

# Terms and Conditions

## Company information

Multim Oy  
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## 1. Scope and validity of the terms and conditions

These terms and conditions shall be applied to all products, services, and solutions (hereafter Service) supplied by Multim Oy (hereafter Service Provider) to a customer under different product names (E.g. Shellit.org, VPSfinland, Multim Oy, Virtuaalipalvelin.eu, and other potential auxiliary company names). These terms shall come into effect on June 6, 2016 and shall remain effective indefinitely, replacing all previous Shellit.org and Multim Oy terms and conditions related to the Services mentioned above.

A currently valid version of the terms and conditions shall be available to be read on the Service Provider's web site. The Service Provider may also provide the terms and conditions to the customer using other means, for example, by email.

## 2. Taking effect and transferring the contract

The contract shall come to effect when the customer orders a Service and the Service Provider has confirmed the order. Confirmation shall primarily be provided by email, but other alternative means can be used if agreed upon in advance or if the Service Provider has notified of the matter in advance.

The customer does not have the right to transfer the contract to a third party without prior written consent from the Service Provider. Terms and conditions concerning the termination of Service and rescinding the contract can be found in paragraph 3.

The Service Provider has the right to transfer the contract and/or Service to a third party and change the contents of the contract and/or Service without the customer's approval. In this case, the Customer has the right to terminate the service, effective immediately, within 2 weeks following a notification of such changes by the Service Provider if the service is changed significantly.

## 3. Length of the contract period and rescinding the contract

All contracts are valid indefinitely, until they are terminated in accordance with the instructions. The contract may be terminated at any time until the due date of the next bill, at which time the contract will be terminated automatically at the end of the paid term. Billing is performed in accordance with the billing period chosen by the customer, for example, once per year or monthly. Some services' termination periods may be of different lengths, which shall be specified in the service information.

Termination must be performed using the route indicated by the Service Provider (for example, using the control panel) by the due date of the first bill of the next billing period of the Service at the latest, unless otherwise specified in the product's terms and conditions. Due date refers to the due date of the new bill, when the bill must be paid at the latest.

The customer does however have the right to terminate the contract without adhering to the termination period if Services cannot be maintained and/or supplied as agreed. This does not apply to random outages caused by third parties, the internet, server maintenance or device failures which are fixed within a reasonable time, considering the circumstances.

The Service Provider retains the right to terminate the Service and/or suspend delivery without a termination period if the customer breaches the provisions of the contract or producing the Service cannot be continued due to an external factor (e.g. regulatory provisions or other force majeure situation). In this case, the Service Provider may refrain from reimbursing fees collected from the customer, for example, service charges for unused time.

If the Service Provider suspends the delivery of Service due to reasons attributable to the customer, the Service Provider shall have the right to charge the customer a reopening fee for the Service in accordance with the currently valid price list at the time. The Service Provider shall also have the right to suspend the delivery of all the services connected to the Customer's customer ID in a situation where suspending the Services is required due to reasons attributable to the customer. The Service Provider shall have the right to terminate the service immediately when the Customer's outstanding payments have fallen due.

In general, the price of the contract shall not change during the contract period but changes come into effect at the beginning of a new billing period. An exception to this are services which are resold by us, including various licenses, office services, and other similar services. If our service provider changes their pricing, we transfer the changes directly to our prices, including in the middle of a contract period. Price protection is only available for longer billing periods if the service has been billed in advance for a year, for example. In this case, the price cannot be changed for the paid period. For example, Microsoft generally changes their pricing for Windows Server licenses and Office365 services once every few years at most and these changes are always transferred directly to valid contracts without a separate notice. If prices are changed in the middle of the contract period more than our service provider changes their pricing, the customer shall have the right to terminate the service in the middle of the contract period.

## 4. Delivery of Service

The Service Provider shall supply the Service after the order has been paid, unless otherwise agreed. The delivery of some service-related components (e.g. domain name registration or transfer) may be delayed for reasons outside the Service Provider's control. The Service Provider shall endeavor to notify the customer of any delays where possible.

The customer specifically accepts that the delivery of Service shall begin immediately after the order has been paid for and the customer shall have no right of cancellation otherwise belonging to consumers based on the Consumer Protection Act (38/1978) Chapter 6 section 14, even if the Consumer Protection Act was otherwise applicable to the delivery of Service.

## 5. Content and production of the Service

The Service Provider may produce the Service under the contract as they see fit. The Service Provider retains the right to change the content of the Service providing prior notice thereof. Changes made as per customer's request shall be charged in accordance with the currently valid price list at the time. The Service Provider shall have the right to change the content of the Service, also without prior notice, when necessary for, for example, data security or other reasons. In this case, the Service Provider shall endeavor to give notice of the change as soon as possible afterwards.

The Service Provider shall register the customer's domain name using registration services maintained by third parties as per the selection the customer has made during ordering or written notice given to the Service Provider at a later time. The Service Provider shall only operate as the paying agent during the registration process. The domain name shall be registered using the information provided by the customer, unless otherwise agreed. The customer shall ensure that they have reviewed the terms and conditions of the domain name registers they have chosen and accepts them. Additionally, the customer is responsible for possessing the rights to the domain name in question. The Service Provider shall not be responsible for the operation of the domain name registers nor the administration of the registers or register information. During the registration of a domain name, the customer's personal information shall be added to public WHOIS registers, unless the customer has ordered a service to hide the information.

The content of Service shall be determined according to the service description and any potential appendices included with it.

The customer shall have the right to use any potential disk space associated with the Service only to store their own material for internet use (latter "site"). Reselling disk space, however, is prohibited in the web hotel, unless otherwise agreed. For example, re-renting space on a rented server or virtual server is allowed without a separate permission. This prohibition does not, however, apply to banner ads or other ad material in connection to the site. Material stored in the disk space may not offend anyone or be against Finnish Laws or good taste. The Service Provider shall retain the right to remove any material which is considered to be in breach of these terms.

The size of the disk space is limited as per the service description. If disk space usage exceeds the set limit, the Service Provider shall retain the right to prevent the use of disk space by the customer without prior notice. The Service Provider shall not be responsible for any issues or data loss caused by running out of disk space. The Service Provider is not responsible for any materials the customer has access to through the Service. The customer is responsible for maintaining data security and, for example, keeping their software up to date. For example, for problems caused by neglecting data security or using old software versions, the customer is solely responsible for all investigation, correction, and other expenses and reimbursements to the Service Provider and any potential third parties.

The Service Provider is not responsible for any files, information, software, licenses or other things added to the service by the Customer. If the customer has, for example, used a license of a commercial software incorrectly, the sole responsibility lies with the Customer and not the Service Provider. By default, the Service Provider does not have access to the Customer's service, unless otherwise agreed or when the service in question is a maintained service, such as the web hotel service. In the interest of clarity, the customer recognizes that, also in maintenance cases, sole responsibility for, for example, breaches lies with the Customer.

The customer shall be wholly responsible for any materials delivered through the Service and their site to other users, on the Service Provider's or third parties' servers. Any potential malware and investigation related to them is also the customer's responsibility.

The customer is responsible for the material not producing interference with network traffic or infringing on third parties' copyrights, breaking any laws or regulatory provisions or transgress good taste or public decency. The Service Provider retains the right to remove all materials which are in breach of the terms and conditions of the contract. The customer stores all materials in to the Service at their own risk. The customer must reimburse the Service Provider or third parties for any investigation, correction, and/or other expenses due to any potential negligence.

The customer relieves the Service Provider and its employees of responsibility for any potential consequences caused by the customer's actions and operation. The customer is obligated to consider the Service Provider and its employees faultless for any consequences potentially caused by the customer's actions and activities and to reimburse any damages and expenses (including any potential liability to third parties) caused to the Service Provider or its employees by the customer's action or negligence.

The customer is responsible for their activities in the network abiding by laws and public decency. The illegal use or attempt thereof of the Service Provider's or third parties' servers and services is prohibited. Searching for security flaws and exploiting them by the customer is strictly prohibited and shall lead to the immediate termination of the contract and potentially collecting reimbursements from the customer.

The customer is not allowed to use the Service for direct marketing by email in a way that transgresses good taste and public decency.

The customer is responsible for keeping up-to-date back-up copies of their site and emails, and any other materials stored in the Service. The Service Provider does not guarantee the safekeeping of information in the Service. The Service Provider is also not liable for failures related to back-up copies.

If the customer's amount of internet traffic or use of server resources substantially deviates from the norm or the service description specifications, the Service Provider has the right to revise the pricing of the Service to correspond to use. This is always agreed case-specifically with the customer. The Service Provider retains the right to prioritize traffic or server resources in these cases.

Distribution of large files or other activities causing significantly more load compared to normal web site use related to the Service or performed using it must always be agreed case-specifically in advance with the Service Provider. For example, using the Service as a mirror or proxy server is prohibited.

The Service Provider retains the right to prevent activities in breach of the contract by technical means without prior notice. In these cases, the Service Provider does undertake to notify the customer of the prevention as soon as possible afterwards.

The customer may not hand over their user IDs to a third party without a written, case-specific consent from the Service Provider. The customer is responsible for all actions performed using their IDs as if they were their own and is liable to reimburse any expenses caused by misuse of the IDs, such as investigation and correction expenses.

The customer is obligated to read any notifications and announcements concerning the Service and any potential changes to it provided by the Service Provider and act accordingly. Notifications and announcements may be released on the Service Provider's web site or delivered to the customer by other means, for example, using email.

## 6. Service errors and their detection, error correction and potential reimbursements

The Service is considered to be erroneous if it substantially deviates from the features specified in the service description and the deviation substantially impedes the use of the Service.

The customer is obligated to report any errors immediately after noticing them and to give notice of the defects in writing within seven (7) days from when the error was noticed. Otherwise, the customer shall forfeit their right to enforce their claim of an error.

The Service Provider monitors the functionality of the Services and any potential errors shall be fixed as soon as possible, observing, however, the special conditions potentially specified in the service description or other factors affecting the correction. Urgent repairs outside office hours shall always be agreed separately on case-by-case basis. The Service Provider may also refrain from correcting an error if the correction is considered to incur unreasonable expenses or damages.

If the Service Provider is unable to fix an error within a reasonable time or if the Service Provider refrains from correcting an error, the Customer is entitled to terminate the contract immediately by giving a written termination notice.

The Service Provider retains the right to suspend production of Service temporarily if this is necessary for repairs, maintenance or other work. A data security threat against the Service Provider or the Customer also justifies the temporary suspension of Service production. The Service Provider shall endeavor to minimize the duration of the outage and notify the customer in advance when possible. The Service Provider retains the right to refrain from correcting an error which has been caused by the customer's actions, for example, misuse or wrongful use of the Service. The Service Provider is not responsible for problems or other errors occurring in third parties' networks, even if they impede the use of the Service. The Service Provider is not responsible for consultant errors or problems or other errors occurring in third parties' software.

The Service Provider is not responsible for outages or errors which are caused by events of force majeure, denial of service attacks or other third party actions.

The Service Provider's liability is limited to the service charges for the present month at the most. The Service Provider is not responsible for indirect damages.

This contract exhaustively regulates the Service Provider's liability for damages and errors and liability due to other contractual breaches.

## 7. User IDs and passwords

The Service Provider shall supply the customer with user IDs and passwords for using the Service. Delivery is performed in connection to the order confirmation or as the Service Provider sees fit.

The Service Provider retains the right to select a suitable user ID for the customer. Passwords are produced randomly. The customer may request the Service Provider to change the password or user ID. A fee is charged for this in accordance with the currently valid price list at the time.

The Service Provider retains the right to change the user IDs or passwords when necessary, notifying the customer of this.

The customer is responsible for preventing third parties getting access to the password and user ID without a case-specific written consent from the Service Provider.

The customer recognizes that they may be liable for damages and potentially be guilty of a crime if the user IDs have been handed over or leaked, for example, through malware to criminals. The customer is responsible for maintaining adequate data security and notify the Service Provider of any issues without delay.

## 8. Customer information

It is the customer's obligation to provide correct information to the Service Provider during the ordering process. The Service Provider retains the right to refrain from delivering the Service if the information is incorrect or incomplete.

The customer must notify of any potential changes to the user information as soon as possible. Notification of changes must be performed using the route indicated by the Service Provider (for example, using the control panel).

## 9. Billing

The customer pays the Service Provider for the Service in accordance with the billing period agreed during the ordering process. By default, invoices are sent by email to the email address specified by the customer, unless otherwise agreed. The customer is responsible for payment of the invoices by their due date. The customer is responsible for the validity of customer and billing information and potential invoicing problems caused by incorrect information.

If payment has not been made by due date, the Service Provider retains the right to terminate the Service. The Service Provider also retains the right to terminate the Service without a termination period if payment is not made immediately following a payment reminder.

For late payments, the Service Provider shall have the right to collect interest for late payment in accordance with the law on interest and a payment reminder fee and a re-opening fee for a service closed due to a late payment in accordance with the currently valid price list. The customer is also liable to reimburse any collection and legal fees incurred from neglecting to pay their invoices.

The Service Provider retains the right to change the pricing of the Service. The new prices come into effect at the start of the customer's next billing period, unless otherwise agreed. In this case, the customer has the right to terminate the Service to end before the new pricing comes into effect. Observe the above exception concerning resold services, whose price may change in the middle of the contract period.

When a customer makes an incorrect payment (for example, multiple payments or incorrect amount), the Service Provider shall have the right to send an invoice for any amount potentially missing from the payment with any delay consequences valid at the time included. If a customer makes an excessive payment to the Service Provider, the Service Provider will, by default, credit the exceeding amount in future invoices. The customer shall also have the right to request a refund, but in this case the Service Provider may charge the Customer a handling fee in accordance with the currently valid price list at the time.

## 10. Suspension of Service

The customer can request the Service Provider to suspend the Service before the expiration date of the service. A fee may be charged for suspension and re-opening in accordance with the currently valid price list at the time. The Service Provider shall have the right to suspend or terminate the customer's Service if the customer has failed to pay an invoice by its due date, is in breach of the terms and conditions of the contract, has been placed into liquidation or declared insolvent, the information provided by the customer is incorrect or the customer cannot be reached using the contact information they have provided. The Service is suspended automatically after the termination period has ended.

## 11. Resale and resale agreements

The customer may resell the services provided by the Service Provider as such by becoming a reseller. For example, rented server resources may be resold freely without becoming a reseller. These terms and conditions only concern cases where the Customer is directly selling the Service Provider's products to their customers, and not, for example, cases where the customer is using a rented server to produce a web hotel environment that they are reselling.

The Service Provider shall have the right to change the Service's content, features, and pricing at any time. The Service Provider gains the rights to any enhancements and other changes to the service made during the resale cooperation, even if the ideas originated with the reseller. The reseller may not receive compensation for any ideas or service changes they present.

These terms and conditions are applicable to the Services provided by the Service Provider to the reseller.

The reseller is responsible for the reseller's customers adhering to these terms and conditions and other relevant provisions and instructions from the Service Provider. The reseller is responsible in relation to the Service Provider for all actions and derelictions by the reseller's customer as if they were their own.

The Service Provider is not liable for any contracts or commitments made by the reseller. For example, the Service Provider is not responsible for any additional commitments by the reseller. All the reseller's customers and other parties using the services, even if indirectly, must accept the terms and conditions of the Service Provider. The reseller also undertakes to adhere to any other potential special conditions concerning resales, which the Service Provider and the reseller may have agreed upon. The reseller is also obligated to maintain secrecy concerning any confidential information related to the Service Provider they may have learned.

The reseller may utilize the materials and references found in the Service Provider's service. The reseller may also mention the Service Provider's name and other information in their own service.

The reseller's customers use the services in accordance with the Service Provider's provisions and these terms and conditions. The reseller provides the support services for their customers and handles billing. The Service Provider invoices the reseller directly. The reseller's customer may not contact the Service Provider directly, unless otherwise agreed in writing. Any potential disputes with a reseller's customer shall be resolved between the customer and the reseller. The reseller may request additional information, for example, related to the functionality of services to support the resolution of a dispute. The Service Provider is responsible for the functionality of the service in accordance with its terms and conditions and is only liable for its services. The Service Provider shall not take a stand in any disputes between the reseller's customer and the reseller, except inasmuch as the dispute concerns a service produced by the Service Provider.

In the interest of clarity, it is established that the terms and conditions concerning terminations specified above in paragraph 3 cover the Services purchased by a reseller. Because of this, the reseller shall ensure that any orders are terminated in a timely fashion.

The reseller may use a payment account to pay for orders. Money can be transferred to the account by using various payment methods. With the account, orders can be paid for directly using the control panel without net bank IDs or a credit card. The balance paid to the account cannot be refunded and it can only be used to pay for orders. No interest is paid on the payment account balance.

## 12. Other terms and conditions

The contract is drawn between the Service Provider and the customer. The customer undertakes to maintain secrecy concerning all information related to the contract, the Service, and/or pricing thereof. The customer is responsible for their employees, subcontractors or other parties covered by the Service adhering to these terms and conditions.

The Service Provider shall have the right to refrain from handing over the customer's domain name before all outstanding payments have been made by the customer.

This contract is subject to Finnish law. Any disputes shall primarily be resolved by negotiation. If a resolution cannot be reached, the place of jurisdiction shall be the District Court of Satakunta.

If translated versions of these terms and conditions are found to be in conflict, the Finnish version takes precedence over the others.