

# ISNIC - Internet á Íslandi hf. - Terms and Conditions

Please note that the Icelandic language version of these terms is authoritative. In case of discrepancies between the english and icelandic text, the icelandic text takes precedence.

## A. General.

These terms of business are general and include all business with ISNIC Internet á Íslandi hf. Should they conflict with the rules of ISNIC regarding registration of domains, the registration rules apply as they are written on [www.isnic.is](http://www.isnic.is).

**ISNIC - Internet á Íslandi hf**, hereafter called **ISNIC** contains three divisions; ISNIC® ([www.isnic.is](http://www.isnic.is)) that manages registrations of domains in the top level country code (ccTLD) .IS. Modernus® ([www.modernus.is](http://www.modernus.is)) which primarily manages the Coordinated Web Measure® and the Svarbox® online support/chat system; and the RIX (Reykjavik Internet Exchange [www.rix.is](http://www.rix.is)). ISNIC is a licenced network operator in Iceland. The services of ISNIC are categorised under ISAT no. 72.40.0 and 72.60.0. ISNIC services consist among other things of software and databases which customers buy access to through the Internet. Those without access to the Internet can only make very limited use of ISNIC's services.

## B. Refund and automatic renewal by creditcard.

1. In general, any fees paid to ISNIC are not refundable. However if ISNIC can not deliver the service for more than five (5) days you can demand a refund for the time remaining of a prepaid period.
2. Refunds will always have to be made through ISNIC accounting department. Refund on a prepaid amount by creditcard will only paid to the same creditcard through our creditcard gateway.
3. Automatic renewal of a domain. The registered creditcard will be charged automatically up to 70 days prior to the expiry date of the domain.

## 1. Definitions

The customer billing contact is the party that invoices from ISNIC are addressed to. The person who fills in the application/registration form on behalf of the customer must be familiar with these terms, and consent to them on behalf of the costumer by ticking in the appropriate box.

1. **Service distributor.** The owner and responsible party of the service is the joint-stock company ISNIC - Internet á Íslandi hf., business registration number (kennitala) is 660595-2449, Address: Tæknigarði, Dunhaga 5, 107 Reykjavík. Abbreviated term is 'ISNIC'.
2. **Customer or user.** The individual, legal party, organisation or public institute to whom ISNIC provides its services and is registered in ISNIC's user or customer database and/or in ISNIC's registrant database (Whois db).
3. **Other services.** Various kinds of information or counsel that ISNIC provides or is able to provide. Storage of customers' data and processing of data or merging with other data. Among these are included all "other services" that ISNIC provides or is able to provide that is specified in the contract or the application form that the customer fills in and at ISNIC's web sites, along with, but not limited to, access to ISNIC's databases, usage of released information, software, measure codes, user

names (NIC handles) and passwords which give access to ISNIC's software services on the Internet.

4. **Software.** The software that ISNIC offers at any time in its own name, either in the distribution system or installed on the customer's/user's computer, in part or in full.
5. **The customers' web.** Webs, web pages, websites and/or home pages of customers and users that ISNIC serves at any time. Mostly is referred to individuals' "home pages" and to companies' and organisations' "webs".
6. **Financial contact person or the payer's contact person.** That party that has authority or power to commit the customer financially to ISNIC. Generally, though not necessarily, this is the person who applies for the service. This entity is registered in the ISNIC registrant database (WHOIS db) as the billing contact.
7. **Application.** ISNIC's application and registration forms as they are written at any time on the company's webs [www.isnic.is](http://www.isnic.is), [www.modernus.is](http://www.modernus.is) and [www.rix.is](http://www.rix.is) or other sites ISNIC may run.
8. **Renewal fee.** The fee that ISNIC charges for a provided defined service over a predetermined period of time i.e. 12, 36, or 60 months.
9. **Registration fee.** ISNIC charges a registration fee to cover the initial- expenses of the business relationship. Registration fee is either paid in the initial phase of the business relationship or at the establishment of a new service and is specified in the tariff.
10. **Serious flaws.** If the service is stopped due to technical malfunctions that ISNIC is responsible for over a period of more than five days within the year and more than two days in a row, it is defined as "serious flaws" in the service. At such an event the customers can cancel their contract immediately. Please note that cancellation of business contracts does not apply for registration of domains at ISNIC. The cancellation of a domain is in any event a separate operation.

## 2. Scope

These terms and conditions apply to all ISNIC customers. Customer specific terms are according to information stored in ISNIC's databases keyed to the customer name. If the customer copy does not agree with ISNIC's copy of specific terms, ISNIC's copy prevails, unless a notarized, signed copy exists.

## 3. The limits to ISNIC's responsibility - please observe carefully.

1. Mailing address, phone number and email address. The customer's address as it is registered in ISNIC's user registry (e.g. Whois database) is used in all correspondence. This applies to both the traditional mailing address with street name and number and email address. The customer alone is responsible for the correct registration of his/her street address and email address in ISNIC's database at any time. If the customer cannot be reached due to changes of his mailing address or email address; if invoices or other important dispatches or notifications from ISNIC do not reach the costumer, ISNIC assumes no financial responsibility. Please note that ISNIC is not responsible for registering the costumer's new mailing address, should mail be returned to sender because the receiver could not be located.
2. A contract is established when the customer's financial contact person has agreed to these terms and has paid for the service. Please notice that a contract concerning the registration of a domain is not established until the domain has been registered in ISNIC's registrant database and the domain's administrative contact (registrant contact) has been sent notification confirming the registration.

3. In the event of business having been occluded due to default and/or the web's owner has omitted to stop the use of ISNIC's software after the end of the business relationship, ISNIC reserves the right to terminate access to the service without further notice.
4. ISNIC's service is at any time as thorough as possible. On the other hand the company cannot be held responsible for technical disturbances that may occur due to malfunctions in either own devices or in third party's (e.g. in the general distribution system, fibre optic cables, ip-addresses, routers, etc).
5. Data security. Despite substantial security arrangements ISNIC cannot guarantee 100% data security though this has actually been the case from the beginning in 1995. Such insurance would simply be too costly. Therefore, ISNIC holds no financial responsibility in the event of loss of data or other derivative loss for the customers.
6. Customers' loss of data or temporary suspension of the saving process in ISNIC's databases due to malfunctions in the general distribution system or the customer's computer system is not ISNIC's responsibility. This includes for instance, though not exclusively, the software's effusion from the customer's system, e.g. due to technical changes or updates that occur at the customer.
7. Customers' data that is lost due to natural catastrophes, fire, or other external factors will not be compensated for by ISNIC.
8. ISNIC is not obligated to financially compensate for anything except stated so in a preceding ruling.
9. The customer has the right to cancel the service without notice if costumers' data over a period of more than five days a year is lost due to malfunctions in the transcribing process at ISNIC. This would be categorised as "serious flaws". See 2.10. Please notice that termination of business contracts does not apply to domains registered with ISNIC. The cancellation of domain is in any event a specific operation.
10. Interpretation of data. ISNIC is not responsible towards third parties concerning the customer's or other parties' interpretation of information received from ISNIC's database.
11. Clients promise not to hold ISNIC responsible towards third party concerning his/her use or disuse, interpretations of information from ISNIC or service that ISNIC has submitted to the client as a standard part of ISNIC's work.

#### **4. Changes and amendments**

1. Sections of the contract between ISNIC and the customer not to be found in these terms or in ISNIC's rules, or sections that contradict these, need to be stated specifically in the contract and signed by both parties.
2. ISNIC reserves the right to change these terms after a preceding notification on the front page of [www.isnic.is](http://www.isnic.is) concerning this matter. Should the customer refuse the change, s/he has the right to cancel the present contract without further notice.

#### **5. Supply, payment and periods of time.**

1. In general. The supply of service is established from the day the invoice from ISNIC is issued or the first day in each month in the case of monthly business arrangement - unless otherwise stated. Invoices contain information that shows what has been paid for and the period of time the payment is valid for.
2. Service paid in advance. In general any payment made to ISNIC for services rendered is debeted on the day of registration of the domain or the day that the

service is supplied by ISNIC, and end on the day stated as the final date in the invoice. Please notice that payments in advance are not refundable even though the customer decides not to use the service or keep the domain.

3. Start and closing of business. The service will typically be active from the day the invoice is paid or warrant is received for withdrawal from a credit card. Invoices are sent out on the day the application is handled. Customers must allow for closing of business without notice if the invoice has not been paid on the due-date of payment. Domains are automatically closed no later than five days after due-date of payment. Please notice that domains can be paid for but not activated or registered due to other circumstances e.g. technical. See ISNIC's technical requirements concerning the installation of domains. Whereas services which are not terminated automatically and have not been previously terminated by either ISNIC or customer may continue to incur cost and liability.

## **6. Prices, taxes, and means of payment.**

1. ISNIC's tariff either includes or excludes VAT (value-added tax). Price categories indented for individuals include VAT. ISNIC collects 24,5% VAT in Iceland from companies and individuals, but not from companies and individuals with legal residence outside of Iceland. This may change at any time.
2. Payments and means of payment. Customers choose the means of payment in the beginning of the business relationship. Demand of payment is made by debiting payment card, by sending out an invoice and by releasing a giro in an Icelandic bank. The domain renewal will be announced electronically and invoice sent with at least 45 days' notice.
3. The day of payment for all customers that have a monthly agreement is the 5th in each month, and the final date of payment is either the 10th, the 20th or the 25th in each month. Two months default will be legally recovered at the cost of the customer after reiteration from the bank. A default fee is charged for every overdue invoice.

## **7. Surveillance and complaints.**

1. The customer is responsible for reviewing information sent from ISNIC and making sure it indeed belongs to him/her before using the information.
2. The customer is responsible for checking his/her network connection with ISNIC's system during the business relationship and making sure everything is functioning correctly.
3. The customer commits him/herself to follow the instructions and rules of ISNIC completely, including ISNIC's rules and requirements concerning .IS domains. Further information on [www.isnic.is](http://www.isnic.is).
4. Announcements: If the customer becomes aware of serious malfunctions in ISNIC's service, or if the customer suspects that ISNIC's server is causing problems for the customer's server or service, ISNIC should be informed as soon as possible. Complaints and notices are to be sent to [isnic@isnic.is](mailto:isnic@isnic.is), or by using the Svarbox on [www.isnic.is](http://www.isnic.is) and [www.modernus.is](http://www.modernus.is) or by phone call +354 578 2030.

## **8. Information policy, security and protection of privacy.**

1. Concerning data security and protection of individual customers' personal information, customers are referred to ISNIC's information policy, which they have studied, and which is available on ISNIC's web. The customer must submit

to ISNIC any necessary information concerning storage of personal information before the data is saved in ISNIC's database. This concerns particularly the Svarbox service.

## **9. Ownership and copyright.**

1. The customer agrees to and accepts that all software service, system, and reg. trademarks that s/he applies for and gets access to through ISNIC are the property of ISNIC. The customer promises to fully respect the act on reg. trademarks and copyright. Copying and obvious imitations of appearance, presentation and combination of ISNIC's service will result in immediate cancellation of the contract without refund. ISNIC reserves all rights concerning these matters, and may forward any such issue to the appropriate legal authorities.
2. ISNIC owns each database that it runs at any time as well as the collected database as a whole at any time. However, customers own their personal data and can demand it to be removed by paying a fee for at least two hours of a specialist. Domain registrants (domain holders) cannot demand that information about them or the domain's contact person to be removed without the domain being deactivated or a new contact person is registered to replace the previous contact person.
3. Any summaries and statistics from the ISNIC databases belong to ISNIC.
4. Measure codes sent and other software set up on the customer's computer system, that s/he has downloaded from ISNIC's web or has received in any other way from ISNIC, belongs to ISNIC.
5. The appearance, operation and workings of the ISNIC systems are protected under trademark and intellectual property laws. The customer promises not to copy ISNIC systems or external appearance in any way. All ISNIC marks are protected under Icelandic patent laws and some are registered with WIPO.
6. The customer is not allowed to remove ISNIC's trademark or trade names connected with ISNIC from the software. This includes among others ISNIC®, RIX®, Modernus®, Svarbox®, Varðhundur®, Virk vefmæling® and Samræmd vefmæling® (Coordinated Web Measure®).
7. References to ISNIC and divisions of ISNIC, Modernus or RIX in released or unreleased data, or the presentation of software as ISNIC presents data in print or at the Internet, or at the user interface, is illegal to remove or change without prior written permission from ISNIC.
8. ISNIC has the right to transfer the copyright and ownership partly or fully to a third party without notifying the customer.

## **10. Cancellation clause and automatic renewal.**

1. General cancellation deadline on both parties is one month.
2. In the event of "serious flaws" in the service the customer can cancel the contract without notice with a simple notification in an email to ISNIC, on the condition that s/he has given ISNIC two weeks time to react to the malfunction.
3. ISNIC reserves all rights to break off all business relations and stop the supply of service without notice, if the material on the customer's web or if the product or service offered on behalf of the customer grossly and in a decisive manner contravenes with Icelandic law, after a ruling concerning this has come from the Icelandic judicature and/or the police authorities.
4. Automatic renewal of the business relationship. ISNIC automatically renews all business contracts with customers through notification by email sent to the email address of the payer's contact person as it is registered in ISNIC's customer

registration (Whois) and in some occasions also by mail sent to the customer's account or withdrawal from payment card. If the offer concerning continuing business is not rejected and usage halted or cancelled within the deadline announced in the notification from ISNIC, the contract will be renewed for the same period of time as before.

## **11. ISNIC's responsibilities**

1. The customer only has the right to a refund of fee paid in advance if s/he notifies ISNIC within one month about the faults and non-compliances on behalf of ISNIC and is able to demonstrate this to ISNIC in a decisive manner. The financial demand on ISNIC can never be more than the periodical fee paid in advance. The customer cannot demand compensation for anything else, neither bodily harm, damage of health, damage of financial disparity, software, data, nor anything other than the amount the customer has paid ISNIC. The refund cannot in any event be more than the customer has demonstrably paid ISNIC in advance for the cancelled service.
2. Before any demand concerning refund is made the customer must send ISNIC as accurate a technical description of the problem as possible and give ISNIC a minimum time of two weeks to effect the necessary restorations and changes so that ISNIC is able to fulfil the terms and the service paid for by the customer.
3. The customer agrees to absolve ISNIC from all responsibility concerning any harm third parties consider themselves having been subject to directly or indirectly through the customer's purchase of ISNIC' service. The customer consents that no financial demand can be made to ISNIC in any such event.

## **12. Force Majeure. Unpredictable incidents.**

1. ISNIC is freed from all responsibilities of providing service in the event of natural catastrophes and other unpredictable incidents for their duration. Should the incidents last more than 30 days both parties are free of any contract commitment without further notice.
2. The customer is not entitled to a refund or other compensation in the event of natural catastrophes or unmanageable and/or other unpredictable incidents (force majeure) that prevent ISNIC from fulfilling its obligation towards the customer in accordance with these terms.

## **13. Judicature.**

Litigations against Internet á Íslandi hf. must go before the District Judge of Reykjavík (Héraðsdómur Reykjavíkur).

On behalf of Internet á Íslandi hf.  
Jens Pétur Jensen, managing director.  
12 ágúst 2008