

Terms of Service - 20.10.2012

1. Provision of service

FlokiNET ehf, hereinafter FlokiNET, shall provide the services to Client as set out in appendix to this Agreement.

These Terms are governed by Icelandic law. Disputes arising from these Terms shall be brought before the Reykjavík District Court.

2. Term

This Agreement is valid from the date FlokiNET receives the order from the Customer and payment outlined in the Agreement.

The agreement applies then with 1 month mutual notice.

Cancellation of service shall be sent in writing to FlokiNET.

Signed contract is either a mail with a placed order along with the payment that confirms the order, or a signed contract along with the payment to confirm the order.

3. Changes

FlokiNET have no right to without prior notification to the Customer perform changes to the Service or this Agreement. When changes which significantly affect the function or content of the service, the Customer shall be given the opportunity to prematurely break the contract without any charges.

The changes will be affect one month after notice.

4. Disclaimers and Warranties

We are not liable for any property, equipment, software, consequential, incidental, punitive, or other damages, under any circumstances.

The rate for Our service is based, in part, upon Your waiver of such damages and You freely acknowledge and consent to this limitation on Your remedies. Our maximum liability arising out of or related to this agreement will not exceed the total amount of fees billed to You during the three months preceding the claimed breach.

Payments are only done via bank transfer.

5. Privacy

FlokiNET shall keep confidential and not disclose information regarding the Customer except where this required by Icelandic law or is pre-approved by the Customer. Customer data will be always stored and transfered encrypted. Communication between our staff will be always secured and encrypted. Details about secure and encrypted customer datastorage and communication of our company staff could be found in our Security Paper.

6. Billing Procedures

Overdue Payments: All payments will be net 20 days. If payment is not received by the due date, the balance will be forwarded to the next invoice, which will be sent on the last business day of the subsequent month and the service will be suspended. Your service will be temporarily disabled and Your equipment will be secured. You will be re-sent Your invoice along with a notice stating that Your payment is more than 20 days overdue and You must make a payment now to have Your service reinstated.

If no payment is received in three months, full ownership of Your equipment is released to FlokiNET.

All payments are nonrefundable, but could be placed as Account Credit.

Shared Webspaces could be held for maximum three months on request. The account will be temporarily disabled and no fees will be charged.

This request has to be done one week before next due date.

7. Dispute

Disputes concerning the interpretation or application of this Agreement shall be settled in the Icelandic court in accordance with Icelandic law, with the Reykjavík District Court as first instance.

A. Special terms and conditions

The Customer is responsible for the usage of the service and information made available through it.

You will engage only in lawful activities (according to Icelandic law and from housed servers country laws);

You will not engage in any activity, nor permit others to use Your equipment, to engage in actions that will limit, prevent, or interfere with the rights or lawful access of any other user of the Internet, or any computer system accessible through the Internet.

You will not engage in any activity, nor permit others to use Your equipment, to engage in actions that will result in the unauthorized access to the computers, data, or networks of others.

Your equipment and components must be of reasonable quality and assembled, configured, and wired appropriately to assure it can be operated safely.

Any equipment deemed by Us, in Our sole discretion, to be inadequate or unsafe will be removed from Our network.

FlokiNET is entitled to after a warning terminate this Agreement or limit the service, if the customer's use of the Service causes considerable economic damage to FlokiNET.

FlokiNET has the right to temporarily restrict the service if necessary to ensure the function of other customers.

FlokiNET is not authorized to monitor customer traffic through or use of the Service other than for statistics or management of the service function.

FlokiNET has the right to terminate the service without prior warning, if: the service is used to send or otherwise use the Network for unsolicited or prohibited advertising or other content through electronic mail, instant messaging, voice over IP, and/or inappropriate Usenet postings, all commonly referred to as SPAM, UBE or UCE.

B. Special terms and conditions for Web service

Sites with more than 500 concurrent visitors is not allowed. If a customer has a site that requires more than the allowed concurrent visitors, then they are recommended to purchase a dedicated server or any of our vps.

If FlokiNET determines that a customer's account is utilizing an unacceptable amount of system resources,

we may temporarily deactivate the account in question. If we deem it necessary,

an eviction notice may be sent to the customer of an offending account providing them with five (5) days in which to locate a new provider. This only occurs in extreme cases. Customers are not permitted to run programs in the background on shared hosting servers. This tends to use a lot of system resources, and can impair service to other customers on that server.

User is ultimately responsible for the backup of their information. While FlokiNET is backed up by various processes, the availability of such data is also not guaranteed to be available.

However, the backup processes are very rigorous.
FlokiNET is not responsible for any kind of data loss.

C. Special terms and conditions for Mail service

The service is not to be used to send mass mailings (regardless if it's SPAM or not).

User is ultimately responsible for the backup of their information. While FlokiNET is backed up by various processes, the availability of such data is also not guaranteed to be available. However, the backup processes are very rigorous.

FlokiNET is not responsible for any kind of data loss.

Using SPAM to advertise a site hosted on FlokiNET network also constitutes as a violation of this provision.

D. Special terms and conditions for locations:

IRC (Internet Relay Chat)

We do not allow IRC or IRC bots to be operated for illegal usage like botnets etc. Any account found to be in violation of this provision will be immediately suspended and/or deactivated and no refund will be issued.

Adult content is not allowed on Icelandic Network.

E. User-Account:

We do not allow multi account using on our support and billing system

If the customers account has been hacked only the customer is responsible for his account ore any kind of data loss.

If the customer could not be verify his personal data to remain access to his account, the account will be closed for security reasons.