

## **1. *The validity and application of the terms of service (TOS)***

This agreement is between Suomen Hostingpalvelu Oy (referred later as "Hostingservice" ) and the person (referred as "client" or "customer", whether legal or individual) who submits his/her service order to Hostingservice using the "Order" form, Email or by phone.

Hostingservice 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. Hostingservice will inform customers when terms of service have been changed by posting a notice on the website ([hostingservice.fi](http://hostingservice.fi)).

## **2. *Validity***

The contract starts immediately, when a customer orders a service and Hostingservice confirms the order. Orders are confirmed by Email.

## **3. *Transferring an Agreement***

The customer does not have the right to transfer the agreement to a third party without the written permission from Hostingservice.

Hostingservice has the right to transfer the agreement to a third party. Hostingservice also has the right to change the contract and service description's content.

## **4. *Length of the Agreement***

Length of the agreement is the same as the payment period. The agreement is continued automatically, if the agreement isn't terminated.

## **5. *Termination***

The customer can terminate the agreement ONLY by requesting cancellation in the client area (Client Area > Own services> Hosting >View Details>Request Cancellation) at least 14 days prior to the next billing date. A service can be terminated by a customer ONLY after ALL payments, which are due, are cleared.

The Client has the right to terminate the agreement, if Hostingservice cannot offer the agreed services. Excluded are situations where downtime is caused by the Internet Access provider, maintenance, hardware failure or Force Majeure events (natural disasters etc.).

Hostingservice has the right to terminate the agreement immediately without prior notice or any kind of liability, if a customer breaks these terms or if the service can not be continued any longer due to an external factor. If the customer hasn't broken the terms of service, unused time will be compensated (maximum compensation will not exceed the amount payable by the customer for 2 months of service).

Hostingservice has the right to close or terminate the service also, if the client's invoice is overdue or the client has been verified as insolvent, the client has broken the law, the contact

details provided are not accurate or the client cannot be reached from the given contact details.

## **6. Term**

The initial service term of the agreement generally begins on the date the customer is sent an e-mail from Hostingservice announcing the activation of the 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 the customer or Hostingservice. Some parts of the order (example domain registrations or transfer), can be delayed because of third party service providers included.

### **6.1. Domain registration**

Hostingservice will register domains according to the given details by the customer. When registering a domain name, the customer is responsible for obeying all rules related to domain registers. The Customer is responsible for the domain name and its use. Domain registration fees are non-refundable.

When the customer's and Hostingservices contract ends, the customer is responsible for registering, transferring and renewing the domain name. The Customer is responsible for all data stored in the ordered service and obeying all Finnish laws and goodwill.

## **7. Service Description and changes**

Hostingservice reserves the right to change the service description. Hostingservice will try to inform about the changes beforehand. Hostingservice 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. Hostingservice has the right to block all use that breaks the terms of service. If service use, bandwidth or server resource usage (including also processor usage), does not stay within the normal limits, Hostingservice 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.

## **8. Customer's responsibility and rights**

The 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. The Customer is responsible for preventing all possible harms to the network in use. Hostingservice can and will remove all illegal data or data that is not suitable for viewers.

The Customer can use the ordered service and disk space only for their own, their company or community use. Disk space can not be resold; this doesn't include banners all other commercial adds on the web page.

The customer has the opportunity to maintain up-to-date backups of all his/her data hosted with Hostingservice. Hostingservice will maintain backups, but in the dreaded event of data

loss, Hostingservice cannot be blamed or held liable for the loss of data irrespective of the value of information lost.

All public viewable material must be legal and not harmful in any way. Disk space is limited to the amount that has been informed when ordering the service. The Customer is responsible for compensation and to all third parties all possible costs that have been caused by service abuse. The Customer cannot try to search for any possible security flaws or test the servers intrusion mechanism, this will cause immediate service termination and legal action. The Customer cannot use the service for spamming, or any kind of advertising that is not legal or breaks the goodwill. The Customer cannot advertise the website via email, news groups, bulletin boards or any other places where it is forbidden.

### **9. *Login Information and passwords***

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

### **10. *Customer Information***

The customer warrants that any information provided to Hostingservice by him or her is entirely precise and accurate. In the case of the primary contact information needing to be changed, the customer must issue a written notice to Hostingservice with updated contact details. Failing to do so may lead to termination of the contract and the account.

### **11. *Service faults and possible compensation***

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

Hostingservice is not responsible for any faults related to force majeure.

### **12. *Payments***

Fees are payable in advance. If the agreement isn't terminated by the client 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. The customer is liable to keep all billing information up to date. It is the customer's responsibility to update his/her billing information (changes in billing address etc.).

Hostingservice 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 the customer's next invoice.

Hostingservice has the right to close the service, when the payment is overdue. Also the agreement can be terminated by Hostingservice after the first notice. Late fees may be added to the invoice when overdue. Also a fee may be added for reopening the service. Hostingservice can transfer all unpaid invoices to a third party collecting agency. The customer is liable to pay payments from the collecting agency or/and judiciary payments.

### **13. Disagreements**

All disputes or disagreements will be handled in Espoo (Espoo District Court).

THIS AGREEMENT ALONG WITH THE ORDER FORM CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN HOSTINGSERVICE AND THE CUSTOMER. IT IS ASSUMED THAT THE CUSTOMER HAS READ THE AGREEMENT THOROUGHLY AND AGREED TO EACH CLAUSE OF IT BEFORE SIGNING UP FOR HOSTING SERVICES PROVIDED BY HOSTINGSERVICE (SUOMEN HOSTINGPALVELU OY)