

General conditions

v. 1.2

1. The following general conditions apply to services and commissions (Service) that DOMELLO AB, business ID 556982-9426 (DOMELLO), performs on behalf of the client (Client). The conditions include all on-going and future commissions between the parties.
2. Acceptance of these conditions will take place once the Client has placed an order.
3. DOMELLO will perform the agreed upon commissions in accordance with these conditions and any other potential written agreements.
4. A Client which is considered a Consumer according to the Swedish Distance Contracts and Off-Premises Contracts Act (Distans- och hemförsäljningslagen) (2005:59), has the right to withdraw from the Contract if it has been entered into remotely, e.g. through the Internet, by notifying DOMELLO within 14 days counting from the day the Client receives the order confirmation (withdrawal period). However, the right of withdrawal expires if the Client has started using the Service during the withdrawal period.
5. If the Consumer asks DOMELLO to complete the contract during the withdrawal period, the right of withdrawal expires. The Client asks the completion of the contract by starting to use the Service, thus it will no longer be possible to withdraw from the Contract for the Service.
6. The Client may not sign over their rights and obligations according to this Contract to a third party without first obtaining written consent from DOMELLO.
7. The contents of each Service, such as domain name, web hosting and similar, are explained with each order as well as on the invoice/receipt. Additional contracts may be added depending on the top-level domain suppliers.
8. The domain name and/or services are renewed automatically if DOMELLO's different suppliers offer the possibility. It is the Client's responsibility to ensure that renewal is made. DOMELLO cannot be held responsible for the lack of renewal of domain name and web hosting service.
9. The Contract can be cancelled through the customer's control panel, or by an e-mail notice of cancellation to DOMELLO from the same e-mail address used for the registration of the account. Cancellation shall be made available to DOMELLO no later than 30 days before the Service expires.
10. Payment for the Services is made in advance. Payment must be made no later than 14 days after the date of the invoice. Payment is made through PlusGiro (Plusgiro), Bankgirot (Bankgiro), bank transfer or credit/debit card.
11. If payment is delayed, DOMELLO has the right to charge the Client statutory reminder/penalty fees as well as penalty interest.
12. DOMELLO has the right to sign over invoices to debt collector companies in cases where payment has not been made within the agreed time frame.
13. The Client must promptly inform DOMELLO if an invoice is considered faulty. If this has not been made within 10 days from the date the invoice was created, the Client's right to make such an objection expires.
14. Temporary campaign offers are only valid when subscribing to new Services and do not influence existing agreements and/or prices.
15. Changes to agreements and prices are notified in writing via e-mail and do not come into force until the new contractual period.

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16. DOMELLO does not control the contents that are uploaded to the Client's web host. DOMELLO does not accept responsibility for the information and contents that the Client has uploaded or chosen to publish. DOMELLO is thereby not responsible for direct or indirect damages that arise as a result of the Client's actions. DOMELLO is not responsible for any potential obligations to indemnify which the Client may have to a third party.
17. DOMELLO is only responsible for damages caused by neglect by DOMELLO. Liability is, if the damage is not caused by DOMELLO maliciously or as a result of gross neglect, limited to direct loss to a total amount equivalent to the fee for the contract period in question. DOMELLO is not responsible for indirect damage such as loss of information or distortion of information, nor damages caused by unauthorised entry into DOMELLO's computer resources, loss of data or other damages that may arise due to misuse, viruses or attacks on our or our collaborators servers.
18. No compensation is issued in case of faults caused by DOMELLO's subcontractors.
19. Claims due to faults by DOMELLO are to be delivered promptly in writing in connection with the potential damage being discovered.
20. The Client is responsible for DOMELLO having the Client's correct contact details at any given moment. DOMELLO is not responsible for problems or damages that are caused by out-dated contact information.
21. The Client is responsible for safe handling of the login information and codes sent out by DOMELLO.
22. The Client is responsible that the contents or domain registration names done by the Client are not unethical, do not intrude or infringe upon the rights of a third party, break Swedish law or cause other damage.
23. The Client is responsible for taking prompt action if DOMELLO urges the Client to remove information that is considered inappropriate by DOMELLO. DOMELLO reserves the right to determine what is considered inappropriate information or inappropriate use of the Services.
24. The agreement can be cancelled by DOMELLO in cases where the Client violates the agreement. Before the agreement is cancelled, DOMELLO shall give the Client the opportunity to take action to correct the potential breaches of the agreement.
25. DOMELLO reserves the right to immediately and before notifying the Client to cancel the services that affect other client's safety or functionality.
26. To protect the Client's integrity, DOMELLO handles all client information confidentially and in accordance with the Swedish Personal Data Act (PUL). However, DOMELLO has the right to publish information in accordance with the top-level registrar's WHOIS-policy and to release information to authorities that request it with support of the law.
27. If a party is prevented from fulfilling their commitments as per this agreement due to circumstances that the party has no control over such as stroke of lightning, industrial dispute, fire, seizure of goods, regulations by the authorities as well as faults and delays by the subcontractors due to reasons given above, it grants a ground for exemption which brings postponement of the performance time. If the fulfilment of the agreement has for the most part been prevented under a long period of time due to above given circumstances, each party has the right to retire from the contract without liability to indemnify.

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28. DOMELLO has the right to change these conditions. Changes of the agreement conditions are communicated in writing via e-mail to all clients.
29. Disputes regarding the interpretation or implementation of these general conditions are to be settled in a Swedish court of law in accordance with Swedish law. The first instance is Gothenburg District Court (Göteborgs tingsrätt).