

Terms of Service (TOS)

1. Validity and application

This Universal Terms of Service Agreement ("Agreement") is between Suomen Hostingpalvelu Oy (the "Service Provider") and you (the "Customer", whether legal or individual). This Agreement is made effective 25.05.2018 and is effective until new Agreement. 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 latest 14 days prior to the beginning of the new contract period.

3. Transfer of the Agreement

Customer does not have the right to transfer the Agreement to a third party without the written permission from the 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 Service Providers website (via Client Area) or by email, when using main contact's email address at least 14 days prior to the next due date. Customer will be sent an email confirmation about the termination of Agreement. Customer

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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.

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.

Service Provider has the right to change the terms of this Agreement. Customer is entitled to terminate the service in a situation where the change in the terms of the Agreement substantially increases the Customer's obligations or reduces the Customer's rights and if the change is not because of a change in the law or in the authority's order. Customer has the right to terminate the service in writing by the announced effective date of notice and the termination will take effect in the event that Service Provider, upon receipt of Customer's notice of termination, confirms the effective date of the Agreement changes. Service Provider will then compensate for the unused service charge previously paid by Customer. If the change is due to a change in the law or the authority's order, the change may take effect before the expiry of that period. In such a case, Customer will not be entitled to terminate the Agreement other than described in this Agreement.

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. Invoicing, 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.

Invoices are sent according to the billing methods offered by Service Provider. Customer must pay the invoice by the due date. Customer should keep up-to-date with billing information (email address changes, etc.).

Payments will be made (unless otherwise stated) in advance. Customer pays the service according to the price list. Service Provider reserves the right to change its pricing by announcing it in advance (on the website hostingservice.fi and by email or on the previous invoice). New prices will take effect on next billing cycle. If there is a change in the price list made by Service Provider, Customer has the right to terminate the service before the new billing period begins.

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Service Provider may close the provided services, if the invoice has not been paid on time. The service can be terminated without notice, if the payment has not been made immediately after the invoice notice. Delayed charges and interest may be subject to a late payment. The opening fee for a closed service may also be charged for re-opening the service. Customer is obliged to pay the collection agencies' fees (and possible legal expenses).

Bambora PayForm (Paybyway Oy, business-id FI24865594) is the payment facilitator of the online shop. 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 Bambora. Bambora or Paybyway Oy is shown as the payment received in the bank account listing and in the invoice. Paying with Bambora 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. Read more about Bambora: <https://www.bambora.com>

5.1. Payment methods when using Bambora Payform

With Bambora PayForm Customer can pay an order by an internet banking account, a wallet, a payment card (credit/debit), an invoice or a partial payment. The following methods of payment are supported: Osuuspankki, Nordea, Danske Bank, Oma Säästöpankki, Säästöpankki, Aktia, Paikallisosuuspankit, S-Pankki, Handelsbanken, Ålandsbanken, MobilePay, Masterpass, Visa-, Visa Debit-, Visa Electron-, MasterCard- and Debit MasterCard payment cards. MobilePay: You can pay with your MobilePay wallet if you have allowed online payments in the settings of the MobilePay application. Payment via MobilePay takes place directly from the payment card linked to MobilePay. If charging the payment from the linked card fails, MobilePay can not be used in the online shop.

5.2. Bambora Payform Contact details

Bambora PayForm, Paybyway Oy (business-id FI24865594)

E-mail: payform@bambora.com

Telephone: +358 29 300 5050 (workdays 9-16)

Address: Laserkatu 6, 53850 Lappeenranta, Finland

6. Domain registration and renewal

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.

Service Provider uses third party registrars for domain name registrations. These registrars may offer so-called premium domain names. Premium domains are more expensive than regular domains, the

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price of which are shown on Service Provider's website. If Customer has incorrectly ordered a Premium domain through using Service Provider for the price of a regular domain, then Service Provider is not required to register that premium domain at the price of the price list. In these circumstances, Customer may register another domain which is not a premium domain or Customer may also pay the premium domain with the new corrected price as announced by Service Provider. This also applies to the renewal of premium domains. Service Provider is therefore not required to renew the premium domain for the price of a regular domain.

Service Provider will send a renewal invoice to Customer in advance. If the renewal invoice has not been paid, the domain name will be initially closed and will be released later for registration. In case of opening a closed domain, Service Provider may charge an opening fee. Service Provider will send a confirmation email of domain renewal to the Customer by e-mail. If the invoicing has resulted in an error resulting from Service Provider error, such as a system error or a human error and the invoice has not been created or has not been received by Customer and that domain is closed or even made available for registration by anyone and eventually third party has registered it, Service Provider will only be obligated to pay for a new equivalent price domain.

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.

If service use, bandwidth or server resource usage (including also processor usage), does not stay within the normal limits, the 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. 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. Service Provider reserves the right to in the interrupt the service temporarily if it is necessary for repair, maintenance or other work. Service Provider aims to minimize the duration of the break and to inform the Customer, if possible, in advance.

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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 the 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 the Service Provider.

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 the 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). 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 the 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

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 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.

Service has a fault if it differs essentially from the ordered service or the service does not function. However the 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. Service Provider is not responsible for Customer's own content in the service or how the content works. Service Provider is not required to fix an error, which is caused by Customer's own activities, such as

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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 reserves the right to change its pricing by announcing it in advance (on the website and by email or on the previous invoice). New prices will be used for invoicing Customer's next billing cycle. Customer has the right to terminate the service before the new billing period.

Service Provider is not responsible for the content of Customer's service or the functionality of the data content. Service Provider is also under no obligation to correct any errors that may arise in connection with Customer's own actions, such as misuse or misuse of the service, or modification or repair by a Customer made or by a third party.

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.

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13. Disagreements

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

14. Personal Data Processing

Annex 1 deals with the obligations of Service Provider and Customer regarding the processing of personal data. The appendix is governed by the Data Protection Act in cases where Customer is a Registrar and Service Provider is a processor.

Annex

1. Personal Data Processing Agreement