

# Web Hosting Terms Of Service

The Service that is subject to the following agreement is provided by Atelier Hosting, which is 100% owned by Atelier Helsinki, a trading name for Varsani Photography & Design and a company registered in Finland, registration No. 22798156. Atelier Hosting and Atelier Helsinki will be referred to as Atelier Hosting for the sake of brevity in this document.

As a Customer of our Services, you need to be aware that, when signing up for an account with Atelier Hosting, you accept and agree to abide by our Web Hosting Terms of Service (this document) and our Acceptable Use Policy (AUP). The Order Form completion of the Service represents the electronic signing of these two documents.

As a Customer of our Services, you understand and agree also that it is beyond the power of Atelier Hosting to restrict any public access to the data that you position on our servers and guarantee the security of your files. In this respect, you accept that it is your obligation to protect all the information that you make available to the wide internet public through our web hosting network and assume all responsibility for unveiling online personal data that could be abused.

## 1. ENTIRE AGREEMENT; SERVICE AGREEMENT

These Web Hosting Terms of Service, together with our Acceptable Use Policy, constitute the whole act of convention between You - the Customer, and Atelier Hosting. Atelier Hosting shall provide its Services to You under the Terms and Conditions explicated in this Service Agreement. The Agreement is intended to clarify all aspects, rules and provisions of the business relationship between You - the Customer, and Atelier Hosting. It is also intended to keep the integrity of this relationship and protect both parties from liability. This Service Agreement will be enforced, if/when necessary, in order to be guaranteed the speed, power, performance, and reliability of our services.

In the event that a court of competent jurisdiction declares any of the Agreement's provisions invalid, unenforceable, or void, the remaining provisions will entirely preserve their validity. Customer's side of the Agreement can be presented by any of the following parties: an individual over 18 years of age; a legal entity, such as a corporation, a limited liability company, etc. If a person represents the Customer, for some reason, he/or she must be legally authorised to act on his behalf, thus accepting, executing and delivering the Agreement.

This agreement shall be interpreted in consistence with the laws of Finland, and shall serve to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

## 2. ATELIER HOSTING SERVICES

A web hosting service is a type of Internet service that offers individuals and organisations/companies the resources to host their own web sites and store information, images, video, and other content accessible via the World Wide Web. A Storage Service Provider (SSP) is a company that provides computer storage space and related management services. SSPs offer also periodic backup and archiving.

Atelier Hosting offers only web hosting services, not data storage services. A web hosting service consists of the following:

### SERVICE FEATURES

- 2.1. **Disk Space** - We use a clustered storage technology. This means that the storage resources of a hosting plan purchased from us are not confined to a single server, but are distributed between multiple machines. This way optimal performance is guaranteed and higher server stability. It also ensures that you will be able to avail of all the storage quota that has been assigned to your particular account. Additional disk space is available as an upgrade option. Payment is accepted only in advance per year. Contact sales for more information.
- 2.2. **Traffic** - Each hosting plan includes prepaid monthly traffic in Megabytes. This traffic quota is shared between all sites hosted in a single account. In case that a hosting account exceeds its allowed traffic quota, it will be suspended until the beginning of next month when the quota will refresh automatically. Additional traffic is available as upgrade. Contact sales for more information.
- 2.3. **Hosted Domains** - Atelier Hosting's hosting plans include domain hosting. Each hosting plan allows a particular number of domains that can be hosted.
- 2.4. **Domain Registration/Transfer** - available at regular or a discounted price (depending on the chosen TLD) with the purchasing of a web hosting account. Each account can host a maximum of one discounted domain name. Domain registrations are final and are not subject to refund.
- 2.5. **E-mail accounts** - different number of e-mail accounts are available for setup with each web hosting plan.
- 2.6. **Maria DB Database(s)** - Maria DB databases are included in all web hosting plans. Additional databases are available as upgrade. Contact sales for more information.
- 2.7. **Database Storage** - Atelier Hosting offers mysql database storage for each hosting account. However, accounts with very large single databases can affect the overall server performance. Thus, we recommend that each database is kept under 200 MB in size. For accounts with databases over 500 MB in size, Atelier Hosting may

request that the number of total database usage be reduced to ensure proper performance or may terminate the Subscriber's account, with or without notice.

- 2.8. **IP Address** - Atelier Hosting hosting accounts do not include IP addresses. For many customers IP addresses are important for starting SSL hosts, that's why we allow the purchasing of IP addresses. Payment is accepted only in advance per year. Contact sales for more information.
- 2.9. **SSH** - In case your hosting account does not include SSH, please contact sales department for more information on how to obtain it. Payment is accepted only in advance per year.
- 2.10. **ID Protection** - This service ensures that your private contact information will not be visible in the domain's WHOIS details. Optional for all hosting plans, but available only with certain TLDs, supporting this option.

## SERVICE PAYMENT

- 3. When signing up for an account with Atelier Hosting, the Customer agrees to pay for the period of half yearly 6 month intervals and abide by our Order Verification Policy. Our Sales Department will strictly scrutinise each account order and carefully processes each payment in order to ensure that no fraudulent user can take advantage of our web hosting system. In cases of PayPal and American Express credit card payments, a 12-month recurring billing cycle will apply for customer convenience. In case that a customer wants to cancel their recurring contract, they can do so from the Recurring Manager section of their Web Hosting Control Panel.

Atelier Hosting will charge customers with fees based on the fee structure of our web hosting system at the time of the sign-up process. Atelier Hosting reserves the right to introduce price changes to the packages when needed. This means that the current price list at our web store may differ from the pricing of your web hosting account.

Each customer of ours will be able to take advantage of the package he/she has purchased at the introductory price levels, and with one and the same set of features in the course of the whole contract period. Atelier Hosting reserves the right to introduce certain changes to the packages (in the form of complementary services) to the benefit of the customers.

- 3.1. Interest for late payments will be governed by the Finnish Interest Act 1982. Penalty interest rate is this rate, officially quoted for the six-month period preceding the current calendar year, plus seven (7) percentage points. Currently it's 8.5% in 2020.

## SERVICE GUARANTEES

- 4. Atelier Hosting guarantees 99.9% network uptime and server stability. This, however, does not refer to problems stemming from:
  - 4.1. Server Hardware Breakdown;
    - 4.1.1. User error(s) or purposeful interruption(s) of the user service (e.g. if the client shuts his/her own server down, Atelier Hosting is not responsible for the downtime);
    - 4.1.2. Failure due to software that is not explicitly supported by Atelier Hosting. If a hardware crash provoked by the customer consequently occurs, Atelier Hosting is beyond the control and responsibility for the resulting downtime.

## 5. ACCOUNT/DATA BACKUP

Our backup service is provided as a courtesy to you, and, therefore, Atelier Hosting will be in no way held responsible for the files stored in your account. You, as a customer, agree to take full responsibility for all the files in your account and to maintain an appropriate backup of the data stored on our servers. We will back up the files located in the /www folder of your account, as well as the databases you have created. Backups are only kept for a period of 7 days. After this period, a backup cannot be restored.

### 5.1. General Backup

- 5.1.1. The default available backup disk storage space for each customer is 5 GB. User accounts with content over 5 GB cannot be (partially or entirely) backed up. Additional space for backup purposes is available under our Upgrade section in the Control Panel. We provide backup services only to accounts with disk space usage below the purchased backup quota limit. For example, if the purchased data backup quota amounts to 20 GB, we will back up your files as long as your account's disk usage does not exceed the 20 GB quota limit. As soon as this 20 GB quota limit has been reached - the backup script will no longer back up any of your files.

### 5.2. Database Backup

- 5.2.1. Our database backup script WILL NOT back up databases, which contain more than 256 tables. Databases bigger than that take too much time and use too much of the server's resources to be backed up. We can provide a more bespoke solution for very large databases. Please contact sales for more information.

## 6. SERVICE ACTIVATION AND CONTINUANCE TIMESCALE

### 6.1. SERVICE ACTIVATION

For newly signed up clients - the services are activated immediately after our Sales Department gets in touch with the customer over the phone to verify the payment details (this is required due to the high fraud activity spreading online, and in order to be prevented fraudulent orders). The payment verification procedure is obligatory and if we fail to approve a transaction within 48 hours of the payment submission, the funds will be credited back to the payer and the order will be cancelled.

For existing customers - the services for existing customers, including upgrade services and renewals, are activated immediately after our Sales Department receives the according service payment.

### 6.2. CONTINUANCE TIMESCALES

Web Hosting Accounts - all newly-created hosting accounts with Atelier Hosting are valid for 1 year. They can be regularly renewed for another year that is added to the official expiration date of the account. All account upgrades purchased from the Web Hosting Control Panel are valid and are to be functional till the final expiration date of the respective web hosting account.

Domain Name Registration/Transfer - Atelier Hosting offers for registration/transfer all TLDs (Top-Level Domains) displayed in the table below. The TLDs can be purchased either together with a shared hosting account (at regular or PROMOTIONAL price) or separately as an upgrade from the Web Hosting Control Panel (all TLDs - at NON-PROMOTIONAL prices). The table below displays the minimum and maximum registration period, as well as the annual NON-PROMOTIONAL price of each TLD:

#### 6.2.1. FREE DOMAIN NAME PROMOTION

Atelier Hosting occasionally runs promotions offering FREE domain names to customers signing up for a new web hosting account. This special offer is valid only with our PROMOTIONAL TLDs. However, in case that the money-back guarantee option is used, the domain name must be paid €9.95 per year per domain name). The domain name owner will have access to a domain management account, and will be able to transfer the domain name to another registrar.

## 7. SERVICE EXPIRATION AND RENEWAL HOSTING SERVICE

- 7.1. The hosting service is active for one year (365 days). After the expiration of that period, the account will be automatically suspended and will remain suspended until the Customer renews it by paying its annual subscription fee. In case that the Customer does not renew his/her hosting account, it will remain BLOCKED. The account data will be kept for two months, after that it will be permanently deleted.

E-mail notifications regarding each account's expiration are dispatched twice - 14 days and 7 days prior to the expiration date of the account. In order to receive the notifications, the Customer must provide a valid e-mail address. Atelier Hosting ensures that the e-mails are sent and takes no responsibility for e-mails that are not delivered due to problems with the recipient's e-mail address.

## 8. DOMAIN NAMES

- 8.1. Domain names are valid for the number of years of their registration (domain names can be registered for the period of 1 to 10 years, depending on their TLD - top-level domain name - extension). After an expiration of a domain name several stages follow regarding its renewal.
- 8.2. The domain name Redemption Grace Period (RGP) is a registry level period that starts about 30 days after the domain name's expiration date. During this period the domain name is kept on hold by the Registrar before it gets deleted. The domain registrant is allowed to retrieve the domain name from deletion, but this process costs additional redemption fee. The RGP fee depends on the given TLD and on the registrar through which it is registered as follows:
- 8.3. The RGP period extends the time available for renewing domain names. However, any web site or e-mail services associated with the domain name will stop working and the domains that enter a redemption period may be removed from the zone files (the list of domain names currently in the global DNS).
- 8.4. Extended Redemption Grace Period - the extended redemption grace period adds another 7 - 30 days to the domain name's redemption period. During this period the domain name owner is allowed to retrieve the domain name from deletion by contacting the domain's registrar.
- 8.5. After the redemption period of an expired domain name is finished, comes the Pending Delete Period - a registry level period of up to 5 days during which no one is allowed to renew the domain name and it cannot be newly registered because it's still not returned to the public pool of domain names.
- 8.6. Released by Registry Period - the domain name is sent back into the public pool of domain names and is newly available for registration.

- 8.7. Customers are advised to renew their domain registrations before their domain names are placed into redemption. When a domain name transits in redemption period, we are not able any more to prevent its zone files from being removed from the DNS system, and the customer's web site and any associated services will stop working.

During a domain name's redemption period, we can assist the customer in retrieving his/her domain name from deletion only if the domain name was registered with us. The customer will need to pay a REDEMPTION FEE of €270.00 EUR for the domain registration renewal (the redemption fee is imposed by our Registrar). If the domain name was registered with another registrar, the customer needs to contact that registrar for more information regarding its retrieving.

## 9. CUSTOMER RESPONSIBILITIES, ACCOUNT REGISTRATION AND MANAGEMENT

- 9.1. In consideration of their use of the Service, customers agree to:

- 9.1.1. Provide true, accurate, current and complete information about themselves as prompted by the registration form of the Service. Maintain and promptly update their registration data to keep it true, accurate, current and complete. If the customer provides any information that is untrue, inaccurate, not current or incomplete, or Atelier Hosting has reasonable grounds (at its sole discretion) to suspect that such information is untrue, inaccurate, not current or incomplete, Atelier Hosting has the right to suspend or terminate the customer's account and refuse any and all current or future use of the Service (or any portion thereof). If untrue details are used in order to avoid VAT the customer can be held responsible by the respective national tax collecting agency.
- 9.1.2. When introducing any changes to their contact details, customers are obliged to notify Atelier Hosting in the course of 10 business days after the changes become valid. The introduction of changes should be done online through the customers' Web Hosting Control Panel, not via e-mail. This requirement is also in force for Atelier Hosting, i.e. customers will be always aware of any contact information changes that the company places within its website. This way, flawless communication between both sides is guaranteed.
- 9.1.3. Customers will receive a password and account designation upon completing of the registration process of the Service. Customers are responsible for keeping the confidentiality of their passwords and accounts, and are fully responsible for all activities that occur under that password or account.
- 9.1.3.1. Customers agree to:
- 9.1.3.1.1. a) immediately notify Atelier Hosting about any unauthorised use of their password or account or any other breach of security;
- 9.1.3.1.2. b) ensure that they safely exit (log out from) their account at the end of each session. Atelier Hosting cannot and will not be liable for any loss or damage of account information arising from Customer's failure to comply with this provision.
- 9.1.4. If a hosting account is registered with details different than those of the person who paid for the account, and in the case of any dispute, Atelier Hosting will take the side of the person who paid for the account and shall not provide access to any other person, since - a hosting account owner is and will be considered to be the credit card /PayPal account holder.
- 9.1.5. If the hosting account owner deceased prior to the expiration of his/her account Atelier Hosting will require death certificate or any other legal document that can provide an official evidence for that fact. Those who supply that information will be held legally responsible if the information is false or incorrect. Once such documents are obtained, Atelier Hosting will be the sole arbiter in assessing whether the documents are authentic or not. A record of the obtained documents will be kept until the expiration of the hosting account.

## 10. ACCOUNT USAGE

- 10.1. CPU usage (or usage of the Central Processing Unit(s) of the web server the customer's account is hosted on) - The CPU usage is subject to some regulations. Each hosting account can use up to 10% of the CPU power for no longer than 180 seconds at any given time, and/or the percentage given per 24 hours in the features configuration of the Customer's plan. Atelier Hosting's web hosting plans include the following CPU quotas (per 24 hours):
- 10.2. Atelier Hosting strongly recommends that customers be very judicious when using the CPU power for their accounts. We reserve the right to block files or scripts that excessively use CPU. We may suspend also the Customer account in the case of registered impact on other accounts on the server or disturbance caused to its functioning. If we do block or suspend an account, then its owner will be notified of the situation and given an explanation, and/or offered to upgrade to a dedicated or a semi-dedicated web hosting solution
- 10.3. **E-mails**
- 10.3.1. Users are NOT allowed to send more than 150 emails per day / 150 email per hour per hosting account (each email can be sent to maximum 20 recipients, as each unique recipient will be counted as one message sent). When sending emails via a Mailing List, users are NOT allowed to send more than 1500

emails per day per account (or 1 email to 1500 subscribers, respectively). Each web hosting account is entitled to 2 GB e-mail storage, which is shared between all mailboxes, created for this account.

#### 10.4. Disk Space & Traffic

- 10.4.1. Atelier Hosting offers generous amounts of disk space and network bandwidth. Customers must not allow other websites or hosting servers to link to files stored in their hosting accounts, and thus steal network traffic. In order to escape unjust distribution of the resources, as well as possible sharing of illegal content, Customers are not allowed to use their hosting accounts as a remote storage server only or solely for the purpose of sharing (un)archived images, programs or sound files. At least 80% of all files and/or total megabytes used (including MP3, WAV, RA, GIF, JPG, ZIP, RAR, but not limited to these file types) in each hosting account must be a part of actual, active website(s) content, i.e. all content files must have corresponding HTML or PHP files that link to them. Audio, graphics and/or video files must be under 25% of the current web hosting disk usage and must never exceed 50 GB in size. Furthermore, such media files may amount to no more than 50% of the customer's total monthly traffic usage. Upon a support ticket request by our customer care team, each Customer must be able to prove that a given file is a constituent part of an actual page and not only stored on the server within 24 hours of the request. If the client fails to react within 24 hours after the request and does not remove the file/files in question, or if the apportioned traffic quota continues to be used for such purposes, the Provider reserves the right to suspend the account and/or to remove the aforesaid content from the server. In such cases, refunds are not applicable and the money-back guarantee is no longer valid.

#### 10.5. MySQL usage

- 10.5.1. Each database hosted in our system can be used only by the user who created it. Another user, whose account is hosted on the same or on another server, cannot use the database created in the first-mentioned customer account. The MySQL database has a limit of 45,000 queries per hour. If you have reached 45,000 queries per a given hour, you will not be able to make any more queries. In the next hour you will have access to the database again and the counter will be reset. You can make a maximum of 15 simultaneous connections to a MySQL database.

#### 10.6. Access and error logs

- 10.6.1. The access and error logs for all client's hosts in one account should not exceed 500 MB in total.

### 11. SERVER USAGE & HOSTED CONTENT

- 11.1. Server content MUST comply with the parameters stated in this TOS and our AUP (Acceptable Use Policy). Web content requirements exclude the publication of illegal content or content considered inappropriate otherwise. If any of Atelier Hosting Services are used for the illegal purpose of SPAM or UCE, then they will be terminated instantaneously. Atelier Hosting expressly bans the use of any Atelier Hosting hardware or software hosted on a Atelier Hosting server for trying to illegally access another hosted machine or network. For more detailed information regarding all prohibited uses of our server network, please closely review next chapter of these Terms and our AUP (Acceptable Use Policy). If you still have inquiries over the matter, feel free to contact a Atelier Hosting Service representative.
- 11.2. Using Atelier Hosting temporary URL is not defined as bandwidth stealing. However customers should not rely on Atelier Hosting temporary URL as a basic URL. Traffic processing there is not recommendable. Atelier Hosting cannot and will not be held responsible for changing it afterwards. Customers are advised to use it temporarily and redirect their traffic to their own domains.

### 12. NO UNLAWFUL OR PROHIBITED USE

- 12.1. As a condition for customer use of Atelier Hosting Services, You - the Customer, agree that you will not use Atelier Hosting Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices, and/or our Acceptable Use Policy (AUP). Atelier Hosting servers can be used explicitly and only for legal purposes, and each attempt for taking indecent advantage of the servers, inconsistent with the rules, will be immediately counteracted.
- 12.2. Customers are solely responsible for the content of their messages. Using Atelier Hosting Services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or other) is prohibited.

In this light, Atelier Hosting expressly forbids any breach of Federal, State, National or Local regulation, including, but not limited to, the transmission of: copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. Atelier Hosting servers CANNOT be used for the propagation, distribution, housing, processing, storing, or handling in any way of lewd, obscene, adult or pornographic material, or any other material which is considered impermissible by the company's Terms of Service (this document) and Acceptable Use Policy (AUP). Customers may not attempt to gain unauthorised access to any Atelier Hosting Services, other accounts, computer systems or networks connected to any Atelier Hosting Services, through hacking, password mining or other means. Customers may not obtain or attempt to obtain any materials or information through any means not intentionally made available by Atelier Hosting Services.

- 12.3. Atelier Hosting's management will thoroughly scrutinise all received orders and decide, to their own discretion, which of them do not comply with the officially stated requirements for use of the company servers. Atelier Hosting

reserves the right to refuse service to unlawful parties. Atelier Hosting reserves the right at all times to disclose any information, as Atelier Hosting deems necessary, to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the sole discretion of Atelier Hosting.

### 13. E-COMMERCE CUSTOMER WEBSITES

- 13.1. When buying an allocated space on Atelier Hosting servers for the purpose of creating online stores or related e-commerce activities websites, customers agree to be fully responsible for the development, operation and maintenance of their web sites, online stores and e-commerce activities within that website. The Customer is the only one in charge of approving, processing and filling clients' orders and taking care of clients' requests or complaints. The Customer is also the only one in charge of the payment or satisfaction of any and all taxes related to his/her web site and online store. The Customer bears the responsibility for ensuring the security and confidentiality of any customer data (including, without limitation, customer credit card numbers) that he/she may receive in connection with his/her web site or online store. Each customer is in charge of all products and services, as well as all contents and materials appearing online on his/her e-commerce website, including:
  - 13.2. the accuracy and relevance of Customer Content, and content and material showcased in the Customer store or on its products;
  - 13.3. certainty that the Customer Content and content and materials appearing in the Customer store or on its products do not violate or infringe upon the rights of any person;
  - 13.4. certainty that the Customer Content and the content and materials appearing in the Customer store or on its products are not calumniate or somehow illegal.
  - 13.5. Each Customer guarantees to Atelier Hosting that he/she owns the right to use the Customer Content and its material, including all text, graphics, sound, music, video, programming, scripts and applets. Each Customer warrants to Atelier Hosting that the use, reproduction, propagation and transmission of the Customer Content and any information and materials contained inside do not, and will not:
    - 13.6. infringe or abuse any copyright, patent, trademark, trade secret or any other proprietary right of a third party;
    - 13.7. break any criminal law or manifest false advertising, unfair competition, vilification, privacy intrusion; violate a right of publicity or violate any other law or regulation.
  - 13.8. Each Customer empowers Atelier Hosting to reproduce, copy, use and propagate all and any part of the Customer Content for ensuring and operating the Services. Atelier Hosting is granted the right to estimate, at its own discretion, the extent to which these operations need to be carried out.

### 14. THIRD PARTY DEALINGS

- 14.1. Any dealings with third parties (including advertisers) carried out through Atelier Hosting Services, including participation in promotions, payment for goods and services, and/or any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between the Customer and the advertiser or the other third party. Atelier Hosting shall not be responsible or liable for any part of such dealings or promotions.

### 15. CANCELLATION, REFUNDS & MONEY-BACK GUARANTEE; CHARGEBACKS CANCELLATION & REFUNDS

- 15.1. Atelier Hosting accounts are set up on a prepay basis. Atelier Hosting customers may decide to cancel their accounts at any time, however they will get a full refund of the service only if the cancellation request is made within 30 days of purchasing of the account, according to our Money Back Guarantee Policy

To cancel an account, the Customer needs to send an e-mail or support ticket to our Sales Department and provide any authentication credentials requested by Atelier Hosting. Other forms of cancellation requests will not be accepted. Any incentives (free bonuses, etc.) offered to the Customer upon sign-up will be also cancelled. Domain name registrations/transfers, service upgrades and web hosting plan renewals are treated as non-refundable services (see below) and cannot be cancelled or refunded after being activated upon customer request. The Customer will have the opportunity to transfer his/her domain away to another host.

Late cancellations, as well as accounts cancelled by Atelier Hosting due to TOS violations (where the customer has decided not to fix the violation) do not qualify for the 30-day money back guarantee.

All credit requests for VISA, MasterCard, American Express and Discovery payments are processed within 48 hours of the submission of the refund request (by e-mail or ticket, as mentioned above). The funds will be credited back to the Customer's credit/debit card and affect the Customer's credit/debit card balance in accordance with the credit/debit card issuer's terms of service.

All credit requests for PayPal payments are processed within 48 hours of the submission of the refund request (by e-mail or ticket, as mentioned above). The funds will be credited back to the Customer's PayPal account and affect the Customer's PayPal balance in accordance with the PayPal's terms of service.

**15.2. MONEY-BACK GUARANTEE POLICY**

Atelier Hosting offers a 30-day money back guarantee. If, for any reason, you are dissatisfied with our hosting services, we will refund your hosting fees at any time during the first 30 days after the signup date of your hosting account. You can submit a refund request in a trouble ticket from your web hosting Control Panel, or send us an email to [accounts@atelierhosting.com](mailto:accounts@atelierhosting.com), and receive full refund for any hosting plan you have purchased from us within 30 days of the payment date of the account.

SSL certificates, as a third party service, are not covered by the 30-day money back guarantee, which Atelier Hosting provides for its web hosting services. An SSL certificate is eligible for refund for a 7-day period after the original purchase.

All recurring payments and all payments made via Western Union or bank transfer are non-refundable and are not subject to the 30-day money back guarantee.

**15.3. NON-REFUNDABLE SERVICES**

Non-Refundable Services: All service upgrades and plan renewal services purchased from the Web Hosting Control Panel. All single-year or multi-year domain registration or transfer services purchased at sign-up or from the Web Hosting Control Panel.

All domain registrations and domain transfers are final, do not include any money-back guarantee and will be subject to a fee that is calculated on the basis of the actual NON-PROMOTIONAL annual price of the purchased domain's TLD, multiplied by the number of years of registration or transfer. Any refund amount credited back to the Customer in accordance with our 30-day money back guarantee will not include the cost of the non-refundable services (if any) that have been purchased with the Customer's web hosting plan upon sign-up (i.e. the Customer will be issued a partial refund on the original transaction if he/she has purchased non-refundable services within the web hosting account). A table containing the annual NON-PROMOTIONAL prices of all domain names offered by Atelier Hosting is located in section 3 of this legal document.

**15.4. CHARGEBACKS**

Chargebacks are not considered as a way of refunding. Any Customer who initiates a credit card chargeback in response to a bill or order placed at Atelier Hosting (and respectively - Atelier Hosting) will be subject to full investigation.

When signing up for a web hosting account with Atelier Hosting, customers agree to the conditions explicated in our Acceptable Use Policy (AUP) and the Web Hosting Terms of Service (this document). Thus, Atelier Hosting, as well as our authorised retailers (PayPal, WorldPay, Stripe), will resort to these documents as an evidence for the Customer's agreement, especially in the event that a Customer sends a chargeback inquiry based on points that he/or she first accepted, but is trying now to refute.

If/When a chargeback report is received, the first step of our Atelier Hosting team will be to try to contact the user. Meanwhile, the user account will be suspended (in order to protect our system from fraudulent activity and misuse) and will remain suspended until the reasons for the chargeback have been clarified and decision has been taken for according action.

If the chargeback has occurred due to some misunderstanding, a reverse payment procedure will be initiated with our authorised retailers and the account will be re-activated.

If the user has sent a chargeback request based on groundless argumentation (to our own judgment and these Web Hosting Terms of Service), then a dispute will be started with our authorised retailers in which the Web Hosting Terms of Service (this document) and the Acceptable Use Policy of Atelier Hosting will serve as proof of the Customer's agreement. The retailers then, taking into consideration all provisions in these legal documents, will decide whether the Customer has had sufficient grounds for the chargeback or Atelier Hosting has the right to a reverse payment.

In case that the chargeback originates from a fraudulent user and no reverse payment procedure can be initiated, then the respective hosting account will remain suspended.

**16. NEWS RELEASES**

- 16.1. Certain sections of Atelier Hosting news releases may contain forward-looking statements projecting future events, such as new software incorporations, updates, promotions, hosting introductions, etc. It is possible that these statements may deviate from the actual circumstances, since they are treated as intentions and express expectations and approximate plans of action regarding the relevant forthcoming events.

Forward Looking Statements can be recognised by the availability of indicative words such as "believes", "anticipates", "plans", "may", "hopes", "can", "will", "expects", "is designed to", "with the intent", "potential", etc. However, their availability is not a prerequisite for a forward-looking statement to be treated as such.

**17. TORTUROUS CONDUCT**

- 17.1. Any way of indecent treatment towards a Atelier Hosting employee will be considered as totally inappropriate and unacceptable. Each Customer is expected to communicate in an utterly polite and professional manner with Atelier Hosting employees regarding any request for help or consultation, or any other reason for contacting our

Atelier Hosting team via e-mail, chat, phone or through our Ticket Desk Support System. Each Customer is expected to avoid any form of emotional outburst or inappropriate language, or any other attempt to be undermined the importance of good ethics in communication and human relations. Any act of close nature, or other type of offensive, abusive, disrespectful or condescending behaviour - oral, written, or delivered by a second party - to members of Atelier Hosting customer care staff will be interpreted as a breach of this TOS. Atelier Hosting reserves the right to assess at its sole discretion which behaviour is to be considered as a violation of the hereby stated rule and agreement, and to undertake according actions, including refuse refunds to users whose accounts have been suspended for violating this TOS provision.

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## 18. FORCE MAJEURE CIRCUMSTANCES

- 18.1. Atelier Hosting CANNOT and WILL NOT be liable for any failure or delay in doing its professional duties resulting from circumstances beyond its physical control. Such circumstances may represent acts of any governmental body, war, rebellion, sabotage, embargo, fire, flood, strike or other labor disturbances, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware, or inability to obtain raw materials, supplies or power used in or equipment needed for provisioning of the Services.

## 19. SERVICE PROVISION; WARRANTIES AND REPRESENTATIONS

- 19.1. You understand and agree that the Service is provided on an 'AS-IS' basis without warranties or representations for its offering. The company bears no responsibility for connection problems in cases when customer's hosting with Atelier Hosting confronts with service interruption issues. Atelier Hosting assumes no liability for any service failure, or failure to deliver or store any Customer communication or personalisation settings.
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## 20. SERVICE DISCONTINUANCE

- 20.1. Atelier Hosting reserves the right to discontinue the delivering of the services and terminate this agreement for a certain period of time or indefinitely, with a prior notice. If the reason for this is Customer's failure to observe these Web Hosting Terms of Service and/or our Acceptable Use Policy, no refund will be issued to the customer for the unused period of his/her annual subscription with Atelier Hosting. If the Customer has not violated any part of these Web Hosting Terms of Service, the Acceptable Use Policy and/or any other related documents (Customer agreements) mentioned hereby - the Customer will receive partial refund covering the period of his/her web hosting subscription with Atelier Hosting that has not been used.
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## 21. COMPLAINTS PROCEDURE

- 21.1. Atelier Hosting is dedicated to providing the highest levels of customer service round the clock. If you feel dissatisfied with any aspect of our service, you are encouraged to make use of our complaints procedure detailed below.

In order to file a complaint, please send us an email to [support@atelierhosting.com](mailto:support@atelierhosting.com), specifying the nature of the problem you are experiencing. Please, provide us with as many details about your particular case as possible. The more we know about the situation, the better, prompt and adequate our resolution will be.

Here are our steps of addressing every single complaint:

- 21.1.1. Atelier Hosting will confirm receipt of your complaint in writing, notifying you that the complaint will be addressed without delay. Atelier Hosting reserves the right to refuse to investigate complaints which are apparently frivolous, abusive or offensive.
- 21.1.2. Atelier Hosting customer care representative will review your situation, search for an appropriate solution and inform you of the timeframe within which a response should be expected.
- 21.1.3. If the Atelier Hosting Customer Care representative is not able to resolve your case within the pre-announced period, your complaint will be escalated to a Customer Care manager.
- 21.1.4. If the Atelier Hosting Customer Care manager also can't provide you with an appropriate solution, then your complaint will be forwarded to the Company Director, who will further investigate the situation and ensure that all necessary measures have been taken. The Company Director will respond in writing within two working days, and reply with a solution within five working days.

## 22. CUSTOMER SERVICE CONTACT DETAILS

- 22.1. Customers can get in touch with our Customer Service via any of the contact options listed below:



- 22.2. Phone  
INTERNATIONAL PHONE: +358 401512215
- 22.3. Send us an email to [support@atelierhosting.com](mailto:support@atelierhosting.com)
- 22.4. Open a support ticket through your account control panel at <https://atelierhosting.com/clients/submitticket.php>

### 23. REVISIONS

- 23.1. In order to improve its web hosting and customer care services, Atelier Hosting reserves the right to revise these terms and conditions at any time without prior notice. Customers are encouraged therefore to review this document periodically.

### 24. ASSIGNMENT

- 24.1. Customers do not have the right to assign this Agreement without the explicit permission of Atelier Hosting. This Agreement shall be in force and effect to the total benefit of the Customer and Atelier Hosting, and their successors and permitted assigns.

### 25. TERMINATION

- 25.1. You agree that Atelier Hosting, at its sole discretion, may terminate your password, account or use of the Service(or any part thereof), and remove and discard any Content within the Service if you violate this Agreement.