.4 What does the self-study material encompass?

Web-based training that includes:

- The Internet and its various organizations, basic technology.
- Laws. The Swedish Distance Sales and Door-to-Door Sales Act, the Personal Data Act and the National Top-Level Domains for Sweden on the Internet Act
- The registrar agreement, Customer service function, expected service levels, processing times.
- Administrative procedures for new registration, change of registrar (transfer), 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 in Appendix 1 to the Registry-Registrar agreement.

7.6 What happens if you do not receive a passing grade on the function test?

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

8 General questions

8.1 Why are nameservers needed?

Nameservers are needed to perform the translation of domain names to IP addresses, which makes the domain visible on the Internet.

8.2 What is ICANN?

ICANN (International Corporation for Assigned Names and Numbers) is a non-profit organization that is responsible for IP (Internet Protocol) 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?

US DOC (Department of Commerce).

8.4 What is IANA?

A division of ICANN that is responsible for DNS Root, IP addressing and other Internet protocol.

8.5 What is RIPE NCC?

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

8.6 What does RFC mean?

RFC stands for Request for Comment. It is a document series published by the IETF (**Internet Engineering Task Force**), which describes 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 standard Unicode. 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 will be included and thus possible to represent. Unicode gives each character a unique number, regardless of platform, application or language.

8.8 What is meant by an ACE-encoded domain name?

ACE stands for ASCII-compatible encoding and is a method for using non-English characters, such as åäö, in domain names. The encoding actually only uses the letters a-z, the digits 0-9 and the hyphen. Other characters are encoded as character combinations and are replaced automatically by web browsers that support ACE. ACE is included in the IDN (Internationalized Domain Names) system. With ACE, the domain name `www.räksmörgås.se` is converted to `www.xn--rksmrgs-5waolo.se`. This is normally handled by software in the browser transparently for the user. Similar conversions are possible in nearly all writing systems, including Chinese and Japanese. Internationalized domain names (IDN) must be coded to function, since

domain name systems only handle the characters a-z, 0-9 and the hyphen. ACE is the name for this coding.

8.9 What is ENUM?

ENUM is a method for representing telephone numbers as domain names. The addresses have the same structure as traditional telephone numbers and adhere to [the E.164 numbering plan](#).

8.10 What is ASCII?

ASCII [[aski](#)], or the American Standard Code for Information Interchange, is a [character encoding](#) for representing letter 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 started with ASCII and 7-bit transmission as the foundation, 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 that uses more than 8 bits and supports all languages.

8.11 What is ISOC?

The ISOC is a non-profit organization and the organizational home for the groups responsible for standards for the Internet infrastructure, including IETF and IAB.

8.12 What is a ccTLD?

ccTLD is the acronym for country code top-level domain name (cc - country code).

8.13 What is a gTLD?

gTLD is the acronym for what are known as generic top-level domain names, which are controlled directly by ICANN.

8.14 What is a name server?

A name server is a computer with program that store and/or distribute zones 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 NS record in a zone file for a certain domain name. An NS record includes the name of the server where further information about a certain domain name is available.

8.16 What is meant by a registrant?

Registrant is the international designation for holders of domain names.

8.17 What is meant by registrar?

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

8.18 What is a Registry?

A Registry is the company or 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 DNS application that translates 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 meant by delegation of a domain in the registry?

Delegation means that the central domain name registry has been updated with information that includes the name server 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?

DNSSEC (DNS Security Extensions) are an optional service for domain names, 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?

An association for The Swedish Internet Foundation's registrars.

8.24 On average, what is the duration before a redelegation has an impact on Internet users?

12-24 hours.

8.25 What is Zonemaster?

Zonemaster is a service that verifies the quality of delegations in the domain name system (DNS). Zonemaster also has a special service offered solely to The Swedish Internet Foundation's registrars for the 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?

A subdomain is one or possibly several components of a domain name that is listed prior to the second-level domain. For example, yyy is a subdomain of yyy.xxx.se.

9. General - legal issues

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

The Swedish Top-level Domains Act (2006:24) (the Top-level Domains Act) applies to the top-level domain .se and regulates, among other things:

- 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.

- That the information in the register can be retrieved without charge via internet. However, details of a physical person (personal data) may only be made available in this way if the individual has given their consent.
- That The Swedish Internet Foundation (the domain administrator) should provide a dispute resolution system for domain names (ADR).

9.2 Are there legal requirements for information on an e-commerce site, if so which ones?

Yes, in the Electronic Commerce Act (2002:562), the so-called e-commerce law, there are requirements for information on an e-commerce site.

On a website, the following information should be available:

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

The information should be provided as follows:

- The above information should be direct and easy to find, and it should be available in a permanent way, 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 freight is added, this must be stated specifically.

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

Yes, the law (2005:59) on distance contracts and agreements outside business premises, the Distance Contract Act, 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 contain requirements on the trader's information 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:

- 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. For more information on the right of withdrawal, see point 1.4 below.

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 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 the GDPR/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 the GDPR / 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 need 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. Depending on whether it is a .se domain or a .nu domain, the trial of the right to the domain name is done in different ways.

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 (requisites) are met:

1. The applicant must have a right (for example, a trademark or a company) with validity in Sweden,
2. The domain name holder must have acted in bad faith when it registered or used the domain name, and
3. The domain name holder 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 about 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 suspicion 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 inaccurate organization numbers?

A domain name may have been registered on an incorrect organization number. See examples below on how correction can take place.

Example: A domain name was registered in 2003 on behalf of Company A. However, the registration ended up in the wrong organization number, which led to the holder instead becoming Company B. 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 in receipts that they have made payments over the years.

A situation such as the one above can be solved by contacting the wrong holder (Company B) and being asked to make a transfer to the right holder (Company A). The incorrect holder (Company B) can also certify in writing that it does not claim the domain name. At the same time, the correct holder (Company A) will submit a certificate stating that they use the domain name and receipts that show they have paid for the domain name on previous occasions. The company A must also 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?

The links below (Swedish and English respectively) can be used by the registrars, for example, for new registration of domain names.

Swedish links for the top-level domain .se:

https://www.iis.se/docs/Registreringsvillkor_sv.pdf
<https://www.iis.se/docs/registreringsvillkor.pdf>

Swedish link for the top-level domain .nu:

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

English links for the top level domain .se:

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

English link for the top level domain .nu:

<https://www.iis.se/docs/terms-and-conditions-nu.pdf>