



## GENERAL TERMS

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### Agreement regarding consulting services November 2016

#### 1. General

These General Terms exist in regard to ABE Partners AB:s (further referenced as ABE Partners) supplyance of consulting services, unless other agreements expressly have been entered between the parties. The General Terms form part of this agreement met by the parties.

Parties are ABE Partners and the client. Third party below refers to: supplier, collaborating partner or any other party hired by ABE Partners in order to accomplish delivery of the assignment.

#### 2. Priority

In case any differences in formulation or content present themselves within the various agreements the parties have entered, order of priority shall be as follows:

1. Services or General Agreement
2. General Terms

#### 3. Scope

ABE Partners will provide consulting services, in accordance with the assignment described in the agreement.

Only ABE Partners authorized signatory may change the scope of this agreement on behalf of the company. In case the client uses services which ABE Partners no longer intend to supply, ABE Partners own the right to cancel any such services after the final paid term of agreement has been completed.

If a fixed price has been agreed, this must be done in writing.

#### 4. Contract Period

ABE Partners will carry out the assignment according to the agreed time frame that has been based on an estimate of the time needed for such an assignment.

The period for service agreements and base agreements proceed according to the calender year and will be renewed automatically unless terminated or otherwise agreed.

Every domain that ABE Partners administrates on behalf of clients has a specific time of record. Any such time of record is not affected by the time frame of the service agreement or base agreement.

#### 5. Implementation

Services shall be performed with care and in an otherwise professional manner.

ABE Partners may hire consultants in order to perform services, without the clients' special permission. If needed,

ABE Partners may also replace consultants within the contract period. Furthermore, ABE Partners may replace the contact person or resources mentioned in the agreement without the clients' special permission. The term resources refers to the person in charge of the assignment on behalf of ABE Partners.

The parties shall collaborate and consult if necessary as services are performed. The client must ensure that the required personel is available to ABE Partners in order to carry out the assignment.

The client shall provide ABE Partners and the company's suppliers with all information and support which is required for performing the services and any other measure that has been agreed on.

It is the responsibility of ABE Partners to register domain names, transfer and delegate domain names and to update registration information (Whois), such as changes in ownership and contact information on request of the client.

ABE Partners will also automatically renew all of the clients domain names and other renewable services that fall under management of ABE Partners.

Furthermore, ABE Partners will offer the client support in any strategic, technical and administrative enquiries concerning domain names.

On termination of this agreement, ABE Partners will assist the client in the transfer of their domain portfolio to another supplier, to a reasonable level that does not affect ABE Partners other assignments.

The client shall provide ABE Partners and any external suppliers with all necessary information and documentation necessary to implement these measures and to perform the requested services in general.

It is the client's responsibility to ensure that their designated contact person is in fact authorized to act on their behalf. It is also the responsibility of the client to inform ABE Partners when the designated contact person has changed, or if a contact person no longer holds the right to act on behalf of the client.

ABE Partners holds the right to consider any measures performed via portal log-in as official requests by the client and hereby the client will be held accountable for any such requests.

Both the client and ABE Partners are to ensure that all domain names have the correct and updated contact information as



well as registration data, (with Whois). If registration data is incorrect in any way, ABE Partners and the client shall immediately take the necessary actions to update the data to reflect the current situation, in accordance with ICANN or any other affected registry's rules concerning record keeping.

The client has no right to a domain name until it has been registered, or the ownership of the domain has been successfully transferred with written confirmation from ABE Partners.

In addition to this agreement and the General Terms, all the rules of ICANN also apply. In case this agreement or the General Terms in any way contradict the rules of ICANN, the ICANN-rules shall apply.

ABE Partners has the right to use a ABE Partners mail account specific to the client for the client's ownership information with Whois in order to facilitate the client and their business, and for security. In case the client expressly opposes this arrangement, the responsibility of verifying registrant email according to ICANN's rules lies solely with the client. ICANN's rules state that a domain will be closed after 14 days when ownership information is updated.

## 6. Forms of Compensation

ABE Partners remuneration will consist of the agreed:

- compensation for fees as invoiced or at a fixed price,
- compensation for travel and subsistence expenses, and any related costs,
- compensation for travel time,
- other compensation that has been agreed on.

Unless otherwise stated in writing, services will be performed on current account according to ABE Partners price list at any given time.

Expenses of ABE Partners will also be charged in accordance with the updated price list at any given time.

For a fixed price to apply between the parties it must be agreed on in writing. If so happens and the parties agree to change the extent of the assignment, or there will be an additional burden for ABE Partners without the company having caused such, the client shall compensate ABE Partners for the extra work and extra expenses as a consequence thereof, in addition to the fixed price. Unless otherwise agreed in writing, this additional compensation will be charged on current account in accordance with ABE Partners price list at any specific time.

ABE Partners must inform the client no less than 30 days in advance if they plan to make price adjustments.

ABE Partners have the right to adjust prices in accordance with the Consumer Price Index.

All prices stated in this agreement are exclusive of VAT or other taxes.

## 7. Payment

If services are performed on current account, ABE Partners has the right to receive payment once a month for delivered and recorded work.

If services are performed at a fixed price or in form of subscription, ABE Partners compensation for fees as well as all relevant services shall be paid in advance according to the agreed payment period.

Billing occurs at the start of a new contract or accepted order. If there is no payment plan, ABE Partners have the right to receive payment once a month for the part of remuneration relating to work delivered and recorded.

ABE Partners is always entitled to receive compensation for expenses at a regular basis.

ABE Partners has the right to charge clients according to the current price list for renewals of domains that are denounced but not transferred.

ABE Partners has the right to charge clients according to the current price list for requested ownership updates or any other administrative measures requested by the client, or a new supplier in conjunction with termination of services and transfer to another supplier.

Compensation is invoiced and shall be paid and available on ABE Partners bank account no later than 20 days past the date of invoice, unless otherwise agreed in writing.

ABE Partners is entitled to charge an invoice fee for any billing by mail, of SEK 50 per invoice. There is no fee for billing by e-mail or e-invoices.

## 8. Delay in Payment

If the customer does not pay on time, ABE Partners is entitled to receive delay target interest from the invoice due date, as stated in the Swedish Interest Act (Räntelagen), consisting of the applicable reference rate + 8% units.

ABE Partners is entitled to compensation of SEK 100 for every written payment reminder as well as any debt collection costs or other recovery costs.

Furthermore, ABE Partners has the right to suspend any efforts on the assignment until such time that the client has paid all invoices due for payment as well as provided adequate security or advance payment for ABE Partners continued work and its future payments.

If the client has not paid for services within 60 days after the invoice due date, ABE Partners owns the right to suspend the service until the client has paid for the current and future periods.

## 9. Confidentiality and Loyalty

Neither party may disclose confidential information received from the other, or that has emerged during the implementation of the assignment, to a third party without the other party's consent, to any extent than what is needed in order to carry out the assignment. Parties shall also ensure that their own staff do not disclose confidential information.



Confidentiality does not apply to any such information that a party can prove has been known to them prior to the assignment, or that is publicly known. Confidentiality applies even if the agreement is otherwise terminated.

#### **10. Unfulfilled Obligation**

If either party fails to fulfill an obligation under the agreement, the other party shall request rectification in writing. The client's written request for rectification must be made within fourteen (14) calendar days from the time when the obligation should have been fulfilled.

If the failed obligation is not remedied without unreasonable delay, and is in fact essential, the other party is entitled to immediately terminate the contract and request any damages related in paragraph 13.

#### **11. Complaints and Claims**

If the client does not dispute the invoice sent to them within eight (8) working days, the invoice shall be considered approved, thereby the client is committed to pay as instructed.

#### **12. Termination**

Any termination of services in form of subscription must be communicated to ABE Partners no later than ninety (90) days before the expiration date for the particular contract period for each service covered in the termination. The subscribed service will end in accordance with the expiration date for the contract period.

Neither the termination nor the expiration of this agreement shall relieve either party of its obligations to perform services or pay the other party the amount in question.

#### **13. Liability**

ABE Partners is only responsible for direct damages caused by ABE Partners with intent or through gross negligence.

In any event, ABE Partners' liability through gross negligence or intent regarding the scope, type of injury and the insured amount is limited to what can be paid through ABE Partners liability insurance.

ABE Partners are not responsible for any technology, products, services or actions of third parties, or any conditions directly or indirectly linked to the third party.

In no case ABE Partners shall be held legally or financially liable for any special, incidental, indirect or consequential damages, including but not limited to loss or damage resulting from lost or affected end customers, orders, or lost profits to the client.

ABE Partners shall not be considered or held responsible in case domain names or zone files are lost or accidentally changed, as a result of the client's incorrect instructions or the client acting on their own authority through access to DNS administration via the portal provided by ABE Partners.

#### **14. Force majeure**

In addition to what is described above, the parties liability will be limited as follows.

If a party is prevented from fulfilling the agreement due to circumstances beyond their control, such as accident, fire, natural disaster, war, economic crisis, labor conflict, disease and the like, which they could not reasonably have foreseen at the time of entering this agreement and whose consequences they could not reasonably could have avoided or overcome, or if a hired subcontractor is prevented from fulfilling their work or deliveries due to circumstances stated herein, this shall constitute grounds for relief and shall lead to a postponement of the accomplishment in question and total relief for other sanctions. As soon as the obstacle has ceased, the obligation is to be performed as agreed.

In order to be relieved of liability according to the terms above, the party shall promptly notify the other party that obstacles exist and why.

A party is always entitled to terminate this agreement with immediate effect if the other party's fulfillment of certain obligation is delayed by more than two (2) months.

#### **15. Transferring This Agreement**

ABE Partners may transfer the right to receive payment under this agreement, as well as borrow against invoices issued without the customer's consent. This agreement may not otherwise be transferred without the other party's consent.

#### **16. Managing WHOIS-data**

ABE Partners and the company's registrars are authorized by the client to be the appointed agent (called designated agent, see: <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>) for the registered domain name holders when managing and registering domain names in relation to ICANN, other registry or any other party involved in the registration process. The client chooses to explicitly remove the 60-day Transfer Lock after a change in ownership information on the domain. The terms Designated Agent, Change of Registrant and Transfer Lock are all defined in the ICANN transfer policy.

#### **17. Change of Terms**

These general terms apply until further notice, and may be changed through the publishing of new General Terms on the ABE Partners website. Current General Terms are always available on the ABE Partners website [www.abepartners.se](http://www.abepartners.se).

By continuing to use the service one has automatically approved the new General Terms.

#### **18. Dispute**

In case of dispute concerning the interpretation or application of this agreement, the parties shall first seek to resolve the dispute through an amicable settlement.

If an amicable settlement cannot be reached, the dispute shall be settled in a public court in Sweden, with Malmö District Court as the first instance.

Any verdict regarding a certain part of this agreement does not affect the validity of the other parts.