

Terms of Service

Relakks

General

These terms in combination with what is stated at the ordering of the service regulates the agreement (“the Agreement”) between Relakks AB (Swedish organisation number 556590-9116, “Relakks”), Sweden, and the customer (“the Customer”) (jointly “the Parties”). The Agreement concerns the by Relakks delivered service Relakks (“the Service”). Relakks provides general information about the Service via <http://www.relakks.com> (“the Web Site”). Messages from Relakks to the Customer are sent via e-mail. Such message shall be considered to be received seven (7) days after its sending, if it does not seem unlikely that the message has been received after this point in time. The Customer is aware that the Customer during the whole Agreement term must have a broadband connection in order for Relakks to be able to deliver the Service to the Customer. In the case that the Customer cancels its broadband connection, the Service can no longer be delivered by Relakks.

Description of the Service

The Service gives the Customer a possibility to connect anonymously to the Internet through a particular software (VPN client). The Service requires that a connection to a broadband network via ADSL or similar exists. The Service does not include such broadband connection. The Customer therefore must purchase such subscription with another vendor.

The Service includes a dynamic IP-address, which is supplied to the Customer automatically.

Agreement Term and Termination

The Agreement shall be considered to have been entered into by the Parties when the Customers payment in advance for a period of at least thirty (30) days has been received by Relakks. The Customer can also order the Service for a larger number of months by paying for several periods. The periods are always paid in advance and the cost is published in current price list on the Web Site. Paid money is not refunded. The Customer can cancel the Agreement at any time by sending a message to Relakks about this via the Web Site. The Customer can also stop filling its account, which will first lead to a blocking of the Service when the account is empty for the next thirty (30) days’ period. After six (6) months without activity at the Customer’s account, the Customer’s account will be erased. Relakks may decline to enter into agreement with the Customer after consideration. The Customer is obliged to read and understand the at each point in time current terms of service.

Relakks may cancel the Agreement with thirty (30) days’ notice period.

Fees

Payment is transferred through payment to the Customer’s account at Relakks. Payment shall be made according to for the Service current terms and fees. The Customer shall within reasonable time inform Relakks if and when a required fee is considered erroneous.

Fees are charged the Client according to at each time current price list for the Service which is available at the Web Site.

Right to cancel

If the Customer is an individual and orders from a distance, i.e. through the Internet, telephony, TV or in the home, the Customer according to Swedish law has the right to cancel the Agreement within 14 days from the day that Relakks confirmed the order. The Customer shall in this case inform Relakks' customer support in writing via e-mail within 14 days from the confirmation of the order. However, the right to cancel only exists if the Customer has not started to use the Service during the 14 days term.

Customer information

Relakks registers the Customers log in details at its application on the Web Site, in order for the Customer to be able to use the Service and for Relakks to be able to fulfill its commitments according to this Agreement. By entering into this Agreement, the Customer consents to Relakks using log in details connected to the Service disregarding of the type of media for the registration. This also includes usage in addition to the above for statistics and marketing activities.

Moving and transfer

Relakks is allowed to at any time transfer this agreement or the right to receive payments according to this agreement. The Customer is not allowed to transfer this agreement without written permission from Relakks in advance.

The Customer is aware that Relakks may not be able to deliver the Service in the case that the Customer would move or transfer the Agreement, as the Agreement demands an active broadband connection. The Customer cannot claim refunds due to moving.

Changes

Relakks is allowed to without prior message to the Customer perform changes in the Service which do not to a larger extent changes the function of the Service. Relakks informs about major changes via e-mail in advance. A Customer who does not wish to use the Service due to such above mentioned changes shall cancel the Agreement in writing via e-mail no later than seven (7) days before such change occurs. Major changes in prices and the Terms of Service during the Agreement term are informed to the Customer via the Web Site.

Maintenance

Relakks is allowed to perform activities affecting the Service if they are needed due to reasons related to technology, maintenance or operation. Relakks shall perform such activity with haste and in such a manner that the disturbances are limited.

Customer's Obligations

The Customer is obliged to read and understand the at each point in time current terms for the Service. These terms are available at the Web Site. All hard- and software which the Customer connects to the Service shall be approved by Relakks. At any disturbances, the Customer shall immediately disconnect the disturbing hard- and software. The Customer can be made responsible for damage caused due to connection of non-approved hard- or software to the Service.

The Customer answers for that any other who has been given an opportunity to use the Service will follow this Agreement. The Customer is fully obliged to keep user-ID and password in such a manner that others cannot dispose of these or otherwise use the Service. The Customer is responsible, disregarding of the user, for all obligations due to agreements through using the user-ID with the password until when the password has been canceled.

Closure of the Service

Relakks is allowed to close the Service and cancel the Agreement without any obligation to refund money at the Customer's account or paid fees, if it turns out that the Customer has used the Service wrongly or acted otherways in a way that has lead to considerable inconvenience for Relakks, Relakks' systems and connected systems, other Customers or third party.

Limitation of Liability

Relakks' liability for damages is limited to 1000 SEK including VAT per year, counted from the day when the Agreement came into force. This is not applicable if the damage has occurred to an end consumer who used the connection for its own usage, when payment for damages are performed in accordance with Swedish consumer law.

Relakks is not liable for errors in the broadband connection or used hard- or software which is supplied by other service provider or vendor. Relakks is not liable for damages occurred by disturbances caused by technical, maintenance or operation reasons.

Possible damages do not include indirect damages or loss in Customer's business. Relakks is not liable for inconvenience, damage or loss caused by circumstances beyond the control Relakks or which Relakks could not reasonably control or predict.

As a attenuating factor can be considered, among other things, accidents, wars, riots, extreme weather, labor disputes, failure of another operator's network and the act or omission by the Authority or a third party's side. The foregoing shall also apply if a subcontractor to Relakks is prevented from fulfilling his performance as a result of such event or circumstance.

Use of the Service

Customer may not resell or make Relakks' services available for use by third parties. Customer shall not seek to obtain unauthorized access to any other areas or resources within the network. Nor create nuisances such as unwanted e-mail so-called SPAM.

The Customer is responsible for the information conveyed, and all material published, via the Service. Relakks reserves the right to immediately turn off the service if the Customer transmits or posts information in violation of Swedish law, or the requirement of good publishing practice or code of ethics known as Netiquette.

Relakks is allowed, in these cases, to terminate the Agreement and delete the Customer's information. The Customer is responsible for any use of the Service until it was blocked by Relakks. Relakks is entitled by technical or operational reasons to change the Customer's login information.

Intellectual property rights

Relakks and its licensors have full ownership of all intellectual property rights in the by Relakks provided equipment, software, manuals or other information.

Dispute

The application and interpretation of this Agreement shall be settled in accordance with Swedish law. Dispute heard by the General Consumer Complaints Board (“Allmänna reklamationsnämnden”) or the ordinary courts.