

Terms and Conditions

THE AGREEMENT: The use of this website and services on this website provided by **Equitia** (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts, and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

DEFINITIONS

"Agreement" denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website.

"We", "us" and "our" are references to EQUITIA.NET.

"User", "You" and "your" denotes the person who is accessing the website for taking or availing any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website.

"Website" shall mean and include **equitia.net** and any successor Website of the Company or any of its affiliates.

Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

ASSENT & ACCEPTANCE

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE:

- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. If you do not agree to these Terms or our Privacy Policy, then please cease using the Services immediately. We reserve the right to change these Terms at any time (see "Changes to these Terms" below.) By accessing, browsing and/or using the Services after updates to these Terms have been posted, you agree to be bound by the updated Terms. THESE TERMS AND OUR PRIVACY POLICY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND Equitia.

Consequences of Non-Compliance

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Services and may subject you to civil and criminal penalties.

ACCURACY OF INFORMATION

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to user descriptions, pricing, availability, promotions and offers. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and conditions at any time and for any reason. We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and conditions by your continued use of the Site after the date such revised Terms and conditions are posted.

FEES AND PAYMENT

All services provided by Equitia are invoiced according to the fees published on <https://www.equitia.net/vps> at the time of purchase. Equitia reserves the right to modify fees and surcharges at any time, for any reason, at its sole discretion. Unpaid invoices for delivered services shall attract a late payment fee and interest at a rate according to Norwegian law. Equitia reserves the right to transfer payment claims to a third party. Except as provided herein, all fees are non-refundable, in whole or in part, even if your domain registration or service is suspended, cancelled, or transferred prior to the end of your then-current term.

TERM OF SERVICE, RENEWAL, AND TERMINATION

Unless otherwise specified, all services provided by Equitia are for a one-year initial term and is renewable thereafter for successive one-year terms. You acknowledge and agree that the renewal fee may be higher or lower than the price you paid for the then-current term of service. A renewal invoice is normally sent to the billing address 30-60 days prior to expiry of the current term, giving you ample time to cancel or make changes to current services. Transferring a domain name away from Equitia to another registrar or service provider is regarded as a cancellation of your services with us, unless you have informed us in advance that the services are to be continued. If you have not received a renewal invoice by the expiry date of the current term, it is your responsibility to contact us and request that the services be renewed, and a renewal invoice issued.

ACCURACY OF INFORMATION

You agree to provide true, accurate, current, and complete information as required by the application process. You agree to respond within 7 (seven) business days to any inquiries Equitia may make to determine the validity of any information provided by you. You understand that Equitia relies on the contact information you provide to send you important information and notices regarding your domains and services. Failure by you for any reason to provide Equitia with accurate and reliable information at any time, or to timely respond to any inquiries to verify the information you provide, shall be considered a material breach of this Agreement.

OBLIGATION TO KEEP INFORMATION UP TO DATE

It is your responsibility to ensure that all contact information is current and valid for all your domain names and related services. Changes to contact information must be made via the control panel available at <https://www.equitia.net/secure> Equitia does not accept notification of changes via email, or postal mail. If you do not keep the contact information updated, your domains and/or related services may, at the worst, be deactivated or deleted because there is no way to contact you.

ACCEPTABLE USE POLICY (AUP)

Equitia services may not be used for any purpose that Equitia deems unacceptable. Unacceptable uses include sending unsolicited email (spam) to individuals or groups; port scanning; denial of service (DoS) attacks; attempting to gain unauthorized access to Equitia's or third-party servers; spreading computer viruses and trojans; and promoting or distributing material that is racist, pornographic, or otherwise objectionable. This includes activities where a domain name registered through Equitia points to an external server that distributes or promotes illegal material, or where a domain name registered through Equitia is promoted via unsolicited email sent from servers not owned by Equitia. You agree that any use of your account with Equitia that violates our Acceptable Use Policy constitutes a material breach of this Agreement. If Equitia deletes, suspends, cancels, terminates, or otherwise interrupts your service for violating our Acceptable Use Policy, all fees paid to Equitia are non-refundable and non-creditable.

ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of equitia.net.

- You further agree not to use the Website or Services:
- To harass, abuse, or threaten others or otherwise violate any person's legal rights.
- To violate any of our intellectual property rights or any third party.
- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
- To perpetrate any fraud.
- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
- To publish or distribute any obscene or defamatory material.
- To publish or distribute any material that incites violence, hate, or discrimination towards any group.
- To unlawfully gather information about others.

CONFIDENTIALITY OF ACCOUNT AND LOGIN INFORMATION:

Your Equitia usernames and passwords (e.g. for the control panel, FTP, email accounts, login shell, database, etc.) are strictly confidential, and you agree to be solely responsible for protecting them. You must only share this information with people (like webmasters) who need it to maintain your domains and related services. You agree to change the password immediately if you suspect it has been compromised or if the person who knows it has left the domain or related services. You also agree to change your passwords periodically for security. If you haven't changed your password in a long time, Equitia may generate a new one for you. We also reserve the right to change the password if we suspect unauthorized access. Notify Equitia of any unauthorized use of your account or other security breach. As well as being solely responsible for all charges, liabilities and/or activities made on your account, whether authorized or not. As a result of someone else using your password, account and/or account information, you agree that Equitia is not liable for any loss you may suffer as a result. If someone else uses your password, account, or information, you agree to be held liable for any losses suffered by Equitia or another party. Any activity on your account, whether authorized or not, is solely the responsibility of you.

TERM AND TERMINATION OF AGREEMENT

This Agreement will remain in full force and effect while you have an account with Equitia. A refund or credit of any fees paid to Equitia will not be given if you cancel or terminate this Agreement with Equitia.

You agree to give Equitia 30 (thirty) days written notice if you wish to cancel this Agreement. You agree that Equitia may terminate this Agreement or any part of its services at any time without notice if you breach this Agreement. You acknowledge that your failure to fully comply with this Agreement or any Equitia rule or policy may be a material breach of this Agreement. As a result of any breach of this Agreement, Equitia will not refund or credit any fees paid by you. Equitia's failure to notify or act on a possible breach by you does not excuse the breach or waive Equitia's right to notify or act on the breach later.

INDEMNIFICATION OF Equitia

You agree to indemnify, defend, and hold harmless Equitia and its subsidiary and parent companies, subcontractors, agents, affiliates, and assigns, as well as any of their current and former employees, officers, directors, and shareholders, from and against all losses, liabilities, claims, damages, costs, and expenses, including reasonable attorneys' fees and costs, and any other expenses arising out of or related to your domain registration, application, or use. Should Equitia face a lawsuit or become aware of a lawsuit filed or pending by a third party, Equitia may seek written assurances from you regarding your promise to indemnify Equitia. If you fail to provide such written assurances, this Agreement may be deemed materially breached. Unless and until this Agreement is terminated or expires, this indemnification obligation shall survive.

INDEMNIFICATION OF REGISTRY OPERATORS

You agree to release, indemnify, defend, and hold harmless all Registry Operators and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all losses, liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and costs and any other expenses arising out of or related to your domain registration, application, transaction request, resale, or use of services provided by Equitia and any disputes regarding same. This indemnification obligation shall survive the termination or expiration of this Agreement.

WARRANTY DISCLAIMER

Except for the representation that Equitia is accredited domain name registrar, we make no representations or warranties of any kind whatsoever, express, or implied, in connection with this Agreement or any of our services. Further, we expressly disclaim the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You agree that the use of our services is solely at your own risk. Our services are provided "as is" and we make no warranty that our services will meet your requirements, or that the services will be uninterrupted, timely, secure, or error free, or that defects will be corrected. We make no warranty regarding the results that may be obtained from the use of our services or as to the correctness, accuracy or reliability of any information obtained through the services we provide. We make no warranty regarding any services obtained using our services or through any transaction entered using our services. You understand and agree that any material or data downloaded, accessed, or obtained using our services is done at your own risk and that you will be solely responsible for any damage or loss to your computer system or data that results from the download of any such material or data. You understand and agree that any information or advice you obtain from us or using our services does not create any warranty and that you may not rely on such information or advice.

LIMITATION OF LIABILITY

Equitia is not liable for any indirect, special, incidental, or consequential damages (including lost profits) resulting from, connected with, or arising out of the use or inability to use any of Equitia's services, even if Equitia has been advised of the possibility of such damages. Equitia's aggregate liability in no event shall exceed the amount of the fees you paid to Equitia for the service. You acknowledge and agree that Equitia is not liable for any loss or damage resulting from the following: (1) access delays, denial of service (DoS) attacks, or access interruptions to our web site or domain name registration system; (2) data non-delivery or mis-delivery; (3) events beyond Equitia's reasonable control; (4) unauthorized use or misuse of your account or any of the services provided to you by Equitia; and (5) the inadvertent disclosure or theft of your personal information

FORCE MAJEURE

Neither party shall be deemed in default or liable for any failure or delay in performing its obligations under this Agreement because of an earthquake, flood, fire, storm, natural disaster, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying on this section has given prompt written notice to the other party of the occurrence of such event within 5 (five) days of the occurrence of such event. If the force majeure event continues for more than 30 (thirty) days, Equitia may terminate this Agreement at its discretion.

ENTIRE AGREEMENT

This Agreement, including all specifications and policies incorporated by reference, contains the parties' entire agreement regarding its subject matter and supersedes all prior arrangements, representations, statements, negotiations, understandings, proposals, or undertakings, oral or written, with respect to the subject matter hereof.

SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, the remainder of the Agreement shall remain valid, and the provisions of this Agreement shall be severable to that end.

GOVERNING LAW

This Agreement shall be governed by Norwegian law and judicial decisions. Any differences or disagreements arising out of this Agreement are to be resolved in accordance with Norwegian law.

LANGUAGE

This Agreement shall be construed and enforced in the English language. To the extent that you receive a translation, it is provided for your convenience only, and in the event of a conflict between the English and translated versions, the English version shall prevail, to the extent permitted by law.

CONTACTING US

If you would like to contact us to understand more about terms or wish to contact us concerning any matter, you may do so via the contact us or email us at support@equitia.net

Equitia
Norway

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