

Terms and Conditions

Dated 06/28/2018

- Hosting

§1 General

1.1 These terms and conditions regulates the relationship (“Agreement”) between the customer (“Customer”) and Miss Domain Group AB (“Miss Hosting”), 556732-5336, and applies to the ordered Service (“Service”) from emarketingtime website.

1.2 The Customer may be a private person or a legal entity. The contract cannot be extended by Customer to another party.

1.3 The service means that the customer is leasing a part of emarketingtime’s shared hosting environment.

§2 Domains

2.1 Emarketingtime will always be the Admin, Tech and Billing contact when you register a domain through emarketingtime website or system.

2.3 Emarketingtime does not guarantee the domain to be registered until it’s successfully registered and active in your name. In case of a domain not being registered in your name emarketingtime will offer a full refund for the domain or the possibility to register another domain for the same amount as the unsuccessful domain registration.

2.3 .SE-Domains

When it comes to .SE-Domains the rules from IIS-Stiftelsens General Terms and Conditions applies. You can find and read about this term on IIS website <http://www.iis.se/>. When you agree to emarketingtimes’s Terms and Conditions you also agree on IIS Terms and Conditions.

Subregistrar: MissDomain Group AB through emarketingtime
Registrar: NameISP AB
Registrar: Plats 1.0 AB
Registry: IIS

<https://www.iis.se/domaner/registrera/se/villkor/>

More rules that applies for .SE-Domains:

Emerketingtime owns the right to move a customer's domain(s) through out different registrars
Emarketingtime owns the right to handle customers domain(s) through the best fit registry of
our choosing

§2.2 .NU-Domains

When it comes to .NU-Domains the rules from II-Stiftelsens General Terms and Conditions applies. You can find and read about this term on IIS website <http://www.iis.se/>. When you agree to emarketingtime's Terms and Conditions you also agree on IIS Terms and Conditions.

Subregistrar: emarketingtime through MissDomain Group AB
Registrar: NameISP AB
Registry: IIS

<https://www.iis.se/domaner/registrera/nu/villkor-och-regler/>

§2.3 General Terms for Domains

For all domain registrations done on emarketingtime.com, we will enter emarketingtime as Admin, Tech and Billing contact on the domain.

Emarketingtime don't guarantee a domain registration until the buyer receives a registration confirmation through email. In case of a failed domain registration the buyer will be able to choose a new domain for registration in the same amount payed for the first domain.

§3 Contract period for the Service

3.1 The agreement expires according to the period Customer selects when ordering – starting from the date confirmation has been issued by emarketingtime.

After termination, any files stored by the service of emarketingtime will be saved for another 2 weeks.

3.2 For the Web Hosting Service, 45 days of open purchase is applied, and in this case, the full amount will be refunded (except for Domain Registration and SSL Certificate).

3.3 The agreement terminates by termination, which is submitted in writing via emarketingtime Customer Service or by the termination function in the control panel. In case of termination, the customer number and domain name must be stated. If no correct notice has been received before the service expires, the invoice for the next period must be paid.

3.4 Either party is entitled to terminate the agreement in writing by letter or e-mail immediately, if the other party commits a material breach of contract and, in so far as rectification is possible, does not take corrections within 14 days after written request by letter or e-mail with reference to this provision. The same applies if a party is bankrupt or liquidated, is subject to an agreement or otherwise obviously insolvent.

§4 Refunds

Refunds are dependent on the type of service purchased by the customer.

4.1 Hosting Accounts – When purchasing web hosting account you have 30 days to claim your money back, this includes both businesses and individuals. The Money Back request must be sent in via email to emarketingtime's support.

4.2 Domain Registration – Refunds are made only if the domain hasn't been registered. If the domain has already been registered we do not offer any money back.

§5 Term and Termination

5.1 The contract begins when the confirmation has been sent out by emarketingtime. The agreement extends to the time that payment is made for services unless otherwise agreed and cleared from the order confirmation.

5.2 Emarketingtime applies the Distance and Doorstep Sales Act (SFS 2005: 59), which means that the customer always has the right to cancel contractual agreement within 14 days. Emarketingtime leaves specific information about this to the Customer in connection with the agreement confirmed. Refer to item 10.6 and 10.7

5.3 Emarketingtime applies the 30-day return policy, and in this case refund all money paid for services (see special circumstances for Domain Name in section 9.1 and 9.2). See also sections 5.6 and 5.7.

5.4 emarketingtime applies the right of withdrawal and open purchase including for traders who are legal persons.

5.5 M emarketingtime applies no binding period. The agreement may be terminated by Customer at any time and without any reason. After a termination any saved files are your responsibility and will be saved by emarketingtime for additional 2 weeks. See also sections 5.6 and 5.7.

5.6 Termination should be made by emarketingtime's Support.

5.7 The Customer wishing to use the right or return of goods, or to terminate the Agreement underpaid period, they must prove their identity with a username and password and message should be valid. Emarketingtime will confirm the statement immediately and refund within 20 days.

§6 Fees

6.1 Payment for services must be made in advance and payment terms are thirty (30) days net.

6.2 Emarketingtime is entitled to assign the invoice to another company. This even though the customer is not late with his payment. However, as no extra charge to be levied on such transferor and the invoiced amount will not be altered in addition to any collection fees.

6.3 In case of delayed payment a fee is placed on the invoice.

6.4 Objections to invoices shall be made in writing within thirty (30) days of the customer receiving the invoice.

6.5 Penalty interest payable under the Act, with 8.00% per month from the due date and until payment has been made.

§7 Services

7.1 The customer is responsible for the use of its space, the customer ensures that all materials uploaded to the server is relevant to the website. Customer may not use its space to a so-called file service or storage space.

7.2 If the Customer uses an exaggerated or suspected large amount of traffic then emarketingtime has the right to contact the customer and make start of an investigation against the customer as to investigate where the traffic is coming from.

7.3 The Customer is responsible for only hosting their own websites on their web hosting account, it is not allowed to, for example, host several different companies or individual websites, blogs, e-commerce solutions or more on a single shared hosting package.

§8 Emarketingtimes responsibility

8.1 Emarketingtime exercises no control over the information or material contained in the Customer's storage space and emarketingtime is therefore not responsible for any direct or indirect damages resulting from the Customer's actions or omissions of the Customer's applications. Emarketingtime is not liable for damages arising in connection with infringement of Customer's Service.

8.2 Emarketingtime handles all customer information as confidential to protect the integrity of our Customers. However, emarketingtime by court order or request from the police or other authority is required to disclose information about the Customer.

8.3 Emarketingtime's liability for property damage only covers compensation for direct loss and is limited to a maximum that Customer will pay to emarketingtime for twelve (12) months under the current agreement. Compensation is not payable under any circumstances for indirect losses such as loss of production or sales in the Customer's business.

§9 Customer's responsibility

9.1 Customer agrees to abide by Swedish and his own country's laws. Customer is fully responsible for all actions carried out through its emarketingtime's services.

9.2 Buyer is responsible for any damage arising if the Client suffers hacking or denial of service attacks. Emarketingtime has the right to immediately shut down the customer service if the customer knowingly or unknowingly exposes emarketingtime IP networks, systems, high load, damages, risks or the like. Emarketingtime informs and communicates could retrospectively when the customer is off.

9.3 If the Customer uses more than the agreed resources then emarketingtime has the right to directly debit the Customer according to the current pricelist or if not available, by the actual costs resulting to emarketingtime. Although retroactive billing may occur. Emarketingtime is also entitled to put up a running contract with a monthly or quarterly billing for the resource and

capacity utilization. If Customer uses more than the agreed resource then emarketingtime has the right to immediately shut down the Customer.

9.4 If Customer uses more CPU power or disk capacity (reads and writes to disk) than can be considered reasonable then emarketingtime has the right to directly debit the Customer according to the current pricelist or if not available, by the actual costs resulting emarketingtime. Although retroactive billing may be made. Emarketingtime is also entitled to put up a running contract with a monthly or quarterly billings of Customer continues to use more CPU or disk capacity than is reasonable. If Customer uses more CPU power or disk capacity than can be considered reasonable then emarketingtime can directly right off the customer.

9.5 The customer is responsible for keeping information about the Customer's address, phone, fax and e-mail address and contact person in question in the emarketingtime's customer database. This is easily done yourself through the Control Panel as emarketingtime provides customer when ordering service.

9.6 The customer who sends out spam or extensive mailings, more than what emarketingtime consider to be normal can be turned off immediately. emarketingtime's guidelines are 300 emails per hour from our IP addresses.

9.7 The customer is responsible for the software needed to utilize the services of emarketingtime.

9.8 Customer service may only be used by a company or an individual. Customer shall not, without the emarketingtime's authorization upload more than one corporate and personal website to the emarketingtime's servers. If the customer will add more websites without notifying emarketingtime then emarketingtime has the right to directly shut down the client and then inform the customer about why.

9.9 The Customer is responsible for all the material on the website and the domain name, any suspicions of illegal material / activity performed then emarketingtime has the right to close down accounts and inform the customer later.

9.10 Customer is responsible for his own content and files on the space, the lost or destroyed material, a recovery made from emarketingtime hosting service. At a reset out of backing up an administrative fee of € 99.00 per hour.

9.11 Customer is responsible for tasks specified at registration is correct, if the customer uses the so-called fake (erroneous) information on registration can emarketingtime demand identification and a copy of the credit card used when ordering. If the customer cannot provide this owns the emarketingtime entitled to shut down the client and close the account.

§10 Server Down Time

At the extensive disruption may Client to seek compensation in the context of what the customer pays. Compensation paid primarily by free extension of service. As extensive disruption counts persistent or widespread disruption during the twelve (12) hours of office (non-holiday Monday – Friday, at 8:00 a.m. to 5:00 p.m.) for a period of thirty (30) days). The request for compensation shall submit no more than seven (7) days after the period of thirty (30) days). Planned outages are not counted as failures.

§11 Information and Customer Information

Information provided by Customer when registering with emarketingtime will use in the form of an internal customer register. Personal data are covered. Customer hereby agrees that emarketingtime uses this information in communication between the parties in the flow chart, see Appendix 1. In case the current information provided by customer is incorrect and emarketingtime has access to correct contact information, emarketingtime has a right and an obligation to adjust current information. In case Customer has more than one user account / username at emarketingtime, emarketingtime has a right and an obligation to merge Customer's different accounts into one for administrative purposes. An administrative fee may apply.

The Customer acknowledges that Personal Data provided for registration of domain names will be publicly accessible via the Internet at the appropriate Registration Unit chosen by emarketingtime. If customer chooses not to use "Shield Whois", the following information will be accessible: Name, Email Address, and Domain Name. For example: If the customer registers a .se domain, personal data will be present / processed at both emarketingtime and the registry holder, which in this case is .se. It is the Customer's obligation to inform affected persons in their organization of the above and to hold an authorization to handle Personal Data in the manner specified above.

emarketingtime will, upon request, only disclose personal data to the authorities rather registry.

Handling of personal data. The red thread indicates where complete personal data is sent. It is only a supplier that shares full details, Name ISP (AB Name ISP).

For questions regarding personal data, refer to emarketingtime support.

§12 System Provider

Miss Domain Group AB ("Miss Hosting"), Luntmakargatan 96, 1113 51 Stockholm, Sweden, registered in the Swedish Register of Companies under number: 556732-5336, in whose name and on behalf, the agent acts Business Media Group Sp. o.o. (emarketingtime), with registered office: ul. Powstańców Wielkopolski. 42, 62-300 Września, Tel .: +48 22 250 10 02, email:

info@bmggroup.org, NIP 789-171-99-42 and REGON 301 017 051 and the bank account number:
IBAN: PL 21 1910 1048 2201 0154 3960 0001 / SWIFT: DEUTPLPX maintained by the Bank:
Deutsche Bank PBS.