

## TERMS OF GENERAL AGREEMENT

*Latest version dated August 18, 2023*

### 1.0 Generally

The terms specified here regulate the relationship between the Customer and ServeTheWorld AS (STW) when purchasing/renting services from STW. This could, for example, be

- Website, domain, email DNS services
- Backup services
- Hosting and management of servers
- Management of firewall solutions
- Consulting services
- SSL certificates
- Delivery of hardware and software

These general terms and conditions, together with the relevant specific terms, and all referenced documents, constitute a single contract.

Specific terms that deviate from the general terms take precedence over the general terms. Specific terms are available at <https://servetheworld.net/legal/> or by clicking "Terms of General Agreement" on our website.

For customers who have signed a separate agreement with STW, where reference is made to the general terms and conditions within the agreement, specific terms that deviate from the general terms take precedence over the general terms.

### 1.1 Data Processing Agreement

In accordance with Section 13 of the Personal Data Act, cf. Section 15, Chapter 2 of the Personal Data Regulations, and the EU General Data Protection Regulation (GDPR), we have prepared a Data Processing Agreement (DPA). The Data Processor is ServeTheWorld AS, and the User is the Data Controller. The DPA applies only if the Customer is a company, organization, association, etc.

The Data Processing Agreement is considered an appendix to the General Terms and Conditions, and it is fully accepted upon entering into an agreement. You can find the DPA by clicking on "Terms of Agreement" on our website.

### 2.0 Contact Information

STW assumes that the individual listed as the recipient of emails, as well as those possessing the login credentials, have the authority to manage products/services. This authority is understood to encompass alterations, deletions, transfers, cancellations, and other actions that impact the scope of services. It is expected that the Customer has implemented procedures to uphold and ensure the proper handling of rights to products/services, and to inform STW about any changes in control information.

The Customer is obligated to update the information in the control panel in case of changes in ownership, address, email address, etc. If the Customer does not have access to the control panel or if it is not possible to make changes for the specific service, the Customer must notify STW about the changes in contact details. The Customer is solely responsible for ensuring that all information provided to STW is accurate at all times.

### 3.0 Cancellation

Upon termination of products/services, stored data will be deleted. The Customer is responsible for

creating a backup before the termination takes effect. If the Customer terminates in a manner that is not valid, it will be at the discretion of STW to determine whether the termination is accepted. STW reserves the right to cancel an agreement or decline to accept an order.

#### **4.0 Breach of Contract**

If the Customer significantly breaches all or part of their obligations towards STW, STW has the right to cancel the existing agreement, after which the services will be terminated and data may be deleted. In case of non-payment, STW can deny the Customer access to the services. The Customer assumes the risk if a breach of one service affects the functionality of one or more other services. In the event of a breach, the Customer's payment obligations apply for the entire ongoing contract period. If the whole or part of the invoice is not paid by the payment deadline, a payment reminder will be sent, and a notice of suspension may be issued, potentially resulting in the suspension of services or disconnection of power supply.

#### **5.0 Inflation**

The prices for all services will be adjusted in accordance with inflation. This is done without notice and is based on figures from Statistics Central Bureau in Norway (SSB).

#### **6.0 Changes**

STW has the right to make changes and adjustments to products/services provided by STW.

STW has the right to make minor changes to prices, terms, content, scope, etc., for products/services without prior notice, as well as make minor changes to prices due to currency exchange rate fluctuations/market conditions, without notice. Significant changes in terms and prices will be communicated to the Customer at least 30 days in advance. This communication will be sent via email. If the Customer does not accept the changes, the Customer must terminate the services within 30 days from the date of notification. If the Customer does not terminate the services within 30 days, the changes are considered accepted by the Customer. If the Customer pre-pays for licenses for future periods, STW reserves the right to retroactively invoice for price changes made by the license subcontractor. In case of retroactive invoicing, the Customer has the right to cease using the license and receive a refund for the unused time.

#### **7.0 Suspension**

STW reserves the right to suspend services and potentially disconnect power to servers/equipment not shared with other STW customers in a situation where the invoice remains unpaid 30 days after the original due date, and where a payment reminder and suspension notice have been sent prior to suspension. This also applies if there is a dispute about the invoice.

#### **8.0 Liability**

Under no circumstances can the Customer claim compensation exceeding the amount the Customer has paid for the total engagement with STW over the last 12 months, calculated from the time the liability was notified. Compensation does not cover liability for indirect losses, including lost profits, consequential loss, and other consequences. Any claims for compensation must be presented without undue delay.

STW is not liable for compensation in the event of Force Majeure.

#### **9.0 Disputes**

This document is available in both Norwegian and English. The parties agree that in the event of any conflict or discrepancy, the Norwegian version shall take precedence over the English version.

Disputes concerning this agreement, which cannot be resolved through negotiations between the parties, shall be governed by Norwegian law and settled by the ordinary court with Oslo as the legal venue.

## **10.0 Miscellaneous**

If STW changes ownership structure/company structure/legal form, the customer relationship is automatically transferred to the new ownership structure/company structure/legal form.