

# Ports Group AB – Registrar services

## 1.1

### GENERAL TERMS AND CONDITIONS

#### General

Ports Group accepts applications (orders) regarding registration of domain names and associated services under the terms presented herein, which the User acknowledges and accepts by submitting the application. In cases where Ports Group accepts the assignment, the application is prepared, handled and forwarded to the respective top-level domain. It is therefore Ports Group's right to refuse an assignment offered. Ports Group has no control over the top-level domain's handling of the matter, fees or liability for them. It is incumbent upon the User to read the rules applicable for the top-level domain in question before submitting an application. The User herewith confirms that he has also read, understood and approved the following terms and conditions and policies which affect this Agreement:

<http://www.icann.org/en/help/dndr/udrp/policy>  
<http://www.icann.org/en/resources/registrars/registrant-rights/educational>  
<http://www.icann.org/en/resources/registrars/registrant-rights/benefits>

#### Fees and prices

As the application procedure, application fees and applicable running registration renewal fees differ significantly from case to case depending on which top-level domain a domain will be registered under, current information is provided within the framework of each individual application process. Where Ports Group's services are paid for on invoice, payment shall be made within 15 days, after which interest on overdue payment will be charged at a rate of 2.0% monthly. A reminder fee prescribed by law will also be debited. Fees paid will not be paid back. Visit our website for prices and rules for each domain, [www.domaininfo.com](http://www.domaininfo.com). We reserve the right to change prices and rules at any time. In the case of non-compliance with Ports Group's General Terms and Conditions or in the case of any unpaid outstanding invoice, Ports Group as registrar has the right to deregister your domain names irrespective of any activities under them. This means in such cases that your domains will be deactivated and that any DNS services with associated connections may all cease functioning.

## Contact information

The User and contact persons associated with the domain consent to the registration of personal particulars and their public accessibility via the Internet. It is incumbent upon the User to obtain the contact persons' consent per the above before submitting the application for registration. The User guarantees and undertakes to ensure that ALL information provided in connection with an application for registration of domain names is correct and that Ports Group will subsequently be provided with written notification of any changes concerning such information. The User is responsible for ensuring that any notified changes are duly implemented. Registered data about the registered SLD holder and associated contacts can be rectified via the website [www.domaininfo.com](http://www.domaininfo.com), using the allocated user ID and password. If the contact information is changed this shall be rectified immediately, and in any case within 5 days at the latest.

## Management / Renewal

Domains under the User's account enable automatic renewal of the domain name upon which a domain expires when this function is closed. Notice of termination of domains is given by disconnecting the automatic renewal process. Automatic renewal is enabled on each domain by default. Notice of termination must be submitted before the renewal date listed on customer account for each domain, at which point further registration renewal fees for the coming period will otherwise be debited at the applicable rate. See also Appendix 1. **The only way to let a domain name expire is to submit a written notice of termination, either as described above or by sending an e-mail to [support@portsgroup.com](mailto:support@portsgroup.com). Please note that the notice of termination must be submitted prior to the renewal date listed in the customer account for each domain. If you have received an invoice, the domain name renewal date has already passed and it is too late to let the domain name expire. Consequently, the invoice must be paid.** Current renewal price can be found by searching the domain on the search field at Ports Group.com followed by a click on the info icon and then by selecting "renew domain".

## Transfer out from Ports Group AB

In order to transfer your domain out from Ports Group AB, please log in to your account. From there you can obtain the "Authorization info code" needed to transfer your domain from Ports Group AB to your new registrar. When you request the code, the domain will be automatically unlocked. For those domains where there is no "Authorization info code" or where it

cannot be obtained through your account, please contact support@portsgroup.com to obtain the "Authorization info code" and further instructions. The code will be sent within 5 days. There will be no fees for domains transferred out from Ports Group AB. The only exemption is for domains using our local proxy as owner; an owner transfer has to be done before the transfer.

## **Whois status generic top level domain**

In order to protect your domain from unauthorized transfer and from being transferred without your consent, the domain will automatically be given the status ClientTransferProhibited. This status can be removed upon your request, by requesting an authorization code. By approving this agreement, you give your consent to give the domain the status ClientTransferProhibited.

## **Use of Proxy Contact**

For the use of Ports Group proxy contact/contacts please see Appendix 2.

## **Deletion**

The User accepts that Ports Group may delete the User's registered domain name if information provided by the User proves to be inaccurate or misleading, as judged by Ports Group. In the case of abuse of the domain name and abuse of our services, including but not limited to spam, phishing, human rights violations or causing general offence, Ports Group as registrar has the right to deactivate the domain name.

## **Transgression and annulment**

Any transgression of this agreement, irrespective of when it occurs or occurred and irrespective of what form the transgression takes, will be seen as a gross infringement. If the user has not rectified this within a period of 15 days after notification, Ports Group retains the right to deregister the domain.

## **The right to reconsider according to law (2005:59) regarding consumer protection when buying at a distance or at the door**

Applying to have a domain name registered is equivalent to ordering the provision of a service. The provision of the service is initiated within the 14 days stipulated by the law above to be the period during which a consumer has a right to reconsider. The applicant/user agrees to the provision of the service being initiated immediately, by submitting an application to have a domain name registered. Pursuant to Chapter 2, Section 4, paragraph 1 there is consequently no right to reconsider.

## **Validity**

The User accepts that if a part of this agreement is revoked, the remainder of the agreement will continue to be valid. The User further accepts that alterations by Ports Group in this agreement and/or any subsequent agreements will become a part of the existing agreement without Ports Group being required to specifically notify the User of such alterations. If the User is not willing to accept such alterations, then upon receiving written confirmation from the User, Ports Group will delete the User's SLD.

## **Disclaimer of liability**

Ports Group declares itself and its employees, suppliers and contract workers free from all liability towards the User for loss or damage, both direct and indirect. Users shall treat their allocated user names and passwords as documents of value.

## **Disputes**

Disputes regarding applications for domain name registration shall be resolved to binding effect in Gothenburg's city court (Göteborgs tingsrätt) under Swedish law.

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## **APPENDIX 1**

### **Automatic renewal and deletion**

A summary of the domains in your account will be sent each month. The domains which will soon expire will be listed. The summary will be sent by

e-mail to the contact person(s) for the domain name. It will be the final responsibility of the Registrant to ensure that renewal is implemented.

## **Generic top-level domain**

The life cycle of a gTLD (generic top-level domain, for example .com, .net, .info, .biz, .org, etc.) is as follows:

1. Auto-renew grace period: 0-30 days after due date. The domain is active and can still be renewed.
2. Redemption period: 30-60 days after due date. The domain is deactivated. Web pages and e-mail connected to the domain name no longer function. To renew the domain name it must be restored.
3. Pending delete: 0-5 days after redemption, when it can no longer be renewed. After that the domain is released and is available for registration again.

The price of restoration is 100 €, which includes 1 year's renewal. Please contact [support@portsgroup.com](mailto:support@portsgroup.com) to order a restoration. If the auto-renewal function has been closed and the domain is not renewed, a reminder will be sent via e-mail to the owner contact 5 days after the expiry date for the domain.

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## **APPENDIX 2**

### **Use of proxy contact provided by Ports Group**

When using a proxy contact provided by Ports Group, you acknowledge that it is your responsibility to notify Ports Group of any changes in the contact information which you have provided to Ports Group. You also acknowledge your obligation to respond promptly to any inquiries made by Ports Group. When using provided proxy contact, you certify that all information provided by you to Ports Group is truthful, complete, current and accurate. You also certify that this proxy registration service is being used in good faith and that you do not have any awareness of the domain name infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name. When using a provided proxy

contact, you acknowledge that Ports Group has the right and power, in its sole discretion and without any liability to you whatsoever, to either:

1. Close your account;
2. Reveal your name and personal information:
  - a. When required by law;
  - b. To comply with a legal process served upon Ports Group; or
  - c. In order to comply with applicable domain name rules, policies or procedures.
3. Resolve any claims against you which have derived from your use of a domain name registered on your behalf by Ports Group: or
4. Take any other action Ports Group deems necessary::
  - a. To comply with any applicable Dispute Resolution Policy;
  - b. To comply with any applicable laws, government rules or requirements;
  - c. To comply with any applicable Dispute Resolution Policy;
  - d. To avoid any financial loss or legal liability (civil or criminal) on the part of Ports Group, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees;
  - e. If the domain name violates or infringes a third party's trademark, trade name or other legal rights; and
  - f. If it comes to Ports Group's attention that you are using this proxy services for purposes of engaging in, participating in, sponsoring or hiding any involvement in, illegal or morally objectionable activities.

Under no circumstances shall Ports Group be liable for any damages for any reason whatsoever related to this Agreement, your domain name registration or Ports Group's services.

## **Owner Transfer**

It is incumbent upon the User when submitting an application of an Owner Transfer of a domain name registered in accordance with the agreement, Proxy Holder of a domain name, to inform Ports Group in writing at which point mail, fax or e-mail shall be acceptable.