

Signed On: <https://sign.servebolt.com/>

Servebolt Terms of Service

V 2.0, last revision May 15th 2018

Servebolt Standard Terms of Service

This document outlines the terms of service as delivered from Servebolt to the Client. Under the terms of this agreement you also accept Servebolt's Privacy Policy and Standard Service Level Agreement (SLA).

Servebolt's Privacy Policy can be found here:

- <https://servebolt.com/privacy-policy> (English)
- <https://servebolt.no/personvern> (Norwegian)
- <https://servebolt.se/sekretess/> (Swedish)

Servebolt's Standard Service Level Agreement (SLA) can be found here:

- <https://sign.servebolt.com/sla/>

Definitions

"The User" The User is any person that signs up for an account on admin.servebolt.com.

"The Client" The Company or Individual that buys or uses Servebolt's products or services.

"Host Owner" The legal owner of any host on admin.servebolt.com

"Free Test" Servebolt provides testing of it's hosting plans free of charge.

"Normal use" Normal use of web hosts means to use the site for normal web Traffic, as a web shop, company business page, or blog. This excludes at least, but not limited to, torrents, ftp, file sharing, mass e-mailing, streaming, mining or peer to peer services.

"Standard Plans" Servebolt provides "High Performance" and "Low Traffic" hosting plans.

"Dedicated Hosting" Servebolt can provide dedicated servers instead of Standard Plans.

Scope of this agreement

This agreement defines the terms for the services delivered by Servebolt, which are used or purchased by the Client. The Client shall at all times stay informed on the content of this agreement, conform to the terms of this agreement, and act accordingly.



User accounts on admin.servebolt.com

Users can sign up and register on admin.servebolt.com. Users are required to use their real name, e-mail and phone number and are required to maintain this at all times.

The terms of Servebolt's Privacy Policy apply to anyone that signs up for an account. Servebolt will not share names, e-mails, phone numbers, conversations or other private information with third parties.

A failure to provide correct and real information is a breach of this contract and Servebolt may cancel any such account and terminate services relating to the account without any further notice, and free of any liability.

Access delegation

Host Owners have administrative privileges and can delegate access to their servers or hosts to Developers, Technical Contacts and Partners.

When delegating access, the host owner accepts the responsibility for any host or site config changes or code changes. Servebolt can not be held responsible for any changes to the host, site, database or Web Application code.

The Services

Servebolt provides hosting, hosting products like SSL Certificates, support, service and performance consulting services. Servebolt may also provide additional software that is covered by this agreement, like Servebolt Optimizer for WordPress.

Hosting Plans

Servebolt provides two types of hosting Plans "High Performance" and "Low Traffic". The plans are intended for normal use for web applications, and any non-normal use requires a written consent of agreement from Servebolt.

Servebolt's Standard SLA is valid for any subscribed hosting plans.

Dedicated Servers or Services

This agreement is also valid for any dedicated servers or services, but is usually supplemented by a separate Dedicated Server Hosting Agreement.

Free Test Hosts

Free Test Hosts are provided to the users to make it possible to test Servebolt's services free of charge before subscribing, or to make use of them as development hosts before upgrading them to subscribed hosts.

Free Test Hosts are provided to users with no warranty or any SLA obligation. Servebolt withholds the right to cancel and delete any Free Test Hosts at any given time, without prior notice or any explicit reason.



Service and Support

The Hosting service includes simple support related to basic questions regarding the hosting. Servebolt provides help.servebolt.com free of charge which covers most basic questions regarding hosting and settings in the control panel.

The “free migration” service includes some extra assistance to ensure that Clients get acquainted with the Servebolt platform, and to ensure that their application performs and works like expected. Any advice and help regarding free migrations is provided pro bono, and without any liability for Servebolt.

Additional support and assistance regarding the Client’s Web Application and installed plugins is not covered by this Agreement or the SLA. Work on code and changes on the Client’s Web Application (PHP, HTML, CSS, JS) or Database is not covered by the terms of this agreement or the Servebolt SLA. Servebolt can provide assistance and will invoice the Client based on Servebolt’s hourly rate for consulting services.

Backups

Servebolt runs nightly off-site file backups with the full server contents. Restores can be requested through the service contact point, and are charged by the hour.

Hacking and misuse of Client Web Applications

In the event that a Client Web Application is hacked, Servebolt will take the site offline, and notify the Client of the event promptly.

The Host Owner is required to maintain the Web Application in a secure fashion (see below). If the Host Owners obligations are not met, Servebolt will charge the Client for any work regarding to getting the Web Application back online.

Host Owner Obligations

The Host Owner has the following responsibilities

- Assist Servebolt in debugging and provide detailed and accurate information and necessary access when events occur.
- Ensure that all use of the service is carried out in a secure fashion, hereunder but not limited to keeping login credentials and access keys safe and password protected, and using long passwords to prevent unwanted third parties from gaining access.
- Keep Web Application software updated with security patches and updates.
- Not install software that may impose a security risk or risk the stability of the infrastructure. Installation of software that causes instability or security risk frees Servebolt of all responsibility and SLA obligations.
- Give Servebolt prior notice of any events that potentially may cause instability, or excessive server or network resource usage.
- The SLA covers infrastructure and Server Stack Applications, and does not include the Clients Web Application.

Costs and time used to correct errors or disruptions that are beyond Servebolts responsibilities will be charged at Servebolts current hourly rates if the problem is caused as a consequence of actions by the Client or any third



parties with access to the Clients hosting account.

Price and Payment and term of contract

All prices provided are excluding TAX. Where applicable VAT is added to the prices.

The current price of hosting plans are always available in the Plan upgrade feature on web hosts. The hosting subscription starts to run when the Client has accepted the costs while upgrading his web host, or confirmed upgrade otherwise via chat, email or phone.

Hosting Plans are pre-billed on a quarterly basis, unless something else is agreed upon on beforehand.

Compensation and hourly rate can be changed according to rules and regulations, or decisions for public taxes that affect Servebolt's compensation or costs. The Client shall under such circumstances receive a warning one month prior to the change.

Payments are done either by automatic charge to credit cards or by invoice. Invoices are issued with a 14 day payment deadline. Payments are not considered done before money is deposited on Servebolt's bank account.

Servebolt's invoices shall be specified and documented to the extent that the Client easily can confirm delivery of the charged products and services. Invoices for current hours shall be specified with detailed specification of the hours with a reference to the agreement or order for the service.

Outlays are only covered if they are agreed upon and specified independently.

Upgrades

Standard Plans can be upgraded at any given time, and the Client will be invoiced an intermediate fee for the remaining part of the invoicing period.

Downgrades

Downgrades on Standard Plans are valid from the the next billing period.

Failure to fulfill financial obligations

Host access will be terminated if the client does not fulfill the financial obligations. A re-activation fee of 200 Euro will be charged.

Price changes

Servebolt will give 3 months written notice in case of price changes on hosting plans.

Termination of hosting contracts

Hosting contracts for Standard Plans can be cancelled/terminated at any given time. Cancellation is valid from the day the contract is cancelled, and the subscription will end at the end of the current billing period.

For example: This means that contracts can be cancelled until the last day of the current invoicing period. The



next period starts from the day when the Client is invoiced for the new billing period.

Liability

Servebolt is not responsible for errors, defects or deficiencies that are caused by changes or loss of third party software, service or other kind of functionality that the fulfilment of this contract depends on. This includes, among other things, that Servebolt is not responsible for any changes that are made by the system to the Web Application (WordPress, Drupal etc) or web shop (Magento, WooCommerce, Drupal Commerce etc) or other application installed by the Client.

The tortious or defaulting party is not responsible for the other parties indirect losses unless the loss is wilfully caused by the tortious / defaulting party, or by gross negligence.

Indirect losses include:

- Loss due to data loss
- Loss due to reduced or lost capacity (service disruption)
- Loss due to that results of services can not be made use of like presupposed (consequential losses)
- Loss of profit
- Optionally other losses that are classified as indirect losses by the Norwegian Sale of Goods Act

The total claims from a third party for all defaults from the other party are within a period of one year limited to an amount equal to the total yearly compensation (excluding taxes) that account for a calendar year at the time the basis for the claims arise. If multiple claims arise within a year, the total yearly compensation at the time of the first claim will serve as the basis for the calculations. All fixed compensations are calculated as part of the total yearly compensation. Compensation for current benefits are calculated from usage or similar, and is also taken into account and is calculated from a reasonable estimate at the given time. Compensation for any other products or services are not part of the calculation.

Material Breach and Cancellation of Contract

In case of material breach of contract by by any of the parties, the other party, after issuing a written warning to the breaching party to bring the issue in order, can cancel the whole or parts of the contract effective immediately if the default is not corrected within the specified time.

If a party stops its payments, files for bankruptcy or enters negotiations about compulsory composition, or if the parties financial situation in general must be considered in a state of being incapable of delivering according to contract, the other party can cancel the contract effective immediately.

Confidentiality and Trade Secrets

All information that the Parties acquire knowledge of through conduct of the agreement, shall be treated as confidential and shall not be made available for third parties without prior written consent from the other party.

A party may, however, make such information available for third parties, if it is already known for the party at the time where the information was received without the obligation of confidentiality, is given by one of the parties to third party without obligations of confidentiality, is or will be publicly known in other ways than by error by one of the parties, or rightfully received from others without obligations of confidentiality.



The provision in the first section does not hinder extradition of information when it is required by law. If possible, the other party shall be issued a warning when and if such information is shared.

The parties can also transfer information to third parties to the extent that it is necessary for conduction of the agreement, presupposed that the third party has a duty of confidentiality as it is stated in this section.

The provision in the first paragraph does not preclude that the parties can make use of experience and knowledge that is gained throughout the conduction of this agreement.

Whom confidentiality applies to

The duty of confidentiality applies to the employees and others acting on behalf of the parties in connection with implementation of the agreement.

Limitations for commitments regarding confidential information

The parties commit to take careful pre considerations to secure that information is not made available and conflicting the first section. Information shall as a minimum be secured to the same extent as other confidential information in the organisation. The Client shall secure that there is no unwanted distribution of software or documentation.

The confidentiality in this section is also applicable after the end of this contract. Employees or other that conduct services on the Client's behalf shall also be bound to the terms of confidentiality, also after ending the relation that is bound by confidentiality.

Marketing

Servebolt can mention any hosts hosted on Servebolt in social media or marketing when sites publicly are pointing to Servebolt's hosting (This is information is publicly available in Whois and DNS).

Force Majeure

In cases where this agreement fully or partially is hindered, or significantly is made difficult due to causes that are beyond control by any of the parties, are the obligations of this contract suspended to the extent that the situation is relevant, and for the period of time the cause persists. Such conditions are included, but not limited to, strike, lockout, and any condition that through Norwegian Law will be classified as Force Majeure. Both parties can effective immediately end the contract on one Month's notice if the Force Majeure condition makes it specifically difficult for the affected party to comply with the terms of this agreement.

Transfer of Agreement

None of the parties can transfer the rights or duties to a third party without prior consent from the other party. Such consent can not be denied without just cause.

Consent is not necessary if the agreement is transferred to another company within the same group of companies, or if the concerning party is part of a merger or is demerged from either of the parties in the agreement.



Servebolt can freely assign payment claims to third parties.

Changes to Standard Terms of Service

Servebolt will re-collect acceptance of terms if the Terms of Service need to be updated through admin.servebolt.com or otherwise via e-mail or the other Servebolt sites.

Choice of Law and Dispute Resolution

The Agreement is regulated under Norwegian Law. Disputes shall be sought resolved by negotiation. If negotiations do not resolve the situation within 30 days after such a claim is first introduced, the conflict shall be resolved by using the ordinary courts with Oslo as jurisdiction.

Signatures

The current Terms of Service are always valid for any users or Clients on admin.servebolt.com. You may sign these pre-signed Terms of Service and keep this version for future reference.

Erlend Eide

X _____ X _____ X _____

Signed By Erlend Eide
Signed On : May 16, 2019



Signature Certificate

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Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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