



GENERAL TERMS OF CONTRACT

1. Applying the Terms of Contract and their period of validity

These terms of Contract are applied to services produced by the Homepage-SJR (later SJR) for the customers of the SJR.

These terms of contract apply from the 26.11.2007 and are valid until further notice. These terms of contract replace any older ones.

SJR reserves the right to change these terms of contract after notifying the customers about it beforehand.

2. Validity of the Contract and the transfer of the Contract

The contract is formed and is valid when the customer has ordered the service and the SJR has confirmed the order. The order confirmation is sent by email unless agreed otherwise beforehand.

The customer may not transfer the contract to another party without the written approval by the SJR.

SJR reserves the right to transfer the contract and / or services associated with it to a third party and change the terms and the content of the service(s).

3. Length of the Contract and the termination of a Contract

The length of the contract is the the same as the billing interval of the ordered service(s). The contract is automatically renewed for the length of the selected billing interval unless we are notified of the termination of contract in time and with means specified in these terms of contract.

Termination of a contract must be done in writing or from the service admin panel a one month before the end of the current billing interval. Terminated service(s) continue normally until the end of the billing interval regardless of the the time we were notified of the termination of a contract.

The customer has the right to cancel the contract immediately if the SJR cannot any longer provide the service(s) specified in the contract however this does not include situations where temporary problems are caused by internet-connection, maintenance work or sudden hardware failures.

SJR has the right to terminate the contract immediately if the customer is in breach of the terms of contract or the service cannot be any longer provided because of external factors (e.g. orders from authorities or another type of force majeure situation) in which case the invoices are refunded from the time interval the service was unavailable.



4. Providing the Service

The service is provided after an order has been processed. Any domain registrations are done only after the sent invoice has been paid in full. Domain transfers may be delayed because of external reasons. SJR informs the customer from any delays whenever possible.

The customer accepts the service as provided unless the customer informs us in writing in eight (8) days after the order has been processed. The customer must pay the costs from processing the order even if the contract is cancelled.

5. Content of the Service and Producing the Service

SJR can produce the service(s) with the way it sees the best. SJR has the right to change the content of the service(s) after notifying the customer about it beforehand. Any costs occurring from changes requested by the customer or restoring a backup are charged from the customer as specified in the latest price list. SJR also reserves the right to change the content of the service(s) without notifying the customer beforehand if it's necessary because of security reasons in which case the customer is informed afterwards as soon as possible.

SJR registers the domains through third party registrants and is only forwarding the registration fees for the customer. SJR is not responsible for the actions of the domain registrars in question and their methods of business. The customer accepts the terms of the service for the domain registrars and must have a legal right for the domain(s) in question.

The content of the service is defined by the contract(s) for the services the customer has ordered. SJR has the right to limit the content of the service(s) to match what is specified in individual contracts (e.g. available disk space).

The customer has the right to use the server disk space only for storing material he/she has rights to. Reselling the server space is strictly prohibited, advertising material belonging to customers web site is excluded from this limitation. The customer is accountable that the material stored in the server does not disturb network traffic, is not breaching third party copyrights or is not illegal or otherwise offending. SJR has the right to remove material stored by the customer if it is considered to be breaching these terms. SJR is not responsible for the material the customer can access through the service. The customer is responsible that his/her software applications are secure and up to date (e.g. Anti-virus software etc.).

The customer is only allowed to use specified servers and services for the purpose they are provided for and with the servers provided. e.g. mailing lists are only allowed to be used with the application specified for them.

The customer is accountable for any damages and repair costs to SJR and to third parties caused by the customers own misuse of the service. SJR, it's employees and partners are therefore not responsible in any way for the legal and other consequences caused by the customers own illegal actions in network or any other forms of misuse of the service.

The customer is responsible that his/her actions are in accordance to law and good manners. Unauthorized use of SJR:s or third party:s services or the attempt of it is strictly forbidden. Scanning for security holes and using them is also strictly forbidden and can lead to immediate termination of service and possible financial compensation to SJR by the customer. The customer must inform SJR without delay if he/she has information about misuse of SJR;s services by a third party.

The customer may not use the service for illegal purposes or against good manners like direct marketing by email without consent or advertice his/her service(s) in newsgroups, forums, blogs and any places where it's forbidden.

The customer is responsible for keeping up to date backups of the content stored in the service. SJR does not guarantee the integrity of the content stored in the service.

If the customers network traffic or the use of server resources differs considerably from the normal or from what is defined in the contract, SJR can change the price to match the real use of resources. In these cases, changes to service(s) or price(s) are negotiated with the customers in question. SJR reserves the right to limit the network traffic in these cases. Distributing large data files on a customers web-site or another heavy use that differs from normal web-site usage and requires considerable server resources must be negotiated beforehand with the SJR.



SJR:s financial responsibility is limited at most to only for the amount of service charges for the current month. SJR is not responsible for any indirect damages, financial or otherwise to the customer caused by technical- or other reasons.

The customer may not under any circumstances give his/her personal user and login information for the service to a third party. The customer is responsible for any misuse and damages made with his/her account information and the costs for repairing them.

The customer is bound to read all SJR:s notifications about the service and possible changes to it and to act accordingly. These notifications can be made available in SJR:s web-site or delivered to customer(s) by other means.

6. Shortcomings in Service, Resolving shortcomings and possible refunds.

The services is considered to have shortcomings if its essentially different from what is defined in the contract and because of the difference the use of service(s) as intended is not possible.

The customer must notify SJR of the shortcoming in the service as soon as the customer becomes aware of it. The service is automatically monitored and possible problems are resolved as soon as possible. Urgent repair work done outside the office hours is always negotiated separately with the customer.

SJR has the right to temporarily shut down the service if it is necessary for repair-, maintenance- or other work. SJR tries to minimize the length of the downtime and inform the customers about it depending on the situation.

SJR reserves the right not to resolve a problem caused not by SJR but customers own misuse of the service or a third party.

SJR is not responsible for problems in network owned by a third party or other problems caused by a third party or problems and errors caused by consultants. SJR is also not responsible for problems and errors in software developed and supported by a third party. SJR is not responsible for unavailability of service caused by force majeure situation or reasons not caused by SJR.

The customer is responsible to check that his/her domain names have been renewed by their individual expiration date(s). SJR is not responsible for domain names lost to a third party.

When an error occurs with the service, the customer must make a written reclamation to the SJR in (8) days after the error occurred. The maximum financial compensation paid by the SJR is limited at most to the amount of one months charges of the services in question. SJR is not responsible for any service fees for the services ordered from a third party by the customer or through SJR.

These terms of service limit any compensation, financial or otherwise made by SJR to only what is defined in this document.

7. Usernames and Passwords

SJR sends the customers the necessary usernames and passwords for the service with the order confirmation. SJR reserves the right to generate the usernames and passwords for the customer(s). Passwords are generated randomly.

The customer can change his/her password(s) in the administration panel for the service. The customer can also ask SJR to change the password(s) in which case the SJR has the right to charge for the procedure as defined in the current price list.

SJR has the right to change the usernames and passwords when necessary and inform the customer(s) afterwards.



The customer is responsible for making sure that his/her personal username(s) and password(s) for the service are not made available to third parties. The login information is personal for the customer only and the customer is responsible for any misuse and damages made with the information and the costs associated with the checking and correcting the problems caused by the misuse of the login information.

8. Customer Contact Details

The customer is responsible for giving SJR valid contact information when ordering the service. If the contact information is not valid the SJR has the right not to provide the service.

The Customer must inform SJR as soon as possible if there are any changes in the contact information.

9. Billing

The customer pays to the SJR for the services ordered in periods selected as the billing interval when ordering the service. The invoices are sent to the address given by the customer by mail or email. The customer is responsible that the invoices are paid in full by their due date.

SJR has the right to close the service if the invoices are not paid by their due date. SJR also reserves the right to terminate the service without term of notice if the invoices are not paid after notifying the customer.

SJR has the right to charge interest for the late payments and add an extra charge for reminders as defined in the current price list. SJR also has the right to charge any costs from re-opening a closed service which was closed because of unpaid invoices, the charges are defined in the current price list. The customer is responsible for any legal and other costs like fees charged by collection agencies that are a result of customer's unpaid invoices. The customer must always pay collection agency fees if the reclamation of the invoice is not done in eight(8) days.

SJR reserves the right to change the prices of the service. The new prices are always in force from the next invoice the customer receives when a new billing interval begins. The customer has the right to give notice of the termination of the contract before the new prices are in force. Any changes in the price of the service because of legal or tax reasons are in force immediately.

10. Closing the Service

The Customer can ask SJR to close the service before it expires. SJR has the right to charge fees for the procedure as defined in the current price list.

SJR has the right to close or terminate the service if the customer has not paid the invoices by their due date, the customer is in breach of these terms of service or has been declared or is in process to be declared bankrupt, contact information is invalid or the customer cannot be contacted with the information given.

11. Miscellaneous Terms

The contract is between SJR and the customer. The customer must keep all information about the contract, service(s) and prices confidential. The Customer is responsible that all his/her employees, subcontractors or other parties abide by these terms of service.

SJR has the right not to unlock or free customer's domain names and material stored in the service before the customer has paid all the unpaid invoices for the service in full.

The law applied for this contract is the Finnish law. Any differences between SJR and the customer are primarily resolved by negotiating, if that is not possible then in the District Court of Lahti.