

General terms - Resellers

§ 1 Background

1.1 The Reseller has chosen to be included in Loopia AB's reseller program, whereby the Reseller is entitled to offer selected parts of Loopia's product and service portfolio to its customers.

1.2 This agreement describes the terms and conditions of the reseller program and the cooperation between the parties. The Reseller's access to the product and service portfolio is described in section 2.10. In addition to this agreement, Loopia's general agreement applies.

1.3 Appendices constitute additions to this agreement. The appendices describe the rules that the Reseller and his customers must follow and the commission rates the Reseller incurs. Loopia holds the right to change these with one (1) month's notice.

§2 Responsibilities of the Reseller

2.1 In order to participate in the reseller program, the Reseller is obliged to submit all relevant documentation to Loopia as required by public authorities. Loopia has the right to demand the submission of documentation from the Reseller to the extent that Loopia considers it important for the implementation of this agreement.

2.2 The Reseller warrants that they maintain a high standard in their work towards the end customers, follow good sales ethics in all their sales and never convey anything other than correct information to the end customers.

2.3 The Reseller is responsible to Loopia that they do not violate Swedish law or other

authority regulations.

2.4 The Reseller is responsible for not ending up on warning lists with authorities, organizations, and magazines.

2.5 The Reseller certifies that it has F tax. If this is not the case, the natural person who signs this agreement is personally liable for any tax and/or employer's fee which adds to Loopia.

2.6 The Reseller has the obligation to inform its end customers of Loopia's status as registrar of the domain names registered through Loopia. This is in accordance with the various registry agreements that Loopia has entered into for the various top-level domains and Loopia's general terms and conditions for web hosting.

2.7 Loopia Reseller zone uses direct activation when ordering new web hosting and domain names, after which advance payment applies in accordance with Loopia's normal invoicing routines.

2.8 In the event of non-payment for new orders made through the Reseller, the Reseller is liable for payment. This does not apply to renewals.

2.9 The Reseller must act alone in relation to the end customer and does not have the right to share Loopia's reseller agreement with third parties. This is meant for any partners that the Reseller has.

2.10 The Reseller has the right to sell selected parts of Loopia's current product and service portfolio unless otherwise agreed in writing between the partners. Loopia reserves the right to exclude future products and services from the agreement if these are not products and

services that are natural for the Reseller to sell. Current products and services are listed in the Reseller zone.

2.11 As a reseller, the Reseller acts on Loopia's behalf in connection with the various registry agreements that Loopia has for the various top-level domains. The reseller is thus obliged, through this agreement, to become familiar with and follow Loopia's constantly valid rules, guidelines, and regulations for all top-level domains that the Reseller resells for Loopia. It is the Reseller's responsibility to comply with Loopia's regulations and guidelines that are tied to or subsequent to each TLD's policies, rulings, or laws. This provision also applies to decisions from Loopia in the role of accredited registrar as well as Loopia's general terms and conditions for products and services.

2.12 The Reseller is responsible for ensuring that the end customer has read and accepted all conditions relevant to the order.

2.13 The Reseller is responsible for ensuring that the information the Reseller provides to Loopia is always up-to-date and correct.

2.14 The Reseller is responsible for the end customer being informed of changes that Loopia has informed the Reseller about in advance and which may affect the end customer's services, e.g. upgrades or migration to new systems and platforms.

§3 Marketing and image

3.1 Loopia provides the product information that Loopia considers necessary for the Reseller to effectively sell Loopia's products and services. All information is conveyed via Loopia Reseller zone, loopia.com or by direct mail via post or email.

3.2 Loopia always has the right to market itself to its existing customers, resellers and partners.

3.3 The Reseller has the right, through this agreement, to use specially selected logos and marketing material available on Loopia's website (<https://www.loopia.se/press/>) in the marketing of products and services covered by this agreement. The material in addition to this that has a link to Loopia must be approved by those responsible at Loopia before the Reseller can use it in their marketing and sales.

§ 4 Support

4.1 The parties are exclusively parties to this contract. There are no other legal relationships between the parties other than those set forth in this contract.

4.2 Orders must be registered by the Reseller via the Loopia Reseller zone or alternative APIs provided by Loopia for this. When registering a domain through the Reseller zone, Loopia becomes the registrar for the end user and is thus also the technical and administrative contact for the end customer.

4.3 The Reseller enters into an agreement in Loopia's name and thereby incurs obligations in Loopia's name. The Reseller may pretend to be a partner with Loopia but may not, under any circumstances, pretend to be Loopia. The Reseller may only market itself with logos provided by Loopia (see clause 3.3). The Reseller may not present itself or market itself as Loopia.

4.4 When the agreement is terminated, all relations between the Reseller and Loopia cease on the day the agreement expires, however the established customer relationships between Loopia and end users remain.

§ 5 Complaints and claims

5.1 Any complaints from end users to resellers regarding Loopia's products and services must, without delay, be forwarded to Loopia by email to partner@loopia.se.

§ 6 Loopia's obligations

6.1 Loopia must continuously keep the Reseller informed about conditions that are relevant to the Reseller's marketing of products and services, e.g. changed agreements, product specifications, delivery conditions, new products, etc.

§ 7 Relationship to end customer

7.1 The Reseller does not have exclusive ownership rights to customers who have entered into an agreement with Loopia through the Reseller. The customer is counted as Loopia's customer in relation to the services and the agreements that the customer has via Loopia.

7.2 Loopia has the right to sell all of its services to the end customer even if they are services that the Reseller is not entitled to sell in accordance with clause 2.10.

§ 8 Confidentiality

8.1 The contents of this agreement and information shared between the parties through this agreement are to be considered confidential and shall not be disclosed to third parties without the written consent of the other party. However, this does not apply to information:

8.2 As is generally known.

8.3 As was known before entering into this agreement.

8.4 Which clearly cannot be considered

confidential.

8.5 Which can or must be released after a court decision or according to statutory rules.

§ 9 Termination of account

9.1 Loopia has the right to terminate the agreement immediately in the event that the Reseller is reasonably suspected of improper use of their reseller account, violates these terms and conditions, does not comply with the obligations incumbent on the reseller under this agreement, Loopia's general terms and conditions for web hosting and domain names, the terms that apply to Loopia in relation to the respective domain name's top-level domain or other constitution.

9.2 Loopia has the right to lock the Reseller's reseller account indefinitely if there are unpaid invoices, if there is reasonable suspicion that invoices cannot be paid or if the Reseller is reasonably suspected of having violated the terms and conditions and is being investigated by Loopia.

9.3 This Agreement is valid until either party terminates the agreement, with fourteen (14) days notice.

9.4 To terminate the agreement, the Reseller needs to send in a signed and correctly completed termination form. Loopia provides approved termination forms on its website.

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