



Stockholm May 24, 2018

## Terms of Service

SIZ AB, Orgnr: 559137-6107, with registered addresses on Torsgatan 8, 111 23 Stockholm ("SIZ") This Agreement sets forth the terms and conditions of your use of SIZs services (the "Services"), and represents the entire agreement between you the Customer and SIZ concerning the subject matter hereof.

### 1.OVERVIEW

1.1. This Terms of Service Agreement is applicable to all services provided by SIZ AB ("SIZ") to you the (Customer) unless separate agreements specify otherwise.

1.2. Web Hosting may be placed within one or more servers and resources are, unless specially agreed upon, shared between many customers on the same servers.

1.3. If no separate term clause has been specified, all agreements have a fixed duration period of 24 (twenty four) months. Termination of the service must be notified 1 (one) month prior to the end of the period. If a termination notice has not been made in accordance to these terms the agreement will automatically be extended for a new 12 (twelve) month period with a 1 (one) month termination notification requirement.

### 2. CUSTOMER OBLIGATIONS AND RIGHTS

2.1. You as a customer acknowledge and agree that you are obligated to;

- a) not use our servers, services and your website or app as a source for violating any applicable laws, domestic or international.
- b) inform any third party that is given access to use our Services of these Terms of Service and make sure to the best of your ability that they are followed.
- c) obtain any necessary permission and follow applicable laws to distribute, obtain and/or store information.
- d) register any shareware version of distributed programs
- e) safely store any username/identity and passwords so that any unauthorized parties can use or access the Services
- f) take full responsibility for any information or content made available on the website or app.
- g) take full responsibility for any violation of this Terms of Service agreement even if it is done unintentionally and/or by a third party.

2.2. You the Customer has the right to use the servers for any purpose with the following exceptions:

- a) Content may not violate any laws, domestic or international.
- b) Any content may not violate the standards of the well established "netiquette". You as the Customer are responsible for any application that is installed and/or developed by you can



not be used for "SPAM" (SPAM: flooding the Internet with many copies of the same message, in an attempt to force the message on people who would not otherwise choose to receive it.)

- c) If SIZ or any of our customers/servers/accounts are damaged, put in harm or sabotaged.

2.3. You the Customer can transfer the servers to a third party with written consent from SIZ.

## SIZ'S RIGHTS & RESPONSIBILITIES

3.1. SIZ has the right to immediately shut down and/or terminate if there is any violation of 2.2. Of these Terms of Service agreement.

3.2. SIZ has the right to take any necessary action that affects the function of the service if called upon by technical, maintenance or operational reasons. Such work should always be done promptly and in such a way that minimizes disturbance. The Customer is not subject any compensation for direct or indirect damages for example lost revenue, reduced production or turnover, barriers to fulfilling obligations to any third party or not benefiting from the agreement.

3.3. SIZ offers a Service uptime guarantee of 99.9% ("Service Uptime Guarantee") of available time per month. If we fail to maintain this Service Uptime Guarantee in a particular monthly fee will be reduced by 1/725 for each hour the servers are unavailable. The price reduction and Service Uptime Guarantee is subject on an annual basis. Any other compensation or damages can be set against SIZ for not having access to the server/s. If the error is outside of SIZ control no compensation will be granted. It will then be up to the customer to seek compensation directly with the server facility.

3.4. Server down time due to hardware issues, error with the operating system or software issues is not considered down time according to 3.2. ff this agreement.

3.5. SIZ shall, on behalf of the Customer, apply and register domain names with Nic-SE / Internic or other equivalent authority or organization that administers domain names. SIZ has a right of retention of domain names for all outstanding claims. It is the responsibility of you the Customer to make sure of the right to any domain name that you wish to have. SIZ has no responsibility for consequences caused by name applications that are not approved and/or later retracted. If the domain name administrator charges or decides to charge registration or other fees for domain name registrations it is the responsibility of you the Customer to pay for such charges.

3.6. SIZ has no responsibility for maintaining server halls if its capabilities are restricted by another Party such as but not limited to government agency decisions.

## 4. SERVER AND SUPPORT

4.1. When renting a dedicated server, repair of damaged hardware shall be performed by SIZ within 8 (eight) working hours (working hours are usually determined for weekdays from 8-12, 13-17 CET even though opening hours for Support may be different). With a special service agreement these time can be reduced to the time that is applicable under such an agreement. In case of longer



interruption due to Damaged hardware you the Customer will be compensated in accordance with the tariff for Service Uptime Guarantee.

4.2. When renting dedicated server with a buy-out premium, the server is the property of you the Customer after the contract period expires (usually after 24 months). Cancellation of the agreement or breach by the Customer of the payment terms the Server will become the property of SIZ. During the limited contract period, SIZ is responsible for the warranty commitment and Repair and / or replacement of damaged hardware. Server rented with buy out premium can normally not get a hardware upgrade.

4.3.

Service malfunctions or disruption on server, vps account or other services should be reported to SIZ's support. Support is available in accordance with current information on the SIZ website. In support related matter would prove to be the cause of improper use of the service or product, such as programming errors, SIZ reserves the right to charge for the time spent on troubleshooting and other support related services and communication. Cost will be determined in accordance to SIZ hourly rate at the time of service or by the rate stipulated in a separate agreement.

## 5. PAYMENT

5.1. Rates and payment terms are agreed separately. If a separate agreement has not been made, payment must be made periodically and shall be made available to SIZ by the same day as SIZ's work commences, alternatively by the due dates on SIZ's invoice. If payment is not made, SIZ has the right to shut down the server or services. There will also be a charge for the determination of the server or services. Prepaid periods will not be refunded to the Customer, even if these would extend longer than the notice period.

5.2. The Customer should to pay according to SIZs applicable rates at the time for the service, and payment shall be paid by the Customer in advance for the current period. Changes to the price list apply will go into effect at the beginning of the next contract period. If you as a Customer is unable to make use of the ordered service due to circumstances that may be attributed to the Customer or circumstances beyond SIZ's control, this shall not relieve you of your obligation to pay for the costs according to the contract. In case the Web customer does not fulfill payment within the set time on the invoice/s SIZ is entitled to interest in accordance the Swedish Räntelagen (1975:635) or by the current regulation for these matters.

5.3. If the Customer fully or partially delays payment, SIZ's right to close/terminate with immediate effect until full payment has been made. Reminders are charged with 60 SEK per reminder. Billing charges are charged according to current price list. In the event of the price list being raised, you as a Customer are entitled to in writing, no later than one (1) month, terminate the agreement.

5.4. When additional services and/or products can be ordered from SIZ, this can be ordered separately or through applicable price list. SIZ reserves the right to provide additional services or otherwise alter the server's specification during the contractual period. Price increase is announced at least 30 days in advance and usually does not apply during the fixed contract period (usually 24



months) if these are not the result of Authority decisions, currency fluctuation or other external circumstances that can not be affected by SIZ.

## 6. CHANGE OF SERVICE

6.1. SIZ reserves the right to make changes to the service regarding structure, scope and function. SIZ is obliged to inform the Customer of changes with at least one (1) month notice if the changes can be determined to significantly affect an agreed service and if this can be considered to be a disadvantage to you the Customer.

6.2. If changes to 6.1. Are of a significant disadvantage to the Customer, you the Customer have the right to terminate the agreements with immediate effect.

## 7. EARLY TERMINATION

7.1. Parties involved are entitled to terminate this Agreement for immediate termination of the other party in clear violation of this Agreement and, in the event that correction is possible, no correction has been made at the latest within ten (10) days from receipt of the request for rectification. The parties hereby agree that a matter cannot be considered rectifiable if the Customer without first obtaining SIZ's approval, as required by This Agreement:

- a) publish confidential information about SIZ,
- b) seek unauthorized access to connected network and computer resources;
- c) an unauthorized person uses, destroys or interferes with information in SIZ's network or to connected networks, or
- d) abuse the service in a manner that jeopardizes the operation or entails significant risk and/or inconvenience to SIZ.

7.2. The parties have the right to terminate the agreement with immediate effect if there are strong reasons to assume that the other party is in not in a position to fulfill its financial obligations/payments and/or its other commitments in accordance to the agreement.

## 8 TERMINATION

The parties are entitled to terminate the agreement in writing with a one (1) month notice period. Otherwise extended agreement with another period (billing period). If the billing period is three (3) months or less applies to three months notice period. Termination must be confirmed in writing until the latest billing address or via email address within a month. Otherwise, termination is not valid. Upon payment quarterly no additional costs are charged. For written payment reminders, collection requirements and other recovery measures have the Customer an obligation to pay statutory costs.

## 9. IMPACT OF THE TERMINATION OF THE AGREEMENT

9.1 If the agreement between the Parties ceases to apply, any right for the Customer to terminate the service will also cease. The paid periodic fee is reimbursed to the part relating to the period after the termination of the agreement, if Remaining time exceeds one (1) month. No refund will be made



in cases where the basis of the agreement Termination may be attributed to the Customer's breach of contract.

9.2 The Parties shall, immediately after the termination of this Agreement, transmit any material relating to assigned agreement to the other party.

## 10. FORCE MAJEURE

10.1. If the performance of the agreement is significantly hampered by external circumstances beyond which the parties do not have, for example Government action, war, mobilization, enhanced defense preparedness, fire, labor shortage, labor disputes, natural disaster, adverse weather conditions, Party may assume that the aggravating circumstance is not only temporary, withdrawal of the Agreement without liability.

10.2 Party wishing to withdraw The agreement shall notify the other Party in writing without delay of This has become known for this since the aggravating circumstance.

## 11. APPLICABLE LAW AND SOLUTION

This Agreement shall be applied in accordance with Swedish law. Dispute arising from this Agreement shall be settled in the Swedish court with the Stockholm District Court as the first court.

## 12. MODIFICATION OF CONDITIONS

These Terms and Conditions apply until further notice unless otherwise agreed. Condition change shall be announced at least one (1) month in advance. If the changing to these Terms of Service agreements are a significant disadvantage to you the Customer, you have the right to terminate the service during the current contractual period.

## 13. CONFIDENTIALITY

Both Party's business information and data shall be kept strictly confidential and may only be used by the other Party for the purpose of fulfilling its obligations under this Agreement. Such information or data may not made available to third parties without the written permission of the other party or, if so, from it applicable law.