

TERMS AND CONDITIONS FOR BAHNHOF'S VIRTUAL PRIVATE SERVER (VPS)

Our customer's privacy is important to us. Bahnhof AB is data controller of the customer's personal information under the agreement. For information about how we handle your personal information, please refer to our Privacy Policy located at bahnhof.net

1. General provisions

These terms and conditions serve as an appendix to a confirmed order of service at bahnhof.net, hereinafter referred to as "the Agreement", between the Customer and Bahnhof. The terms and conditions contain general provisions concerning the service or the services, hereinafter referred to as "the Service", which Bahnhof provides in accordance with the Agreement.

2. Access and location

The Customer is obligated to provide Bahnhof with access to Bahnhof's platform in the possession of the Customer during normal working hours upon request from Bahnhof. In the event that the Customer in spite of such a request does not provide Bahnhof with the necessary access, Bahnhof is entitled to shut down the Service and terminate the Agreement. Data on virtual servers may be mirrored, i.e. copied by Bahnhof, for safety reasons, which puts the Customer's data in more than one facility at the same time. The Service is provided by Bahnhof in accordance with the service level stipulated in the Agreement without being limited to a specific physical location in a facility.

3. Changes to the service

Bahnhof is entitled to fully or partially to change the Service's scope and content due to changed circumstances outside of Bahnhof's control. If reasonably possible, Bahnhof shall inform the Customer of the change at least one month before the effective date of the change. This information is conveyed by email to the email address provided by the Customer and by an announcement on Bahnhof's website www.bahnhof.net. In the event that Bahnhof's change to the Service results in a change in the Service's function that constitutes a material disadvantage for the Customer, the Customer is entitled to terminate the Agreement provided that the termination of the customer is announced to Bahnhof no later than one day before the effective date of the change. During termination on request the Customer is able to choose to terminate the service in the end of billing period to use the rest of the service period or terminate the service immediately without any refund. Notice of termination by the Customer in such cases must be made in the service portal on bahnhof.net or in writing to our Customer service. In the event that the Customer has not terminated the Agreement within the period of time prescribed above, the Customer shall be deemed to have accepted the change.

4. Unauthorized access, improper use of the Service etc.

The Customer is obligated to comply with the rules Bahnhof stipulates with respect to security and confidentiality. The Customer may not seek unauthorized access to systems or files containing surveillance information or other information not intended for the Customer. The Customer may not review such information or forward it to third parties. The Customer is not entitled to penetrate computer resources protected by electronic locks or, by manipulating the address structure, or in any other way seek an unauthorized connection to connected Internet resources or use, destroy or distort information in Bahnhof's data networks or connected networks without authorization. The Customer shall inform Bahnhof's Technology Department immediately if the Customer detects or suspects unauthorized access to data in the Customer's or Bahnhof's systems.

5. Improper use

The Customer is obligated to ensure that the Service is not subject to improper use. Improper use of the Service is defined as:

- If the Customer breaches the contract
- Use in breach of Swedish law

- Dissemination of information that reasonably can be considered illegal or that is intended for committing illegal acts, as well as encouraging or enabling others to commit illegal acts
- Unsolicited mass mailings (so-called spamming) which causes interference in the Bahnhof network or in the Service. Customer also does not have permission to use the Bahnhof AB name, trademark, or other signature without the prior written consent of Bahnhof AB.
- Deliberate participation in activity that causes service interruption, so-called "distributed denial of service" (for example, synchronized attacks of number sequences), for a Customer of Bahnhof or a third party regardless of whether he or she is connected to Bahnhof's network or other Operator's network.
- irresponsible dissemination of collections or compilations of personal data
- other actions that create a substantial inconvenience for Bahnhof, Bahnhof's systems or Bahnhof's other Customers.

6. Consequences

Bahnhof is entitled to fully or partially shut down the Service in the event that the Customer does not meet his/her obligations under Point 6 above. Should the Customer fail to immediately provide a remedy in spite of being warned, Bahnhof is entitled to terminate the agreement without notice. In the event of such termination, Bahnhof is also entitled to charge a fee for the remainder of the Agreement's term. The Customer shall also indemnify Bahnhof for all other damage, including costs resulting from third-party claims asserted against Bahnhof on account of the Customer's breach of Point 6.

7. Transfer and reassignment

The Customer is not entitled to transfer the Agreement or assign the right to use the Service to a third party without the written consent of Bahnhof. Bahnhof is entitled to transfer its rights and obligations under this Agreement in the event of a merger, the restructuring of the Bahnhof Group or the sale of its business.

8. Fees

The Customer has the ability to pay in advance during initial order and during renewals, but for service prolongation Bahnhof generate invoice 1 day before due date of the Customers service. Bahnhof has the right to suspend the Customers service if invoice is not paid within 6 days, The suspended service is terminated 60 days after its due date.

The fee for the Service is payable in accordance with the Agreement. In addition to the fee, the Customer shall pay VAT and any other government charges during the contact term. Bahnhof is entitled to change the fee in the event of increased electricity consumption for the Service, or change the fee from Swedish or foreign subcontractors, which, in particular but not exclusively, can be attributed to power companies (electricity), changes in exchange rates or taxes or other similar circumstances, including indexed annual increases in costs. In the event that the fee is increased during an ongoing Agreement term for the stipulated Service and the increase causes the fee to increase by more than 10 percent per month in comparison to the fee applicable at the time the Agreement was entered into, the Customer is entitled to terminate the Agreement with one day period of notice. During termination on request the Customer is able to choose to terminate the service in the end of billing period to use the rest of the service period or terminate the service immediately without any refund. Variable expenses (which can be attributed to the Service's consumption of electricity) are excluded and do not entitle the Customer to terminate the Agreement during the Agreement's term. Variable expenses are charged retroactively. In the event that the Customer has not terminated the Agreement no later than one month after the effective date of the fee increase, the Customer shall be deemed to have accepted the new fee. Bahnhof shall announce changes that result in an increase in fixed monthly fees or variable fees.

Announcements of changed fees will be made via email to the email address provided by the Customer.

9. Late payment

In the event of late payment, Bahnhof is entitled to charge the Customer a late payment fee and charge for debt recovery costs according to the law. Bahnhof is also entitled to charge interest on arrears of two percent per month on unpaid overdue amounts. In the event that the Customer fully or partially defaults on payment for more than 10 days after Bahnhof has sent the Customer a reminder, Bahnhof is entitled to shut down the Service effective immediately and terminate the Agreement without notice. In the event of such termination, Bahnhof is also entitled to charge a fee for the remainder of the Agreement's term. Bahnhof has a lien on the Customer's services in Bahnhof's possession. Therefore, Bahnhof is not obligated to return the access during or after the term of the Agreement without satisfactory collateral until the Customer has settled unpaid overdue invoices.

10. Service interruptions and errors

The following is applicable with respect to Bahnhof's responsibility for service interruptions and errors involving the Service. In the event of a service interruption or error to which Bahnhof is responsible for and that can be remedied remotely, Bahnhof shall remedy the interruption or error as soon as reasonably can. This help does not include any interruption or errors attributed to Customer or subcontractor liability. If technicians need to go out to fix the error, help is covered during regular working hours (weekdays at 8-17 UTC/GMT +1h). For help outside regular working hours, Bahnhof's at any time in force consultancy tariff applies. In the event that the Customer was unable to use the Service to a significant extent as a result of a service interruption or error caused by Bahnhof, the Customer is entitled to a reasonable reduction in the fee for the Service to the extent of the effect of the service interruption or error. This entitlement to a reduction only applies for the period from the time the Customer filed an error report to the time the service interruption or error was remedied. The reduction as above is not granted to the extent that the interruption or impediment can be attributed to the Customer or a circumstance the Customer is responsible for. In such cases, Bahnhof reserves the right to charge compensation for remedy costs in accordance with Bahnhof's currently applicable rate. Interruptions that occur during periods of planned maintenance are not included within the meaning of a service interruption as referred to above or interruptions that occur on circumstances in point 13.

11. Service and maintenance

Bahnhof provides email support via Bahnhof's Support Department during office hours www.bahnhof.net

12. Force majeure and other exempting circumstances

Bahnhof shall be exempted from a reduction in the fee and other consequences to the extent that performance of a certain obligation is prevented or made substantially difficult by a circumstance that Bahnhof could not reasonably control or foresee. Exempting circumstances are defined as labor conflicts, lightning, fire, government directives or other official regulations, a general shortage of transportation, goods, energy, as well as defects in or delay of performance from subcontractors as a result of such a circumstance or another similar circumstance. Other exempting circumstances shall include dug-up data or communications cables, major breakdowns of suppliers who supply the general telecommunications network, city fiber networks, as well as national and international access points that link Internet operators.

13. Limitation of liability

Bahnhof cannot be held responsible for defects in equipment to a greater extent than Bahnhof itself may claim against the manufacturer of the equipment.

Any liability for damages on the part of Bahnhof shall not include indirect losses, consequential damage (including loss of production, loss of revenue, loss of data and damage to third-party property) or damage that could not reasonably have been foreseen by Bahnhof.

The Customer is responsible for the Customer having sufficient protection from unauthorized data access to the Customer's Equipment and the Customer's systems. Bahnhof does not assume any liability for the Customer's additional costs, losses and damage incurred by the Customer as a result of unauthorized third parties gaining access to, distorting, exploiting or destroying information via intrusion into the Customer's systems. The Customer is responsible for the risk associated with applications on the server and information processed or stored on the server. Bahnhof has no liability for costs incurred by the Customer as a result of computer viruses. Bahnhof's liability for damages to the Customer is limited under all circumstances to a total of 1,000 EUR max per 12-month period during the term of the Agreement.

14. Changes to terms and conditions

These terms and conditions are applicable until further notice. Changes to the terms and conditions, in addition to what is stipulated in Point 4 above, shall be announced no later than one month in advance by an announcement on Bahnhof's website www.bahnhof.net.

In the event that a change as mentioned above constitutes a material disadvantage for the Customer, the Customer is entitled to terminate the Agreement provided that the termination of the customer is announced to Bahnhof no later than one day before the effective date of the change. Notice of termination by the Customer in such cases must be made in the service portal on bahnhof.net or in writing to our Customer service. In the event that the Customer has not terminated the Agreement within the period of time prescribed above, the Customer shall be deemed to have accepted the change. During termination on request the Customer is able to choose to terminate the service in the end of billing period to use the rest of the service period or terminate the service immediately without any refund.

15. Agreement term

The Customer is responsible for the person who enters an agreement with Bahnhof AB to represent the Customer and enter into an agreement with Bahnhof AB. The term of the order confirmation is sent from Bahnhof by email. The term begins on the date of delivery of the Service (the effective date of the Service). The date of delivery is specified in the order confirmation sent from Bahnhof by email.

16. End of Agreement

In the event that the Agreement is no longer in force, all rights of the Customer to subsequently use the Service will expire automatically. If costs are not invoiced for time before termination, Bahnhof owns the right to final invoice the Customer for that period.

17. Contact

The Customer is responsible for ensuring that contact details of the contact person for the service contract are kept up to date and communicated to Bahnhof upon change.

18. Disputes

Disputes with respect to the interpretation or application of the Agreement, its terms and conditions and other terms and conditions of the Agreement shall be settled by a court of general jurisdiction, with Stockholm District Court as the first instance.

19. Other

The agreement with any appendices including these terms and conditions constitutes the parties' full settlement of all matters covered by the agreement. All written or verbal commitments and representations preceding the agreement are replaced by the contents of the agreement with the appendices. When infringed, Bahnhof has the right to charge according to the current price list. Bahnhof may hire a subcontractor for the performance of this agreement, but is then responsible for subcontractor work as if the work was done by Bahnhof himself.