

## TERMS AND CONDITIONS

### beebyte AB

#### Services - Domain name, Shared mail and Shared hosting packages

Supplier:	beebyte AB, Org nr: 559052-8062, hereinafter referred to as the "Supplier"
Customer:	The party representing either a company or profession or a private person, to whom the Supplier has submitted an offer or alternatively chosen to activate it via electronic portal or to the person included by the Supplier in the agreement, or on behalf of the person on whom the legal act is based on which the Service will be delivered or performed in a accordance with.
Service:	Shared hosting, Shared mail and Domain name
Signing:	Done by customer through acceptance of these terms of service in the Supplier's Customer Portal

### 1. General

This Agreement hereby sets out the terms of service of services provided such as domain names, Web Hosts and Shared Mail and covers all other service options specified for the duration of the Agreement. These are referred to below as the "Service".

By "Terms of Service" this agreement and the general terms and conditions set out at <https://www.beebyte.io/document/> is meant, including the electronic order form, which the customer fills in to access the Supplier's services. Terms of service consist of the entire agreement between the Supplier and the Customer and supersede all previous agreements in both oral and written form, any agreements made between the two parties. In order for any addition to be considered valid, they must be specified in writing and attached to the agreement and must also include signatures from the two authorized representatives of both companies.

In the event of a conflict between the General Terms and Conditions and this product-related agreement, this service-related agreement applies. In the event of any conflict or discrepancy between the Swedish version of these terms and conditions and the English translation, the Swedish version shall prevail.

The service is a renewable subscription with an ongoing contract period of 1 month.

Contracting Parties commits to automatically renew the contract period when the first contract period has expired unless termination has been made in accordance with the applicable Terms of Service.

### 2. The Services

The vendor executes the domain application / web order based on information provided by the Customer. The customer is solely responsible for the accuracy of the information provided. If incorrect information is provided, be it name, contact person, company address, postal address or e-mail etc., the Supplier may, at its sole discretion, cancel the order.

#### 2.1. Domain name

##### 2.1.1. UDRP

The supplier is an agent and reseller for various registrars and domain name sellers. Customer's use of a domain name, after registration, may be challenged by a third party. If this occurs, the "Uniform Domain Name Dispute Resolution Policy" (the "UDRP") or applicable terms for the respective top domain shall apply to all registrations and renewals. One such example is ICANN's UDRP (<http://www.icann.org/udrp/udrp.htm>).

**2.1.2.** Customer has no legal right to a domain name until:

- a) The registration administrator has accepted your application and submitted a domain name registration, and
- b) The entire registration fee has been paid and input into the Supplier's account. Until the above requirements have been met, the domain will be the Supplier's property.

**2.1.3.** In the event of default of payment, the Supplier may at any time, without notifying the Customer, and at its sole discretion:

- a) Remove the domain.
- b) Transfer the domain to a third party.
- c) Administer the domain as if the Supplier itself initially ordered and registered the domain for its own account.

**2.1.4.** The supplier commits to carry out the application procedure for the domain name in an appropriate manner. The domain service includes the application, registration and administration of the domain name for use of services over the Internet. The approved domain name is administered in the Provider's name servers.

**2.1.5.** It is entirely at the Customer's risk and responsibility that the application always complies with the name policy of the relevant top-level domain registrar. It is entirely the Customer's risk and responsibility to ensure that the registration or use of the domain does not infringe on the intellectual property or the ownership of others.

**2.1.6.** It is the Customer's duty to investigate whether the domain is actually registered, even after the application has been submitted, and in any case before it incurs charges for services or products that can be directly referred to, or are expected to be associated with the domain name.

The Supplier cannot be held liable for any loss, claims or damages that could otherwise be avoided or reduced, if this obligation was respected.

**2.1.7.** By submitting your application for domain name registration to the Supplier, you consent to the collection of information and the information procedure in eg. connection with the public query-based Whois database. Name of Customer, postal address, email address, fax number, telephone number, etc., to yourself, the Technical contact person and the Administrative contact person.

## **2.2. Shared hosting**

**2.2.1.** The supplier must ensure a careful, reliable management of the server according to a high level of security. Among other things, this means backup and restricted access routines for all users using the server. The Supplier is responsible for error correction in the systems unless the errors occur as a result of incorrect use by the Customer or the User, external viruses, modification or integration of software not performed by the Supplier, repairs performed without the Supplier's consent or use of equipment for purposes other than those for which they were originally intended.

**2.2.2.** In cases where the Customer has installed software that causes errors or problems on the server, which prevents other users from using the Service, the Supplier reserves the right to shut down the Customer's Service or prove to the Customer via e-mail that he or she must stop using the software concerned. The supplier is also not responsible for any security holes in third-party software.

**2.2.3.** The Customer is solely responsible for publishing and updating information on its own allocated storage space on the Supplier's server. All information or material uploaded to the Customer's allocated storage space on the Supplier's server shall be deemed to be within the Customer's area of responsibility. The Customer retains ownership and intellectual property rights to the material that the Customer or the User publishes on the Customer's allocated storage space on the Supplier's server.

**2.2.4.** The Supplier cannot, without the written consent of the Customer, use the Customer's content when installing new services. All content published on, or referred to, the Customer's allocated storage space on the Supplier's server shall comply with Swedish law, the laws of the country, countries where the Customer is

permanently established or domiciled, and the laws of the countries for which the content is directed or intended.

**2.2.5.** The customer and users are responsible for all content published on the server and to ensure that no content violates Swedish and international law, intellectual property rights and other proprietary rights. If this happens after all, the Supplier has the right to take measures without prior notice, such as closure of service and police report.

**2.2.6.** The Supplier has an ethical company profile and does not allow content or references to content, which include:

- Promotes hatred, racist or otherwise, describes or depicts cruel or brutal acts of violence in a way that makes the information appear harmless or commendable.
- Displays pornographic material.
- Violates human dignity.
- Glorifies war.
- Describes or depicts war, harassment or sexual exploitation of children.
- Describes or displays sexual acts between humans and animals.
- Is prone to expose children and young people to immoral or harmful effects.

**2.2.7.** The customer and users are responsible for procuring any and all grants or permits from appropriate governing authorities.

**2.2.8.** The Customer and users are solely responsible for any content published on the server, and for ensuring that the intellectual property and other proprietary rights are not infringed by the content.

**2.2.9.** The Customer agrees to indemnify and declare the Supplier free from liability and, with his own funds, defend the Supplier from all or any claims for breach of this clause.

The Customer is obliged to obtain the licenses or permits from the public authorities that are required due to the content uploaded by the Customer or the Customer's Internet business.

**2.2.10.** The Customer is responsible for backing up the files published on the Customer's allocated storage space on the Supplier's server and storing the copied files in a safe place. In any event, the Supplier is not liable for damages based on losses that could have been avoided if the Customer regularly made and kept back-up.

**2.2.11.** Where Shared hosting services contain an unlimited or fixed amount of web space, only space for files presented under the domain is meant. This means that the Customer is not allowed to use the space for backup, Storage or other use that is not related to public presentation of information against the Internet.

The Customer's use of the service is also covered by a so-called "Fair Usage" -policy. This can be found at <https://www.beebyte.se/dokument/> and is accepted in connection with starting a service.

### **2.3.9. Third Party Relationships**

The customer decides who should have access to the information he and / or his company published on the leased server. Third-party relationships involving the Customer only apply between.

## **3. Customer support**

### **3.1. Customer support**

For customer support or in the event of server failure, the Customer should contact the Supplier at the following e-mail address:

E-mail: [support@beebyte.se](mailto:support@beebyte.se)

The customer has the right to contact the supplier at the above address. Contact language is English and support hours are Swedish weekdays between 08:00 and 17:00.

## **4. Upgrade / Additional services added after signing the contract.**

Modifications and additions to the Agreement shall be made in writing and must be signed by both parties to the Agreement electronically through the assigned control panel.

#### **4.1 Automatic Web Services Updates**

The supplier offers automatic updates via its portal. However, these updates are designed in such a way that the Supplier cannot, in any way, be held responsible or liable for consequences for the delivery of the Service.

#### **5. Payment**

All prices are listed not including VAT.

Payment of the subscription amount specified in the contract shall be made monthly in arrears depending on the service and in accordance with the details found on each new invoice received by the Customer. The invoices must be paid within 30 days from the specified invoice date.

On occasions when the customer consumes resources such as bandwidth, web space, email space, etc. above the levels included in the subscription, the Supplier will invoice the customer for the excess consumption.

#### **6.1. Price changes**

The supplier reserves the right to introduce price changes during the service period, provided that 3 months prior notice has been given to the Customer and is based on the first calendar day of the following month when notice was issued.

Extra costs incurred by the Supplier through its suppliers (eg domain name fees) related to the contract shall form the basis for direct price changes.

In the event of changes in the tax rules and fees being implemented by the authorities, or if there is a major change in the procedures in the general sector, which affect the completion of the agreement, the Customer shall bear the increased costs.

#### **7. Intellectual property - the right to software and confidentiality**

None of the parties to the agreement is presumed to transfer any intellectual property, which either party owned before entering into this agreement. All software that the Customer accesses through the Service is protected by Swedish and international copyright law. The Customer is therefore not allowed to copy or distribute the software to which the Customer gains access to through the Service. The Customer further undertakes not to modify, develop or otherwise make modifications to these software.

The employees of both the Supplier and the Customer, as well as anyone who provides services related to the contract, commits to maintain confidentiality of all terms and conditions from which they receive information from another party or from a third party where the information is of such a nature that it appears to be confidential or where it is demonstrated by the other party.

A breach of this confidentiality shall be regarded as a breach of the agreement. If any of the parties to the agreement enters into an agreement with a third party that requires confidential information in its communications, that party must obtain a written guarantee that the third party will take into account the confidentiality of that information to the extent that the information is provided to that third party. The written guarantee must be approved by both the Supplier and the Customer.

The terms of the first section shall not prevent the Supplier or the Customer from providing information required by law or in accordance with legislation established by the established stock market, and in cases where a claim is obtained from the governing authorities or court. The other party to the agreement shall be notified before dissemination of all such information, if possible. The terms of the first paragraph shall not prevent benefits to any party obtained through experience or expertise gained in connection with the implementation of the Agreement.

#### **8. Limitation of Liability**

##### **8.1. Limitation of Liability**

The Supplier shall not be held liable if a third party monitors TCP / IP traffic to / from the server, or that any third party attempts to gain or gains access to the Client's space on the server. None of the parties to the agreement is liable for damages to any other party, unless the party has intentionally committed a criminal offense or committed gross negligence.

No party is in any case entitled to compensation for indirect loss or damage, which may occur. The term "indirect loss or damage" includes, but is not limited to, loss of / damage to software and all types of content, etc. on server, lost reputation, loss of profit, downtime, loss due to deprivation including claims from third parties.

The customer may not under any circumstances claim compensation, which exceeds a contract period, month or quarter. The total value of a contract period in this context is presumed to represent the sum of a rental fee, paid monthly, until the Customer's service expires as a result of termination, cancellation or due to interruption for any other reason.

## **8.2. Indemnification**

The Customer agrees to indemnify the Supplier for any claims that a third party may impose on the Supplier due to the Customer's use of the Service. In all such situations, the Customer shall have both the right and the obligation to address the claim directly or together with the Supplier, in order to protect the Customer's interests as the claim was addressed directly at the Customer. In the event that such a claim is addressed to the Supplier, the Customer agrees to cover all related expenses incurred by the Supplier, including direct financial losses, expenses related to legal aid hired to be able to make such claims in an appropriate manner, together with all expenses and costs incurred as a result of a third party's claim.

## **8.3. Breach of contract**

The Customer can immediately refuse to acknowledge the agreement in the event that the Supplier is guilty of breach of contract.

## **8.4. Standard Rules for Customer Payment**

When a payment is received in a correct manner for services rendered, the Supplier shall issue a receipt in accordance with applicable law. In every event of non-payment, the Supplier will impose a reminder fee of SEK 45. In addition, the Customer will be charged with interest, which is calculated from the due date until the date the payment has been received by the Supplier.

The interest rate is fixed according to the law on overdue payments. If the Customer has not fully paid the required sum within 30 days of the expiration date, as specified in the payment reminder, the Customer will be deemed to have been in breach of the agreement.

## **8.5. Cancellation**

The Customer can immediately cancel the contract in the event that the Supplier is guilty of breach of contract. The Supplier may terminate this Agreement with immediate effect and / or de-register any domain name as well as terminate access to the Supplier's

Services if:

- a. The Customer acted in violation of these Service-related terms and conditions and other relevant applicable rules or otherwise manifestly abused the Service. In the event of other abuse, the Supplier may terminate the Agreement with immediate effect if the Customer does not immediately make corrections upon request.
- b. The customer goes bankrupt, initiates debt settlement negotiations or otherwise does not seem to be able to pay off his debts as they fall due.

To the extent that termination occurs during the applicable contract period, the Customer is not exempt from payment obligation during the suspension period.

### **8.5.1. Scope of cancellation**

Upon cancellation, all rights and obligations of both parties in accordance with the agreement will cease and the Customer's access and use of the Service will be terminated.

Prior to the cancellation, the Customer shall be provided with a written notice of the imminent cancellation, as well as an opportunity to express his or her opinion in connection with the aforementioned circumstances. Written message can be a message via email. When a situation arises where the Supplier risks being penalized or incurs possible liability, or if the security of the network is deemed to be in danger unless the Service is shut down immediately, the Supplier has the right to shut down the Service without giving prior

notice. However, the supplier shall notify the Customer of the closure without undue delay. In any case, the message must contain information about the shutdown and a deadline for resolving the problem and the situation.

In cases where the cancellation of the agreement is the Customer's fault, the Supplier cannot be held liable for any obligations to a third party, which the Supplier has presumed as the Customer, at the time when the agreement is no longer binding.

## **9. Change of service**

The supplier may introduce minor changes to the service when a message is given to the Customer at least one month in advance, calculated from the first day of the next month.

## **10. The duration of the Agreement**

### **10.1. Domain names, e-mail and shared hosting**

The domain name and web hosting agreement shall be valid for a period of 1 month or longer, specified on the order placed by the customer, calculated from the date of installation. The agreement shall automatically be renewed with a new contract period unless the Supplier receives a written cancellation notice from the customer, at least 1 day before the current period expires. The Customer is still obliged to pay in full for the current service period regardless of whether various services are canceled except in cases where the Supplier is liable in accordance with Section 7.5.

The supplier can cancel this agreement with a notice 30 days in advance.

## **11. Force Majeure**

If the execution of the agreement is wholly or partially impeded, or has been aggravated to a considerable degree due to circumstances beyond the control of the parties, the obligations of the parties are suspended to the extent permitted by the circumstances and as long as the circumstances prevail. Such circumstances include, but are not limited to, strikes, lockouts, telecommunications problems and other circumstances which may be classified as Force Majeure.

Both parties can be released from the agreement through a written notice 3 (three) months in advance, calculated from the date the message was sent, in cases where the circumstances covered by Force Majeure make it extremely difficult for the parties to maintain the agreement.

## **12. Transfer**

The Customer cannot transfer its rights or obligations in this agreement to a third party without the written consent of the Supplier. The Supplier has the right to transfer its rights and obligations in accordance with the agreement to another company.

## **13. Dispute**

The rights and obligations of both parties in accordance with the agreement shall be explained and translated in accordance with Swedish law.

If a dispute arises between the parties regarding the interpretation or legal sanctions in the agreement, an attempt shall first be made to resolve the dispute through negotiation. If such negotiations do not reach a settlement within 30 days of the request for the negotiation being made, both parties shall agree that the dispute will finally be settled by arbitration in Stockholm. Each party shall appoint an arbitrator, and the appointed arbitrators shall appoint the third member of the arbitral tribunal; the chairman of the arbitration, who is a legal practitioner.

The arbitration panel's decision shall be final. The parties may agree in writing to another dispute resolution procedure, including having the proceedings submitted to a court.