

Terms and Conditions

Company information

Tavu Cloud / 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. Tavu Cloud) and that belong to Tavu family of products and services. These terms shall come into effect on May 1, 2017 and shall remain effective indefinitely, replacing all previous 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 signs up to the service. The sign-up process is executed by the customer. The Service Provider may at any time block the customer from using the Service if there exists any vagueness or any other form of obscurity with the information provided by the customer or with the actions conducted by the customer. Signing up to the Service does not require any orders. Instead it is possible to get to know the Service without any payments, although considering any restrictions in the Service. After the possible demo period the customer will be automatically billed according the current price list.

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. The contract may be terminated at any time by terminating all the

resources the Customer has reserved in the Service. By default, there is no separate termination period but instead the contract is always valid for at least an hour. In case the product or service description mentions a separate minimum contract period this condition does not apply.

The contract is in effect and billing continues normally as long as any resources reserved by the Customer have been terminated and possible outstanding balance has been paid.

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 some 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.

The Service Provider retains the right to destroy Customer's data 7 days after the service has been closed if the Service has been closed by the Service Provider e.g. due to unpaid invoices. The information can not necessarily be recovered. If the Customer destroys the data, it will be automatically deleted after a time period defined by Service Provider's systems.

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

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 lie 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 any 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.

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.

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 is not responsible for any damage caused by closing the Customer's services if Customer's credit card cannot be charged or if the Customer does not increase the credit balance on time.

Reimbursements by the Service Provider have been explained in greater detail in chapter 11 SLA. The Service Provider is not responsible for any 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 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 sign-up 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).

The Customer accepts the Service Provider is allowed to handle any information provided in order to produce the Service.

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.

The Service Provider constantly gathers usage information related to the Service and reduced the Customer's balance accordingly. The Service Provider charges the Customer's credit card automatically after a time period defined by the Service Provider or when the Customer has reached a credit limit. Alternatively, the Customer may preorder credits to the Service. Billing is based on hourly prices that are valid at the time the Service is being used.

If the Service Provider is unable to charge the Customer for the service, the Service Provider retains the right to automatically terminate the Service. Any material stored in the Service shall be destroyed automatically after a time period defined by the Service provider and they cannot be recovered.

10. Suspension of Service

The usage of the Service can be terminated by freeing all the reserved resources. The Customer will be billed for the Service as long as all the resources have been destroyed. Only closing the Service does not stop billing from taking place. The last invoice for the Service shall be sent at the latest 60 days after the resources have been deleted.

Closing the account from the Service destroys all the resources and conducts the final billing immediately. By default, there are no termination periods unless otherwise mentioned but instead the Service can be terminated at any time. Billing is only conducted based on the real resource usage.

11. SLA

The Service Provider guarantees 99 % availability for the Service concerning the servers and networking. If the guaranteed availability level cannot be delivered, the Customer is entitled to a reimbursement worth a maximum of 50 % of the payments related to the specific service during the month of the issue. The Customer shall apply for the reimbursement within 7 days after the month of the availability issue has ended. The availability of the Service is calculated monthly for one minute intervals. Any maintenance breaks or other activities independent of the Service provider are not considered to count as unavailability time and hence they do not reduce the availability percentage. Any reimbursements are paid by increasing Customer's account balance in the Service and they are not paid e.g. in cash or to Customer's bank account.

If there did not exist a notification for the service break, the Customer shall notify the Service provider about the unavailability period in order to get a possible reimbursement.

Reimbursement are not paid if at least one of the following conditions are met:

- Maintenance breaks
- Force majeure situations
- Problems related to Customer's own server, network configuration, software or others
- Problems with third party systems
- Outages caused by third parties, e.g. denial of service attacks
- Customer's using the Service with free balance
- Customer has breached the terms and conditions of the Service
- The problem lies within services of software not subject to SLA
- Outages caused by failed payments, unpaid invoices or other problems charging the Customer
- Other outages caused by the Customer

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 possible domain names 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.