HOSTUP

Terms of Service

Hostup AB · Version 1.1 · 26 September 2026

These terms (the "Terms") apply between you (the "Customer") and Hostup AB, reg. no. 559290-1325 ("Hostup"), trademark no. 018764145, for the services Hostup provides (the "Service"). The Terms are a binding agreement, whether you order as a private individual or on behalf of a company. They replace version 1.0 of 1 June 2025.

A "Consumer" is a private individual who orders mainly for purposes outside their business. A "Business Customer" is every other customer, including companies, associations and public bodies. Where the Terms say nothing else, a provision applies to both.

---

1. The Service

1.1 Under the Service you rent resources on Hostup's servers, for example web hosting or a VPS.

1.2 Hostup strives to take backups of your files but is not liable for lost data. You are responsible for keeping your own copies of information that matters to you.

1.3 Hostup may suspend the Service for good reason, for example abnormal load on our systems, illegal activity or a breach of our Acceptable Use Policy (the "AUP"). Where possible we warn you in advance, unless the AUP says otherwise.

1.4 Hostup may restrict or suspend services immediately and without warning in case of serious abuse, or where there are reasonable grounds to suspect an immediate threat to the platform or to others. If an individual investigation shows intentional and serious abuse, for example attacks, fraud, deliberate crypto mining, or an abuse case you deliberately ignored after the deadline we gave, Hostup may terminate all your services and close your entire client account. You may then not buy Hostup's services again. A Business Customer gets no refund in that case. A Consumer pays the fees that have fallen due and the loss the breach has caused Hostup; any prepayment beyond that is refunded where the law requires it.

1.5 We work for high availability but are not liable for losses caused by downtime, except as set out in the SLA in section 20. Current incidents are shown at status.hostup.se. That page does not show problems that concern a single customer's configuration.

1.6 An agreement is concluded when Hostup accepts the order or activates the Service. An automatic confirmation that the order has been received is not an acceptance. Until then Hostup may decline an order, and then refunds any payment made for it.

1.7 Towards a Business Customer, Hostup's total liability under the Terms, the Data Processing Agreement and other agreement documents is limited to the amount the Customer has paid to Hostup in the twelve months before the event that caused the damage. Hostup is not liable to a Business Customer for indirect damage, such as lost profit or interruption of business, and the same damage is not compensated twice. Downtime covered by the SLA in section 20 is compensated only under the SLA. These limits do not apply where mandatory law does not allow them.

1.8 Hostup is not liable for inconvenience, financial loss or other damage resulting from interruptions or faults in the Service.

1.9 The limitations in sections 1.2, 1.5, 1.7, 1.8, 10, 11, 12 and 14 apply to Business Customers. They do not limit Hostup's duty to perform what it expressly undertakes in the Data Processing Agreement and the SLA, but a Business Customer's claims for compensation remain subject to section 1.7 unless expressly stated

otherwise. A Consumer's rights in case of delay, defects or other breach follow from mandatory consumer law and are not limited by these sections.

2. Term and subscription

2.1 The Service runs until further notice, with no minimum term, with the billing period you choose when ordering. You can cancel the Service at any time, see sections 2.5 and 4.2.3. You can also upgrade or downgrade in the client area. An upgrade is charged pro rata for the rest of the paid period and takes effect when its invoice is paid. A downgrade or a change of billing period takes effect from the next renewal, unless something else is shown when you order the change.

2.2 **Money-back guarantee.** On a new order of VPS or web hosting, both Consumers and Business Customers have a money-back guarantee for 14 days from activation, or for two days if you live or have your registered office outside the EU/EEA when you order. You ask for it in the client area or through support. The guarantee covers the fee for the newly ordered service, not renewals, domains or cPanel licences. If the request is approved, the service ends and its fee is refunded. The guarantee does not apply to intentional abuse under section 1.4 and does not affect your statutory rights.

2.3 **Right of withdrawal.** A Consumer who has a right of withdrawal under the Swedish Distance Contracts Act may withdraw from the agreement within 14 days of its conclusion by telling Hostup clearly, for example through support or at info@hostup.se. The Swedish Consumer Agency's standard withdrawal form may be used. If you have expressly asked for the service to start during the withdrawal period, Hostup may charge for the part delivered before you withdrew. For a service that has been fully delivered, the right of withdrawal ends only if you have expressly agreed to that and confirmed that you lose the right. Refunds are made within the time and by the payment method the law requires.

2.4 Hostup may suspend the Service if payment is not received.

2.5 The agreement for the Service ends on the day your cancellation under section 4.2.3 or Hostup's termination under section 2.6 takes effect, or when the Service otherwise ends under these Terms. Fees that have already accrued remain payable, unless the Terms provide for a credit or refund. You cancel the Service in the client area or by contacting support. The Service renews automatically until it is cancelled. If a renewal is not paid, section 4.2 applies, and for domains section 3.2.

2.6 Hostup may terminate a Service with at least 30 days' notice by email, for example when a service is discontinued. The notice states which service it concerns, when it ends and how you retrieve your data. Fees you have paid for the time after the Service ends are refunded. Sections 1.3, 1.4 and 4.2 and the AUP are not affected.

3. Domain names

3.1 Hostup registers .se and .nu domains with Internetstiftelsen and all other top-level domains through Openprovider. When ordering you accept the registry's terms separately, and you must be authorised to act for the domain holder. You must give correct details for the holder and contacts and help with any verification the registry requires. Registration, renewal, restoration and transfer require that the registry's rules and deadlines are met.

3.2 When automatic renewal is on, we send an invoice 30 days before the domain expires. If the invoice is not paid, the domain is not renewed. You can also renew domains yourself in the client area.

3.3 The price of a transfer to Hostup, and whether the transfer extends the domain, depend on the top-level domain and are shown before you complete the order.

3.4 Hostup keeps the registration data that the law requires and discloses it when the law requires.

4. Payment

4.1 Every purchase and renewal is invoiced, and the invoice must be paid by the due date. You can pay through Stripe, for example by card, Apple Pay, Google Pay or Klarna, and also by Bankgiro or Swish for invoices in SEK and by SEPA transfer for invoices in EUR.

4.2 If payment is not received, the following applies. An invoice for something already carried out, for example a registered, renewed or transferred domain or a VPS paid in arrears, must always be paid and is not credited, and the debt may be passed to debt collection.

4.2.1 Web hosting may be suspended after the due date. If payment has not arrived 15 days after the due date, the service is terminated and the account is removed from the server. The unpaid renewal invoice is then credited; other debts remain. Backups of a removed account are deleted within one week.

4.2.2 A VPS is terminated automatically if payment is not received. If payment has not arrived 15 days after the due date, the VPS and its snapshots are permanently deleted and cannot be restored. The unpaid renewal invoice is then credited; other debts remain. A VPS paid in arrears by usage (per hour and per GB) is instead paused if payment is not received and starts again when the invoice is paid. That invoice covers service already used, must always be paid and is not credited. If the invoice is still unpaid 30 days after the due date, Hostup may terminate the server and delete it.

4.2.3 When you cancel a service yourself in the client area, you choose whether it ends immediately or at the end of the paid period. The fee for the paid period is not refunded when you cancel the service yourself, except under sections 2.2 and 2.3.

4.3 When you pay by card, Apple Pay or Google Pay, you authorise Hostup to charge future fees for the Service to the same payment method until you cancel it. The authorisation covers only amounts due under the agreement.

4.4 You choose whether prices are shown including or excluding VAT. VAT follows the rules for where you are: Swedish VAT for customers in Sweden, your country's VAT rate for private individuals elsewhere in the EU, and no Swedish VAT for companies in another EU country with a valid VAT number (reverse charge) or for customers outside the EU. The total to pay is shown before you order. Invoices are sent 30 days in advance for web hosting and domains and 14 days in advance for VPS. Payments are made in SEK, EUR or USD.

4.5 Hostup may change the price of recurring services from a new billing period, for example because of changed costs, supplier prices, taxes or exchange rates. We tell you at least 30 days before the change takes effect, and you may cancel the service before then without paying the new price. A price already invoiced applies for that period.

4.6 You must keep your contact and payment details up to date, so that we can receive payments and reach you.

4.7 **Account balance.** You can add balance to your account, which is applied automatically to coming invoices. The balance does not expire. Balance that you have added yourself is not paid out; a Consumer may, however, ask for unused balance back within 14 days of adding it. If you have paid too much by mistake, for example the same invoice twice, the amount is added as balance, and you can ask for it back within three months of the payment. It is then paid out to the same payment method. If Hostup terminates your services under section 2.6, unused balance is refunded.

5. Personal data

5.1 How we process personal data is described in our Privacy Policy. When Hostup processes personal data on your behalf, the Data Processing Agreement applies; it is part of the agreement.

5.2 An account closed under section 1.4 may not be recreated without Hostup's written approval, in your own name or through someone else. For serious breaches Hostup may take legal action.

6. Governing law and disputes

6.1 The Terms are governed by Swedish law. Disputes with Business Customers are decided by Swedish courts, with Stockholm District Court as the first instance. A Consumer keeps the protection and the right to go to court that mandatory law gives.

6.2 The parties should first try to resolve a dispute between themselves. This does not prevent anyone from going to court, asking for interim measures or contacting an authority.

7. Consumer disputes

7.1 A Consumer may refer a dispute to the Swedish National Board for Consumer Disputes (ARN), Box 174, 101 23 Stockholm, arn.se. Consumers in other EU countries can get help from the European Consumer Centre in their own country.

8. Corrections

8.1 Information on the website, such as prices, descriptions and availability, may contain errors, and Hostup may correct it. An error affects an agreement already concluded only where the law allows it, for example where you realised or should have realised that the price was wrong.

9. Indemnity

9.1 A Business Customer indemnifies Hostup against reasonable and documented losses and costs from claims by third parties that are caused by the Customer's breach of the Terms, unlawful content or infringement of the rights of others. Hostup tells the Customer about the claim without undue delay and lets the Customer take part in the defence. Hostup may lead the defence, but a settlement that imposes obligations on the Customer other than payment requires the Customer's consent. The indemnity does not apply to the extent the claim is caused by Hostup's own breach. A Consumer is liable under applicable law.

10. Data in the Service

10.1 We keep certain data in order to operate the website and the Service. Although we take regular backups, you are responsible for securing your data. Hostup is not liable for lost or corrupted data.

10.2 The content of your services is yours. Hostup uses it only to provide, maintain, protect and support the Service, to follow your instructions or where the law or an order of a public authority requires it, and treats it as confidential, also after the agreement has ended. Only staff and suppliers who need it for those purposes, and who are bound by confidentiality, have access to it. For personal data the Data Processing Agreement also applies. Compensation to a Business Customer follows section 1.7.

11. Force majeure

11.1 Hostup is not liable for loss or damage caused by circumstances beyond our control, such as natural disasters, war, terrorism, government decisions or widespread internet disruption.

12. No warranty

12.1 The Service is provided as is and as available. Hostup does not warrant that the Service is uninterrupted, free of errors or meets all your expectations. No security measure removes every risk; Hostup's security commitments are set out in the Data Processing Agreement.

12.2 Third-party software included in the Service, such as cPanel, is provided without further warranties from Hostup than those in the service description, the SLA or the Data Processing Agreement.

13. Agreement documents and changes

13.1 The agreement consists of these Terms, the AUP, the Data Processing Agreement, the SLA and what your order states. A separately negotiated written agreement takes precedence. Otherwise, the Data Processing Agreement takes precedence on personal data, the registry's terms on domains, the SLA on availability and the order on the service ordered, and each only on the matter it governs. If the language versions of the Terms or the AUP differ, the Swedish version prevails.

13.2 Hostup may change the Terms and the AUP to comply with changed law or regulatory requirements, address security risks or new forms of abuse, adapt the services to technical developments, changed supplier terms or changed costs, or clarify the terms. Price changes follow section 4.5. A change is published as a new version and sent to you by email at least 30 days before it takes effect. If you do not accept it, you may cancel the affected services before the change takes effect. A change required by law, or one that is only to your advantage, may take effect earlier. If a change impairs a Consumer's access to or use of the service more than insignificantly, the Consumer may also terminate the agreement free of charge within 30 days of being told of the change or of its implementation, whichever is later, as provided by the Swedish Consumer Sales Act. Corrections of language, references and obvious errors that do not change the meaning may be made without notice and without a new version.

14. Your responsibility for the account

14.1 You are responsible for everything done through your account, even if someone else uses it, with or without your permission.

14.2 You must protect your login details. Hostup is not liable for damage caused by weak passwords or inadequate protection.

14.3 If your account is used for illegal activity, such as phishing, fraud or spam, you are fully responsible even if it results from unauthorised access.

14.4 Hostup may restrict or suspend the account under sections 1.3 and 1.4 and section 1 of the AUP.

14.5 Sections 14.1–14.3 do not apply to the extent the damage is caused by Hostup's own breach. Claims from third parties are handled under section 9.1.

15. Abuse reports

15.1 You must respond to abuse reports that Hostup forwards to you within the deadline stated in the report, normally 72 hours. The procedure is described in section 1 of the AUP.

15.2 If a report concerns copyright or trademark infringement or other illegal content, you must fix the problem at once or show that the report is unfounded.

15.3 If you do not respond or fix the problem within the deadline, the Service may be suspended immediately.

15.4 For particularly serious breaches (child sexual abuse material, revenge porn or illegal sale of medicines), the Service is suspended immediately, without warning. Refunds follow section 1.4.

15.5 If Hostup incurs costs for handling legal claims or requests from authorities concerning illegal content in your service, you shall reimburse reasonable and documented costs, provided that

a) you have been notified in writing and given a reasonable opportunity to fix the problem yourself or take part in the defence,

b) the costs are directly related to the content of your service, and

c) the reimbursement does not exceed the lower of the actual costs and twelve months' fees for the service concerned.

No reimbursement is due to the extent the problem was caused by a security flaw at Hostup or the claim turned out to be unfounded. Your cooperation is taken into account in keeping the costs down. Costs are not

reimbursed twice under this section and section 9.1.

16. Severability

16.1 If a provision of the Terms is invalid or unenforceable, the remaining provisions continue to apply, to the extent the agreement can stand without it and mandatory law does not require otherwise.

17. Affiliates

17.1 Hostup's affiliate programme is run through Addrevenue. You apply at addrevenue.io/sv/join/hostup.

17.2 Promoting Hostup through discount, cashback or rewards sites is not allowed. We review sales every month and remove sales from such channels.

17.3 Hostup may review all affiliate sales. Sales from prohibited channels are cancelled and the commission on them is reclaimed.

17.4 Buying or bidding on Hostup's trademark, company name or variants of them as keywords in paid advertising, such as Google Ads, Microsoft Ads or Meta Ads, is prohibited. This includes "hostup", "host up" and "hostup.se". These terms must be added as negative keywords in all campaigns.

17.5 If an affiliate breaks these rules, Hostup may terminate the affiliate agreement with immediate effect, withhold and reclaim commission attributable to the breach, and set off the loss caused by the breach against other commission.

18. Contact

18.1 Hostup AB, reg. no. 559290-1325, Mässvägen 4, 125 30 Älvsjö, Sweden. Phone +46 10 198 54 18. Send questions and complaints to info@hostup.se or through the support form.

19. VPS backups

19.1 Hostup automatically backs up every VPS, at no extra cost, according to the settings available for the service. No speed or restore time is guaranteed.

19.2 The backups are intended for short-term recovery, for example after an upgrade that went wrong, and not for long-term archiving.

19.3 Older backups are removed continuously.

19.4 Storage keeps three copies of all data. This protects against disk and server failures, but during a failure and the rebuild that follows there may temporarily be fewer copies. It does not replace external backups.

19.5 You always remain responsible for keeping your own independent copies of important data, preferably outside Hostup's infrastructure. Take your own copies at regular intervals.

20. SLA

20.1 This SLA applies to Business Customers' paid VPS and web hosting. It does not cover domains, beta services such as object storage, or the Customer's own software.

20.2 Hostup's target is 99.9% availability per calendar month. Availability is the share of the month's minutes during which the service was not down, counting only the time the service was active. The service is down when Hostup's server, storage or network is completely unavailable so that the service cannot be used. The Customer's own systems, software and internet connection are not counted. Hostup's monitoring and the Customer's verifiable data are used in the assessment.

20.3 Maintenance announced at least seven days in advance, urgent measures against an immediate security threat, faults caused by the Customer, suspension under the Terms and force majeure do not count as downtime, and only for the time they actually explain.

20.4 If availability falls below the target, the Customer receives a credit on the monthly fee for the affected service:

Availability in the month	Credit
99.0% to below 99.9%	10%
95.0% to below 99.0%	25%
Below 95.0%	50%

The credit is calculated on the service's base fee for the month, excluding VAT, one-off fees and add-ons; a yearly fee is divided by twelve. The credit is at most 50% of the monthly fee, and the same downtime gives only one credit.

20.5 The Customer requests the credit in a support ticket no later than 30 days after the end of the month, stating the service and the times. The credit is set off against future invoices and is not paid out in cash.

20.6 The credit is the Business Customer's only financial compensation for downtime covered by this SLA. This does not limit liability that cannot be limited by law, or claims for a separate breach, for example of the Data Processing Agreement.

21. Switching and export of data

21.1 This section applies when you switch to another provider or to your own infrastructure, or ask for your data to be erased, under the EU Data Act (Regulation (EU) 2023/2854). You request it through support.

21.2 You can export your data yourself as follows.

Service	Data	How
VPS	Files, databases, configuration and the whole disk	Over SSH/SFTP with your own tools, for example rsync or a disk image. A backup cannot be downloaded, but it can be restored to a new VPS that you copy the data from
Web hosting	Files, databases and email	Full backup in cPanel (tar.gz), files over FTP/SFTP, databases as SQL, email over IMAP
Object storage	Objects and metadata	Through the S3 API
DNS	Zones and records	Through the client area and the API

Hostup's internal operational data, such as monitoring and logs about the platform, is not exportable data.

21.3 You can ask to switch provider at any time; there is no notice period. The service then continues as usual, at the usual fees, for at most 30 days while you move, or longer if you ask for it or if the move technically requires it, but no more than seven months. When the move is complete you have 30 days to retrieve what remains. The data is then erased and the agreement for the service ends.

21.4 Hostup charges no fee for switching. Ordinary fees for the service apply until it ends.

21.5 The infrastructure is in Sweden and the EU, as described in Annex 1 of the Data Processing Agreement. Hostup is a Swedish company subject to Swedish and EU law. Hostup does not disclose non-personal data to authorities outside the EU unless it is required under an international agreement or under EU or Swedish law.