

Terms of Service (TOS)

1. Validity and application of TOS

These terms and conditions (the "Agreement") apply to Domainhotelli Oy (the "Service Provider") and the contracting party (the "Customer") products and services. This Agreement enters into force on 25.05.2018 and are valid until further notice. The Agreement replaces the previous agreement. The right to change the terms of the contract is reserved. The service provider informs about changes on its website (domainhotelli.fi). The Customer is responsible for ensuring that the Customer and the parties employed by the Customer, such as subcontractors and employees, comply with this Agreement.

2. Agreement period and transfer of Agreement

The term of this Agreement begins when the Customer orders the service and the Service Provider has confirmed the order. Order confirmation is usually done by email.

The length of contract period is the same as the length of the billing period selected for the service. The Agreement, if not terminated by the deadline, will automatically continue after the billing period ends.

The Customer is not entitled to transfer the Agreement to a third party without the written consent of the Service Provider. The Service Provider has the right to transfer the Agreement and services to a third party. The Service Provider also reserves the right to change the content of this Agreement and service description.

3. Terminating the Agreement and closing the service

The Customer may terminate the Agreement on the Service Provider's website or by email using the administrator's email address. E-mail confirmation of the termination will be sent to the customer. Customer must request the termination at least 2 weeks before the end of the billing

period. In this case, the customer may not have any overdue payments. If the Customer's termination is delayed, the Customer shall be obliged to pay the next invoicing period in full even if it is possible to terminate the service before that date.

The Customer has the right to demand termination of the Agreement without regard to the notice period if the agreed services cannot be provided by the Service Provider. However, this does not apply to occasional interruptions in service caused by the Service Provider's internet connection provider, maintenance, equipment failure or Force Majeure (natural disasters, etc.).

The Service Provider has the right to change the terms of the Agreement. The Customer has the right to terminate the service in a situation where the amendment of the terms of the Agreement substantially increases the Customer's obligations or diminishes the Customer's rights and if the change is not due to a change in the law or the order of the authority, the Customer shall have the right to terminate the service before changes to the Agreement take effect. The Agreement will not be terminated, if the Service Provider cancels the new amendments before the amendments take effect. In the case that Service Provider has changed the terms of the Agreement and Customer has terminated the Agreement, the unused service fee paid by the Customer in advance is refunded by the Service Provider.. If the change is due to an amendment to the law or an order of the authority, the amendment may enter into force before the expiry of that period, in which case the Customer shall not have the right to terminate the service otherwise than as described in this Agreement.

The Service Provider has the right to terminate the Customer's service immediately without a notice if the Customer violates the terms of the Agreement or the service cannot be continued due to an external factor, in which case the Service Provider is not obliged to compensate the Customer for anything. If the Service Provider terminates the Agreement without the Customer violating the terms of the Agreement, then the service fees of unused time will be refunded to the Customer.

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The Service Provider has the also right to close or terminate the service if the Customer has not paid an invoice by the due date or the Customer has been declared insolvent, violates the law, the customer information is not correct or the Customer cannot be contacted from the contact information provided.

4. Billing period and delivery of the service

The billing period is generally considered to have begun when the Service Provider has sent an e-mail to the Customer confirming the order or sent the user login details associated with the service. The Service Provider delivers the service after receiving the payment. Part of the order, such as domain registration or transfer, may be delayed for reasons beyond the control of the Service Provider. The agreement is automatically renewed if the Customer or the Service Provider does not terminate it.

5. Online payment buttons

Service Provider uses Bambora as one payment option. 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, Mastercard, Visa-, Visa Debit-, Visa Electron-, MasterCard- and Debit MasterCard payment cards. MobilePay: Customer can pay with MobilePay wallet if Customer has 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.

The Agreement is created between the e-commerce Customer and the online store, which in this case is the Service Provider. Service Provider is responsible for all trade-related obligations.

More information about Bambora:
<https://www.bambora.com>

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

The Service Provider registers the domains in accordance with the information provided by the Customer upon receiving the payment. Domain names are registered through registration services maintained by third parties. When ordering, the customer accepts the terms of use of the domain registrars and is responsible for its own right for the domain name. It is not possible to return domain-related payments to the Customer after a successful registration. The Service Provider or registrar confirms the registration of the domain by email. The Service Provider cannot guarantee the success of the registration because, although unlikely, it is possible for an outside party to register the domain first. Such reasons may include, for example, that the Customer has not paid his invoice immediately upon ordering or that the registration of the domain name is delayed for human or technical reasons. In these situations, the Service Provider will register at most a new free domain with a similar price.

The 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 price of regular domain is 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

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as informed 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.

The Service Provider sends in advance an invoice related to the renewal of the domain name to the Customer. If the renewal invoice has not been paid on time, the domain name will first be closed and it will be freed for later registration. The Service Provider may charge a separate opening fee for opening a closed domain. The Service Provider sends confirmation to the Customer about the renewal of the domain by email. If billing has caused an error due to the Service Provider, such as a system error or a human error, and the invoice has not been created or has not been received by the Customer, and the domain name has been closed or even released and registered by an outside party, the Service Provider is obliged to compensate only for a new domain which has a corresponding price.

If the Agreement between the Service Provider and the Customer ends, the Customer shall be responsible for the registration, transfer and renewal of the domain.

7. Service description and changes

The content of the Web hosting service and other services is defined on the Service Provider's website (www.domainhotelli.fi). The service provider reserves the right to change the content of the service. Changes are announced in advance. The service provider also reserves the right to make changes without informing them in advance when, for example, they are related to data security. Changes made at the customer's request will be charged according to the price list. The service provider may prevent any use that is contrary to the terms of the Agreement.

If the Customer's Web hosting account has a significantly different traffic and / or load, the Service Provider reserves the right to limit traffic and / or load or to check the price to be used as agreed with the Customer. The Service Provider reserves the right to prioritize traffic and use of

server resources and, if necessary, terminate the Agreement in such cases.

8. Customer rights and obligations

The Customer owns the rights of the material he adds to the service. The material stored on the disk space must not be contrary to Finnish law or good practice. The use of servers for illegal activities is strictly prohibited. The customer is responsible for all material stored on disk space. The Customer is also responsible for preventing damage to the server or network. The Service Provider reserves the right to remove Customer's material if it deems it to violate the terms of the Agreement.

The Service Provider acts as a personal data processor for the Customer. The Service Provider handles personal information only to provide the service the Customer has obtained. As the Service Provider acts as a personal data processor for the Customer, the obligations related to the processing of personal data are defined in the Annex to the PERSONAL DATA PROCESSING AGREEMENT (Appendix 1). By accepting this Agreement, the Customer also accepts the Personal Data Processing Agreement.

The Customer may not market their service contrary to the law or good practice. For example, direct marketing by email without the consent of the marketing recipient is prohibited, advertising in newsgroups, discussion forums or other places where it is forbidden is also prohibited.

The web hosting disk space cannot be divided to be used by different entities or resold. For example, homepages or emails from two different companies cannot be located in the same web hosting plan. Resale or transfer (to third parties) of disk space and e-mail addresses provided by the Service Provider is prohibited without a separate written agreement by the Service Provider.

The Customer must ensure that all material imported into the service is relevant to their

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website. Service space must not be used as a so-called file storage or sharing service or storage space.

Customer has the right to keep third party ads on their website.

Customer has also the ability to create their own up-to-date backups.

Internal intrusion attempts and circumvention of potential security restrictions are prohibited and will result in immediate termination of the Agreement and to possible damage claims. The customer is responsible for ensuring that the software in use is up to date. The Service Provider shall not be liable for any non-Customer software used by the Customer. The Customer shall be liable to the Service Provider or to third parties for any damage caused by his / her username.

The Customer is obliged to inform the Service Provider of any security breaches committed to the Customer's service.

Releases and new terms of the Agreement are published on the Service Provider's website (www.domainhotelli.fi). The customer is obliged to read and accept the new terms and conditions. The right to termination in the event of a change in the terms of the contract is defined in this Agreement (clause 3). If the terms of the agreement are violated by the Customer, the login details to the server can be immediately removed.

9. Obligations and responsibilities of Service Provider

The total liability of the Service Provider is in all cases maximum of up to two (2) months of service charges for the service in question. The service provider is not liable for any kinds of indirect indirect damages. Such damages include, for example, loss of profit, loss or interruption of production or turnover, failure to meet third party obligations, or other unforeseeable damage.

The Service Provider is not responsible for the destruction, loss or alteration of the Customer's data or files, and for any damage or expense arising therefrom, such as the cost of re-creating the files.

An error is considered to occur in the service if it deviates from the service description and significantly impairs the use of the service. Service Provider is not responsible for indirect errors, third-party software, or their mistakes. The Customer must report any errors in the service. The Service Provider tries to correct the errors as soon as possible. However, the Service Provider reserves the right not to correct the error if it is caused by the Customer's own actions. The service may be interrupted during the repair. Complaints regarding errors should be sent within seven (7) days.

The Service Provider shall not be liable for any error or malfunction resulting from force majeure or third party activities such as problems with third party networks or software or other errors.

The Service Provider is not responsible for the information content or how it operates in the service, which Customer is using. Furthermore, the Service Provider is not obliged to correct the error caused by the Customer's own actions, such as malpractice or misuse of the Service or any modification or correction made by the Customer or a third party hired by the Customer.

The Service Provider shall not be liable for any harassment, unauthorized use, or similar activities where customer or his service may be targeted from an outside network. The service provider is not responsible for any interference or damage caused by viruses or errors.

10. Login details and passwords

The Customer is responsible for ensuring that the username and password do not end up for third parties. The Customer is responsible for all matters and abuses made with his login details. The Customer is also responsible for the repair and possible costs of the investigation due to his / her username.

11. Client details and billing

The Customer shall notify the Service Provider of the correct Customer Information and billing information. This information must also be kept up to date by the customer (changes to email addresses, etc.). Services may be closed or the order cancelled if Customer Information is not correct. Customer can change client details on the Service Provider's website or by writing.

Payments will be paid (unless otherwise stated) in advance. The customer pays for the service according to the current price list. The Customer shall pay to the Service Provider the invoice received from the initial order and shall also be obliged to pay the next new invoice received at the end of the invoicing period if the Customer has not cancelled the service before the notice period. The notice period is two weeks (14 days).

Invoices are generally sent via email. The customer must pay the invoice by the due date.

The Service Provider reserves the right to change its pricing by notifying it in advance (on the website and via e-mail or on the previous invoice). New prices will take effect on the next billing cycle of the Customer. The customer has the right to terminate the service before the new billing period.

Customer's services may be closed, terminated, and thereby terminated without notice, if the Customer has an invoice that is due and has not been paid after the notice. Delayed fees can be subject to late payment, plus interest. Also, a fee for reopening a closed service may be charged. The Customer is obliged to reimburse the fees of the collection agencies and any legal costs arising from the legal proceedings.

12. Disputes

All disputes are resolved in Helsinki, Finland (District Court of Helsinki).

Appendix

1. PERSONAL DATA PROCESSING AGREEMENT (Appendix 1).