

Terms of service

TOS applies automatically to all ICME LIMITED. clients upon subscription to the Services including subscription through a third party or any commercial partner. BY SUBSCRIBING TO ICME LIMITED'S SERVICES YOU ACCEPT THE POLICIES LISTED IN THIS DOCUMENT AND ACCEPT TO RESPECT THEM. The Service Order is described as the package description as presented on the web site.

ICME LIMITED. has it's registered office at the following address: 8 Mount Pleasant IM1 2PM Douglas Isle of Man

General

ICME LIMITED, agrees to provide services described on the Service Order(s) signed by the parties("Services") to the customer subject to the following Terms of Service (TOS). Use of ICME LIMITED. services constitutes acceptance and agreement to these Terms Of Service and all attachments. ICME LIMITED. will make all reasonable efforts to provide a quality service to the Customer.

Privacy

ICME LIMITED will use the customer's personal information only as reasonably necessary to provide contracted services and to collect fees owed and will not disclose such information to any third party except as required by law as evidenced by an order of a court of competent jurisdiction and to collection services if needed.

Bandwidth Services

ICME LIMITED will provide to the Customer the Internet Connectivity, IP Addresses and Internet Traffic services (collectively, the "Bandwidth Services"), as specified in the Service Order.

Prohibited Services

ICME LIMITED prohibits the use of but not limited to: malware, spyware, hacking, Trojans, child pornography, IRC, webcam servers, fake anti-virus, ddos attacks, spam (unsolicited bulk emailing), network scanning.

VPS packages, Dedicated Servers packages and Colocation packages

The Customer agrees to use bandwidth as described in the Acceptable Usage Policy and agrees that bandwidth shall not exceed the number of gigabytes per month for the Services ordered by the Customer on the Service Order Form and that number of gigabytes is the sum of the incoming and outgoing data transfer for a period of 1 month. ICME LIMITED will monitor the Customer's bandwidth usage and shall have the right to take corrective action if the Customer's bandwidth usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges based on the per gigabyte price stated on the Service Order or the automatic suspension of the Service order.

Location of services

ICME LIMITED provides and delivers its services and products from our own data centers in Sweden, as well as third party data centers in Sweden and other countries

IP Addresses

Any IP Addresses allocated to the Customer by ICME LIMITED must be maintained by the Customer in an efficient manner as deemed by RIPE. Failure to comply with this Section may result in the revocation of IP Addresses by ICME LIMITED after five days notice to the Customer. ICME LIMITED reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. All services include one ip address; further ip's can be purchased at an additional fee. Amounts exceeding 12 ip's in total have to be justified according to RIPE justification terms.

Other Services

Upon request by the Customer, ICME LIMITED may at its option, provide the Customer with technical and non-technical support, such as equipment reboots, KVM-IP access, troubleshooting, and other support. ICME LIMITED does not offer free support for non-hardware related issues such as the installation of a control panel, DNS set up, software installation, software configuration, and configuration of a firewall (Iptables). The customer agrees to pay €80 per hour for those other services should the customer desire the support from ICME LIMITED.

Installation, removal, replacement, maintenance and access to equipment

VPS packages and Dedicated Server packages

ICME LIMITED is the owner of the equipment used by the customer and grants a license to use this equipment. The Customer has no rights on the equipment. Physical access to the equipment by the Customer is strictly prohibited.

Colocation packages

ICME LIMITED grants to the Customer, as of the Effective Date, the right to operate, install, remove, replace and maintain a specific physical server hardware located in one of the data centers ICME LIMITED uses as described in the Service Order. The Customer must install the hardware in the space identified on the service order and reserved for its usage. The Customer will be responsible for the delivery of the Equipment. The Customer represents and warrants that it either owns all Equipment or has all necessary rights to locate the Equipment in the Premises. During the Term of this Agreement, the Customer will immediately notify ICME LIMITED of any space, power or other requirements associated with the installation or operation of the Equipment. ICME LIMITED will have no duty to monitor, maintain or care for the Equipment. Upon termination or expiration of the Term of this Agreement, unless prohibited by ICME LIMITED as permitted by this Agreement, the Customer will remove the Equipment from the Premises. Unless the Parties otherwise agree in writing, in the event the Equipment has not been removed within 5 days following the termination or expiration, ICME LIMITED will have the right to remove, relocate, or otherwise store the Equipment at the Customer's expense without liability to the Customer.

Colocation packages – 1U

The Customer will be responsible for the delivery of the Equipment. ICME LIMITED is responsible of the initial installation of the equipment in the individual server space. Access to the equipment is authorized on business hours upon previous notification from the Customer. Emergency access can be arranged outside business hours, the Customer will pay for emergency access requests in accordance to the emergency hourly rate in effect.

Colocation packages – Full rack or more

The Customer will be responsible for the delivery and installation of the Equipment in the private space. Upon request, the Customer can get 24/7 access to the private space. ICME LIMITED reserves the right to approve the Customer's technicians and other contractors and to require identification, fingerprints and photos of each individual who has access to the Premises. The Customer will cause its employees, agents, contractors or invitees who have access to the Premises to conform to all ICME LIMITED terms, rules and regulations (as amended by ICME LIMITED from time to time). Except with ICME LIMITED's prior written approval and subject to the terms of this Agreement, the Customer may only remove Equipment upon reasonable prior written notice to ICME LIMITED and during business days between 8:00 a.m. and 5:00 p.m. The Customer will only install or place Equipment in the Customer Space.

Immediate Threats

If, in the determination of ICME LIMITED, acting reasonably, the Equipment, software or hosted applications used by the customer or the activities of the customer poses an immediate threat to the physical integrity of the Premises or the physical integrity or performance of the equipment or network of ICME LIMITED or any other user of the Premises, or poses an immediate threat to the safety of any person, then ICME LIMITED may perform such work and take such other actions that it may consider necessary without prior notice to the Customer and without liability for

damage to the Equipment or Data for any interruption of the Customer's (or its customers') businesses. As soon as practical after performing such work, ICME LIMITED will advise, by email, the Customer of the work performed or the action taken.

Relocation

The Customer will, upon email request from ICME LIMITED 's, relocate the Equipment, server or web site to other space offered by ICME LIMITED within 30 days of such request.

Insurance

Under no circumstances will ICME LIMITED be obligated to provide insurance coverage for any Equipment or data owned by the customer and hosted in the Premises.

If the Customer is in default

If the Customer is in default of any of its obligations under this Agreement, then ICME LIMITED may in its sole discretion do any or all of the following: (i) without notice suspend access to the Customer Space or the Premises, (ii) if the Customer's default is non-payment of any sums due to ICME LIMITED, exercise all the rights and remedies of a secured party under applicable law including, without limitation, with the minimum notice (if any) required by law, ICME LIMITED may seize the Equipment and sell the Equipment to third parties in satisfaction of any Customer indebtedness owing to ICME LIMITED as well as any costs (including reasonable legal fees) incurred by ICME LIMITED in exercising any remedy under this Agreement.

Billing and termination

Invoices are sent by email, upon request a copy can be sent by mail. Invoices must be paid prior to the activation of the service. Recurring invoices must be paid within 3 days of the due date, failure to comply to this may result in (automated) suspension of the service(s).

Payment methods

ICME LIMITED only accepts the payment methods which are disclosed on the website, all payments must be made in either euro (€) or US Dollar (\$).

Changes

Upon 30 days or greater written notice prior to the end of the initial commitment, ICME LIMITED may change any fees payable under this Agreement.

Term and termination

The term of this Agreement shall begin upon the date the server is installed and made available to the customer and shall be for the period of 1 month unless otherwise agreed upon. Agreement is renewed for successive 1 month after initial commitment until terminated by either Party. After initial commitment stated on the service order, either party may terminate this Agreement on the account's anniversary date (an account anniversary date corresponds to the day of the month at which an account was opened.) (i) for convenience on 48 hours before the next anniversary date written notice to the other party, or (ii) if the other party (x) commits a material default (which, in the case of the Customer, will include any failure to make any payment when due) and fails to rectify such default within 3 days after being given notice of such default by the other party, or (y) becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing.

Cancellation requests must be made through our control panel and selecting the option to cancel your product or by opening a ticket in our control panel or in writing with the customer's signature with at least 48 hours notice and sent to : ICME LIMITED, 8 Mount Pleasant, IM1 2PM, Douglas, Isle of Man

Services downgrades and upgrades

Service downgrades (for instance, when changing to a hosting package that offers fewer options) will take effect at the account's anniversary date only (an account anniversary date corresponds to the day of the month at which an account was opened. For instance, if an account was opened on September 8, this account may be modified on the 8th of each month once the original commitment is over). Service upgrades, however, will take effect as soon as the price difference for the upgrade has been paid.

Refund policy

ICME LIMITED does not offer a refund policy unless we do not provide the service in a timely manner or if Sweden ICME LIMITED is unable to deliver the service that was ordered and paid for.

Guaranteed network availability

ICME LIMITED will provide 100% transit to the Internet to all the customers who have purchased said service from ICME LIMITED Exclusions, terms and conditions of the guarantee are posted in the Service Guarantees section of our web site.

Guaranteed electrical power

ICME LIMITED guarantees the electrical power supply of its datacenter to 100% for all the customers subscribed to a solution which includes an electrical supply port or an amp circuit. Exclusions, terms and conditions of the guarantee are posted in the Service Guarantees section of our web site.

Guaranteed hardware replacement

This guarantee is only applicable to Dedicated Server customers. At any time, dysfunctional dedicated server hardware will be replaced within 48 hours. Exclusions, terms and conditions of the guarantee are posted in the Service Guarantees section of our web site.

Limitation of Liability

THE CUSTOMER ACKNOWLEDGES THAT ICME LIMITED PERMITS OTHER CUSTOMERS TO INSTALL THEIR SOFTWARE AND EQUIPMENT IN THE PREMISES. ICME LIMITED WILL HAVE NO LIABILITY FOR ANY DAMAGES, COSTS, OR LOSSES INCURRED BY THE CUSTOMER (OR ITS CUSTOMERS) CAUSED BY SUCH OTHER LICENSEES' ACTS, EQUIPMENT, SOFTWARES, ACTIVITIES OR FAILURES TO ACT. THE LIMIT OF ICME LIMITED 'S LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR BY STATUTE OR OTHERWISE TO THE CUSTOMER (OR ITS CUSTOMERS) CONCERNING PERFORMANCE OR NON-PERFORMANCE IN ANY MANNER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS WILL NOT, IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO ICME LIMITED UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING 3 MONTHS FROM THE DATE THE CLAIM AROSE. IN NO EVENT WILL ICME LIMITED BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

Force Majeure

Neither party will be liable for any delay, interruption or failure in the performance of its obligations if caused by acts of war, declared or undeclared, fire, flood, storm, slide, earthquake, nor other similar event beyond the control of the party affected ("Force Majeure"). If any Force Majeure occurs, the party claiming the Force Majeure will promptly notify the other. The party claiming the Force Majeure will use commercially reasonable efforts to eliminate or remedy the Force Majeure. This Section will not apply to excuse a failure to make any payment when due.

Backup copies

VPS packages

ICME LIMITED can, upon request and as a service upgrade involving monthly fees, provide backup service. However, the customer must keep a personal backup copy of its software, sites, databases and all hosted content. ICME LIMITED should not be held responsible of any loss of data or data corruption.

Dedicated Server and Colocation packages

ICME LIMITED can, upon request and as a service upgrade involving monthly fees, provide backup service for colocation and dedicated server customers. The customers interested in such services must order it using the appropriate online form.

Reselling

The Customer in the normal course of its business may resell to its customers use (subject to all the terms of this Agreement) of the Customer Space, Resources and Bandwidth Services provided by ICME LIMITED to the Customer pursuant to this Agreement, except that the Customer will not allow such customers to interconnect with other users in the Premises Any act or omission of any such customer that would be a breach of this Agreement if committed by the Customer will be deemed a breach of this Agreement by the Customer. The Customer agrees to defend, indemnify and hold harmless ICME LIMITED, and its officers, directors and employees (collectively, the "Indemnities"), from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from (i) any act or omission of any such the customer that would be a breach of this Agreement if committed by the Customer, and (ii) any claim by any such customer arising from use of the Premises, services provided by ICME LIMITED under this Agreement or otherwise from performance or non-performance by a party in any manner related to this Agreement.

Responsibility for Content

The customer is solely responsible for the content stored on and served by his servers.

Entire agreement.

This Agreement including the attachments hereto and any Service Orders signed by the parties constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals and prior discussions and writings between the parties with respect thereto. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ICME LIMITED MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In case of any dispute or inconsistency this main agreement, any attachments, and/or any Service Order, the Service Order will take first priority, this main agreement will take second priority and the attachment will take third priority in interpreting the parties' rights and obligations.

Severability and Reformation.

If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

Governing Law and Jurisdiction

This Agreement is governed by the laws of Sweden applicable therein. The Parties irrevocably submit all disputes arising out of this Agreement to the Swedish court, judicial district of Stockholm

Complaints

Complaints or TOS & AUP violations must be reported to abuse@icmenet.com

Changes and rights

ICME LIMITED may vary these rules and regulations from time to time in its sole discretion, and the Customer will comply with all other reasonable security requirements that ICME LIMITED may impose from time to time, provided that the Customer has been given 30 days notice.

Acceptable Use Policy

This Acceptable Use Policy document, including the following list of Prohibited Activities, is an integral part of your Hosting Agreement with ICME LIMITED. If you engage in any of the activities prohibited by this AUP document ICME LIMITED may suspend or terminate your account.

ICME LIMITED 's Acceptable Use Policy (the "Policy") for ICME LIMITED Services is designed to help protect ICME LIMITED, ICME LIMITED's customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by ICME LIMITED. ICME LIMITED reserves the right to modify the Policy at any time, effective upon posting at <https://icmenet.com/tos.pdf>

Prohibited Uses of ICME LIMITED Systems and Services:

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through ICME LIMITED's servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on ICME LIMITED's servers, is prohibited. ICME LIMITED accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by ICME LIMITED customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any ICME LIMITED-hosted domain, or referencing any ICME LIMITED account, is prohibited.
4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org/rokso.
6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any ICME LIMITED customers or end-users by any means or device.

9. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the ICME LIMITED network or on another provider's network.

10. Using ICME LIMITED's Services to interfere with the use of the ICME LIMITED network by other customers or authorized users.

Customer Responsibility for Customer's Users

Each ICME LIMITED customer is responsible for the activities of its users and, by accepting service from ICME LIMITED, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of an ICME LIMITED customer will be forwarded to the ICME LIMITED customer's postmaster for action. If violations of the ICME LIMITED Acceptable Use Policy occur, ICME LIMITED reserves the right to terminate services with or take action to stop the offending customer from violating ICME LIMITED's AUP as ICME LIMITED deems appropriate, without notice.