

Terms of Service (TOS)

1. *Validity and application*

This Universal Terms of Service Agreement (referred later as "Agreement") is between Suomen Hostingpalvelu Oy (referred later as "Service Provider") and you (later referred as "customer", whether legal or individual). This Agreement is made effective immediately (18.09.2015) and is effective until new Agreement. The Service Provider holds a right to change terms of service at any time. New terms of service will replace the previous terms. Changes will be effective immediately. Service Provider will inform customers when terms of service have been changed by posting a notice on the website (hostingservice.fi). This Agreement is between Service Provider and the client. The client must keep confidential the terms and conditions of this Agreement, the service itself and the pricing of the service. The client is also responsible for ensuring that the entities working for client, such as contractors and employees, comply with the terms and conditions of this Agreement.

This Agreement is originally written in Finnish. Both language versions (English and Finnish) are considered to be equally authentic. In the event of any discrepancy between the two aforementioned versions, the Finnish version shall prevail in determining the spirit, intent, and meaning of this Agreement.

2. *Validity and length*

The Agreement starts immediately, when customer orders a service and Service Provider confirms the order. Orders are usually confirmed by Email. Term of the Agreement is the same as the length of the selected billing period. The Agreement will automatically continue after the end of the period, if it has not been terminated by the deadline.

3. *Transfer of the Agreement*

Customer does not have the right to transfer the Agreement to a third party without the written permission from Service Provider.

Service Provider has the right to transfer the Agreement to a third party. Service Provider also has the right to change the Agreement and service description's content.

4. *Termination*

Customer can terminate the Agreement by requesting cancellation in the Client Area (Client Area > Own services> Services >Manage>Request Cancellation), by mail or by email at least 14 days prior to the next due date. Customer can terminate Service only after all payments, which are due, are cleared. If customer's termination of the Agreement comes late, customer is required to pay for the next billing period in full.

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Customer has the right to terminate the Agreement, if Service Provider cannot offer the agreed services. Excluded are situations where Internet Access provider, maintenance, hardware failure or Force Majeure events (natural disasters etc.) has caused the downtime. Service Provider has the right to terminate the Agreement immediately without prior notice or any kind of liability, if customer breaks this Agreement or if the service can not be continued any longer due to an external factor. If customer hasn't broken the Agreement, unused time will be compensated (maximum compensation will not exceed the amount payable by customer for 2 months of service).

Service Provider has the right to close or terminate the service also, if customer's invoice is overdue or customer has been verified as insolvent, customer has broken the law, the contact details provided are not accurate or customer cannot be reached from the given contact details.

5. Term, service delivery and payments

The initial service term of the Agreement generally begins on the date customer is sent an e-mail from Service Provider announcing the activation of customers account and continues until the number of months paid for (as per current tariffs). Upon expiration of the initial term, this Agreement shall automatically renew to a period same as the original term unless stated otherwise by customer or Service Provider. Some parts of the order (example domain registrations or transfer) can be delayed because of third party service providers included.

Maksukaista (Paybyway Oy, business-id FI24865594) is the payment facilitator for online payment buttons, card payments and for payments types Jousto and Everyday. The Paybyway Oy is a payment facilitator authorized by the Financial Supervisory Authority of Finland. The payment process is conducted in the online service of the Maksukaista. Paybyway Oy is shown as the payment received in the bank account listing. Paying with Maksukaista is safe. All information is exchanged through secured connections. The trade happens between the online customer and the online shop. The online shop is responsible for all obligations related to the trade. For purchases paid with a payment card (Debit/Credit: Visa, Visa Electron, MasterCard), the online shop is the marketer of the purchased products and delivers the order to the online shop customer. In such case, Paybyway Oy is the seller and the receiver of the payment, and therefore, is responsible for the obligations related to card payments and card payment reclamations. The Maksukaista / Paybyway Oy is shown as the payment receiver in the credit card transaction listing. Card payments can be performed online safely with the Nets SSL-secured payment form. Service Provider does not have access to cardholder data, and card information is not stored on Service Provider's systems. Service Provider uses the international Verified by Visa and MasterCard SecureCode authentication services, which verify the identity of the cardholder. Read more about Maksukaista: <http://www.maksukaista.fi>

5.1. Payment Methods when using Maksukaista

With Maksukaista you can pay your order by an internet banking account, a payment card (credit/debit), an invoice or a partial payment. The following methods of payment are supported: Osuuspankki, Nordea, Danske Bank, Säästöpankki, Aktia, Paikallisosuuspankit, S-Pankki,

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Handelsbanken, Visa-, Visa Debit-, Visa Electron-, MasterCard- and Debit MasterCard payment cards, Jousto and Everyday.

Jousto: With Jousto invoice and part-payment you can pay in over 4000 online shop in Finland. With Jousto invoice, you get 14 days payment time (invoice fee 4,90 eur). With Jousto part-payment, you get max 12 months payment time (invoice fee 4,90 eur and monthly interest rate 2,42%). More information: www.jousto.com.

Everyday: Everyday credit limit is at least 300 eur. Pay with one transaction by the end of next month (no extra fees) or with monthly payments. Minimum sum per monthly payment is 1/5 of the total sum of the bill. After the due date, 5% monthly interest rate is added. Annualized percentage rate for typical 500 eur credit is 48,52 %. More information: www.everyday.fi.

5.2. Contact Maksukaista

Maksukaista, Paybyway Oy (business-id FI24865594)
E-mail: asiakaspalvelu@maksukaista.fi
Telephone: +358 29 300 5050 (workdays 9-16)
Address: Laserkatu 6, 53850 Lappeenranta, Finland

6. Domain registration

Service Provider will register domains according to the given details by customer. When registering a domain name, customer is responsible for obeying all rules related to domain registers. Customer is responsible for the domain name and its use. Domain registration fees are non-refundable. Service Provider or domain register will confirm successful registration by email. Service Provider cannot guarantee the success of the registration, because it is possible (although very unlikely) that a third party might register a domain before. For example, such reasons may be that customer does not immediately pay the invoice when ordering, or the domain name registration is delayed due to human or technical reasons. In these situations, Service Provider grants a new domain with the same value.

When customer's and Service Providers Agreement ends, customer is responsible for registering, transferring and renewing the domain name.

7. Service Description and changes

Service Provider reserves the right to change the service description. Service Provider will try to inform about the changes beforehand. Service Provider has the right to change a service or its attributes without any information if necessary due to security, technical (issues) or other reasons. All possible changes will be notified as soon as possible. Changes made due to customer's request, will be charged according to the price list. Service Provider has the right to block all use that breaks the terms of service.

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If service use, bandwidth or server resource usage (including also processor usage), does not stay within the normal limits, Service Provider can limit or increase the pricing of the ordered service. All possible changes to service and its attributes will be done by negotiating with the client. Service Provider reserves the right to prioritize traffic and the use of server resources and if necessary terminate the Agreement.

8. Customer's responsibility and rights

Customer is responsible for all data stored in the ordered service and obeying all Finnish laws and goodwill. All material uploaded to the website has to be legal, it cannot be racist and it cannot break any laws or cause harm to other people. Customer is responsible for preventing all possible harms to the network and service in use. Service Provider can and will remove all illegal data or data that is breaking the conditions of this Agreement.

Customer may not market the service in violation of the law or goodwill, which includes, for example direct marketing via email without the consent of the recipient, marketing in news groups and forums or any other places where it is forbidden.

Customer can use the ordered service and disk space only for their own, their company or community use. Disk space or email accounts cannot be resold without the consent of Service Provider.

Customer has the right to include third party commercial adds and other banners on their website. Customer has the opportunity to maintain up-to-date backups of all his/her data hosted with Service Provider.

Service Provider can use customer's name as a reference, unless customer specifically forbids this in writing.

Customer cannot try to search for any possible security flaws or test the server's intrusion mechanism, this will cause immediate service termination and legal action. Customer is responsible for compensation to Service Provider and to all third parties all possible costs that have been caused by service abuse. Customer is obliged to ensure that the software they use is up to date (for example virus protection). The Service Provider is not responsible for the use of any third party software or service. Customer is obliged to pay all the damages that have been caused by service abuse by his username to Service Provider or third parties.

News and new Agreement shall be published in the Service Provider's website (www.hostingservice.fi). Customer is required to read and agree to the new terms and conditions. If the terms of the Agreement have been infringed customer's login credentials can immediately be removed.

9. Service Provider's responsibilities and obligations

The Service Provider's liability for damages is up to two (2) months of service fees. Service Provider is not liable for consequential losses or indirect damages. These damages include loss of profit, loss of or interruption of production or turnover, failure to fulfill the obligations of a third party or other unforeseeable damages.

In the dreaded event of data loss the Service Provider cannot be held liable for the loss or alteration of data or the costs caused by this event, such as the cost of creating the files again.

The Service has a fault if it differs essentially from the ordered service or the service does not function. However Service Provider takes no responsibility for indirect errors, third-party softwares and their faults. Customer is responsible for notifying Service Provider's support for any faults that might occur. All possible faults will be fixed as soon as possible. Service Provider reserves the right to not fix anything if customer has caused it, or if it is caused by abuse, or misuse of the service. All reclaims related to faults must be sent within 7 days.

Service Provider is not responsible for any faults or interruption of service related to force majeure or to the activities of third parties such as errors or problems in third party software or network. The Service Provider is not responsible for customer's own content in the service or how the content works. The Service Provider is not required to fix an error, which is caused by customer's own activities, such as abuse or improper use of service or violation of this Agreement or customer has used a third party to do a modification or correction.

Service Provider is not responsible for the outside network interference, unauthorized use or similar activities against the service used by customer. Service Provider is not responsible for service disruption, damages or errors caused by viruses.

10. Resale

Customer can use the ordered service and disk space only for their own, their company or community use. Disk space or email accounts cannot be resold unless it is specifically mentioned in the product's service description or there is a written consent of Service Provider.

Retailer is selling services in their own name, and retailer must not act on behalf of the Service Provider or make any binding agreements or other commitments or obligations on behalf of the Service Provider. Retailers must ensure that all parties using the service of the Service Provider directly or indirectly comply with this Agreement.

If a retailer violates this Agreement, such as invoices remain unpaid (long past due date), Service Provider has a right to transfer the dealer's customers to be Service Provider's direct customers without the consent of the retailer. The transfer is made with the permission of the retailers' customers and will be notified to the retailer.

11. Login information and passwords

Customer is responsible for storing their username and password in a secure place and for any activity done with that information. Customer is also responsible for compensating for any kind of repairs or investigation expenses caused by the username.

12. Customer Information

Customer warrants that any information provided to Service Provider is entirely precise and accurate. In the case of the primary contact information needing to be changed, customer must issue a written notice to Service Provider with updated contact details or update them using Service Providers website. Failing to do so may lead to closing or terminating the account.

13. Payments

Fees are payable in advance (if not mentioned otherwise). If the customer doesn't terminate the Agreement 14 days prior to the next billing date, the client is liable to pay also for the next payment period.

Invoices will be sent mostly via Email. All payments must be made in Euros and on the due date at the latest. Customer is liable to keep all billing information up to date. It is customer's responsibility to update his/her billing information (changes in billing address etc.).

Service Provider reserves the right to change prices. Customer will be informed about all price changes before new billing period starts. Changed prices are effective immediately and will be used on customer's next invoice. Customer has the right to terminate the Agreement before next billing period.

Service Provider has the right to close the service, when the payment is overdue. Also Service Provider can terminate the Agreement after the first notice. Late fees may be added to the invoice when overdue. Also a fee may be added for reopening the service. Service Provider can transfer all unpaid invoices to a third party collecting agency. Customer is liable to pay payments from the collecting agency or/and judiciary payments.

14. Disagreements

All disputes or disagreements will be handled in Helsinki, Finland (Helsinki District Court).