

General Terms, LoopiaVPS

§ 1 General

1.1 These terms & conditions regulate the relationship between the Subscriber and Loopia AB, corporate ID number 556633-9304 (hereinafter referred to as Loopia), with regard to the VPS subscription (hereinafter referred to as the Subscription).

§ 2 The Subscription

2.1 The contents of the Subscription are specified in a separate order confirmation / invoice.

2.2 Loopia provides free support for the Subscription during the subscription period via telephone, email and information on Loopia's website.

§ 3 Agreement Period for the Subscription

3.1 The order is binding. An Agreement is deemed to have been entered into when a confirmation is issued by Loopia.

3.2 A Subscriber who shall be deemed to be a Consumer according to the Swedish Distance and Doorstep Sales Act (2005:59), has the right to withdraw from the Agreement if it has been entered into at a distance, for example via Internet, by notifying Loopia of such withdrawal within 14 days, or within 7 working days of the day on which the Subscriber receives the order confirmation (the "Withdrawal Period"). However, this right of withdrawal no longer applies if the Subscriber has started to use the Subscription during the withdrawal period.

3.3 The Subscription runs according to the period that the Subscriber has chosen in conjunction with the order, starting on the date on which a confirmation has been issued by Loopia.

3.4 The Subscription ceases to apply upon termination. Notification of termination shall have been received by Loopia no later than the same day on which the current subscription period expires. If notification of termination has not been received by Loopia within this time, the Subscription continues to run in accordance with the length of the preceding subscription period. Termination can be carried out via Loopia Customer zone. Termination can also be carried out via fax, email or letter by using, for example, the form

that is available for download from Loopia's website. The customer number and domain name should always be stated when terminating the Subscription.

3.5 If the Subscriber wishes to change the subscription period, a request for the change shall have been received by Loopia no later than the same day on which the current subscription period expires. Any existing and outstanding invoices shall also be paid. A change to the subscription period comes into effect when Loopia has sent out an invoice with confirmation that the change to the subscription period has been effected.

3.6 Each party has the right to immediately terminate the Agreement in writing via letter, fax or email if the other party commits a material breach of contract and, to the extent that rectification of the breach is possible, does not rectify the breach within 14 days after receipt of a written request to do so via letter, fax or email with reference to this provision. The same applies if a party is placed into bankruptcy or liquidation, is the object of composition proceedings or is otherwise obviously insolvent.

§ 4 Fees for the Subscription

4.1 Fees for the Subscription are payable in the form of payment in advance against invoice via Bankgiro or credit card according to the period that the Subscriber has chosen in conjunction with the order. Payment shall be made no later than 30 days after invoice date.

4.2 Loopia will send out at least one invoice for renewal of the Subscription prior to the start of a new agreement period.

4.3 Loopia has the right to suspend the Subscription if the Subscriber fails to pay on time or has not made payment in full, provided that at least one written reminder or warning has been sent to the Subscriber, either via letter, fax or email. When a Subscription has been suspended, Loopia has the right to provide information about such suspension via the Subscriber's website or email. The Subscriber will be charged a start-up fee upon reactivation of the Subscription.

4.4 Penalty interest will be charged, in accordance with the Swedish Interest Act, from

the due date until full payment has been made.

4.5 The Subscriber shall inform Loopia as soon as possible if the Subscriber deems an invoice to be incorrect. If the Subscriber has registered an objection to an invoice in time and has provided reasonable grounds to question the amount invoiced, Loopia shall grant respite from the liability to pay the invoice until the dispute regarding the invoice amount has been resolved. If such respite is granted, penalty interest will be charged on that part of the disputed amount that the Subscriber is liable to pay.

4.5 Changes to fees can only come into effect in conjunction with a new Subscription period. In order for an increase in fees to be valid, the Subscriber must have received a written notification of the increase at least 30 days in advance via letter, fax or email, or through information on Loopia's websites. A reduction in fees does not need to be advised in advance.

4.6 Temporary campaign prices do not affect ongoing subscription prices.

4.7 Fees for domain names are not refundable.

4.8 In the event of termination by the Subscriber or termination by Loopia on account of a breach of these terms & conditions, already paid fees for the current or upcoming period will not be refunded.

§ 5 Transfer of the Subscription

5.1 The Subscriber may transfer the Subscription if permission to do so has been granted by Loopia. A transfer shall be carried out in accordance with the rules that apply at the time of the transfer. Information about transfers can be retrieved from Loopia's website, www.loopia.se. A transfer comes into effect on the date on which Loopia notifies the Subscriber that it grants the Subscriber permission to carry out the transfer. The outgoing party is not liable to pay any liabilities or commitments that arise after the transfer has been executed. The incoming party is not liable to pay any liabilities or commitments that have arisen before the transfer has been executed. The outgoing party is obligated to pay any existing and outstanding debts to Loopia before the incoming party can take over the Subscription.

5.2 Loopia may transfer the Subscription to another company that can reasonably be expected to observe the rights and obligations that Loopia has in relation to the Subscriber.

§ 6 Loopia's responsibilities

6.1 Loopia has the right to take measures that affect the availability of the service covered by the Subscription if this is warranted for technical, maintenance, operational or security reasons, or on account of law, statutory regulation or a decision made by the authorised registration authority for relevant top-level domains or by an authorised person appointed by such a registration authority.

6.2 Loopia is responsible for faults in the Subscription that mean that the Subscription does not fulfil the agreed specification. The term "faults" in this context does not include insignificant discrepancies or restrictions on availability that Loopia has the right to impose in accordance with these General Terms & Conditions.

6.3 If, as a result of a fault that has been caused by Loopia, the Subscriber has not been able to use the Subscription, the Subscriber has the right to a fee reduction according to a separate SLA. A request for a fee reduction must be provided in writing no later than 30 days after the fault in question has been corrected.

6.4 Loopia is only responsible for losses or damages that are caused by negligence on the part of Loopia or a supplier engaged by Loopia. Provided the loss or damage has not been caused by intent or gross negligence on the part of Loopia, Loopia's liability for damages shall be limited to direct losses totalling an amount specified in a separate SLA. Loopia is not responsible for indirect loss or damage such as the loss of information. Furthermore, Loopia is not responsible for the corruption of information due to a third party's unauthorised intrusion into Loopia's computer resources.

6.5 The limitation of liability set out in the second sentence of item 6.4 above does not apply in relation to a Subscriber who shall be deemed to be a Consumer according to the Swedish Distance and Doorstep Sales Act (2005:59).

6.6 Loopia shall not delete the Subscriber's information as long as the Subscription is active, unless the Subscriber requests in writing for Loopia to do so and has provided proof of

identity. Loopia does, however, reserve the right to transfer information to other data media for technical system reasons.

6.7 Loopia treats all customer information as confidential and in accordance with the Swedish Personal Data Act (PUL), in order to safeguard the Subscriber's integrity. Loopia does, however, have the right to publish information according to the top-level registrar's "whois" policy and to provide information to authorities whose request for such information is supported by law.

6.8 In order to be valid, a claim for damages shall be presented within a reasonable period of time after the time at which the Subscriber has become aware of, or should have become aware of, the grounds for the claim.

§ 7 The Subscriber's responsibilities

7.1 The Subscriber has a responsibility to Loopia to ensure that information that is handled within the Subscription does not intrude on the rights of a third party or in any other way represent a breach of applicable legislation.

7.2 When information can be published by external users on websites that are covered by the Subscription, it is the Subscriber's responsibility to conduct sufficient supervision of such information as is necessary to prevent the continued spread of the information according to the requirements that are stipulated in applicable legislation.

7.3 The Subscriber is responsible for ensuring that information of a pornographic nature does not appear on websites that are covered by the Subscription. Furthermore, domain names that are covered and administered by the Subscription may not point to, forward the user to or similarly be directed to pornographic material.

7.4 The Subscriber undertakes not to utilise resources or seek unauthorised access to Loopia's systems when such resources and systems are not intended for use by the Subscriber. Furthermore, the Subscriber undertakes not to in any other way act in violation of applicable legislation during its use of the Subscription. Furthermore, the Subscriber undertakes not to spread computer viruses or any other form of malicious software.

7.5 Loopia has the right to suspend the

Subscription and/or terminate the Agreement with immediate effect, and to make a claim for damages, if it can be reasonably assumed that the continued spread of information represents a violation of applicable law or other statutory regulation, or if the information is otherwise clearly in breach of the terms & conditions in this Agreement. The same applies if Loopia suffers operational disturbances that can reasonably be assumed to depend on faults or technical disruptions attributable to the Subscriber. Loopia has right of access to all information that is handled in the Subscription in order to be able to fulfil its rights and obligations according to this Agreement.

7.6 The Subscriber may not transfer or sell all or parts of the Subscription to a third party without written permission from Loopia.

7.7 The Subscriber is responsible for ensuring that the domains that are added to and administered under the Subscription belong to the Subscriber.

7.8 The Subscriber shall always have correct and up-to-date information registered with Loopia that can enable identification of the Subscriber, including necessary contact information.

§ 8 Administration

8.1 It shall be clearly apparent from the websites which natural or legal person is responsible for the publication of the sites.

8.2 The Subscriber may delegate the operation of web design, updates etc. to another natural or legal person. This does not, however, limit the Subscriber's responsibilities according to this Agreement.

§ 9 Domain names

9.1 Domain names are registered in the Subscriber's name and are owned by the Subscriber. Loopia reserves the right to be designated as the administrative, technical and/or invoicing contact for domain names to the extent that Loopia deems to be necessary.

9.2 Loopia will send out at least one invoice for the renewal of a domain name prior to a new agreement period, provided the domain name in question is such that can be renewed by Loopia. Loopia is not responsible for domain names that are not renewed due to the fact that the Subscriber has not paid the renewal invoice prior to due date or has not made payment in full. If the domain name is such that cannot

be renewed by Loopia, the Subscriber is responsible for the renewal of the domain name.

§ 10 Force majeure

10.1 If a party is prevented from fulfilling its obligations according to this Agreement on account of circumstances over which the party has no control, such as a lightning strike, flood, burglary, labour conflict, fire, embargo, statutory regulations or fault or delay in a service provided by a supplier on account of a circumstance similar to those named above, this shall represent grounds for relief that entail a postponement of the point in time by which the party must fulfil its obligations. If the performance of this Agreement has been significantly hindered for longer than a month on account of circumstances such as those named above, each party has the right, without giving rise to any liability for compensation, to withdraw in writing from this Agreement.

§ 11 Disputes

11.1 Disputes regarding the interpretation or application of this Agreement shall be resolved by a Swedish court in accordance with Swedish law.

§ 12 Changes to this Agreement

12.1 Loopia has the right to make changes to these General Terms & Conditions, such changes to come into effect 30 days after the new General Terms & Conditions have been made public and notified to the Subscriber. Such changes may be made if it is necessary on account of technical reasons beyond Loopia's control, or on account of legislation or other statutory decision. The Subscriber always has the right to give notice of cancellation of this Agreement when such changes to the terms & conditions come into effect.

WWW20140219