

MANAGED HOSTING



**LET'S
SERVE** *it*

TERMS OF SERVICE

INTRODUCTION

Lets Serve it AB, VAT SE559119-9582, hereafter referred to as the “Service Provider”, is a Sweden registered company. The company is currently the legal party bound by this agreement and any related activities.

At the event of future changes in ownership or business structure, the rights herewith granted to the Service Provider will be transferred to the new owner or any entity appointed by the Service Provider, unless a written request from the Client to cancel the agreement, is received.

Any such changes of the company structure will be communicated to customer well in advance.

SERVICES

- Let's serve it guarantees to host and manage the client's website(s) according to available best practices and with your best interest in mind at all times.
- Client agrees that Let's serve it and it's staff have the right to make changes on the website when necessary for (I) updates of plugins, Wordpress version and any other platform-specific part or code necessary for maintaining highest possible level of security, and (II) any other changes to the website upon request by or agreement with the client.
- In the Medium and Large plans, Customer will be appointed a personal Service Manager as the main point of contact for any requests. Whenever unavailable, the Service Manager has the right to appoint a temporary substitute to handle the client contact in the ordinary Service Manager's absence.

SUPPORT

- Let's serve it provides support through a variety of methods (e.g. knowledgebase, email, chat, phone). Please refer to www.Let's serve it.com for the most current support information.
- In case of abuse of support staff or any employee of Lets serve it AB, we hold the right to terminate this agreement and the client's access to the Services effective immediately.

FEES AND PAYMENT TERMS

- The charges for the Services are set out on the Order ("Fees"). Fees applicable to any renewal Term will be at our then-current rates. Overages may apply if Customer's use of the Services exceeds their plan limits (e.g. exceeding the number of monthly visitors). Additionally, Fees may be adjusted if there is a change to the configuration your sites or your use of the Services (including changes to CPU or RAM consumption, cacheability, bandwidth, visitors, or transfer).
- Customer will be charged the Fees beginning on the Effective Date. Our schedule of payments is set out on the Order; if no schedule is stated, Fees are due in full in advance, except Fees for applicable overages, that will be invoiced and charged in arrears.
- All Fees are in EUR or SEK and non refundable. The Service Provider will collect the Fees by debiting the electronic payment method provided upon registration, or by invoice. Credit / debit card or any similar sources of payment may be debited up to one week prior to the due date.
- The client is responsible for keeping the method of payment current and able to be debited. Payment made after the due date, may be subject to interest and notification fees as applicable by Swedish law.
- As a default, VAT is added to the fees, unless customer provides us with a valid tax exemption certificate.
- Should customer select to pay by wire or credit transfer, any additional transfer fees will be added to the Fees.
- If customer fails to pay within 30 days after due date, Let's serve it may suspend or terminate the Services and this Agreement. In addition, Third Party Services may be forfeited. In addition, legal action as applicable by Swedish law might be taken in order to obtain any outstanding funds.
- In case of suspended services following the failure by customer to pay their fees, the Customer's Content (defined below) will be preserved in accordance with our normal backup processes and procedures. After this time period, the Customer Content will be deleted.
- If the Order references any money-back guarantee, this guarantee applies only to our standard Services and not to Third Party Services (e.g. domain names), set up or migration Services, or other Services that are custom or non-standard.



MIGRATIONS

- By agreeing to migrate your website to Lets serve it's hosting, you acknowledge the Service Provider the right to acquire and utilize third party products on your behalf, including plugins and other services not owned or controlled by Let's serve it. Let's serve it has no responsibility for the terms of use or service, privacy policies, or practices of any such third party provider. Your use of any such third party provider for migration purposes is at your own risk, and You expressly release Let's serve it from any and all liability arising from your use of the same.

PROPRIETARY RIGHTS

- We do not claim any ownership rights in your content that you provide to us in connection with the Services ("Customer Content"). However, to provide the Services, we need you to grant us a right to use the Customer Content. As such, you hereby grants to us, our affiliates, providers of Third Party Services, and subcontractors a non-exclusive, fully-paid, perpetual, royalty-free, transferable, revocable, worldwide license to use, modify, publicly perform, publicly display, reproduce, and distribute the Customer Content (in whole or in part) but only to the extent necessary to provide the Services.
- Let's Serve it and its licensors own all right, title, and interest in and to Services and the systems and networks used to provide such Services (including all system generated data, e.g. performance data), including all modifications, improvements, upgrades, derivative works, feedback provided by you or any Authorized User and all intellectual property rights in and to any of the foregoing. You agree to assign all right, title, and interest you may have in the foregoing to us. Except for the express rights granted herein, we do not grant any other licenses, whether express or implied, to any of Let's serve it's intellectual property including software, services and products.

TERM AND TERMINATION

- The term of this Agreement and any Order is one month starting from the date Customer signs up ("Initial Term"). Upon expiration of the Initial Term, this Agreement and any Order automatically renews for successive one month periods (each a "Renewal Term") unless one party notifies the other in writing of its intent not to renew no later than thirty days prior to the expiration of the then-current Renewal Term or the Agreement or Order is otherwise terminated in accordance with the terms of this Agreement.
- Either party may terminate this Agreement and any Order at any time for any or no particular reason by providing the other party with 30 days' prior written notice. Additionally, we may terminate this Agreement or any Order immediately if (i) you fail to pay for Services on time, (ii) your use of the Services endangers or negatively affects our networks or systems, violates the law or our AUP, or inhibits our ability to provide services to our other customers.
- Upon any termination or expiration of this Agreement, Let's serve it will stop providing the Services. This means that Customer's Content may not be available online. It is Customer's sole obligation to keep separate backups and to download the Customer Content prior to termination or the expiration this Agreement.



CONFIDENTIALITY

- “Confidential Information” means any information disclosed by us to you, either directly or indirectly, in writing, orally, or by inspection of tangible objects (i) that we identify as confidential or proprietary; or (ii) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. You agree to preserve the confidential nature of our Confidential Information by retaining and using the Confidential Information in trust and confidence, solely for its use as permitted and in connection with this Agreement. We will have the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section. You agree to promptly report any breaches of this section to us.

WARRANTIES

- Each party represents and warrants that it has the power, authority and legal right to enter into this Agreement and to perform the obligations set out in it, and those set out in contracts incorporated by reference.
- Customer represents and warrants that it owns or has a license for all intellectual property and other proprietary rights necessary to make the license grants to us contained herein. At our request, Customer will provide us evidence of this ownership or license. Customer represents and warrants that our use of the Customer Content in accordance with such license will not infringe the intellectual property or other proprietary rights of any individual or entity. Customer also represents and warrants that all information it provides to us is complete, accurate and up-to-date. Finally, Customer represents and warrants that if he/she is a natural person, that he/she is over eighteen years of age.

DISCLAIMER

- Other than as is expressly set out in the sla, the services are provided as-is, as available, and with any potential flaws. Except as expressly provided in the warranties section, above, (i) Let's serve it makes no warranties of any kind, whether expressed, implied, statutory or otherwise, and (ii) Let's serve it and its licensors specifically disclaim all implied warranties, including, but not limited to: any warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted or error free service, error correction, availability, accuracy and any and all implied warranties arising from statute, course of dealing, course of performance or usage of trade to the maximum extent permitted by applicable law.

LIMITATION OF LIABILITY AND REMEDIES

- In no event shall our liability arising out of, or related to, this agreement, for any reason, including, but not limited to, contract, tort or under any other theory of liability, exceed the aggregated amount of fees paid or owed by customer to us in the three months preceding the claim.



- In no event shall we or our licensors have any liability to customer for any indirect, special, incidental, consequential, cover or punitive damages however caused, arising out of, or in any way connected with, the services, including, but not limited to, the use, or inability to use, the services or for any content, or any interruption in the services, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages.
- Customer agrees that our sla contains customer's sole and exclusive remedy for interruption, partial unavailability, and complete unavailability of the services, and any other item set out in the sla.
- The disclaimers and limitations provided herein do not apply to the extent prohibited by applicable law.

INDEMNIFICATION

- You agree to defend us against any claim, demand, suit or proceeding made or brought against us by a third party arising out of your conduct that constitutes a violation of our Authorized Use Policy. Customer will indemnify us for damages finally awarded against us in connection with any such claim (or for a settlement amount Customer consents to).

SECURITY; SAFE HARBOR

- We will maintain commercially reasonable administrative, physical and technical safeguards designed to help ensure the security of our internal networks from malicious activity and to provide for the privacy, confidentiality and integrity thereof. However, security is a shared responsibility. You agree to configure your use of the Services in such a way as to maintain the security of our Services and network (e.g. by only uploading software that has been demonstrated to be secure, installing patches, and not sharing passwords).
- Should we determine that there has been a security breach that has compromised your account we agree to notify you as soon as reasonably possible but only after we have investigated the breach and fulfilled our legal obligations under applicable law. You agree to the same notification obligations, should you determine that there has been a breach.
- Data Controller/Data Processor. This section applies only to customers that are located in a European Economic Area member state. We are the data controller for the personal data those customers submit through the sign up process (e.g. contact information, credit card number). For all other personal data collected through provision of the Services (i.e. any personal data submitted through supported sites), we are the data processor. Where we are the data processor, we will endeavor to use such personal data only as instructed by the customer and not for any other purposes.

