

## **Service Level Agreement – Terms&Conditions**

### **1. General conditions**

a) Terms and Conditions govern the relationship between the customer ("Customer") and City Network Hosting AB ("City Network"), for hosting and domain registration.

Customer may be an individual or legal person.

b) Customer may not under any circumstances sell all or part of purchased services for individuals and companies.

### **2. Service description**

a) Detailed description of the ordered service is specified in an e-mail confirmation. It contains all the information about the service as well as City Network website – [www.citynetwork.eu](http://www.citynetwork.eu) , updates and information that might affect the Customer.

b) Restoring a backup, where City Network is not responsible for damages, requires a fee, placed on the City Network website.

c) All e-mail traffic goes through anti-spam and anti-virus filter. City Network has the right not to forward e-mails that are classified as spam or containing viruses.

d) E-mail and domain services are limited to a certain disk space. The Customer will be notified after it has been exceeded. It is possible to buy additional disk space. Price is listed on City Network website.

e) City Network grants free technical support through e-mail/telephone and City Network website. Operating hours are listed on City Network website.

### **3. Fees**

a) Prices are available on City Network website [www.citynetwork.eu](http://www.citynetwork.eu) . Fees are paid in advance for a next period.

b) City Network has the right to change services and structure. Information about such a change should be published within 30 days before planned change. New price will affect next payment period. City Network has the right to change prices immediately, fe. exchange rate, or other event that City Network has no effect on.

c) Information about price reduction doesn't have to be published.

d) If service was unavailable to the Customer because of the reasons dependent on a Customer, and independent on a City Network side, Customer is still obliged to pay respective fees.

#### **4. Payment**

- a) The payment period is 20 days net, unless the invoice states otherwise. Payment with a credit card is also possible, otherwise you can pay via bank transfer. It is also possible to use Payex system for payment handling. Payment is required in advance for the next accounting period.
- b) City Network has the right to charge statutory interest in case of no receipt of payment on time, and Customer will be charged a reminder fee.
- c) In case of not registered payment, City Network has the right to put the service on hold, or even shut down the service, until the payment is done.
- d) If the Customer is not paying for a long time, City Network has the right to terminate the contract with immediate effect and issue a final invoice to the Customer.

#### **5. Agreement**

- a) Once the confirmation from City Network has been sent, the Agreement starts. The Agreement is for the period which was marked for services.
- b) The Customer has the right to cancel the contract within 30 days after signing the contract. The exception is a situation in which the client has accepted a new domain name registration or renewal during this period by e-mail.
- c) Agreement is automatically renewed, once the Customer has paid fee for next period
- d) Customer has a right to cancel the Agreement at any time. Cancellation should be delivered in written to City Network. When cancelling a contract, please provide your Customer number.
- e) At termination, the customer is not entitled to reimbursement for the current billing period.
- f) City Network has the right to cancel the Agreement, if the Customer breaches terms of this Agreement. Once the Agreement is cancelled, all Customer data will be deleted from City Network system. City Network reserves the right to written notice of termination when the Customer's actions hurt other City Network customers.
- g) City Network has a right to cancel the Agreement if the Customer does not make the payments, even after reminders, has reported for bankruptcy or shows other signs of insolvency.
- h) After the cancellation, the Customer has no right to use the service.

#### **6. Operation and service**

- a) In case of no access to the service, or a breakdown longer than 8 (eight) hours, Customer has a right to the reimbursement. It is equal to 0,5% of the price per hour, over 8 hours, during working hours. ( Monday-Friday 08.00-17.00).

Breakdown time starts, after it is reported by the client until it is fixed. Total reimbursement is limited to a monthly fee.

b) Discount is not entitled to the customer, where the activities related to the lack of access to services, or failure, are associated with the customer and may result from improper use. City Network has the right in this case to recover the costs incurred.

c) Breakdown is not a period, where the maintenance is being made. Customer will be informed about such a maintenance in advance.

### **7. Customer responsibility.**

a) Customer is responsible for ensuring that the information contained in the service does not infringe rights of third parties.

b) Customer is responsible for people who have the possibility to use its resources. If they violate the terms of the agreement, the Client should inform City Network about the infringement.

c) Customer confirms that he has requested permission to collect, disseminate and store information.

d) Customer confirms that he will delete all the information and content that is unacceptable from his account upon City Network request. City Network reserves the right to verify if the information contained in the service is legal.

e) City Network reserves the right to verify if the information contained in the service is legal, has errors or is against the law.

### **8. City Network responsibility**

a) City Network is not responsible for information that is transmitted through the service and is not responsible for direct or indirect damages done by a Customer. City Network is not liable for damages caused by viruses, unauthorized access or interference by the City Network servers.

b) City Network responsibility is limited to errors and damage arising from City Network negligence. It applies only to compensation for direct loss and limited to one-fourth (1/4) of the total annual insurance. Compensation is not paid for losses caused f.e. by reduced production.

c) Claims for compensation must be submitted in writing to the City Network within seven (7) days after the discovery by the customer.

### **9. Improper use of network**

a) Customer has no right to gain unauthorized access to network and City Network resources, as well as other unauthorized use, such as destroying or distortion of the information within the network.

b) Network owner is not responsible for unauthorized access to network and resources, damage or other distortion of the content within the network. In such case City Network has the right to shut down the service immediately and cancel the Agreement. Customer should protect City Network against 3rd party claims that may arise due to the improper use of the service by Customer.

## **10. Privacy policy**

a) City Network manages Customer data according to personal data protection act. Customer data is not available to any third party. The exception is a situation in which the Customer violates the terms of the agreement, or the authority will require the provision of such data.

## **11. Force majeure**

a) Parties are exempt from liability for damages and failures caused by circumstances over which neither party had no effect. Such circumstances include, among others: war, burglary, conflicts of interest, fire or other events.

## **12. Transfer**

a) Transfer of available services can be done only via City Network's written approval. Current owner should inform City Network about such a transfer, so it can be approved.

b) Transfer starts after City Network signs the approval for rights transfer.

c) New Customer cannot be financially responsible for events occurred before the transfer is signed.

d) Previous client cannot be financially responsible for events occurred after the transfer is signed.

## **13. Change of terms**

a) City Network has the right to change terms of this Agreement, changes come into force 30 days after notice of such change by the City Network.

## **14. Dispute**

a) All disputes shall be settled by Swedish law for the court competent for the City Network headquarters in Karlskrona. Claim matters are settled by the rules of court proceedings.

The website owner could bring the matter into court, need to inform the other party in writing within 3 months of the date of such claim.

## **15. Current Agreement**

a) All current terms are located on City Network website [www.citynetwork.eu](http://www.citynetwork.eu) .