TERMS OF SERVICE

Terms of Service

The terms that govern your access to and use of Stratline Networks services, including virtual servers, hosting, IP transit, IP addresses and related network services.

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ABOUT THIS DOCUMENT

These Terms of Service (the **Terms**) are a binding agreement between you and Stratline Networks (**Stratline**, **we**, **us** or **our**). They apply whenever you order, access or use any of our Services or our website.

Please read them carefully, together with the *Acceptable Use Policy* and the *Privacy Policy*, which form part of these Terms. If you do not agree to these Terms, do not use the Services.

Our Services are intended for business and professional use. By ordering a Service, you confirm that you are using it for business, professional or technical purposes.

1. Acceptance of these Terms

1.1 By creating an account, placing an order, accepting a custom offer, or accessing or using any Service, you agree to be bound by these Terms. If you are using the Services on behalf of an organisation, you represent that you are authorised to accept these Terms on its behalf, and "you" refers to that organisation.

1.2 If you do not agree to these Terms, or if you are not authorised to accept them, you must not use the Services.

1.3 Where you have agreed a separate written offer or order with us, its specific terms (such as pricing, quantities, locations and service term) apply in addition to these Terms. If there is a conflict, the specific terms of the offer or order prevail for that Service.

1.4 Any terms or conditions you include in a purchase order or similar document do not apply, even if we accept the order, unless we expressly agree to them in writing.

2. Definitions

In these Terms, the following words have the meanings set out below.

2.1 **Account** means the account you use to order, manage and pay for Services.

2.2 **Content** means all data, files, software, websites, applications, email and other material that you or your End Users store, process, transmit or make available using the Services.

2.3 **End User** means anyone who accesses or uses the Services through you, including your employees, contractors and your own customers.

2.4 **Fees** means the amounts payable for the Services, as shown in your order, offer or our current pricing.

2.5 **Network** means the IP network, routers, switches, links, data centre infrastructure and points of presence operated by Stratline.

2.6 **Order** means any order you place through our website, control panel or by email, and any custom offer from us that you accept.

2.7 **Resources** means IPv4 and IPv6 addresses, AS numbers and other number resources that we assign to you or route for you.

2.8 **Services** means all products and services we provide, including virtual private servers, dedicated servers, colocation, IP transit, BGP sessions, IP address assignments, DDoS protection, managed and professional services, and our website and control panel.

2.9 **Service Term** means the billing period or minimum term that applies to a Service, as stated in your Order.

3. Eligibility

3.1 You must be at least 18 years old and have full legal capacity to use the Services.

3.2 The Services are provided for business, professional and technical use. You confirm that you are not ordering the Services as a consumer for purely personal, family or household purposes.

3.3 You may not use the Services if you are located in, or ordinarily resident in, a country or region subject to comprehensive sanctions, or if you are listed on, or owned or controlled by a person listed on, any sanctions list of the European Union, the United Nations, the United Kingdom or the United States.

3.4 We may refuse any order or application at our discretion, including where we are unable to verify your identity or where we believe the Services may be used in breach of these Terms.

4. Your Account

4.1 You must provide accurate, current and complete information when you create an Account or place an Order, and keep it up to date. This includes your name, organisation, email address, billing details and a working technical and abuse contact.

4.2 You are responsible for keeping your login credentials, API keys and SSH keys secure and confidential. You must enable two-factor authentication where we offer it. You must notify us immediately at contact@stratline.net if you suspect any unauthorised access to your Account.

4.3 You are responsible for all activity that happens under your Account, whether or not you authorised it, unless the activity results from our own failure to protect our systems.

4.4 To protect against fraud and abuse, we may ask you to verify your identity or business details at any time, for example by providing identification, a company registration document or a verified payment method. We may restrict or suspend your Account until verification is complete.

4.5 You may not create multiple Accounts to circumvent limits, promotions, or a suspension or termination, and you may not share, sell or transfer your Account to anyone else without our written consent.

5. Our Services

5.1 We will provide the Services described in your Order with reasonable skill and care, in line with good industry practice for network and hosting operators.

5.2 Unless you have ordered a managed service, our responsibility ends at the infrastructure layer: for virtual servers, the hypervisor and the network; for dedicated servers, the hardware and the network port; for connectivity, the port at our router. You are responsible for your operating systems, software, configuration and Content.

5.3 Descriptions of performance, capacity, latency or throughput on our website or in offers are good-faith descriptions, not guarantees, unless an offer expressly states a guaranteed service level.

5.4 We continuously improve the Services and may change, upgrade or replace hardware, software, network topology or features. We will not make changes that materially reduce the functionality of a Service you are paying for during its current Service Term, unless required by law, security or a supplier we depend on, in which case we will give you as much notice as reasonably possible.

5.5 We may offer free, trial, preview or beta services. These are provided "as is", may be limited, changed or discontinued at any time, and are not covered by any availability commitment.

5.6 We may use subcontractors and suppliers, such as data centre operators and upstream network providers, to provide the Services. We remain responsible for the Services we provide to you.

6. Orders and Custom Offers

6.1 Information on our website is not a binding offer. When you place an Order, you are making an offer to buy the Services. A contract is formed when we confirm your Order by email or when we start providing the Service, whichever happens first.

6.2 For requirements not covered by our standard products, you can request a custom offer by writing to contact@stratline.net. Custom offers are valid for thirty (30) days unless stated otherwise, and become binding when you accept them in writing (email is sufficient).

6.3 We will make Services available within the provisioning time stated in your Order or, if none is stated, within a reasonable time. Provisioning times are estimates. If provisioning depends on information or action from you (such as Letters of Authority, IRR objects or cross-connect orders), the time is extended accordingly.

6.4 A Service is considered delivered when we notify you that it is ready for use. Billing starts from that date.

7. Fees, Billing and Payment

7.1 You agree to pay all Fees for the Services you order. Prices are shown in euros and exclude VAT and other applicable taxes, which are added where required by law.

7.2 Recurring Fees are billed in advance for each billing period. Usage-based Fees (such as additional traffic, burstable bandwidth or remote-hands time) are billed in arrears. One-time setup Fees are billed when the Service is delivered.

7.3 Burstable bandwidth is billed using the 95th percentile method: we sample usage every five (5) minutes, discard the highest 5% of samples for the month, and bill the higher of the resulting inbound or outbound rate.

7.4 Invoices are due within fourteen (14) days unless your Order states otherwise. Where you have chosen automatic payment, you authorise us to charge your payment method on or after the invoice date.

7.5 If payment is late, we may charge interest on overdue amounts at the rate permitted by law and recover reasonable collection costs. We may also suspend Services under section 16 after giving you notice.

7.6 If you believe an invoice is wrong, you must tell us in writing within forty-two (42) days of the invoice date, explaining why. Undisputed amounts must still be paid on time. If you do not dispute an invoice within this period, it will be treated as accepted.

7.7 Fees are non-refundable except where these Terms say otherwise or where the law requires a refund. Credits, where offered, are not exchangeable for cash.

7.8 We may require a deposit or pre-payment where we reasonably consider it necessary, for example for new Accounts, high-value Orders, or after late payments.

8. Price Changes

8.1 We may change our prices for recurring Services. We will notify you by email at least thirty (30) days before a price increase takes effect for your existing Services.

8.2 If you do not agree to the increase, you may cancel the affected Service with effect from the date the new price would apply, without any early-cancellation fee. If you continue to use the Service after that date, the new price applies.

8.3 Prices agreed for a fixed Service Term in a custom offer will not increase during that term, except for changes in taxes or other statutory charges.

9. Renewals and Cancellation

9.1 Services automatically renew at the end of each billing period or Service Term for the same period, unless you cancel them before the renewal date.

9.2 You can cancel a Service at any time through your control panel or by emailing contact@stratline.net. Cancellation takes effect at the end of the current billing period. For Services with a minimum Service Term, the earliest cancellation date is the end of that term.

9.3 If you cancel a Service with a minimum Service Term before the term ends, the Fees for the remainder of the term remain payable, unless we have materially breached these Terms.

9.4 We do not provide refunds for partial billing periods when you cancel, except where required by law or where we cancel a Service for reasons that are not your fault.

10. Acceptable Use

10.1 You must use the Services lawfully and in accordance with the *Acceptable Use Policy*, which forms part of these Terms. You are responsible for making sure your End Users also comply.

10.2 In particular, you must not use the Services to send spam, launch attacks, distribute malware, host illegal content, infringe the rights of others, or interfere with the Network or any other network.

10.3 You must respond to abuse reports we forward to you within the time frames set out in the *Acceptable Use Policy*.

11. Your Content and Data

11.1 You keep all rights in your Content. We do not claim ownership of anything you store on or transmit through the Services.

11.2 You grant us a limited right to host, store, copy, transmit and process your Content only as necessary to provide, secure and support the Services, and as required by law.

11.3 You are solely responsible for your Content, including making sure you have all the rights, licences and consents needed to use it, and that it complies with the law and these Terms.

11.4 We do not monitor Content as a matter of routine. We may, however, access or review Content where necessary to provide support you request, to investigate abuse reports or security incidents, or to comply with the law.

11.5 Where you store personal data of others on the Services, you are responsible for complying with applicable data protection law as the controller of that data. We process such data only on your behalf, only to provide the Services, and with appropriate security measures as described in the *Privacy Policy*.

12. Backups

12.1 Unless you have specifically purchased a backup service, we do not back up your Content. You are responsible for making regular backups of your Content to a location independent of the Services.

12.2 Where we offer snapshots or backups, they are an additional convenience and do not replace your own backups.

12.3 We are not responsible for any loss of Content that could have been avoided by you keeping adequate, up-to-date backups.

13. Security

13.1 We protect our infrastructure using appropriate technical and organisational security measures, including access controls, encryption of management traffic, monitoring and timely patching of our systems.

13.2 You are responsible for securing everything you control, including your operating systems, software, passwords, keys and firewall configuration, and for installing security updates promptly.

13.3 If your systems are compromised and used for abuse, you remain responsible for that abuse and must fix it promptly, even though you did not intend it.

13.4 If you discover a security vulnerability in our Services, please report it to us responsibly at abuse@stratline.net and do not exploit or disclose it until we have had a reasonable opportunity to fix it.

14. IP Addresses and Network Resources

14.1 IP addresses and other Resources we assign to you remain under our administration or that of the relevant Regional Internet Registry. You do not own them, and your right to use them ends when the Service they belong to ends.

14.2 We may ask you to justify your need for IPv4 addresses and to keep that justification up to date, in line with RIPE NCC policy. We may reclaim addresses that are not used as justified.

14.3 We register IP assignments in the RIPE Database as required by RIPE NCC policy.

14.4 If you announce your own IP space to us over BGP, you must have the right to announce it and must keep valid route objects in an Internet Routing Registry and valid RPKI ROAs. We filter all BGP sessions and may reject announcements that are RPKI-invalid, not registered, or appear to be unauthorised.

14.5 When a Service ends, you must stop using and announcing the Resources we assigned to you. We may update reverse DNS and registry records accordingly.

15. Availability and Maintenance

15.1 We aim to keep the Services available at all times and design our Network with redundancy. However, we do not guarantee that the Services will be uninterrupted or error-free, unless a specific service level is set out in your Order.

15.2 We carry out planned maintenance to keep the Services secure and reliable. We will give you at least five (5) business days' notice of planned maintenance that we expect to interrupt your Services, and will try to schedule it at low-traffic times, usually between 00:00 and 06:00 CET.

15.3 We may carry out urgent maintenance without notice where needed to fix a critical security issue or prevent an imminent outage. We will inform you as soon as reasonably possible.

15.4 Our operations team can be reached at noc@stratline.net to report faults.

16. Suspension

16.1 We may suspend all or part of the Services, including by blocking or null-routing specific IP addresses or ports, if:

a. you do not pay overdue Fees within seven (7) days after we have sent you a payment reminder;

b. you or your End Users breach these Terms or the *Acceptable Use Policy*, or we reasonably suspect a breach, and you do not fix it within the time we give you;

c. your Services are causing or are the target of an attack that threatens the Network or other customers;

d. we are required to do so by law, a court or a competent authority; or

e. suspension is necessary to prevent harm to the Network, to other customers or to third parties.

16.2 We will limit any suspension to what is reasonably necessary, and will notify you in advance where practical, or otherwise as soon as possible afterwards.

16.3 Fees continue to apply during a suspension caused by you. We may charge a reasonable fee to restore Services after a suspension caused by you.

17. Termination

17.1 You may end your use of the Services by cancelling them in accordance with section 9.

17.2 We may terminate your Account or any Service immediately by email notice if:

a. you seriously or repeatedly breach these Terms or the *Acceptable Use Policy*, including any illegal content, attacks, malware, phishing or spam;

b. you fail to pay Fees that are more than thirty (30) days overdue after a suspension;

c. you provided false or misleading information when ordering;

d. you become subject to sanctions as described in section 3; or

e. you become insolvent or stop doing business.

17.3 We may also terminate a Service for convenience by giving you at least sixty (60) days' notice, in which case we will refund any prepaid Fees for the period after termination.

17.4 When a Service ends, your right to use it ends immediately. We will keep your Content available for retrieval on request for seven (7) days, after which it will be permanently deleted. Storage media of dedicated hardware is securely wiped before reuse.

17.5 Any Fees owed up to the date of termination remain payable. Sections that by their nature should continue after termination, including those on Fees, Content, Disclaimers, Limitation of Liability, Indemnification and Governing Law, continue to apply.

18. Third-Party Software and Services

18.1 We may make operating system images, control panels, open-source software or other third-party products available for your convenience. Your use of them is subject to their own licence terms, which you agree to follow.

18.2 We are not responsible for third-party software or services, including their security, availability or suitability for your purposes.

19. Intellectual Property

19.1 The Services, our website, control panel, documentation, software, logos and the Stratline Networks name are owned by us or our licensors and are protected by intellectual property laws.

19.2 We grant you a limited, non-exclusive, non-transferable right to use our software and documentation solely to use the Services during your Service Term.

19.3 You must not copy, modify, reverse engineer, resell (except as permitted in section 23) or create derivative works from our software or website, except as permitted by law.

19.4 You may not use our name, logo or trademarks without our prior written permission, except to truthfully state that you are a customer of Stratline Networks.

20. Feedback

20.1 If you send us suggestions, ideas or feedback about the Services, we may use them freely without any obligation to you.

21. Privacy

21.1 We process personal data in accordance with the *Privacy Policy*, which explains what we collect, why, how long we keep it and what rights you have.

22. Confidentiality

22.1 Each of us may receive confidential information from the other, such as pricing, network details, security information and business plans. Each of us will keep the other's confidential information secret, use it only for the purpose of these Terms, and share it only with people who need to know it and are bound by similar confidentiality obligations.

22.2 This does not apply to information that is or becomes public through no fault of the recipient, was already lawfully known to the recipient, is lawfully received from a third party, or must be disclosed by law (in which case the disclosing party will, where legally permitted, give the other advance notice).

22.3 These obligations continue for three (3) years after the end of our relationship.

23. Resale

23.1 You may resell or provide the Services to your own customers, provided that you remain fully responsible to us for them, you require them to follow terms at least as strict as these Terms and the *Acceptable Use Policy*, and you handle their support and abuse reports yourself.

23.2 Your customers have no direct contractual relationship with us. You may not make any promises on our behalf.

24. Disclaimer of Warranties

24.1 Except as expressly set out in these Terms or your Order, the Services are provided "as is" and "as available". To the fullest extent permitted by law, we make no other warranties or representations, express or implied, including warranties of merchantability, fitness for a particular purpose, uninterrupted operation or non-infringement.

24.2 We do not control the public Internet or the networks of third parties, and we are not responsible for delays, interruptions or data loss caused by networks or systems outside our control.

24.3 Nothing in these Terms excludes or limits any warranty or right that cannot be excluded or limited under applicable law.

25. Limitation of Liability

25.1 Nothing in these Terms limits or excludes our liability for (a) intent or gross negligence, (b) death or personal injury, (c) fraud, (d) breach of an express guarantee, or (e) any other liability that cannot be limited or excluded by law.

25.2 Subject to section 25.1, in cases of ordinary negligence we are only liable for breaches of essential obligations (obligations whose fulfilment is necessary for the proper performance of these Terms and on which you can reasonably rely), and our liability is limited to the typical damage that was foreseeable when the contract was made.

25.3 Subject to section 25.1, our total liability arising out of or in connection with the Services in any twelve (12) month period is limited to the total Fees you paid us for the affected Service in that period.

25.4 Subject to section 25.1, we are not liable for indirect or consequential loss, loss of profits, revenue, business, goodwill or anticipated savings, or for loss of data that you could have prevented by keeping adequate backups.

25.5 Where a specific service level with service credits applies to your Service, those credits are counted towards any compensation for the same unavailability.

25.6 Any claim against us must be brought within one (1) year after you became aware, or should have become aware, of the facts giving rise to it, except for the claims listed in section 25.1.

26. Indemnification

26.1 You will defend, indemnify and hold us harmless from any claims, damages, fines, costs and expenses (including reasonable legal fees) brought by third parties or authorities arising from your Content, your or your End Users' use of the Services, or your breach of these Terms or the *Acceptable Use Policy*, unless and to the extent the claim is caused by us.

26.2 We will notify you promptly of any such claim, let you control its defence where legally possible, and give you reasonable assistance at your expense. We will not settle a claim on your behalf without your consent.

27. Force Majeure

27.1 Neither of us is responsible for failing to perform our obligations (other than payment) due to events beyond our reasonable control, such as natural disasters, epidemics, war, terrorism, power or Internet failures outside our network, large-scale attacks beyond industry-standard protection, strikes, or government actions.

27.2 If such an event continues for more than sixty (60) days, either of us may cancel the affected Service by email, and we will refund any prepaid Fees for the period after cancellation.

28. Export Controls and Sanctions

28.1 You must comply with all applicable export control and sanctions laws. You must not use the Services, or allow them to be used, by or for the benefit of any sanctioned person, or in any sanctioned country or region.

28.2 We may refuse, suspend or terminate Services where providing them would breach export control or sanctions laws.

29. Changes to these Terms

29.1 We may update these Terms from time to time, for example to reflect changes in the law, our Services or industry practice. The current version is always available on our website, with its version number and effective date.

29.2 If we make material changes that affect your existing Services, we will notify you by email at least thirty (30) days before they take effect. If you do not agree, you may cancel the affected Services before the changes take effect. If you continue to use the Services after that date, you accept the updated Terms.

29.3 Changes required by law or for security reasons may take effect immediately.

30. Notices and Communication

30.1 We will send notices to the email address associated with your Account, and they are considered received when sent. Please keep your contact details up to date and make sure our emails are not filtered as spam.

30.2 You can contact us at the following addresses:

30.3

PURPOSE	EMAIL
General enquiries, billing, cancellation and legal notices	contact@stratline.net
Network operations and fault reports	noc@stratline.net
Peering requests	peering@stratline.net
Abuse reports and security issues	abuse@stratline.net

31. Governing Law and Disputes

31.1 These Terms and any dispute arising from them are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

31.2 If a dispute arises, please contact us first. We will try to resolve it informally and in good faith within thirty (30) days.

31.3 If the dispute cannot be resolved informally, the courts of Germany have jurisdiction, to the extent permitted by law.

32. General

32.1 These Terms, together with the *Acceptable Use Policy*, the *Privacy Policy* and your Orders, form the entire agreement between you and us about the Services and replace any earlier agreements on the same subject.

32.2 If any part of these Terms is found to be invalid or unenforceable, the rest of these Terms remains in effect, and the invalid part will be replaced by a valid provision that comes closest to its original intent.

32.3 If we do not enforce a right under these Terms, that does not mean we waive it.

32.4 You may not transfer your rights or obligations under these Terms without our written consent. We may transfer them to a successor of our business, provided your rights are not reduced.

32.5 Nothing in these Terms creates a partnership, employment or agency relationship between you and us.

32.6 These Terms are written in English. If we provide a translation, the English version prevails in case of any difference.

33. Contact Us

33.1 If you have any questions about these Terms, please contact us at contact@stratline.net.

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