Terms and Conditions for one.com v.16
The following terms apply at one.com as of 28 November 2022 and replace any previous version of these terms and conditions.

1. Subscription

A one.com hosting subscription provides access to the use of one.com's servers and may include a domain name, e-mail accounts and the right to set up a website. The amount of disk space, e-mail accounts and websites available depends on the type of subscription chosen.

Subscription periods last for 12 months at a time. 30 days before a 12-month subscription period, the subscription is automatically prolonged, unless the subscription is cancelled as stated in section 1.6.

Free subscriptions are automatically prolonged at the end of the free subscription period unless the subscription is cancelled as stated in section 1.7.

In relationships between consumer and retailer, a right of withdrawal exists by which the customer has the right of withdrawing an order until 14 days after placing the order but domains are unique and web spaces are individually manufactured and customized for the domain. For a faster delivery of the product, one.com will usually begin the manufacturing and customizing of the product as soon as the order is received. **By ordering, the customer accepts that any right of withdrawal will be dismissed as soon as one.com has started processing the ordered product.**

1.1 Use
Subscribers are not permitted to store large amounts of data on the server for free download or reading without prior agreement with one.com.

Illegal material is not permitted on any of one.com's servers, whether this be images, film clips, other types of files or link to unlawful photos or similar material. For example, unlawful material is, but not limited to, copyright protected material or other material you are not entitled to publish or store according to legislation. Nor is it permitted to store erotic, pornographic or other offensive material on servers owned by one.com, that jeopardises the stability or performance of one.com’s servers. It is entirely one.com's decision to determine whether material belongs to one or more of the above categories, and the company reserves the right to delete any such material at any time without notice. In the event of such material being deleted the customer cannot advance any claim against one.com related to the deletion.

Traffic is basically unlimited. However, traffic must be normal in nature and not disrupt that of other customers. If a customer's traffic disrupts that of others, one.com reserves the right to close the customer's web space without notice and/or make a separate charge for the traffic. one.com reserves the absolute right to decide whether or not traffic is excessive. On closure of a web space, no refund will be made of any subscription paid in advance.

Unwanted (spam) mail must not be sent from one.com's servers. In the event of transgression of this rule, one.com reserves the right to inform the relevant authority and submit log details etc. to that authority. one.com reserves the right to demand payment for time spent in relation to such information and its submission to the relevant authority.

Files containing malware or similar that can be used for or are related to malicious cyber activities must under no circumstances be uploaded to or linked from one.com's servers.

1.2 Scripts
one.com provides unlimited access to standard scripts and the use of other scripts. However, the use of other scripts is only permitted as long as it does not burden the servers to an unreasonable degree.

1.3 Templates (web designs)
All templates placed at the disposal of customers by one.com remain the property of one.com regardless of whether individual templates have been modified or not. No templates placed at customers' disposal by one.com may be distributed to others on either a commercial or non-commercial basis. All templates are provided with non-exclusive rights. In the event that one.com feels obliged to withdraw the right of use of a template, one.com cannot be held responsible for any loss (direct or indirect) on the part of the customer as a result of the withdrawal. Nor is one.com responsible for any errors or deficiencies of templates or access to them.

1.4 Operational reliability
one.com reserves the right to limit/reduce the usage of products if required for operational or security reasons. For reasons of operation and security, one.com also reserves the right to access customers' user data. In such event, the staff of one.com will be subject to professional secrecy. All other access to user data requires the acceptance of the customer or a court order. Although the spam and virus filters placed at the disposal of customers minimise the risk of their receiving unwanted mails, one.com does not guarantee that customers will not receive unwanted mail.

1.5 Responsibility

The customer's use of a one.com subscription is entirely at his/her own risk. one.com cannot be held responsible for the contents, including accuracy, lawfulness, completeness etc. of the information which the customer receives or sends via the Internet.

one.com is liable in accordance with applicable law, subject to the following limitations:

one.com's responsibility does not include operating loss, loss of data, loss of profit, loss of goodwill or any other indirect loss that the customer suffers as a result of one.com's or third party's products.

one.com is not liable for losses resulting from interruptions, disturbances or changes that one.com deemed necessary for technical, maintenance and operational reasons or required by the authorities, unless one.com has neglected to limit the resulting inconveniences.

one.com is not liable for any loss or damage caused by the customer's own IT environment or caused by the customer or by third parties.

one.com is not liable for any loss or damage caused by a force majeure event.

one.com is not liable for services delivered by third-parties where one.com acts as an intermediary.

In all cases, regardless of the cause, one.com's total liability for loss or damage is limited to the amount paid by the customer to one.com in the year in which the loss or damage occurred.

1.6 Cancellation of subscriptions

A subscription can be cancelled at any time by the customer. Since the subscription period lasts for 12 months and is automatically prolonged 30 days before the end of each 12-month period, a cancellation must be received by one.com 30 days before the 12-month subscription period, at the latest. The unused portion of any advance payment will not be refunded. If the cancellation is not sent to one.com in time, the customer is obliged to pay the subscription fee for the following 12-month period.

A customer may initiate cancellation of a subscription from the control panel of the web space. An cancellation email with instructions will then be sent to the web space contact email address. The customer must follow the instructions in the email to complete the cancellation. When the subscription is cancelled, it will appear as cancelled in the control panel.

Example:
If the subscription was ordered January 1st 2018 the subscription lasts until December 31st 2018. If the customer does not wish to continue the subscription for the following year (2019), the subscription must be cancelled before November 30, 2018.

When one.com has received a cancellation, the customer will automatically be given a notice of receipt, displayed on the front page of the customer's Control Panel. The customer will also receive a notice of receipt via e-mail regarding the cancellation from one.com. If the customer cannot see any such receipt on the front page of the one.com Control Panel within eight days he or she must send a new cancellation.
If one.com chooses to terminate specific subscription types or special services, one.com may cancel a subscription with one month's notice. In such circumstances, the unused portion of any advance payment will as an exception be refunded. If one.com makes significant changes which depreciate the Terms and Conditions, customers shall be entitled to cancel their subscriptions with one month's notice. The unused portion of any advance payment will also, as an exception, be refunded. The subscription must in no way be used to gain unauthorised access to systems connected to the Internet. If any such activities or criminal acts come to the notice of one.com, regardless of the country the laws of which underlie the violation, the subscription will be immediately terminated and one.com reserves the right to pass on all relevant information to the relevant authorities. one.com also has the right to annul a subscription without notice with immediate effect and without compensation or reimbursement of any kind if the customer does not abide by these Terms and Conditions, if a party wastes or abuses resources available on the Internet, disrupts the functionality of the Internet, infringes netiquette valid at any given moment, e.g. by passing on information about other people's private affairs or in other ways inconveniencing other users of the Internet. Data from homepages and mail systems will generally be deleted seven days after termination of a subscription.

1.7 Cancellation of free subscriptions

A free subscription can be cancelled at any time by the customer. Since the free subscription is automatically prolonged at the end of the free subscription period, a cancellation must be received by one.com before the start of the next subscription period, at the latest. If the cancellation is not sent to one.com in time, the customer is obliged to pay the subscription fee for the following 12-month period.

2. Domains

On ordering a domain, the buyer/cardholder must declare that the person registering accepts that use of the domain name does not violate the name or trademark rights of third parties or otherwise be considered to contravene legislation.

Domain names are registered in the customer's own name and at the request of the customer. In this respect, one.com acts as an intermediary. one.com will inform the customer when the registration of the domain name has taken place. one.com assumes no responsibilities for the domain name if it is transferred or cancelled, or if the web space is deleted.

The domain name will be "registered with" / "transferred to" one.com's partners. These may be with domain registrars or directly with the individual domain administrator of the Top Level Domain concerned. At the end of each subscription period the customer will receive an invoice from one.com for the annual domain fee, unless otherwise stated. This applies regardless of whether the domain is pointed to DNS servers at one.com or someplace else.

In the event of wrongly ordered domains (spelling mistakes, name errors or similar) the registration fee will not be repayable. one.com will, however, endeavour to correct the domain name so long as registration has not yet taken place. If one.com is responsible for submitting an erroneous order of a domain name, one.com will either refund the registration fee or offer registration of the correct domain name.

It is the customer's own responsibility to keep one.com and possible top-level domain authorities updated regarding changes of address or other contact information.

2.1 Special conditions for the individual Top Level Domains
Special conditions for the individual top level domains may apply. See: http://www.one.com/en/info/privacy-policy#INDIVIDUALTLDDOMAINS

2.2 Domain Expiration Policy
Domain Expiration Policy: http://www.one.com/en/info/domain-expiration-policy

2.3 Prices
one.com prices: http://www.one.com/en/info/prices

3. Special conditions for products and services

3.1 Add-on products
one.com provides its customers with the ability to purchase products and services (add-on products) in addition to their web hosting subscription.

Current one.com add-on products are Premium Mail, Mobile Sync (EAS), Online Shop, Website Builder Premium, One Photo Pro and Backup & Restore.

Certain add-on products may not be available to all customers.

3.2 Add-on product orders
When ordering the add-on product, the customer will have the option to pay with credit card, PayPal or another real-time payment method.

On the first invoice the customer will be billed for the amount of months remaining until the annual renewal of the customer's web space subscription. If an invoice for the customer's web space subscription has already been issued, the customer will be billed for the period until the next annual renewal.

Money back guarantee: If the customer is not satisfied with the product, one.com offers a 15-day money back guarantee from the day the customer have ordered the product.

3.3 Add-on product subscription
After the initial period the customer's add-on product subscription will follow the customer's normal web space subscription. After the initial period the billing period is annual.

The current product prices can be found on the one.com website www.one.com.

3.4 Add-on product cancellation
The customer may cancel the product subscription until 30 days before the next subscription period.

The customer may cancel a subscription from the control panel of the web space.

If the customer cancels the web space subscription on which the add-on product subscription is linked, the add-on product subscription will automatically be cancelled to the same date.

3.5 Add-on products from third parties
one.com provides its customers with the ability to order certain third-party services. Customers of one.com are bound by the conditions of such third party services and should make themselves familiar with their terms and conditions.

one.com may stop providing the third party products and services or any updates thereto at any time without notice or any further liability to its customers.

Current third party add-on products are Ubivox Email marketing, Sanebox email management software, Google Ads, Uberall local marketing, RushFiles cloud storage, SaneBox email management, SiteLock website security and MarketGoo search engine optimizer.

Certain add-on products may not be available to all customers.

one.com acts as an intermediary and is not responsible for any damages, losses or expenses due to the use of third-party products.

3.6 Microsoft Office 365 Plus
In addition to the above conditions, the following terms apply to Microsoft Office 365 Plus at one.com.

The Microsoft Office 365 Plus subscription will be renewed monthly until it is cancelled by one of the parties involved. The customer will be billed backwards for the number of active Microsoft Office 365 user accounts from when each account was activated. Cancellation of a web hosting package will not terminate any associated Microsoft Office 365 Plus subscription. The customer may cancel a Microsoft Office 365 Plus subscription by deleting all Microsoft Office 365 users. When a user is deleted, all associated user account data will be permanently deleted 60 days after. Microsoft Office 365 Plus may not be offered in all countries. The Microsoft Office 365 Plus subscription is not transferable. When creating a Microsoft Office 365 user account, the user must accept the Microsoft Customer Agreement: https://www.microsoft.com/licensing/docs/customeragreement

one.com acts as an intermediary and is not responsible for any damages, losses or expenses due to the use of Microsoft Office 365 Plus.

3.7 Microsoft Exchange products
In addition to the above conditions, the following terms apply to Exchange Online, Microsoft 365 Business Basic and Microsoft 365 Business Standard at one.com.

The Microsoft Exchange Online, Microsoft 365 Business Basic and Microsoft 365 Business Standard subscription will be renewed automatically until it is cancelled by one of the parties involved. The Microsoft 365 Business Standard subscription on trial will convert automatically to a paid subscription unless it is cancelled by one of the parties involved. The customer will be billed forwards for the number of active user accounts for the period until the next hosting renewal date. Cancellation of a web hosting package or domain may terminate any associated Exchange Online, Microsoft 365 Business Basic and Microsoft 365 Business Standard subscription.

The customer may cancel an Exchange Online, Microsoft 365 Business Basic and Microsoft 365 Business Standard subscription, and it will be in use until the end of the subscription period. At the end of the subscription period, all associated user account data will be permanently deleted.

The customer may delete an Exchange Online, Microsoft 365 Business Basic and Microsoft 365 Business Standard subscription and all associated user account data will be permanently deleted immediately.

Exchange Online, Microsoft 365 Business Basic and Microsoft 365 Business Standard may not be offered in all countries. The subscription is not transferable.

When creating an Exchange Online, Microsoft 365 Business Basic and Microsoft 365 Business Standard user account, the user accepts the Microsoft Customer Agreement: https://www.microsoft.com/licensing/docs/customeragreement.

one.com acts as an intermediary and is not responsible for any damages, losses or expenses due to the use of Exchange Online, Microsoft 365 Business Basic and Microsoft 365 Business Standard.

A Microsoft Exchange subscription is not eligible for a refund according to the money-back guarantee in Sub-section 3.2 above.

3.8 Website Builder
In addition to the above conditions, the following terms apply to Website Builder at one.com.

Website Builder uses and makes available YouTube API Services. When subscribing to Website Builder you will have access to use YouTube API Services and you, accordingly, accept to be bound by and to ensure that any users of your website by agreement are bound by the YouTube Terms of Service set out at: https://www.youtube.com/t/terms as amended from time to time.

3.8.1 Data protection and data privacy
When using YouTube API Services with Website Builder, your data will be transmitted to and processed by YouTube and third parties according to the applicable Google Privacy Policy set out at http://www.google.com/policies/privacy as amended from time to time. One.com is not part in such transmission or processing of data and shall not be liable in any

way in relation hereto.

This section 3.7.1 supplements and shall apply in addition to the one.com ”Product & Privacy Policy” set out at https://www.one.com/en/info/privacy-policy.

4. General

Subscribers to one.com's products must be minimum 18 years of age.

4.1 Product & Privacy Policy
When subscribing to our services you are also bound by our Product & Privacy Policy: https://www.one.com/en/info/privacy-policy

4.2 Using one.com as a data processor
If you store personal data on our servers, one.com will be acting as data processor for this information. As our customer, you are the data controller for this data and will be bound by the Data Processor Agreement with us. Our Data Processor Agreement can be found here: https://www.one.com/static/info/data-processing-agreement-en.pdf

4.3 Contact
Questions regarding support, sales and accounting are answered 24/7 via online chat and e-mail within 24 hours, as far as this is possible. one.com does not provide contact by telephone.

4.4 Address information
Customers are required to inform one.com of their current place of residence and email address. This is to be done via the Control Panel, on which address information can be changed.

4.5 Payment of subscriptions
Web space subscriptions are paid - regardless of subscription type - in advance for a period of 12 months. Payment in advance will not be refunded unless otherwise expressly stately elsewhere in these Terms and Conditions.

4.6 Terms of payment
All payments made online by the customer using Dankort, Eurocard, MasterCard, VISA, VISA Electron or JCB are free of any charges levied by one.com. When sending an invoice by mail, one.com reserves the right to charge a fee covering the costs. one.com's products/services are specially adapted to the customer's requirements, who in return does not have the right to annul the contract. Terms of payment are without exception eight days in cash, unless special agreement has been reached. If the customer has not paid the amount due within ten days of the date of payment, interest will be payable (without prior notice) from the date of payment, in pursuance of current valid interest legislation. A USD 12 reminder fee will also be charged per interest invoice. one.com reserves the right to transfer claims to a third party, who might get in touch via e-mail. one.com can also annul the contract and delete the customer's domain/close the customer's web space with immediate effect on late payment should it so choose.

When refunding any payment, one.com reserves the right to debit an amount covering the bank-fees and administration costs concerning the refund.

4.7 Duration of subscription
A subscription is active until it is cancelled by one of the parties involved in pursuance of the above conditions.

4.8 Changes to subscriptions
A web space subscription can be changed to a higher-priced subscription type at any time. Any subscription fee already paid will be deducted from the price of the new subscription. Changes to a lower-priced subscription type can only be effected from the end of a subscription period, and only if the customer has given notice of this at least 60 days before the expiry of the current subscription period.

4.9 Transfer
In connection with the sale or other transfer of all or significant portions of one.com's activities or assets, one.com has the right wholly or partly to transfer to a third party the customer's subscription(s), as well as one.com's rights and obligations according to the Terms and Conditions without the customer's consent.

4.10 Changes in conditions
one.com's sales and delivery conditions can be changed at 45 days' notice.

4.11 Third party malfunctions and force majeure
Apart the above, one.com cannot be held liable for damages when interruptions, malfunctions, damage etc. is out of one.com's control. This includes lightning, flooding, fire, war, acts of terror, industrial action and lockouts (including among one.com's own staff), overloading of the Internet, malfunctions in other networks, third party malfunctions, system breakdowns, or other form of force majeure.

4.12 Complaints procedure

A complaint about a product or service purchased from one.com may be submitted to the European Commission's online dispute resolution portal: http://ec.europa.eu/odr. By filing a complaint, please provide our email address: service@one.com.

4.13 Venue and choice of law
Any disputes and discrepancies will be decided exclusively by the ordinary Danish courts and in pursuance of Danish law (with the exception of rules of Danish law pertaining to choice of law).

Contracting party:

One.com Group AB
Company number 559205-2400

Carlsgatan 3

211 20 Malmö

Sweden