

Terms of Services (TOS)

These conditions apply to all products and services provided by ASERGO Europe GmbH & ASERGO Scandinavia ApS (referred to as "ASERGO").

Terms of Services and Contracts

- Any contract is valid for at least one month.
- Any contract will automatically renew itself unless a notice of termination has been given.
- Notice of contract termination shall be given a minimum of 24 hours prior to the renewal date.
- A valid notice of contract termination should be submitted via ASERGO's ticket system in your Dashboard.
- In case of malicious activities, ASERGO can disconnect your server at our choice.
- You are considered to have taken a product into use when you have received the necessary login information from ASERGO.

Terms of Billing and Payment

1. Pricing will remain the same at contract renewal unless changes in the contract or other terms have been agreed.
2. The billing cycle is identical to your contract period.
3. Your proforma invoice and paid invoices can be viewed and printed from your Dashboard at all times.
4. You can change your payment method at all times to any other payment method offered by us.
5. If you are using a credit card as payment, we will automatically draw the recurring amount on the date of your initial payment.
6. If you are using PayPal you can set up recurring payments directly in your Dashboard.
7. If you are using bank transfer you are responsible for transferring appropriate funds before the due date. We will send you a reminder 10 days ahead of your due date.
8. Overdue accounts cannot be canceled until the outstanding balance has been settled.
9. If you fail to pay in due course, ASERGO serves the right to disconnect your server(s) at our discretion and eventually terminate your server(s) unless you have entered into an agreement with us via your Dashboard.
10. If your server(s) are disconnected due to outstanding balances, ASERGO reserve the right to charge you a connection fee of EUR 25 per server.
11. Refunds will be given in exceptional circumstances at the discretion of our Management.

Your Rights and Obligations

1. You agree to adhere to ASERGO's Acceptable Use Policy (AUP).
2. You have full root SSH/console/KVM over IP access to your server(s).
3. You can have Private LAN between your servers free of charge.
4. You and you solely have access to your server(s).
5. You can install any software of your choice as long as it is legal.
6. You are responsible for any software applications you may install.
7. You may use any remote features and facilities included in ASERGO's services without any charges.
8. You are responsible for handling your domain names.
9. You may not perform malicious activities using ASERGO's services.
10. You are 100% responsible for any, and all activity coming from IP addresses belonging to your server(s).
11. You are responsible for back up of your data.
12. You cannot transfer this agreement to any third party unless agreed in writing.

Our Obligations and Rights

1. We own, without exception, all hardware and infrastructure installed in ASERGO's data centers.
2. We have no knowledge of your usernames and passwords.
3. We hold sufficient on-site spare part stock for all servers.
4. We will replace faulty components, or offer you a new server at no additional costs.
5. We are responsible for ASERGO's network infrastructure and all maintenance in this regard.
6. We guarantee that ASERGO's services are performed in accordance with best practice industry standards.
7. We do not guarantee that ASERGO's services are error free.
8. We do not guarantee that all advertised operating systems are available for auto install at all times.
9. If applicable, scheduled maintenance will be performed between 10:00 PM and 06:00 AM CET/CEST. (you will be notified in due course).
10. We cannot be held responsible for:
 - Your choice of operating system, software, applications or configurations.
 - Your, or any third party, actions that destroys your data, operating system, software, applications, configurations or any loss of any data whatsoever, and for whatever reason.
 - Any server downtime.
 - Your possible actions violating national or community laws, directives of the European Union, or any international laws or conventions.
11. We maintain and control ownership of all IP addresses and ASERGO reserve the right to change or remove any IP address at our discretion.
12. We are logging all network activity at all times, and at all levels, and ASERGO is saving this information for as many days as we consider appropriate.
13. We guarantee that your private information is treated confidentially, and will not be disclosed to any third party.
14. Any dispute between you and us is to be governed by Danish law and should be executed by the Maritime and Commercial Court in Copenhagen, Denmark.

These terms are subject to change without any notice. Version 16.06.