

Special Conditions for Basic Management

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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 Basic Management (BM). 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 Basic Management

BM is an additional service that can be added to offerings such as dedicated servers and VPS. BM involves STW regularly updating the existing main version of the operating system and Control Panel if it's been ordered. Additionally, it monitors the uptime of services and hardware. Within BM, STW also performs routine checks to ensure that Acronis backup is being executed and continuously monitors the available storage space for backups, in cases where the backup service has been requested. The customer does not have root/administrator access unless otherwise agreed upon.

3.0 Issue Resolution

BM is offered at a fixed monthly rate, which includes what was described in section 2.0. If any issues arise in the managed service, they will be addressed by STW's technicians. The customer will be billed for the time spent on issue resolution at the applicable rates. Issue resolution will be carried out as soon as possible to minimize unnecessary downtime. If the estimated time for issue resolution exceeds 1 hour, a notification with the estimated time will be sent to the customer before proceeding with the resolution. The resolution will only take place after the customer has agreed to have the issue resolved.

Error messages or similar issues will be clearly specified on the invoice. If Acronis Backup is included in BM, and a system message indicates that there is limited disk space available for backups, an additional 100 GB of storage will be added. The purpose of this is to prevent backup operations from halting due to insufficient storage space. In such a situation, a notification will be sent to the customer. If the customer doesn't respond within 24 hours, the backup upgrade will proceed.

4.0 Money-Back Guarantee for 90 Days

In the event that the Customer is not satisfied with the BM service within a period of 90 days and chooses to cancel the service, any payment made for the web hosting will be reimbursed.

5.0 Uptime Guarantee

STW guarantees that services connected to BM will have a minimum uptime of 99.9%, unless otherwise agreed upon in writing. If, against all expectations, services linked to BM fail to achieve this level of uptime within a calendar month, the customer will be compensated an amount equivalent to what they paid for the BM related services for one month. Additionally, the customer will receive one month of BM services free of charge. A maximum of one free month will be granted as compensation within a calendar month. The customer must initiate contact if the uptime guarantee is deemed unfulfilled. Notified maintenance on hardware/infrastructure will not be considered downtime in relation to the uptime guarantee.

6.0 Subscription

BM 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.

7.0 Liability

Under no circumstances can the Customer claim compensation beyond the amount paid for BM 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.

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.