



## Terms of Service

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The following terms apply at Extilum as of 01.08.2020. and replace any previous version of these Terms of service.

Extilum is:

- Extilum d.o.o., company registered in Croatia, or
- Extilum AB, company registered in Sweden

## 1. Subscription

Extilum web space subscription provides access to the use of Extilum's servers. Extilum web space subscription automatically gives the user the right to set up a website. The amount of disk space, email accounts and other service available depends on the type of subscription chosen.

Subscription periods last for 12 months at a time. After 12 month period you will be notified that subscription will terminate and you will have to renew subscription if you would like to continue using our services.

Domains are unique and web spaces are individually manufactured and customized for the domain. For a faster delivery of the product, Extilum will usually begin the manufacturing and customizing of the product as soon as the order is received. By ordering, the customer accepts that any right of withdrawal will be dismissed as soon as Extilum has started processing the ordered product.

### 1.1. Use

Subscribers are not permitted to store large amounts of data on the server for free download or reading without prior agreement with Extilum.

Illegal material is not permitted on any of Extilum's servers, whether this be images, film clips, and other types of files or link to unlawful photos or similar material. For example, unlawful material is, but not limited to, copyright protected material or other material you are not entitled to publish or store according to legislation. Nor is it permitted to store erotic, pornographic or other offensive material on servers owned by Extilum. It is entirely Extilum's decision to determine whether material belongs to one or more of the above categories, and the company reserves the right to delete any such material at any time without notice. In the event of such material being deleted the customer cannot advance any claim against Extilum related to the deletion.

Traffic is basically unlimited (except where it is explicitly stated that traffic is limited). However, traffic must be normal in nature and not disrupt that of other customers. If a customer's traffic disrupts that of others, Extilum reserves the right to close the customer's web space without notice and/or make a separate charge for the traffic. Extilum reserves the absolute right to decide whether or not traffic is excessive. On closure of a web space, no refund will be made of any subscription paid in advance.

Unwanted (spam) mail must not be sent from Extilum's servers. In the event of transgression of this rule, Extilum reserves the right to inform the relevant authority and submit log details etc. to that authority. Extilum reserves the right to demand payment for time spent in relation to such information and its submission to the relevant authority.

### 1.2. Scripts

Extilum provides unlimited access to standard scripts and the use of other scripts. However, the use of other scripts is only permitted as long as it does not burden the servers to an unreasonable degree.

### 1.3. Templates (web designs)

All templates placed at the disposal of customers by Extilum remain the property of Extilum regardless of whether individual templates have been modified or not. No templates placed at customers' disposal by Extilum may be distributed to others on either a commercial or non-commercial basis. All templates are provided with non-exclusive rights. In the event that Extilum feels obliged to withdraw the right of use of a template, Extilum cannot be held responsible for any loss (direct or indirect) on the part of the customer as a result of the withdrawal. Nor is Extilum responsible for any errors or deficiencies of templates or access to them.

### 1.4. Operational reliability

Extilum reserves the right to limit/reduce the usage of products if required for operational or security reasons. For reasons of operation and security, Extilum also reserves the right to access customers' user data. In such event, the staff of Extilum will be subject to professional secrecy. All other access to user data requires the acceptance of the customer or a court order. Although the spam and virus filters placed at the disposal of customers minimize the risk of their receiving unwanted mails, Extilum does not guarantee that customers will not receive unwanted mail.

### 1.5. Responsibility

The customer's use of Extilum subscription is entirely at his/her own risk. Extilum cannot be held responsible for the contents, including accuracy, lawfulness, completeness etc. of the information which the customer receives or sends via the Internet.

Extilum is liable in accordance with applicable law, subject to the following limitations:

- Extilum's responsibility does not include operating loss, loss of data, loss of profit, loss of goodwill or any other indirect loss that the customer suffers as a result of Extilum's or third party's products.
- Extilum is not liable for losses resulting from interruptions, disturbances or changes that Extilum deemed necessary for technical, maintenance and operational reasons or required by the authorities, unless Extilum has neglected to limit the resulting inconveniences.
- Extilum is not liable for any loss or damage caused by the customer's own IT environment or caused by the customer or by third parties.
- Extilum is not liable for any loss or damage caused by a force majeure event.
- Extilum is not liable for services delivered by third-parties where Extilum acts as an intermediary.

In all cases, regardless of the cause, Extilum's total liability for loss or damage is limited to the amount paid by the customer to Extilum in the year in which the loss or damage occurred.

### 1.6. Cancellation of subscriptions

A subscription can be cancelled at any time by the customer. The subscription period lasts for 12 months and can be renewed after that. Notification is sent to customer 14 days before the end of each 12-month period. Customer can cancel the subscription at any time, however, the unused portion of any advance payment will not be refunded.

A customer may initiate cancellation of a subscription from the control panel on the web page. Cancellation email with instructions will then be sent to the web page contact email address. The customer must follow the instructions in the email to complete the cancellation unless it is set up to be done automatically by the system. When the subscription is cancelled, it will appear as cancelled in the control panel.

If Extilum chooses to terminate specific subscription types or special services, Extilum may cancel a subscription with one month's notice. In such circumstances, the unused portion of any advance

payment will as an exception be refunded. If Extilum makes significant changes which depreciate the Terms of Service, customers shall be entitled to cancel their subscriptions with one month's notice. The unused portion of any advance payment will also, as an exception, be refunded. The subscription must in no way be used to gain unauthorized access to systems connected to the Internet. If any such activities or criminal acts come to the notice of Extilum, regardless of the country the laws of which underlie the violation, the subscription will be immediately terminated and Extilum reserves the right to pass on all relevant information to the relevant authorities. Extilum also has the right to annul a subscription without notice with immediate effect and without compensation or reimbursement of any kind if the customer does not abide by these Terms of Service, if a party wastes or abuses resources available on the Internet, disrupts the functionality of the Internet, infringes netiquette valid at any given moment, e.g. by passing on information about other people's private affairs or in other ways inconveniencing other users of the Internet. Data from homepages and mail systems will generally be deleted 10 days after termination of a subscription. Some data is kept for a longer period of time for security and disaster recovery reasons as a backup file as well as data that we are obliged to keep for a longer period of time by law. Check our Privacy policy for more information.

A subscription can be cancelled at any time by the customer. After cancellation, all his/hers data on our servers will be deleted 10 days after the original billing cycle ends without prior notice.

Backups of the customers accounts are done regularly as daily backups (Monday-Saturday) and weekly backups (Sunday). Retention period for daily backups is 6 days and for weekly backups is 1 month.

### 1.7. Cancellation of subscriptions due to failed payment

Renewal invoice for the next billing cycle will be sent to customer 14 days before due date. Invoice unpaid reminder will be sent 7 days prior to the due date. After the due date has passed, customer will receive 3 more overdue payment reminders, on the 1st, 3rd and 7th day which is the final overdue reminder. Ten (10) days after the invoice due date, if the payment is not received, all services will be terminated .

## 2. Domains

On ordering a domain, the buyer/cardholder must declare that the person registering accepts that use of the domain name does not violate the name or trademark rights of third parties or otherwise be considered to contravene legislation.

Domain names are registered in the customer's own name and at the request of the customer. In this respect, Extilum acts as an intermediary. Extilum will inform the customer when the registration of the domain name has taken place.

Extilum assumes no responsibilities for the domain name if it is transferred or cancelled, or if the web space is deleted.

The domain name will be "registered with" / "transferred to" Extilum's partners. These may be with domain registrars or directly with the individual domain administrator of the Top Level Domain concerned. At the beginning of each subscription period the customer will receive an invoice from Extilum for the annual domain fee, unless otherwise stated. This applies regardless of whether the domain is pointed to DNS servers at Extilum or someplace else.

In the event of wrongly ordered domains (spelling mistakes, name errors or similar) the registration fee will not be repayable. Extilum will, however, endeavor to correct the domain name so long as registration has not yet taken place. If Extilum is responsible for submitting an erroneous order of a domain name, Extilum will either refund the registration fee or offer registration of the correct domain name.

It is the customer's own responsibility to keep Extilum and possible top-level domain authorities updated regarding changes of address or other contact information.

## 2.1. Special conditions for the individual Top Level

### 2.1.1. Use of .de domains

When registering or transferring .de domains, Extilum acts solely as intermediary between the domain owner and DENIC (Domain Verwaltungs- und Betriebsgesellschaft eG) (cf. <http://www.denic.de/>)

### 2.1.2. Use of .se/.nu domains

By registering or transferring a .se/.nu domain name, Extilum is the link between the domain owner and IIS.se (The Internet Infrastructure Foundation), and the domain owner agrees to abide by IIS.se's current rules governing the administration of domain names under the top-level domain .se/.nu conf:

[IIS terms & conditions for .se](#)

[IIS terms & conditions for .nu](#)

[IIS privacy policy for .se](#)

[IIS privacy policy for .nu](#)

### 2.1.3. Use of .uk domains

The domain owner accepts that by registering or transferring a .uk domain name, he or she agrees to abide by Nominet's current rules governing the administration of domain names under the top level domain .uk (cf. <https://www.nominet.uk/resources/complaints/>)

### 2.1.4. Use of .hr/.com.hr domains

By registering or transferring a .hr/.com.hr, domain name, Extilum is the link between the domain owner and Carnet, and the domain owner agrees to abide by Carnet's current rules governing the administration of domain names under the top-level domain .hr/.com.hr:

<https://www.domene.hr/portal/about>

### 2.1.5. Use of other domains

For domain names other than the above, reference is made to the rules of the individual top level domains. If the domain owner does not comply with the rules of the relevant domain, Extilum is entitled to effect deletion of the customer's web space.

List of all domains and registrars can be found on the link below:

<https://www.iana.org/domains/root/db>

## 2.2. Domain Expiration Policy

### 2.2.1. Domain expiration notification

Prior to the expiration of a gTLD, Extilum notifies the registrant of the domain at least twice with instructions for renewing the domain name. The renewal reminder will be sent 30, 14, 7, 3 and 1 day prior to domain expiration. All relevant details regarding expiration date, domain renewal and recommended action are clearly available by simply opening the notification email.

Different domain expiration policies may apply to other TLDs.

## 2.3. Prices & Useful Links

<https://www.extilum.com/domain-pricing-list/>

[Registrant Educational Materials \(ICANN\)](#)

[Registrants' Benefits and Responsibilities \(ICANN\)](#)

## 3. Special conditions for products and services

### 3.1. Add-on products

Extilum provides its customers with the ability to purchase products and services (add-on products) in addition to their web hosting subscription.

Certain add-on products may not be available to all customers. You can find all add on products in our store in client area.

### 3.2. Add-on product orders

On the first invoice the customer will be billed for the amount of months remaining until the annual renewal of the customer's web space subscription. If an invoice for the customer's web space subscription has already been issued, the customer will be billed for the period until the next annual renewal.

### 3.3. Add-on products from third parties

Extilum provides its customers with the ability to order certain third-party services. Customers of Extilum are bound by the conditions of such third party services and should make themselves familiar with their terms and conditions.

Extilum may stop providing the third party products and services or any updates thereto at any time without notice or any further liability to its customers.

Certain add-on products may not be available to all customers.

Extilum acts as an intermediary and is not responsible for any damages, losses or expenses due to the use of third party products.

After the initial period the customer's add-on product subscription will follow the customer's normal web space subscription. After the initial period the billing period is annual.

### 3.4. Add-on product cancellation

The customer may cancel the product subscription until 30 days before the next subscription period.

The customer may cancel a subscription from the control panel of the web space.

If the customer cancels the web space subscription on which the add-on product subscription is linked, the add-on product subscription will automatically be cancelled to the same date.

## 4. General

Subscribers to Extilum's products must be minimum 18 years of age.

### 4.1. Product & Privacy Policy

When subscribing to our services you are also bound by our Product & Privacy Policy:

<https://www.extilum.com/Privacy-policy.pdf>

### 4.2. Contact

Questions regarding support, sales and accounting are answered via e-mail within 24 hours, as far as this is possible. Extilum does not provide contact by telephone.

### 4.3. Address information

Customers are required to inform Extilum of their current place of residence and email address. This is to be done via the Control Panel, on which address information can be changed.

### 4.4. Payment of subscriptions

Web space subscriptions are paid - regardless of subscription type - in advance for a period of 12 months. Payment in advance will not be refunded unless otherwise expressly stated elsewhere in these Terms and Services

Money back guarantee: We offer 30-day money back guarantee for services purchased. Within the first 30 days after activation of your account, we will refund your money. This guarantee does not include domain purchases as the customer is sole owner of the domain.

### 4.5. Terms of payment

All payments are made online by the customer using credit card and wire transfer and all invoices are sent by email. We normally don't send invoice with regular mail. When sending an invoice by mail, Extilum reserves the right to charge a fee covering the costs. Extilum's products/services are specially adapted to the customer's requirements, who in return does not have the right to annul the contract. Terms of payment are without exception 7 days, unless special agreement has been reached. If the customer has not paid the amount due after 10 days of the invoice due date, all services will be terminated. Interest will be payable (without prior notice) from the date of payment, in pursuance of current valid interest legislation.

Extilum reserves the right to transfer claims to a third party, and Extilum can also annul the contract and delete the customer's domain/close the customer's web space with immediate effect on late payment should it so choose.

If refunding any payment, Extilum reserves the right to debit an amount covering the bank-fees and administration costs concerning the refund.

### 4.6. Duration of subscription

A subscription is active until it is cancelled by one of the parties involved in pursuance of the above conditions or after the initial time for which the service was purchased has expired and service has not been prolonged.

### 4.7. Changes to subscriptions

A web space subscription can be changed to a higher-priced subscription type at any time. Any subscription fee already paid will be deducted from the price of the new subscription. Changes to a lower-priced subscription type can only be effected from the end of a subscription period, and only if the customer has given notice of this at least 60 days before the expiry of the current subscription period.

### 4.8. Delivery Policy (for Services)

Upon receipt of your order, the services will be performed to you in accordance with the terms applicable to the services that you purchased. The nature of the services you purchased and the date of your purchase may impact the timing of performance of the services. The services will be deemed to be successfully delivered to you upon performance of the services.

### 4.9. Transfer

In connection with the sale or other transfer of all or significant portions of Extilum's activities or assets, Extilum has the right wholly or partly to transfer to a third party the customer's

subscription(s), as well as Extilum's rights and obligations according to the Terms of Service without the customer's consent.

#### 4.10. [Changes in conditions](#)

Extilum's Terms of Service can be changed at any time without prior notice.

#### 4.11. [Third party malfunctions and force majeure](#)

Extilum cannot be held liable for damages when interruptions, malfunctions, damage etc. is out of Extilum's control. This includes lightning, flooding, fire, war, acts of terror, industrial action and lockouts (including among Extilum's own staff), overloading of the Internet, malfunctions in other networks, third party malfunctions, system breakdowns, or other form of force majeure.

#### 4.12. [Venue and choice of law](#)

Any disputes and discrepancies will be decided exclusively by the ordinary Swedish or Croatian court, and in pursuance of Swedish or Croatian law depending in which data center you placed your services.