

General terms and conditions MediaServer

Please read carefully the terms and conditions that govern Internetmedia Kommunikationsbyrå Sverige AB's (hereinafter called Internetmedia) storage service 'MediaServer'. With the signing of the order of the storage service, the terms and conditions below are recognised as accepted by the Customer.

1. MATERIAL

Internetmedia does not permit the uploading of any pornographic content, pirated copies or other material classified as illegal, for posting on its servers. This also includes the intentional spreading of virus and other harmful software. In case any such material is uploaded and posted on the dedicated space on the server, the service will be instantly terminated and the violation reported to the police.

2. ORDERING

Following receipt of the order the log-in details together with the invoice will be sent by e-mail to the Customer. The Customer shall verify that all the user data is correct and also add an electronic signature as evidence that the Customer has read and accepts the general terms and conditions. Access to the allotted space on the server will only be activated once the electronic signature has been added. In case no electronic signature meaning acceptance of the terms has been added within seven (7) days, the services ordered will be terminated.

3. ADDITIONAL ORDERS

The Customer is entitled to purchase upgrades to its storage space. Any additional services may result in extra charges which will be added to the annual fee.

4. FEES

Fees are charged in accordance with Internetmedia's pricelist for the services in question, prevailing at any one time. Payment for the service is charged in the form of a periodical (annual unless otherwise agreed) fixed fee. Any changes to the fees shall be advised no later than 30 days in advance. However, Internetmedia reserves the right to raise the fees with immediate effect in case such a raise is directly related to changes in exchange rates, taxes or similar charges and in case of similar circumstances. In case of rate adjustments, the Customer has the right to terminate in writing the service, to become effective at the point when the amendment comes into force. In case the Customer is unable to use the service ordered due to circumstances related to the Customer or circumstances beyond the control of

Internetmedia, the Customer shall not be relieved of the obligation to pay the relevant fees.

5. ADDRESS

The Customer shall provide the address to be used for sending invoices and other messages by e-mail. When Internetmedia Site Server has sent an e-mail to the address given, the message shall be deemed to have been received by the Customer no later than 7 (seven) days after the transmission unless it would seem likely that the message arrived later. It is the responsibility of the Customer to inform Internetmedia of any new address as a result of a move or change of invoice address.

6. PAYMENT

The fixed fee is invoiced in advance for each respective period. Unless otherwise indicated by the Customer, the invoice is sent by e-mail. Invoices sent in the post carry an administrative extra fee of 20 SEK per invoice. The terms of payment are 20 days net unless otherwise stated in the invoice. In case of late payment Internetmedia has the right to charge penalty interest in accordance with legislation together with the stipulated reminder fee, and, if applicable the cost for collecting the debt. Furthermore Internetmedia has the right to terminate or suspend services until payment in full has been received. In case the Customer in part or in full fails to pay within the due date of the reminder, Internetmedia has the right to terminate the agreement in respect of the service with immediate effect and to issue a final invoice to the Customer.

7. TERM OF THE AGREEMENT

The agreement/subscription runs for a period of 12 months. The agreement will be automatically extended by another 12 month period unless a notice to terminate has been given in accordance with item 8 below (Notice of termination).

8. NOTICE OF TERMINATION

Any notice to terminate services shall be made in writing no later than three (3) months prior to the end of the agreement period. The notice shall be sent by e-mail, fax or in the post. In case no written notice has been received, the agreement will continue running in accordance

with item 7 (Term of the agreement).
If a notice of termination is received less than 3 months before the end of the term, 3 months' fees will be charged as per the current pricelist. If a notice to terminate a domain name is received less than 3 months before the end of the term, the full annual domain fee will be charged. The subscription fees are not subject to any refund.

9. ACCESSIBILITY

Internetmedia is responsible for ensuring that the Customer's space shall be available on the Internet around the clock. Internetmedia conducts periodical system upgrades which may result in the service being temporarily shut down during brief periods, mainly at night.

10. TRANSMISSION/SPACE

The package fees are only applicable to normal transmissions together with the storage space provided in the services ordered. In case of transmissions beyond the regular level or in case of use of larger storage space than accorded in the agreement, Internetmedia Site Server has the right to charge a higher annual fee.

11. CUSTOMER'S RESPONSIBILITIES

The Customer is responsible for its employees and such others that are enabled by the Customer to use the service. Should the Customer become aware that one of its employees or some other person is in breach of the terms of the agreement then the Customer is responsible for making instant correction and also to inform Internetmedia of the violation. The Customer is responsible for the content transmitted to the server. The content on Internetmedia's server/servers may not be in conflict with any laws and must not be in any way considered indecent. The material must not be offensive or harmful for Internetmedia or any other party. Internetmedia is not in any other way responsible for the content on the Customer's storage space on the servers. In case of breach against the above, Internetmedia Site Server has the right to immediately suspend the service and in writing terminate the agreement, and in relevant cases to report the violation to the police. In case the activities of the Customer would result in ceased server operations, damage to Internetmedia and/or other of Internetmedia's customers' servers then Internetmedia has the right to charge for damages corresponding to the costs for

remediating all damages and loss of revenue during the repair period.

12. INTERNETMEDIA'S RESPONSIBILITIES

Internetmedia is responsible for the technical part, i.e. to ensure that the Customer's storage space is available on the Internet and to provide the technical facilities (such as computer hardware etc).

In case of an infringement in the Customer's storage space through the fault or neglect of Internetmedia, then Internetmedia shall repair the security gap without delay and also restore the Customer's content to the storage space (see conditions in item 13). There will however be no remuneration for indirect damages such as loss of profit, reduced production or turnover in the Customer's business.

In case of an infringement on the server via the fault or neglect of the Customer, then Internetmedia has the right to charge the Customer for restoring costs.

13. BACKUP

Internetmedia runs security backups of the Customer's material once (1) every 24 hours. Please note that the backup is a supplementary service and thus subject to extra fees.

The Customer may opt to decline the use of Internetmedia's backup service of its storage space. In case the Customer has declined the backup service, Internetmedia will have no responsibility for the content except in case if a loss has occurred through the fault of Internetmedia. In such case, Internetmedia shall restore the storage space without delay. There will however be no remuneration for indirect damages such as loss of profit, reduced production or turnover in the Customer's business.

13. MISCELLANEOUS:

- a. The Customer must not attempt in any way to damage or invade Internetmedia's servers.
- b. The storage space must not be used for illegal activities.
- c. If the Customer is in breach of these terms and conditions then Internetmedia has the right to suspend and terminate the subscription without any reimbursement of fees paid. Activities that harm Internetmedia and its servers will be reported to the police and in relevant cases, demands for damages will be presented.

14. APPLICABLE LAW

This agreement and subscription is governed by Swedish Law.