

# Sweden Dedicated Terms of Service

## §1 Acceptance of Terms

Sweden Dedicated provides its service to you subject to the following Terms of Service. This document may be updated from time to time, a copy will be sent to you if this happens. When using Sweden Dedicated's services you are subject to any posted rules and/or guidelines regarding the service you are using.

## §2 Description of service

Sweden Dedicated provides the Internet with highly configurable hosting solutions, for example: web hosting, shell accounts, mail hosting, colocation and much more. In this document you can read about the legal and ethical rules for using the computers and services that Sweden Dedicated provides.

## §3 Your obligations

When you register for a service at Sweden Dedicated you represent that you are of legal age to form binding contract in the country you live in. In the registration process you agree to provide true, accurate and current information about yourself or your company. If Sweden Dedicated has reasonable grounds to suspect that the information you provide is untrue, inaccurate or not current, Sweden Dedicated has the right to terminate your account/service.

## §4 Server security

You are responsible for keeping your server and other information regarding your server confidential. You are fully responsible for all the activities that occur on your server. You agree to notify Sweden Dedicated if you think that anyone unauthorized has access to your server.

## §5 Information on Sweden Dedicated servers

You understand that all information, publicly available and/or privately transmitted, on Sweden Dedicated servers is the sole responsibility of the person whom it originated from. This means that you, not Sweden Dedicated, are responsible for the content you make publicly available or transmit via Sweden Dedicated servers.

## §6 International use of services

Due to the global nature of the Internet you agree to comply with the local rules regarding your service.

## §7 Termination of account

If you as customer want to cancel the agreement you need to do this via a written notice to Sweden Dedicated at least 30 days before end of contract otherwise you will be signed for a further period. Sweden Dedicated can, at any time, with prior notice, terminate your service without any refund.

## §8 Storage and distribution

You are not allowed to store and/or distribute trojan horses, viruses and/or any code that can damage Sweden Dedicated and/or third-party. To distribute and/or store material that is not legal by Swedish law is strictly prohibited.

## §9 Services – Dedicated server

You agree to follow the local and/or third party rules regarding the services, applications and/or other things you run on your server. Using your dedicated server(s) to sabotage, worsen and/or in

any other way making third party services worse is strictly prohibited and will result in termination of the service and report to the local authorities.

You, as customer, are responsible to do your best to prevent DOS (Denial of Service), DDOS (Distributed Denial of Service) or any other network attack and/or attack that can harm Sweden Dedicated. If you frequently receive this kinds of attacks your service will be terminated. It is not allowed to store and/or distribute any material that is NOT legal by Swedish law. To store and/or distribute material that is NOT legal by Swedish law will result in termination of service.

To store and/or distribute malicious code and/or any other code that can worsen Sweden Dedicated or third party companies is strictly prohibited. Using Sweden Dedicated's network to send spam is strictly prohibited and will result in termination of service.

#### **10. Payment**

You pay for Sweden Dedicated services at end of month and are not entitled to any repayment from Sweden Dedicated in case of termination of account and/or dispute with Sweden Dedicated. Sweden Dedicated uses third party suppliers to handle payment transactions; Sweden Dedicated is not liable for any harm done to customers by these suppliers.

#### **11. Force Majeure**

Sweden Dedicated is not liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, confiscation of equipment by authorities, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout, interruption or failure of electricity [or telephone/internet service] or any other extraordinary event or circumstance beyond the control of Sweden Dedicated.

#### **12. Dispute**

In case of dispute between you, as customer, and Sweden Dedicated the dispute will be settled in Swedish court under Swedish laws.

#### **13. Currency fluctuations**

In case of currency fluctuations larger than 10% Sweden Dedicated has the right to change the customers price with the same percentage.

#### **14. Delivery of server**

If the server specified in the tender is out of production, or can't be order because of other circumstances Sweden Dedicated has the right to cancel the agreement. Sweden Dedicated cannot be held responsible for late delivery of the server.

