

GENERAL TERMS AND CONDITIONS

1. General

1.1 Scope of the Contract

These terms and conditions apply to the services provided to the customer by Suncomet Oy (hereinafter the service provider), unless otherwise agreed in writing between the customer and the service provider. In addition, Finnish legislation shall apply as applicable.

1.2 Subject of the Contract

These terms and conditions cover the rights, limitations and responsibilities of the customer and the service provider. In particular, the customer's rights, restrictions and responsibilities for the service provider's service platform (servers) and other systems and domains required for the provision of services are agreed upon.

1.3 Definitions

1.3.1 Abnormal use

In the case of web hosting services and network disk services, the usage of the service falling outside of normal use is considered:

- 1.) distributing, encouraging the distribution or use of pirated copies,
- 2.) disseminating racist or defamatory material,
- 3.) spamming, assisting or abetting to spam, distribution of spam,
- 4.) encouragement of hacking programmes, dissemination of advice or encouragement of such activities,
- 5.) maintaining or establishing game servers,
- 6.) Initiating continuous background processes and initiating processes that open network ports,
- 7) maintaining or setting up instant messaging services and running

programmes, scripts or the like using instant messaging protocols (eg chat, irc and ventrilo),

- 8.) usage of the service which takes more than a minute (60 seconds) of processing time at once,
- 9.) usage of the service where more than 15,000 http (s) queries are recorded per hour
- 10.) usage of the service where more than 50,000 http (s) queries are recorded per day,
- 11.) usage of the service where more than 500,000 http (s) queries are recorded per month,
- 12) usage of the service that uses an average of more than 20% of the packet's power resources per day (processor, memory),
- 13.) usage of the service where more than 10 processes are running or starting at the same time,
- 14) uses of the service which cause or are likely to cause interference or harm to the operation of services, servers or computer networks, and
- 15.) other comparable activities.

In server services, abnormal use of the service is considered to be:

- 1.) distributing, encouraging the distribution or use of illegal copies of programs,
- 2.) disseminating racist or defamatory material,
- 3.) spamming, assisting or abetting to spam, disseminating spam content,
- 4.) disseminating or encouraging hacking programs, advice, or
- 5.) use of servers that causes or is likely to cause interference or disruption to the operation of services, servers, or computer networks; and
- 6.) other comparable activities.

1.3.2 Information security

Information security refers to administrative and technical

measures to ensure that information is accessible only to those authorised to use it, that it cannot be altered by unauthorised persons and that the information and information systems are accessible to those authorised to use it. [Section 3 (28) of the Electronic Communications Services Act (917/2014)]

1.3.3 Operating time and response time

Operating time means the time where the service is available.

Response time refers to the time where the server responds to queries.

Operating times and response times are determined using a third-party monitoring system. The check is done via an http (s) connection to the server. Only measurements of third-party European servers are taken into account when measuring uptime and response times.

Actual operating times and response times are recorded on a calendar monthly basis.

1.3.4 Reaction time

Response time refers to the time during which a disturbance has been reacted to and has been investigated.

1.3.5 Customer service response time

Customer service response time means the monthly average time between the arrival times of the messages answered to the customer and the transmission times of the replies.

1.3.6 An error occurring in the service

There is an error in the service when it does not correspond to what has been agreed to.

According to these terms and

conditions, an error in the service can only occur after the customer has notified the service provider of a possible error.

The error must be reported no later than within the month (30 days) following the error.

1.3.7 Value-added services

In these terms and conditions, a value-added service means a service that comes with the ordered service without additional charge to bring additional value to the service. The service provider does not guarantee the content or functionality of the value-added service.

1.3.8 Serious technical problem

A serious technical problem refers to a situation where a service has stopped responding to all contacts within the limits set by the service level of each service.

1.3.9 Service

In these terms and conditions, the service means the service ordered by the customer from the service provider in accordance with a separate agreement.

1.3.10 Contract period

The length of the contract period corresponds to the length of the billing period selected for the service, unless otherwise agreed in writing.

1.3.11 Additional external services

Additional external services mean other ancillary services for a fee that can be purchased through a service provider.

2. General rights and obligations

2.1 General rights and obligations of the customer

The customer is obliged to read the bulletins provided by the service provider and to follow the bulletins

concerning the service provider's services, which are available on the service provider's website at <https://suncomet.fi/tiedotteet/>.

The customer must take into account the service provider's notifications of possible service changes.

The customer undertakes to keep separate agreements between the customer and the service provider secret from third parties. In addition, the customer undertakes to keep confidential all information related to the service provider's service that has come to the customer's knowledge in some form. The customer must store their passwords in such a way that third parties cannot become aware of the passwords.

The customer undertakes to use all of the service provider's services in such a way that the customer's actions or use of the service cannot be prosecuted against the service provider under Finnish or other state law, and no damages or compensation can be claimed from the service provider. In addition, the customer undertakes to use all the service provider's services in accordance with Finnish and supranational regulations and good taste binding on Finland.

The customer is responsible for the use of the services and data security insofar as he has the opportunity to influence them. The customer is responsible for ensuring that the files and applications stored on the services do not allow misuse of the services, do not pose a security risk, comply with good programming practice and operate flawlessly in use.

The customer is obliged to compensate for the costs caused by insecure or incorrect use of the service and for any damage caused to a third party.

The customer is responsible for ensuring that they have sufficiently frequently produced backups of their websites, databases, e-mails and other data stored by the customer. The customer must take care of the full value insurance of his property, which has been placed under the control of the service provider.

The customer is obliged to ensure that his contact information and billing information are up-to-date in all systems provided by the service provider to the customer (control panel, customer system, etc.) and notified in writing (by letter or electronically) to the service provider. In addition, the customer must ensure the accuracy of the information provided.

The customer is responsible for restricting the use of its website and subscribing to service content with sufficient features.

2.2 General rights and obligations of the service provider

The service provider takes care of the settings necessary for the normal operation of the service, unless otherwise agreed in writing with the customer or specified in the service description.

The service provider is responsible for the level of service that has been agreed in writing with the customer.

The service provider is obliged to ensure the secure processing of the information in its possession.

The service provider is not obliged to find out the correct or alternative contact information in place of the customer's incorrect contact information in any situation.

3. Service content and use of the service

3.1 Service level and on-call duty

The service provider does not

guarantee that the service will work completely undisturbed.

Service descriptions or a separate written agreement with the customer may expand the content or service level of the service.

The service provider does not guarantee that its services can be used with all data networks or systems. Information networks or systems independent of the service provider may prevent the use of the service, in whole or in part.

3.2 Customer service

The service provider guarantees customer service in less than an hour on the average in technical matters concerning the service during customer service hours.

In other situations, the service provider guarantees that the messages are answered on the average within the next working day.

The level of customer service under this agreement does not apply to problems or disruptions outside the ordered service.

3.3 Web hosting services

3.3.1 Content of the service

The service is intended to make certain limited information content available on the Internet. The service is not intended for data storage.

The content of the service is provided at least to the extent that is a prerequisite for the operation of the most common freely available web applications. The e-mail service is provided at least to the extent necessary to receive and send e-mail.

The web hosting service includes a web service, a database service (sql), a (s) ftp service and an imap e-mail service.

3.3.2 Service level

The nature of the service includes temporary interruptions in operating time. The above-mentioned temporary interruptions include less than five (5) minutes or higher response times of less than one (1) hour, which may be caused by, for example, a momentary network failure.

By the nature of the service, the service as a whole is considered faultless if it operates flawlessly 99% of the time.

The service provider guarantees a 24-hour on-call service in case of serious technical problems with web hosting.

The service provider guarantees a response time of less than one hour for malfunction reports of serious technical problems related to web hosting services.

3.4 Servers

3.4.1. Content of the service

The content of the service is delivered in accordance with the agreement at least to the extent that is a prerequisite for the operation of the server hardware and the use of the operating system.

3.4.2 Service level

The nature of the service includes temporary interruptions in operating time. The above-mentioned temporary interruptions include less than five (5) minutes or higher response times of less than one (1) hour, which may be caused by, for example, a momentary network failure.

By the nature of the service, the service as a whole is considered faultless if it operates flawlessly 99% of the time

In the event of malfunctions of serious technical problems concerning the servers, the service provider guarantees a response time,

which is separately agreed in the maintenance agreement.

3.5 Domain names

3.5.1 Content of the service

The customer is entitled to the domain name only if the payments related to the domain name assigned to him have been made and the contractual obligations have been complied with in other respects.

The service provider registers the domain ordered by the customer through third-party registration services. The service provider acts as the customer's representative and administrator for the domains ordered by the customer. The domain name is registered on the basis of the information provided by the customer, the accuracy of which the customer must verify.

The customer is responsible for providing the information required for the domain name transfer.

The customer must read and accept the separate terms and conditions of the domain name registries.

The customer is responsible for being entitled to the domain name to be registered.

The service provider does not guarantee that the domain name ordered by the customer can be registered to the customer. The service provider does not guarantee the permanence of the price list in situations independent of the service provider.

Restoring an expired domain will be charged according to the current price list.

3.5.2 Service level

Domain name services are guaranteed to operate in accordance with the terms of each domain name registry.

3.6 Network disk

3.6.1 Content of the service

The content of the service is delivered at least to the extent that is a prerequisite for the operation of the (s) ftp service and the use of the (s) ftp connection.

The content of the service can be extended with value-added services (e.g. control panel, ssh connection, etc.).

3.6.2 Service level

The service is primarily intended for the short-term storage of information content.

The nature of the service includes temporary interruptions in operating time. The above-mentioned temporary interruptions include less than fifteen (15) minutes or higher response times of less than three (3) hours, which may be caused by, for example, a momentary network disruption.

By the nature of the service, the service as a whole is considered faultless if it operates flawlessly 90% of the time.

3.7 Additional external services

The service level of the additional services ordered through the service provider is determined according to the terms of each additional service. The service provider is not responsible for the operation of external additional services.

4. Delivery of the service

4.1 Delivery of the service and conditions of delivery

The service provider assigns the customer a domain name, username and password and maintains the customer's network or other server in accordance with the agreement.

The processing of the order will start

no later than within 7 days of the order.

The service provider generates the service in the way it deems appropriate, as agreed by the parties in the contract. The quality and features of the service are stated in the service descriptions and / or contract terms.

The service provider will deliver the service no later than within 7 days of receiving the order and the payment according to the order, provided that the other conditions for delivery are also met.

The service provider has the right not to process the order if the customer has not provided the information required in connection with the order or if errors or omissions appear in the submitted information.

The service provider also reserves the right not to process and deliver an order from which the service provider has overdue receivables.

The service provider shall not be liable for any delay or interruption in the provision of the service if the delay or interruption is due to a reason beyond the service provider's control.

4.2 Suspension and modification of the provision of services

The service provider has the right to prevent unauthorised use without notice. The service provider is not liable for any damage caused by the blocking.

The service provider has the right to delete the data stored by the customer in the service without separate notice, if they cause harm or are likely to cause harm to the service or third parties.

The service provider has the right to refuse to release or transfer the customer's domain name or other

credentials necessary for the service or its management, if the customer has not made payments in accordance with the agreement or fulfilled other contractual obligations towards the service provider.

The service provider reserves the right to suspend or change the quality of the service with a separate notice if the use of the customer's service, the network traffic caused by the customer, the disk space used by the customer or the server or other load differs from normal use or service content. If the use of the service differs significantly from the use considered normal, the service provider has the right to suspend the service provision or change its quality without notice.

If the customer has not made payments in accordance with the agreement, costs incurred due to non-payment or fulfilled other contractual obligations under this agreement, the service provider has the right to suspend the service provision of all services ordered by the customer or change its quality with a separate notice.

The service provider has the right to temporarily suspend the provision of the service in the above situation 28 days after the non-payment.

The provision of the suspended service shall be resumed at the customer's separate request within 72 hours, provided that the customer has fulfilled its contractual obligations.

The service provider has the right to continue the provision of the suspended service without separate notice or at the request of the customer, provided that the customer has fulfilled his obligations under the contract and the customer has not expressly prohibited the service provider from opening the service.

The service provider has the right to charge normal contractual service fees for reconnection of the service as well as for the period of interruption.

The provision of services may be limited to reasons specific to the technical implementation of information security.

5. Duration and validity of the contract

5.1 Duration of the contract

The agreement automatically continues for an indefinite period after the end of the agreement period, unless otherwise agreed in writing between the service provider and the customer.

5.2 Termination of the service

Termination must be made in writing (in writing or electronically) no later than one (1) month before the end of the contract period. The service provider will confirm the termination within 14 days of receiving the termination.

The order can be terminated until the end of the current contract period.

The service provider has the right to unilaterally terminate the service at the end of the current contract period if the service has been continuously closed for at least three (3) months and the customer has not requested the account opening and the account has been closed for the reason specified in section 4.2.

5.3 Cancellation of the contract

The service provider has the right to cancel the agreement immediately without separate notice if the customer has repeatedly failed to pay in accordance with the contract or repeated payments or this repeated failure to perform its other contractual obligations and the failure results in or is likely to cause

damage.

The service provider has the right to cancel the agreement immediately without separate notice if the use of the service by the customer, the network traffic caused by the customer or the disk space/server load/other load by the customer repeatedly deviates significantly from the normal use or service content.

In addition, the service provider has the right to cancel the agreement 28 days after the suspension of the service provision if the customer has not made payment delivered to him or fulfilled another obligation under the contract.

5.4 Withdrawal of the contract

The customer has the right to withdraw from the order of the web hosting service within 14 days after the order.

The above-mentioned right to withdraw does not apply to other services.

6. Limitation of Liability

The service provider is not responsible for the retention of information in the service.

The service provider does not guarantee the content or functionality of the value-added services under these terms and conditions under any circumstances.

The service provider is only liable for damages resulting from its own intentional or negligent actions. However, the liability is always limited to a maximum of one year's service fee.

In no event the service provider shall indemnify for indirect, independent, unforeseeable, unexpected or force majeure damages.

In no case will the service provider indemnify the business or other

economic values associated with the services. The value of the services will be considered to be the value of the service fee for a maximum of one year.

Damages or compensation must be claimed from the service provider within one month of being notified of the error on which the damages or compensation is based.

7. Fees and prices

7.1 Price lists

Current price lists can be found on the service provider's website at <https://suncomet.fi/hinnasto/>.

7.2 General information on fees and payments

The customer is obliged to pay the fees agreed for the service and valid at the time in the price list in accordance with the billing period specified by the service provider.

The invoice reflects the information used for payment and must be forwarded as such to the service provider at the time of payment. The payment must be forwarded to the service provider via an account number or other identifier. The payment must include a reference number of the payable invoice. The above-mentioned reference number must be forwarded to the service provider. The invoice must be paid at once and using one payment method. Payment in instalments must be agreed separately with the service provider. The invoice must be paid by the due date.

Payments that do not correspond to the information on the invoice and payments that have breached other contractual terms related to the payment are considered incorrect payments. The service provider has the right to charge the costs caused by incorrect payments, however, at least 5 euros.

The service provider has the right to charge a processing and inspection fee of 10 euros for the processing and inspection of the order, if the information provided in the order has been provided incorrectly.

The opening of a closed or suspended service will be charged according to the current price list.

Invoices will be delivered to the e-mail address provided by the customer, unless otherwise agreed in writing between the customer and the service provider. If no separate e-mail address has been provided, the invoice will be delivered to the e-mail address from which the order was placed.

If the e-mail address provided by the customer is not valid at the time of delivery of the invoice, the service provider has the right to send the invoice by letter to the postal address provided by the customer and charge an invoicing surcharge according to the price list.

7.3 Notice period

The notice period for consumer customers is at least 14 days from the invoice due date. The corresponding time for corporate customers is 7 days from the due date of the invoice.

7.4 Payments in breach of the contract

The service provider has the right to charge the costs resulted in resolving the breach of contract, however, at least 20 euros.

The service provider has the right to charge fees in accordance with the price list for use in excess of the contract, however, for a period of at least one month.

The party who caused the damage is also obliged to reimburse the costs incurred by his breach of contract

7.5 Returns or refunds

Service fees for the contract period can be refunded when the contract period is terminated prematurely if so agreed in writing with the customer or specified in the service description.

Service fees will only be refunded for the undelivered part of the services. Fees for registering or renewing a domain name will not be refunded.

The service provider is not obliged to refund the domain name registration or service fee if Traficom or another registration authority rejects or cancels the registration in violation of the domain name regulations.

Payment will also not be refunded in the event that a customer cancels or terminates an order for a domain during the billing period. (Finnish Transport and Communications Agency's instructions and requirements for domain name intermediaries, 21 December 2018)

The service provider is obliged to reimburse for any error in the service in accordance with these terms and conditions, provided that the error has been notified to the service provider in the manner required by these terms and conditions.

The amount of compensation shall not exceed the amount corresponding to the error, unless otherwise agreed. The total amount of compensations per customer cannot be higher than the service fees paid by the customer related to the faulty service.

Compensations payable and additional payments made by the customer will be automatically added to the validity period of the service unless the customer indicates that he wishes the funds to be transferred to the bank account designated by the customer.

The service provider also undertakes

to pass on to the customer any compensation received from third parties for delays or interruptions.

If the funds have to be returned under any circumstances, the service provider has the right to recover the costs of the transfer, but always at least 5 euros. The service provider is entitled to deduct the above costs directly from the refundable amount.

8. Changes and notification of them

The service provider reserves the right to change prices and alter the terms of the contract.

During the contract period, the service provider has the right to change the fees, their calculation criteria, contract terms and service content to a less favourable extent for the customer if the change is due to legislation, a decision of the authority or a material change in circumstances.

The service provider reserves the right to increase fees by five (5) percent annually. In addition, fees may be increased by the consumer price index published by Central Statistical Office of Finland. The service provider must notify the customer of such a change on the service provider's website at <https://suncomet.fi/tiedotteet/>.

If the change is material, the service provider must notify about it. The notification must be made not only on the service provider's website but also by e-mail no later than one (1) month before the change takes effect.

Technical changes will be notified to the email address marked on the control panel.

If the change is based on a change in legislation or a decision of an authority, the service provider has the right to implement the change from the date on which the change or

decision has entered into or will take effect

If the change is based on a threat to information security and its prevention, the service provider has the right to implement the change from the day when the threat has come to the service provider's attention.

For a period of one (1) month after receiving notice of the change, the customer has the right to cancel the contract immediately for the service to which the change applies, up to a maximum of three (3) months after the change takes effect.

The customer has no right of cancellation due to the change if it is a minor change of payment, contract term or content of the service, and the change is not detriment of the customer. In addition, the customer has no right of the above-mentioned cancellation in the case of a change in legislation or a decision of an authority.

9. Processing of personal data

The customer agrees that the service provider will process the customer's personal information as described in the Privacy Statement (link attached) and to enforce this contract.

10. Entry into force of the contract

These terms and conditions will apply from 1 November 2021. The terms are valid until further notice.

11. Settlement of disputes

If a dispute concerning the interpretation, application or validity of this agreement cannot be settled amicably, the District Court of Helsinki (Finland) has sole jurisdiction.

Annexes: Privacy statement
<https://suncomet.fi/tietosuoja/>