

GENERAL TERMS AND CONDITIONS – SUNCOMET OY

1. General

1.1 Scope of the agreement

These terms apply to the services supplied to the customer by Suncomet Oy (hereinafter the service provider), unless otherwise agreed in writing between the customer and the service provider. Finnish legislation in force also applies where applicable.

1.2 Subject matter and formation of the agreement

These terms set out the rights, restrictions and responsibilities of the customer and the service provider. In particular, they set out the rights, restrictions and responsibilities relating to the use of the service provider's service platform, other systems required to provide the services, and domain names.

The agreement is formed when the customer orders a service and the service provider confirms the order by sending the customer a separate order confirmation.

1.3 Definitions

1.3.1 Consumer customer

A consumer customer means a natural person who acquires the service primarily for purposes other than their business activities.

1.3.2 Business customer

A business customer means a customer who is not a consumer customer. Business customers also include associations, foundations, municipalities and other legal entities.

1.3.3 Non-standard use of the service

In web hosting services, the following is considered non-standard use of the service:

- distributing illegal copies or encouraging their distribution or use,
- distributing racist or defamatory material,
- sending, assisting or enabling spam, or distributing spam content,
- keeping or distributing programs or code classified as malware, viruses or harmful,
- keeping or distributing hacking programs and instructions, or encouraging such activity,
- operating or setting up game servers or gaming services,
- launching persistent background processes or processes that open network ports,
- launching, operating or setting up streaming services, scripts, programs or similar,
- keeping discussion forums open for reading or posting without logging in,
- launching, operating or setting up programs, scripts or similar using instant messaging protocols, such as chat, IRC or Ventrilo services,
- use of the service that takes more than one (1) minute of processing time at a time,
- use of the service that generates more than 15 000 logged HTTP(S) requests in an hour,
- use of the service that generates more than 50 000 logged HTTP(S) requests in a day,
- use of the service that generates more than 500 000 logged HTTP(S) requests in a month,
- use of the service that consumes an average of more than 20 % of the package's computing resources, such as CPU or RAM, over a day,
- use of the service with more than 10 processes running or starting simultaneously,
- use of the service that causes or is liable to cause disruption or harm to the operation of services, servers or data networks, and
- other comparable activities.

In server services, the following is considered non-standard use of the service:

- distributing illegal copies or encouraging their distribution or use,
- distributing racist or defamatory material,
- sending, assisting or enabling spam, or distributing spam content,
- distributing programs or code classified as malware, viruses or harmful,
- distributing hacking programs and instructions, or encouraging such activity,
- use of servers that causes or is liable to cause disruption or harm to the operation of services, servers or data networks, and
- other comparable activities.

1.3.4 Information security

Information security means administrative and technical measures ensuring that information is available only to those authorised to use it, that only authorised persons can alter it, and that information and information systems can be used by those authorised to do so. [Act on Electronic Communications Services (917/2014), section 3(28)]

1.3.5 Uptime and response time

Uptime means the time during which the service is accessible.

Response time means the time between sending a request and the server's response.

Uptime and response time are determined using a third-party monitoring system. Checks are made through an HTTP or HTTPS connection to the server. Only measurements taken by the third party's servers located in Europe are considered when measuring uptime and response time.

Actual uptime and response times are recorded for each calendar month.

1.3.6 Incident response time

Incident response time means the time from receipt of an incident report until the incident has been responded to and its investigation has begun.

1.3.7 Customer service response time

Customer service response time means the average time, calculated for each calendar month, between receipt of all messages sent to customer service and the sending of the first replies to them. Messages still unanswered at the time of assessment are also included in the calculation, based on the time elapsed from their receipt until the time of assessment.

1.3.8 Defect in the service

The service is defective if it fails to conform in material respects to what was agreed.

The right to a credit under these terms arises only after the customer has notified the service provider of the defect.

The defect must be reported without delay and no later than 28 days after it was discovered or should have been discovered.

1.3.9 Value-added services

In these terms, a value-added service means a service supplied in connection with the agreed service at no separate charge. The service provider does not guarantee the continuity, absence of defects, content or fitness for a particular purpose of a value-added service.

1.3.10 Serious technical problem

A serious technical problem means a situation in which the service has ceased responding to a material proportion of requests, to the extent specified in the service description or service level.

1.3.11 Service

In these terms, a service means a service ordered by the customer from the service provider under a separate agreement.

1.3.12 Contract period

The contract period is equal in length to the selected billing period, unless otherwise agreed in writing.

1.3.13 External services

An external service means a third-party service arranged by the service provider or ordered on the customer's behalf.

1.3.14 Force majeure

Force majeure means an unforeseeable event beyond the service provider's control that prevents performance of the agreement.

Such events include:

- natural disasters,
- war or armed conflict,
- a pandemic or epidemic,
- an order by an authority or a change in legislation,
- sanctions,
- widespread disruption of telecommunications infrastructure,
- a malfunction of a third-party service provider, such as a data centre, that is beyond the service provider's control, and
- another comparable unforeseeable event.

Force majeure suspends, for its duration, only those contractual obligations whose performance it prevents. If the force majeure event continues for more than 28 days, either party may terminate the agreement with immediate effect.

1.3.15 Materiality

Materiality refers to matters relevant to the purpose of the agreement, the content of the service or the parties' rights and obligations, whose absence, alteration or defect is not minor and which are assessed in the context of the agreement as a whole.

2. General rights and obligations

2.1 General rights and obligations of the customer

The customer must read the notices sent by the service provider and follow service-related notices available on the service provider's website at suncomet.fi/tiedotteet address.

The customer must take into account the service provider's notices concerning any changes to the service.

The customer undertakes to keep separate agreements between the customer and the service provider confidential from third parties. The customer also undertakes to keep confidential all information relating to the service provider's service that has come to the customer's attention in any form. The customer must keep their passwords in a manner that prevents third parties from obtaining them.

The customer undertakes to use all of the service provider's services so that the customer's actions or use of the service cannot give rise to prosecution of the service provider under the laws in force in Finland or any other country, or to claims for damages or other compensation against the service provider. The customer also undertakes to use all of the service provider's services in accordance with Finnish legislation, supranational provisions binding on Finland and good practice.

The customer is responsible for service use and information security to the extent these are within their control.

The customer is responsible for ensuring that files stored and applications installed in the services do not enable misuse of the services, pose an information security risk or contravene good programming practice, and that they operate without errors.

The customer must reimburse the costs caused by insecure or incorrect use of the service and compensate any third party for damage caused.

The customer is responsible for having sufficiently frequent backups of their websites, databases, emails and other data stored in the service provider's services. The customer must arrange full-value insurance for any of their property placed in the service provider's custody.

The customer must keep their contact and billing details up to date in all systems made available to them by the service provider, such as the control panel and customer system, and notify the service provider of changes in writing by letter or electronically. The customer must ensure that the details they provide are correct and check them at least once a year.

Unless otherwise agreed, the email address recorded in the customer system is the customer's primary email address, to which notices concerning the agreement and the service are sent.

The customer accepts that the contact details provided to the service provider may be used to make changes to the customer's orders, services and billing.

The customer accepts that overdue payments left unpaid to the service provider, directly or indirectly, by the customer, the customer's beneficiary or the customer's contact person may result in suspension of the services provided to the customer.

The customer is responsible for restricting use of their websites and ordering service content with adequate features.

2.2 General rights and obligations of the service provider

The service provider takes care of the settings necessary for the normal operation of the service, unless otherwise separately agreed in writing with the customer or specified in the service description.

The service provider is responsible for the service level agreed with the customer.

The service provider must ensure the secure processing of information in its possession.

The service provider is not required to find correct or alternative contact or billing details to replace incorrect details supplied by the customer.

3. Service content and use

3.1 Service level and on-call support

The service provider does not guarantee completely disruption-free or uninterrupted operation of the service.

Service descriptions or a separate agreement with the customer may extend the content or level of the service.

The service provider does not guarantee that its services can be used with all data networks or information systems.

Data networks or systems outside the service provider's control may partly or wholly prevent service use.

3.2 Customer service

The service provider guarantees that customer service messages are answered, on average over each calendar month, by the end of the next working day.

The customer service level under this agreement does not cover questions, problems or incidents outside the scope of the service ordered.

3.3 Web hosting services

3.3.1 Service content

The service is intended to make a defined, limited amount of content available on the internet. It is not intended for data storage or for processing data unrelated to the service's actual purpose.

The service is supplied at least to the extent required for the operation of the most common freely available web applications. The email service is supplied at least to the extent required to receive and send email.

The web hosting service includes a WWW service (HTTP/HTTPS), a database service (SQL), a file transfer service (SFTP) and an email service (IMAP/SMTP).

3.3.2 Service level

By its nature, the service includes temporary uptime interruptions of under five (5) minutes and periods of above-normal response times of under one (1) hour, which may result, for example, from brief network disruptions.

The service is considered free from defects as a whole if its uptime is at least 99 % of the calendar month.

Individual interruptions lasting less than five (5) minutes are disregarded when calculating uptime.

The service provider guarantees round-the-clock on-call support for serious technical web hosting problems.

For reports of serious technical web hosting problems, the service provider guarantees an incident response time of less than one (1) hour.

3.4 Servers

3.4.1 Service content

The service is supplied in accordance with the agreement, at least to the extent required for the server hardware to function and for the operating system to be used (SSH).

3.4.2 Service level

By its nature, the service includes temporary uptime interruptions of under five (5) minutes and periods of above-normal response times of under one (1) hour, which may result, for example, from brief network disruptions.

The service is considered free from defects as a whole if its uptime is at least 99 % of the calendar month.

Individual interruptions lasting less than five (5) minutes are disregarded when calculating uptime.

For reports of serious technical problems with servers, the service provider guarantees the incident response time separately agreed in the maintenance agreement.

3.5 Domain names

3.5.1 Service content

The service provider registers the domain name ordered by the customer through third-party registration services.

The service provider is the customer's authorised representative and administrator for the domain names ordered.

The domain name is registered using the information supplied by the customer, who is responsible for its accuracy.

The customer is responsible for providing the information required to transfer the domain name.

The customer must read and accept the separate terms and conditions of the domain name registries.

The customer is responsible for ensuring that they have the right to use the domain name to be registered.

The customer's right to the domain name is conditional on all service-related fees having been paid and all contractual obligations having been fulfilled. The service provider is not responsible for the success of domain name registration, transfer, maintenance of validity or restoration, or for price changes beyond its control, such as changes to domain name registries' price lists. Restoration of an expired domain name is charged according to the price list in force.

3.5.2 Service level

Domain name services are guaranteed to operate under the terms of the respective domain name registry.

3.6 External services

The service level of external services ordered through the service provider is determined by the terms of each service.

The service provider is not responsible for the continuity, absence of defects, content or fitness for a particular purpose of external services.

4. Service delivery

4.1 Delivery of the service and delivery prerequisites

The service provider supplies the customer with the credentials, domain names and other information required to use the ordered service, and provides and maintains the service in accordance with the agreement.

Processing of the order begins no later than the next working day following receipt of the order.

The service provider provides the service in the manner it considers best, as agreed by the parties in the agreement. The quality and features of the service are set out in the service descriptions and/or the terms and conditions.

The service provider delivers the service within seven (7) days of receiving the order and the corresponding payment, provided that the other delivery prerequisites are also met.

The service provider may refrain from processing an order if the customer has not supplied the information required when ordering, or if the information supplied contains errors or omissions.

The service provider may also refrain from processing and fulfilling an order if the customer, the customer's beneficiary or the customer's contact person has overdue payments to the service provider, directly or indirectly.

The service provider is not responsible for delays or interruptions in service delivery if they arise from a cause beyond its control.

4.2 Suspension and modification of service delivery

The service provider may block use that breaches the agreement without separate notice. The service provider is not liable for damage caused by the blocking.

The service provider may delete data stored by the customer in the service without separate notice if the data breaches the agreement, causes harm or is liable to cause harm to the service or third parties.

The service provider may refuse to release or transfer the customer's domain name or other credentials required to use or manage the service if the customer has not paid the contractual fees or fulfilled other contractual obligations towards the service provider.

The service provider may suspend delivery of the service or change its quality by separate notice if the customer's use of the service, network traffic generated by the customer, disk space used by the customer, or server or other load deviates from what is considered normal use or from the service content. If use of the service deviates significantly from what is considered normal use, the service provider may suspend delivery or change the quality of the service without separate notice.

If the customer, the customer's beneficiary or the customer's contact person has not, directly or indirectly, paid contractual fees or costs arising from non-payment, or fulfilled other obligations under this agreement, the service provider may suspend delivery or change the quality of all services ordered, directly or indirectly, by the customer, the customer's beneficiary or the customer's contact person.

Delivery of a suspended service resumes within 72 hours of a separate request from the customer, provided that the customer has fulfilled their contractual obligations.

The service provider may resume delivery of a suspended service without separate notice or a request from the customer, provided that the customer has fulfilled their contractual obligations and has not expressly prohibited the service provider from reactivating the service.

The service provider may charge the normal contractual service fees for reconnection of the service and for the period of suspension.

Use of the service may be restricted without separate notice due to technical limitations of the service or reasons arising from the technical implementation of information security.

5. Duration and validity of the agreement

5.1 Duration of the agreement

The agreement remains in force until further notice. At the end of each contract period, it automatically continues for a new contract period equal to the billing period, unless otherwise separately agreed between the customer and the service provider.

5.2 Termination on notice

Notice of termination must be given in writing by letter or electronically no later than one (1) month before the end of the contract period. The service provider confirms the termination within 14 days of receiving the notice.

The agreement may be terminated at the end of the current contract period if notice is given within the required time before that period ends. Otherwise, termination takes effect at the end of the following contract period.

5.3 Termination with immediate effect

The service provider may terminate the agreement immediately without separate notice if the customer has repeatedly failed to pay contractual fees or fulfil other contractual obligations, and the failure causes or may cause damage.

The service provider may terminate the agreement immediately without separate notice if the customer's use of the service, network traffic generated by the customer, disk space used by the customer, or server or other load repeatedly deviates significantly from what is considered normal use or from the service content.

The service provider may also terminate the agreement with immediate effect once 28 days have elapsed since service delivery was suspended and the service has remained suspended for a reason specified in clause 4.2.

5.4 Withdrawal from the agreement

A consumer customer may withdraw from their order for a web hosting service within 14 days of placing the order. The above right of withdrawal does not apply to other services.

6. Limitation of liability

The service provider is not responsible for the preservation of data stored in the service.

Under no circumstances does the service provider guarantee the content or functionality of value-added services under these terms.

The service provider is liable only for damage resulting from its own intentional or negligent conduct. The service provider's liability for damages and credits under these terms is limited in total to an amount equivalent to no more than one (1) year's service fee for the defective service.

Under no circumstances will the service provider compensate for indirect damage, damage arising from causes beyond its control, damage to assets, unforeseeable or unexpected damage, or damage caused by force majeure.

Under no circumstances will the service provider compensate for business or other economic value associated with the services; the value of the services is deemed to be no more than one (1) year's service fee.

Any claim for damages or a credit must be made to the service provider within one (1) month of notifying the service provider of the defect on which the claim for damages is based.

7. Fees and prices

7.1 Price lists

The current price lists are available on the service provider's website at suncomet.fi/hinnasto address.

7.2 General provisions on fees and payment

The customer must pay the agreed service fees and the fees under the price list in force at the time, in accordance with the contract period.

The invoice specifies the details to be used for payment, which must be transmitted unchanged to the service provider with the payment. Payment must be made to the account stated on the invoice or by another method stated on it. Payment must include the invoice reference number so that it is transmitted to the service provider. The invoice must be paid in a single payment using one payment method. Payment in instalments must be agreed separately with the service provider. The invoice must be paid by its due date.

Incorrect payments are payments that do not match the invoice details and payments in connection with which other contractual payment terms have not been complied with. The service provider may charge the costs caused by incorrect payments, subject to a minimum charge of 10 euros.

The service provider may charge a handling and verification fee of 10 euros for processing and checking an order if the information supplied in the order is incorrect.

Reactivation of a suspended service is charged according to the price list in force.

Invoices are sent to the billing email address provided by the customer, unless otherwise agreed between the customer and the service provider. If no separate billing email address has been provided, the invoice is sent to the primary email address recorded in the customer system.

If the email address provided by the customer is not working when the invoice is sent, the service provider may send the invoice by letter to the postal address provided by the customer and charge an invoicing surcharge according to the price list.

7.3 Period for invoice objections

Consumer customers have at least 14 days from the invoice due date to object to the invoice. The corresponding period for business customers is seven (7) days from the invoice due date.

7.4 Charges in the event of a breach of contract

The service provider may charge the costs of investigating breaches of contract, subject to a minimum charge of 60 euros.

The service provider may charge for use exceeding the agreement according to the price list, for a minimum period of one (1) month.

The party causing damage must also reimburse, in accordance with this agreement, the costs it has caused through its breach of contract.

7.5 Refunds and credits

Service fees for a contract period may be refunded when the agreement ends during that period, if this has been agreed with the customer or specified in the service description.

Service fees are refunded only to the extent that the service has not been delivered. Fees charged for domain name registration or renewal are not refunded.

The service provider is not required to refund a domain name registration or service fee if the competent registration authority rejects or cancels the registration for breaching the rules governing domain names.

Nor is the service provider required to refund a domain name registration or service fee if registration, transfer or renewal fails as a result of the customer's failure to fulfil their obligations.

No refund is made if the customer withdraws from or terminates the domain name agreement during a contract period.

The service provider must grant a credit for each defect in the service under these terms, provided that the defect has been reported to the service provider as required by this agreement.

The credit is limited to the proportion of the service fee corresponding to the defect, unless otherwise separately agreed. As specified in clause 6, the service provider's total liability for credits and damages is limited to no more than one (1) year's service fee for the defective service.

Credits and excess payments are automatically added to the customer's account balance and used to pay subsequent invoices, unless the payer requests a refund to a bank account they specify.

The service provider undertakes to pass on to the customer any credits received from third parties for delays or interruptions.

If funds have to be refunded, the service provider may charge the costs of the bank transfer, subject to a minimum charge of 10 euros.

The service provider may deduct the above costs directly from the amount to be refunded.

8. Changes and notification of changes

The service provider reserves the right to change prices and contractual terms.

During a contract period, the service provider may change fees, their calculation methods, contractual terms and service content to the customer's disadvantage if the change is due to legislation, a decision by an authority or a material change in circumstances.

The service provider may also increase fees once a year at the start of a new contract period by up to five (5) per cent or, if the annual change in the Consumer Price Index published by Statistics Finland is higher, by an amount corresponding to that annual change.

If a change is material, the service provider must give notice of it on its website and to the primary email address recorded in the customer system no later than one (1) month before it takes effect.

No separate notice is given of domain name price changes resulting from a price change by a domain name registry. Current domain name prices are available at suncomet.fi/hinnasto address.

Notice of material technical changes is sent to the primary email address recorded in the control panel.

If a change is based on a change in legislation or a decision by an authority, the service provider may implement it from the date on which the legislative change or decision has taken or takes effect.

If a change is based on an information security threat and measures to counter it, the service provider may implement it from the date on which it became aware of the threat.

If a change takes effect during a contract period, the customer may terminate the agreement for the affected service with immediate effect within one (1) month of learning of the change, but no later than three (3) months after it takes effect. In other cases, the normal notice period applies.

The customer has no right to terminate with immediate effect due to a change if the change is minor, does not affect the essential content of the agreement and is not to the customer's disadvantage, or if the change is based on a change in legislation or a decision by an authority.

9. Processing of personal data

The customer accepts that the service provider processes the customer's personal data as described in the privacy statement and for the performance of the agreement. The privacy statement is available at suncomet.fi/tietosuoja address.

10. Entry into force of the agreement

These terms apply from 1 October 2026. They remain in force until further notice.