

Special Conditions for dedicated servers

Latest version dated 2023.08.10

1.0 General

This agreement governs the relationship between ServeTheWorld (STW) and the Customer.

The purpose of this document is to establish the specific terms that apply to dedicated servers. These specific terms supplement the general terms of the agreement. In case of conflict between the two, the specific terms take precedence over the general terms.

Matters not defined in the specific terms are subject to the General Terms and Conditions.

2.0 Money-Back Guarantee for 90 Days

In the event that the Customer is not satisfied with the web hosting service within a period of 90 days and chooses to cancel the service, any payment made for the dedicated server will be reimbursed. The right of withdrawal does not apply to configurations other than those we offer on our website, unless otherwise agreed in writing.

3.0 Uptime Guarantee

STW guarantees a 99.99% uptime for infrastructure including switches, internet, DNS, UPS, etc. In the unlikely event that STW does not achieve this within a calendar month, the customer will receive compensation of 1 day in future discount for each hour of downtime. Compensation will not exceed 1 month of free dedicated server service. Customers must proactively reach out if they consider the uptime guarantee unfulfilled. Notified hardware or infrastructure maintenance will not be considered as downtime for the purpose of the uptime guarantee.

4.0 Subscription

Dedicated server is an ongoing subscription billed in advance. The Customer's payment obligation lasts as long as the ongoing billing period, unless otherwise agreed in writing. Subscriptions are automatically renewed under the current terms unless valid notice of termination is given. If the Customer terminates after a new billing period has begun, the Customer must pay for the entire billing period.

5.0 Miscellaneous

Dedicated server is a service in which the Customer is responsible for the operation of their server unless otherwise agreed in writing. The customer has root/administrator access. If the Customer's services cause errors or problems that could affect other users, STW reserves the right to shut down the user's website/service and/or ask the Customer to stop the usage causing problems. Websites/services designed in a way that may inconvenience or harm others may be removed without prior notice.

The Customer is obligated to use the services in a manner that complies with applicable laws and regulations. The Customer is responsible for all material uploaded to the server and must ensure that copyright is not violated, necessary permissions from public authorities are obtained, and the uploaded material does not violate applicable laws and regulations. STW does not permit the use of torrents, file-sharing networks, links to warez, hate materials, profane materials, instructions for explosives, criminal activities, etc. The Customer must adhere to applicable laws and regulations, as well as the norms and etiquette generally accepted by the internet community. STW reserves the right to suspend, cancel, terminate, or discontinue services at its own discretion, and the Customer cannot claim compensation as a result. The Customer is responsible for backing up data stored on STW's servers. STW is not liable for losses that could have been prevented if such a backup had been taken.

6.0 Liability

Under no circumstances can the Customer claim compensation beyond the amount paid for dedicated server in the last 12 months, calculated from the time liability was notified. Compensation does not cover liability for indirect losses, including lost profits, consequential losses, and other consequential damages. Claims for compensation must be made without undue delay.

STW is not liable in the event of Force Majeure.

7.0 Power

A dedicated server is a service where power consumption is typically included. Hence, the customer incurs no expenses for the server's power usage and cooling, as long as the average spot price for electricity remains below 1 NOK per kilowatt-hour (kWh) in a given month. Should the average spot price exceed 1 NOK per kWh during any given month, the customer will be billed for the portion that surpasses this threshold. In such a scenario, the additional cost will be specified as a separate entry on the invoice, either alongside the dedicated server invoice or as an independent invoice. An additional power consumption of 30% on top of the server's power consumption is calculated for cooling and infrastructure use.

8.0 Cancellation

The Customer shall initiate the termination process within the Control Panel, unless otherwise is accepted by a representative at STW. If the Customer cancels in any other manner, STW has the discretion to decide whether the termination will be accepted.