

## General terms and conditions

These terms and conditions are applied to all services rendered by Pulsed Media (Later referred also as "Provider"), in conjunction with the special terms and conditions of the service in question.

Using any of services provided by the Provider you agree to these terms and conditions, including provider's website and any free or paid services, subscribed to or otherwise. These terms and conditions apply even in the case where the *services in question* are given or provided access to by a 3<sup>rd</sup> party, including from 3<sup>rd</sup> party give-away, promotions, and other means but not limited to.

Pulsed Media provides multiple different services, and extra or special conditions may apply, you may check any of these terms and applicability from <http://pulsedmedia.com/terms.php> or <http://wiki.pulsedmedia.com>.

## General access terms

Provider reserves the right to suspend, or cancel customer's access to services and/or products when Provider decides customer has inappropriately used, or breached the general or service specific special terms and conditions, services or products in question, or otherwise. Provider reserves the right at any time to remove, delete, amend, or take other administratively required actions on customer data on services and products provided by the provider for customer. Provider reserves the right to access, update, or transfer customer services at will, and as required by the continual operations of such services. Provider reserves the right to upgrade customer services when customer utilization level, or other usage clearly requires this, when continuing operation of services require such an action or otherwise.

## Customer information and details

Customer takes responsibility and guarantees that his or hers contact details, and personal or business information is accurate and up to date, including country and the responsibility for VAT payments. Customer is responsible to keep this information up to date and make sure that this information is correct.

Provider reserves the right to change this information if there is a reason to believe inaccuracy, delay service delivery/provisioning, change the applicable services or product rates/prices including, but not limited to taxes applied. Provider reserves the right to do such changes retroactively if inaccurate information has been noticed or suspected. Provider also reserves the right to charge administrative fees in such a case where information has been inaccurate, suspected to be inaccurate and it has significantly affected the charged rates, prices and/or taxes.

## Disputes

Provider reserves the right to cancel, suspend, remove or take other actions on any customer services for the duration of disputes, but not limited to the duration of dispute. Provider reserves the right to deny any future services for customers with past disputes. Disputes should primarily be handled by contacting provider's customer care. Any dispute revokes customer's right to refund. Shall customer threaten, or take legal action, we reserve the right for immediate cancellation of any customer services, billing account, and access to any Pulsed Media services, including PulsedMedia.com website but not limited to there, without a refund along with refusing contact, negotiations or discussion without the presence, or by proxy, of provider's legal team, lawyer or representative. All legal actions are to be taken under Finnish law, and if necessary in Finnish court. All public "outcries", smear campaigns, black painting, misleading information or

otherwise are considered as a serious dispute, and provider reserves all the same rights as in a dispute, along with a limited publication of account information, but excluding any names or contact details not published by the customer in question. This is to provide means to show the Provider's viewpoint, and to debunk misleading information, but not limited to such.

## Reclamations

Reclamations should be sent to [support@pulsedmedia.com](mailto:support@pulsedmedia.com) or opened via Provider's customer portal or helpdesk, with a thorough explanation. If reclamation is e-mailed it should originate from the registered billing e-mail address for identification purposes. All reclamations will be given due consideration, and submitting a reclamation is the only way for requesting refund policy or money back guarantee exceptions.

## Server and service utilization

Personal accounts are to be used by the primary owner only. Personal account holders are not permitted to resell or share their services with others. Personal accounts are not permitted to store 3<sup>rd</sup> party data or information on their services. Personal accounts however are allowed to *donate*, or to give-away services to a 3<sup>rd</sup> party *free of charge*, but the primary account owner will carry all responsibility of the 3<sup>rd</sup> party actions. Personal billing account username and/or password is not permitted to be given to a 3<sup>rd</sup> party, and to take reasonable precautions that other people may not access these.

Resellers may resell services purchased and create sub-accounts for billing. To be a reseller you must inform Provider's sales team via e-mail to [sales@pulsedmedia.com](mailto:sales@pulsedmedia.com) or via provided help desk.

All account holders are responsible to create reasonable secure passwords to their accounts, and to take reasonable precautions to keep their account details secure.

## Backups

Provider will not backup customer service data unless otherwise mentioned in the service details, and does not guarantee data retention. All account holders should take care to backup their data. Services on which backups are provided as part of the service provider reserves the right to keep only 1 copy in geographically same location, or even on an external hard drive on the same server, and provider also reserves the right not to guarantee validity and availability of a backup. Provider reserves the right to limit the backups to certain types of data or information, and to de-duplicate, compress and encrypt the backup data.

## Privacy

Provider will take care of customer privacy as specified by Finnish and European law. Document [http://wiki.pulsedmedia.com/index.php/Pulsed\\_Media\\_Privacy\\_Policy](http://wiki.pulsedmedia.com/index.php/Pulsed_Media_Privacy_Policy) outlines the spirit of privacy practices at Pulsed Media. Customer information will not be handed to 3<sup>rd</sup> party unless Finnish or EU law requires such action, usually accompanied by court order.

Provider reserves the right for release of customer information to authorities, independent lawyer or independent investigator where provider feels this action is to be taken to protect the rights, services or operation of provider.

## Unlimited and unmetered use policy

Provider offers unlimited and unmetered resources, such as bandwidth and/or network traffic for some of services by reserving a *very high* ratio of resources per user, account or customer. Provider reserves the right for temporary limitation to such resources for administrative or other purposes. Provider reserves the

right to limit, suspend, cancel or take other actions on accounts with a usage to such a high extent that may jeopardize service quality to other users/accounts on the same server, or services as a whole. Provider reserves the right to stop or restart processes or to suspend account of such users immediately without notification.

## **Payment policies**

All services and accounts are offered on a pre-pay basis, and as such all services need to be paid in full before access/provisioning/delivery of such services. This includes renewals of such services or products.

Provider reserves the right to by default offer subscription or automatic renewal option for customer services. Customer may cancel such subscriptions or automatic payments at will without affecting services for as long as services remain paid.

Payments are due on each anniversary or payment cycle. Payment cycles offered are monthly, quarterly (3 months), semi-annually (6 months), annually and biannually (24 months). Services may offer all, or part of these options.

All services are invoiced 14days before renewal/due date. Customers will be again invoiced automatically unless a cancellation notice or request has been done on customer billing portal. Failure to pay by end of due date may result in immediate suspension, or termination of services after 3 days overdue. Provider reserves the right to delete all account data at termination.

## **Refunds**

Provider reserves the right to deny all refunds, except in cases where the service falls within the money back guarantee. Immediate cancellation requests mid-term of service will not be entitled to pro-rata refund. All payments to Pulsed Media are to be considered final, except in cases where customer is entitled to money back guarantee.

Refunds for still undelivered/unprovisioned services will be provided on a case by case basis, usually these can be granted but in case of services which are expensive to deliver this right may be cancelled.

## **Money back guarantee**

Money back guarantee is offered for Seedbox services, Virtual Private Servers and Personal Dedicated Server 2G only. Provider reserves the right to cancel for money back guarantee when there is a high susceptibility of abuse of this policy or a significant amount of resources has been utilized during this period.

Money back guarantee only covers first orders of such services, and customers are only entitled to request refund for the first 14days since provisioning. Service will be refunded in full amount under money back guarantee.

## **Indemnification**

Customer agrees that it shall indemnify, defend, save and hold Pulsed Media harmless from any and all demands, losses, liabilities, costs, claims, including attorney's fees asserted against Pulsed Media, Pulsed Media's customers, agents, resellers, employees, officers, partners that may arise or result from any service or product provided or performed, or agreed to be performed by Pulsed Media. The customer agrees to defend, indemnify and hold Pulsed Media harmless against liabilities arising out of any injury to person or property caused by any services or products sold or otherwise distributed in connection with Pulsed

Media's services, and any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party, and copyright infringement, and any defective products or services sold to customer from Pulsed Media's sites, servers, services or products.

## **Disclaimers**

Pulsed Media is not to be held responsible for any damages your business may suffer. Pulsed Media makes no warranties of any kind, implied, expressed or any other kind for services and products offered by Pulsed Media. Pulsed Media rejects any warranty, fitness or merchantability for any particular purpose. This includes cases in result of delays, non-deliveries, wrong delivery, service interruptions causing data losses, or other losses, caused by Pulsed Media, Pulsed Media's employees, agents, partners, suppliers, customers, resellers or any other 3<sup>rd</sup> party. Pulsed Media reserves the right to update, revise or modify its policies at any time without prior notice.