Legal & Compliance

- Terms & Conditions
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Terms & Conditions

Elest.io is a website owned by ELESTIO LIMITED, a company based in Ireland with its registered office at 66 Fitzwilliam Square, Dublin 2 D02 AT27, Company Registration Number 755058.

We provide our users with access to certain tools that allow them to deploy and manage Open source softwares (hereinafter, the “Services”) through the website Elest.io. You can find a complete and detailed description of each one of these Services in our website. https://Elest.io

These Terms of Use, together with any documents herein mentioned, set forth the terms and conditions governing the use of this website, and the purchase and usage of the Services through Elest.io (hereinafter, the “Terms").

Elest.io's contents and Services are available to all individuals of legal age, who are legally capable of entering into contracts (binding agreements).

Please read through these Terms prior to using this website. By using this website, or purchasing Services through it, you are consenting to be bound by these Terms. If you do not agree to all of the Terms, please do not use this website.

Please be aware that these Terms may be amended from time to time. It is your responsibility to regularly read through them, as the Terms set at the time that you use the website, or at the time of the formation of the Contract (as defined below), shall be the applicable ones. The most recent version of the Terms will always be available on this website. We are not required to notify you of any updates made to the Terms. We, therefore, encourage all users to read this agreement in detail. Potential changes are effective at the time the Terms are updated.

1. Definitions

The following definitions will be applicable to these Terms, together with any documents herein mentioned:

a) ”You” refers to you, the user of the Elest.io website, its contents, and Services. “Your” shall be interpreted accordingly.

b) “We”, “Us”, and “Elestio” refers to Elestio Limited. “Our” and “Elestio’s” shall be interpreted accordingly.

c) “Our Website” refers to the website “Elest.io”. However, “User App” refers to websites and mobile applications of Our Users, hence created using the Elestio system.

2. Purchase of Services

2.1. Trial Version

Elestio allows the User to try some of the Services, absolutely free of charge, during seven (7) days ("Trial Period"). Only Services and features clearly indicated as "free", "trial", or "no charge" are free or without charge. It is not the responsibility of Elestio to provide You free support of use and operation of the Services during the Trial Period.

If You registered for a trial use of the Services, You must decide to purchase the Services within the Trial Period in order to retain any running service created during the Trial Period. If You do not purchase the services by the end of the Trial Period, Elestio will delete all data on expiration.

Notwithstanding Clauses 11, 12, and 13 concerning liability, indemnities, and warranties, which are applicable to all the Services, the Trial Version explicitly excludes any kind of liability of Elestio. Elestio does not undertake any commitment about the content of the Trial Version, its specific functions, its reliability, availability, or ability to meet Your needs. We provide the Services “as is”, and We disregard any warranty in relation to it. Likewise, Elestio will not be responsible for lost profits, revenues, or data, financial losses, or indirect, special, consequential, exemplary, or punitive damages directly or indirectly produced due to the use of the Elestio Trial Version.

2.2. Paid Services and Prices

All other applications, features, functionality, and support provided by Elestio are provided for the fees described as each Service on Our Website (“Fees”), and You are liable for such Fees. To review Our price table, visit http://elest.io/pricing.html. The values are set in US Dollars and exclude VAT which may be applicable. If You wish to receive or use such paid Services, You are required to pay all applicable Fees in advance.

2.3. Taxes

All Fees posted on Our Website exclude all taxes (including value added tax, sales tax, goods and services tax, etc.), levies, or duties imposed by taxing authorities (“Taxes”).

If Elestio is obligated to collect or pay any Taxes for the Fees payable by You, such Taxes will be added to the payment of the outstanding Fees, and will be reflected in the Invoice for such a transaction.

For example, Elestio is required to collect Value Added Tax of the European Union (“EU VAT”) from certain EU customers. Therefore, EU VAT shall be charged to these customers, on top of Our Fees associated with the Services.

You shall be responsible for the payment of all applicable Taxes relating to Your use of the Services, or to any payments or purchases made by you.

3. Contract and Contract Revocation

3.1. Contract

A binding contract is initiated between You and Elestio at the time You order a Service, and it will be upheld once the payment is successfully completed. “Successfully completed” is defined as full amount paid, and an invoice is available in Your Elestio account.

You can opt to upgrade Your service agreement to any other contract agreement that Elestio currently offers, at any time during Your contract term. In the event of a contract upgrade, the price for the purchase of the new product will be decreased in the amount previously paid for the Services in proportion to the remainder of Your original contract term.

3.2. Duration of the Contract

You may agree to a one (1) month or a one (1) year contract agreement with Elestio.

At the end of the contract term, Your contract will be automatically renewed for an additional contract term until explicitly cancelled by you. Cancellation must be issued through Elest.io, going into the specific project that You intend to cancel. Please note that as the cancellation process may take some time, in order to avoid the next automatic renewal and respective charge, the cancellation request should be issued at least one (1) day prior to the expiration of the end of the contract term.

If You cancel the automatic renewal, Elestio will preserve all the information contained in Your user account during the next sixty (60) days from the date of cancellation (Suspension Period). If within such period You do not purchase Elestio’s Services once again, You will no longer have access to Your user account, and all information contained therein will be deleted by Elestio.

3.3. Cancellation and Termination

Cancellation of any Service can be requested at any time through Elest.io, by going into Your specific project, as long as You do not intend to obtain the refund of paid Fees.

If You cancel the Service before the expiration of the term of your subscription, You can choose from the following options: (i) to keep Your User Apps online until the end of the contract term; or (ii) to disable or delete Your User Apps at the moment of the cancellation. In both cases, the Suspension Period (as defined in 2.1) will be applicable, and it will commence at the time the User Apps are not available online anymore. After the Suspension Period, if You do not purchase any other Elestio Services, You will no longer have access to Your user account, and all information contained therein may be deleted by Elestio. Elestio accepts no liability for such deleted information or content.

As explained in Clause 10 below, Elestio may interrupt/terminate the Services under certain conditions. You agree that any termination of Your access to the Service under any provision of these Terms may be affected without prior notice. You acknowledge and agree that Elestio may

immediately deactivate or delete Your User Website, as applicable, and all related information and files. In such a case, the Suspension Period may not be applicable. Elestio reserves the right to ban any further access to such files or the Service. You agree that Elestio shall not be liable to You, or any third-party, for any termination of Your access to the Service.

4. Domain Names

4.1. Domain Name Registration and Ownership

If You acquire a domain name through Elest.io You become the lawful owner of it. However, if You decide not to renew said domain, Elestio is not responsible for any problems or issues that may occur as a result of, or after, the domain's expiration. Please be aware, as well, that if You do not renew the domain, You may lose the domain name to another Internet user.

4.2. Domain Renewal

The renewal of the domain name may be requested at any time, until ten (10) days prior to the expiration date stated in Our Website. The expiration date refers to the day that Your domain will become invalid, hence will cease to function. Domain renewal is considered paid when the payment date precedes the expiration date. The payment date is set when the payment method provider confirms the successful arrival of the payment. If payment of a domain renewal is not timely, the domain falls into quarantine. It is possible to redeem the domain from the quarantine, but an administrative fee will be charged.

4.3. Cancellation of Registration

The domains are the property of whoever acquired them from the moment of completion of the purchase and for the full period of the purchase; hence it cannot be revoked, and reimbursement is, therefore, unfeasible.

5. Payments/Fees and Refunds

5.1. Method of Payment

Payments will be processed through Stripe, Our third-party payment service provider. The payment services are governed solely by the third-party provider’s terms of service and Privacy Statement that You can find at stripe.com. We are not responsible for the actions of the third-party service provider. If You purchase any Services, You agree to Elestio or Our third-party service provider storing Your payment card information. You expressly agree that We are authorized to charge You (i) a monthly or yearly fee for any applicable Services, billed on a monthly or yearly basis, (ii) any other Fees for Services You may have purchased (including, but not limited to, the purchase of domain names), and (iii) any applicable Taxes in connection with Your use of the Services to the payment card You provide, and to reimburse Us for all collection costs and interest for any overdue amounts. If the payment card You provide expires and You do not provide new payment-card information, or cancel Your account, You authorize Us to continue billing You, and

You agree to remain responsible for any uncollected Fees. You are responsible to fill in Your information on the payment request. Please make sure that all fields are completed and that all data supplied is accurate. Elestio is not responsible for uncompleted requests due to wrong or insufficient information.

5.2. Invoices

Elestio will issue an invoice for any payment of Fees (“Invoice”). Each Invoice will be issued in electronic form and will be made available to You via Your user account and/or by email. For the purpose of issuing the Invoice, You may be required to supply certain Personal Information (as such term is defined in the Privacy Statement) in order to comply with local laws. Please note that the Invoice presented in Your user account may be inadequate with Your local law requirements and, in such case, may be used for pro forma purposes only.

5.3. Recurrent Payment

The frequency of payment can be monthly or yearly, depending on the type of payment that You selected. For each renewal, the amount is charged one (1) day prior to the expiration date of the package. Renewal of domain names will be charged ten (10) days prior to the expiration date of the specific domain name. As stated in Clause 4.2, the automatic renewal can be cancelled at any time through Elest.io.

5.4. Payment Date and Activation Date

The payment date is set upon confirmation of successful reception of the amount in question by the third-party payment-service provider. On the payment date, the Services will be activated.

5.5. Requests for Refund

As the Users are able to try the Services for free during the Trial Period, Elestio will not refund any purchase, including the automatic renewal of Services carried out by recurrent payment. Likewise, it is not possible to refund already-registered domain names.

If a third party decides to block any User App due to questionable content, requesting for a refund will not be possible. In such a case, Elestio is not responsible for the potential financial loss of the User.

5.6. Credit/Debit card refunds (“Chargeback”)

If, at any time, You contact Your bank or credit/debit card company and decline, request refund, or otherwise reject the charge of any payable Fees (“Chargeback”), this act will be considered a breach of Your payment obligations hereunder, and Your use of the Elestio Services may be automatically terminated.

In the event of a Chargeback related to the payment of Your subscription to Our Services, Your user account may be blocked without the option to be repurchased or reused. The User Apps may be disabled, and the data contained therein may be immediately deleted.

In the event of a Chargeback related to payment for purchase or renewal of a domain name, Elestio will become the owner of said domain name.

If You have any questions or concerns regarding a payment, We encourage You to first contact Our customer support team before filing a Chargeback or reversal of payment, in order to prevent the Services from being cancelled, for Your user account to be blocked and to avoid the filing of an unwarranted or erroneous Chargeback, which may result in Your being liable for its applicable fees.

We reserve Our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the User responsible for such Chargeback did, in fact, authorize the transaction, and make use of the services rendered thereafter.

6. Use of the Services

6.1. Content of User Apps

You are legally and contractually responsible for all information, data, text, software, music, sound, photographs, graphics, videos, messages, or other materials uploaded, posted, or stored in connection with Your use of the Services. Elestio is not responsible for such content. You hereby grant Elestio a worldwide, royalty-free, non-exclusive license to host and use the content in order to provide You with the Services, and hereby represent and warrant that You have all the rights necessary to grant Us such license. You are responsible for any content that may be lost or unrecoverable through Your use of the Services. You are encouraged to archive Your content regularly and frequently.

6.2. Acceptable Usage

“Acceptable Usage” of Elestio’s Website, its contents, and Services is defined as any usage that does not contravene the prohibitions set forth in the paragraphs "a to "g" below. Activities that go against, or are otherwise forbidden by, these paragraphs are therefore in violation of these Terms, and make You liable to disciplinary action and legal prosecution. For more information, please refer to Clause 9.

a) You will not post on, nor distribute through, the User App any material that is of defamatory, threatening, obscene, harmful, pornographic or otherwise illegal nature. Also, materials that somehow violate or infringe, in any way, on Our rights or on the rights of others, (including but not limited to intellectual property rights, confidentiality rights, and privacy rights) are absolutely forbidden, as well as activities that may cause distress or inconvenience to Us or others. Moreover, You may not express opinions that are vulgar, crude, sexist, racist, or otherwise offensive.

b) You will not post, nor otherwise make available, on User App any material which You do not own, without the express consent of the lawful owner of the material in question.

c) You will not engage in any behavior or action that may affect the operability or the security of Elestio or User App, nor will You cause unreasonable inconvenience or disruption to Our staff.

d) You will not impersonate any person/entity, nor misrepresent Your affiliation with a person/entity.

e) You will not promote Your User App by sending SPAM (i.e., emails sent to accounts without the previous agreement of the account owner).

f) You will not use workarounds of any kind to overcome package limitations or limitations of any Elestio service or feature.

6.3. Prohibited Use

Utilization of these services must be in legal compliance of the service's location's local laws and regulations as standard. These services may not be used for activities prohibited which include, but are not limited to, the following:

- "Dstating": the act of using one's service as a means to test one's own capabilities of conducting cyberattacks as well as defending against such.
- "Tunnelling": using one's service to reroute network traffic flowing into the service to another remote location.
- "Portscanning": using one's service to scan open network entry points ("ports") into a remote machine or network by attempting to establish a connection to every possible "port".
- "Network/cyber attacks": using one's service to conduct network- or cyber-attacks against KVM Group, Path Network or another 3rd party/network.
- "Excessive use": putting excessive strain/load on the hardware and or network the service runs on by using 100% of the service's allocated hardware and or network resources/capacity past the 95th over a long period of time.
- "Malicious content": using one's service to host and or distribute content considered illegal/malicious by international law, EU law, the law of the service's jurisdiction which includes but is not limited to:
  - Pornography.
  - Pornography depicting or otherwise indicating the participation/inclusion of individuals under the age of eighteen (18).
  - Material subject to copyright restrictions that has been used without the explicit consent of the rightsholder(s).
  - Harmful material such as content promoting self-harm, suicide, crime, hate-crime(s), violence, bullying, harassment, racial injustice, discrimination, ethnic violence, genocide, crimes against humanity, sexual assault, sexual harassment, and environmental crime/crimes against the environment.
- "Malicious applications": using one's service to host and or distribute applications/software considered illegal/malicious by international law, EU law, the law of the service's jurisdiction which includes but is not limited to:
  - Software related to the operation of the Tor network/the Tor project.
  - Software used for conducting cyberattacks, such as DDoS or DoS attacks (Distributed Denial of Service/Denial of Service attacks).

- "Mining": using one's service to "mine" cryptocurrencies. "Mining" is the process of running software that generates revenue in a certain cryptocurrency.

7. Intellectual Property

Elestio does not claim ownership of your content, but You give Us your permission to host Your content in order to provide the Services. This permission exists only for as long as You continue to use the Services.

10. Privacy

10.1. Privacy Statement

We encourage You to read the Privacy Statement. Please note that certain information, statements, data, and content (such as photographs) which You post to the User App are likely to reveal Your gender, ethnic origin, nationality, age, and/or other personal information. You acknowledge and agree that Your submission of such information is voluntary on Your part. Furthermore, You acknowledge, consent, and agree that We may access, preserve, and disclose Your information if required to do so by law, or in a good faith belief that such access, preservation, or disclosure is reasonably necessary in Our opinion. Disclosures of user information to third parties are further addressed in the Privacy Statement.

10.2. Registration

In order to use Our services and products, You must be a validly-registered Elestio user. To register, You must provide a valid email address, a password, and other personal information (“User Information”).

You, solely, are responsible for the confidentiality of Your password and account. All activity originated from Your account and/or password is Your responsibility. We strongly suggest that You keep Your password and account information strictly confidential, and not shared with anyone. In case of unauthorized use of Your password and/or account, immediately notify Elestio in writing from the email address associated with your registration.

We strongly recommend the permanent update of all User Information, since this data is used in customer-care services.

The owner of a user account may be considered as the person or entity with access to the email address listed in Elestio’s records for said user account. If any paid Services were procured via the user account, the owner of said user account may be considered as the person or entity whose billing details were used to purchase said paid Services.

10.3. Data Processing

You may be asked to enter on Our website information about Yourself. However, We will not use that information in any other manner than the one expressed where the request was made. Furthermore, all User Information collected is processed in the manner, and with the limitations, stated in Our Privacy Statement.

We shall abide by all applicable country-specific data protection legislation regarding any of Your personal information gathered by Us.

10.4. Hosting

Elestio infrastructure is hosted on Hetzner in Frankfurt, Germany and also, in Amazon AWS in Dublin, Ireland.

11. Violation of Our Terms

Failure to comply with the conditions stated on Clause 6 and/or participation in activities that go against, or are otherwise forbidden by, these Terms make You liable to disciplinary action and legal prosecution. The decision to initiate disciplinary action (including, but not being limited to, interruption of all Services) falls under the discretion of Elestio. Please report infractions of these Terms or of Your local laws.

12. Interruption/Termination of Services

Should You breach, or We have reasonable grounds to believe that You are likely to breach, Our Terms and Conditions, We reserve the right to immediately terminate or indefinitely suspend Our services to You. We will, as well, terminate Our services to You, at Our sole discretion, if You engage in a conduct which We determine to be unacceptable.

In such a case, you will not be entitled to any compensation or reimbursement from Elestio.

13. Disclaimer

We are not responsible for damages to users, or to third parties, or to their hardware, that occur directly, indirectly, or accidentally, as a result of, or in connection to, the use of Our Services.

We are not liable for damages to users or to third parties as a result of the inability to use Our Services, and/or Website, nor in direct or indirect connection with this fact. Therefore, Your use of the Services is done at Your own discretion and risk, and You are solely responsible for any damage to Your computer system or other device, or loss of data, that results from the use of any such materials.

You expressly admit to understanding and agreeing that Your use of Our Website and Our Services is done “as is” and “as available”. You further acknowledge and agree that We are not responsible

for the availability and/or functionality of any third-party's website and/or material You may access through Our Website.

13.1.Third Parties

We do not endorse and shall not be held responsible nor liable for any content, advertising, product, or service on, or available through, third-party websites.

Any transactions between You and any third party found on or via the User App, including payment for, and delivery of, products, services, and any other terms, conditions, warranties, or representations associated with such dealings, are made between You and the entity in question. We are, therefore, neither responsible nor liable for any loss/damage of any sort, incurred in such dealings.

13.2. Exclusion of Warranty

Elestio does not represent nor warrant to You that:

a) Your use of the Services will meet Your requirements.

b) Your use of the Services will be uninterrupted, timely, secure, or free from error, or viruses.

c) Any information obtained by You as a result of Your use of the services will be accurate or reliable.

d) Defects in the operation or functionality of any software provided to You as part of the Services will be corrected.

No advice or information, whether verbal or written, obtained by You from Elestio, through or from Our services shall create any warranty not expressly stated in the Terms.

Elestio further expressly disclaims all warranties and conditions of any kind, whether expressed or implied, including, but not limited to, the implied warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement.

14. Limitation of Liability

Subject to overall provision in the disclaimer above (Clause 13), You expressly admit to understanding and agreeing that Elestio shall not be liable to You for the events set forth on Clauses 14.1 to 14.3 below.

14.1. General

Any direct, indirect, incidental, special, consequential, or exemplary damages which may be incurred by You, however caused, and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or

business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss.

Any loss or damage which may be incurred by You, including, but not limited to, loss or damage as a result of:

a) Any changes which Elestio may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services).

b) Deletion of, corruption of, or failure to store any content and other communications, data maintained or transmitted by or through Your use of the Services.

c) Your failure to provide Elestio with accurate account information.

d) Your failure to keep Your password or account details secure and confidential.

e) The unavailability of the Services.

f) Hosting issues that, result in the unavailability of, or otherwise impact your, website, app, newsletter, project, or otherwise.

g) Failure to notify you of any hosting or other issues that may impact the Services or any website, app, newsletter, project, or otherwise, for which you use the Services.

The limitations on Elestio's liability to You in Clause 14.1 above shall apply whether or not Elestio has been advised of, or should have been aware of, the possibility of any such losses arising. Also, limitations which are lawful in Your jurisdiction will apply to You.

14.2. Information Provided on User Apps

We are not responsible for, nor will We be liable to:

a) Materials written by Users, particularly those posted on blogs and/or forums. In addition, We do not endorse such materials, and reserve the right to monitor such contributions, as well as, to respond, comment, edit, refuse to post, or remove any content from blogs and/or forums at Our absolute discretion. However, failure to remove particular material does not constitute in an endorsement or acceptance of it by Us.

b) The accuracy, timing, or reliability of any information/statement on User App. Nor will We be held accountable/liable for statements, advice, and/or opinions generated by Users on blogs and forums. If You have any claim arising from the actions and/or statements of another User, You agree to pursue such a claim only against that User, and not against Us.

c) The quality, accuracy, or fitness of User App, except to what is required by law. However, We will engage in all reasonable efforts to provide Our services in the most professional manner.

d) Any fraudulent misrepresentations We make, and for any death or personal injury caused by Our negligence. We will not be responsible nor liable to You for any other loss/damage that You or any Third Party may be the subject of as a result of using, or in connection with, Your use of User App.

15. Exclusive Remedy

In the event of any problem with Our Website or Our Services, You agree that Your sole and exclusive remedy is to cease using the Website and the Services. Under no circumstances shall Elestio be liable in any way for Your use of Our Website, the Services, the User Apps, the Commercial Products or third party generated content available on or though the Website, including, but not limited to, any error, omissions, any infringement of the intellectual property rights or other rights of third parties, or for any loss or damage of any kind incurred as a result of, or related to, the use of Our Website, the Services, Your content, the Commercial Products or any third party generated content available on or through the Website.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

16. Indemnification

You agree to indemnify, hold harmless, and defend Elestio and its licensors, suppliers, officers, directors, employees, agents, affiliates, subsidiaries, successors, and assigns (collectively "Indemnified Parties") from and against any and all liability, loss, claim, damages, expense, or costs (including, but not limited to, attorneys' fees), incurred by, or made against, the Indemnified Parties in connection with any claim arising from, or related to; (i) Your use [or anyone using Your account's] use of the Services or Our Site, (ii) the content of the User App or (iii) any Commercial Products You offer on or through the User App or using Our Services. This includes, but is not limited to, any breach or violation of these Terms by You or anyone utilizing Your account. You agree to fully cooperate at Your expense, as reasonably required by an Indemnified Party. Each Indemnified Party may, at its election, assume the defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter involving an Indemnified Party without the consent of the applicable Indemnified Party.

17. Miscellaneous

17.1. Changes & Updates

The quality of Our services and products is the main focus of Elestio's attention; hence, Our system is subject to a continuous improvement process, both, on the technological, and design aspects of the product. Therefore, Elestio may change, suspend, or terminate any of the Services (or any features thereof, or prices applicable thereto), and/or change any of the Terms - at any time, and in any way. Such changes will not be applied in a retroactive manner, except as required otherwise by law.

If any such changes involve the payment of additional Fees, We will provide You with a notice of such Fees prior to enabling such specific changes. If You fail or refuse to pay such Fees, We may (at Our sole discretion) (i) cancel Your user account, (ii) continue to support Your then-current Services without enabling such changes, or (iii) provide You with alternative Services.

17.2. Governing Law & Jurisdiction

The Terms, the rights, and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the Services, their interpretation, or the breach, termination, or validity thereof, the relationships which result from, or pursuant to, the Terms, or any related transaction or purchase, shall be governed by, construed under, and enforced in all respects, solely and exclusively in accordance with the internal substantive laws of the Republic of Ireland, without respect to its conflict of laws principles.

Any and all such claims and disputes shall be brought in, and You hereby consent to them being decided exclusively by a court of competent jurisdiction located in Dublin, Ireland.

17.3. Notices

We may provide You with notices in any of the following methods: (i) via the Elestio Services, including by a banner or pop-up within the Elestio Website, user account, or elsewhere; (ii) by email sent to the email address You provided us; and/or (iii) through any other means, including any phone number or physical address You provided Us. Elestio’s notice to You will be deemed received and effective within twenty-four (24) hours after it was published or sent through any of the foregoing methods, unless otherwise indicated in the notice.

17.4. Relationship

The Terms, and Your use of the Services, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Elestio and You.

17.5. Entire agreement

These Terms, together with any documents herein mentioned, and any other legal or fee notices provided to You by Elestio, shall constitute the entire agreement between You and Elestio concerning the subject matter hereof or thereof, and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants, or representations, whether written or oral, between Elestio and You, including those made by or between any of Our respective representatives, with respect to any of the Services. You further agree that You are not relying upon any promise, inducement, representation, statement, disclosure, or duty of disclosure of Elestio in entering into any of the Terms.

17.6. Assignment

Elestio may assign its rights and/or obligations hereunder, and/or transfer ownership rights and title in the Services to a third party without Your consent or prior notice to you. You may not assign or transfer any of Your rights and obligations hereunder without the prior written consent of Elestio. Any attempted or actual assignment thereof, without Elestio’s prior explicit and written consent, will be null and void.

17.7. Severability & Waivers

If any provision of the Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or, for any reason, unenforceable, then such provision shall be deemed severable, and will not affect the validity and enforceability of the remaining provisions. No waiver of any breach or default of any of the Terms shall be deemed to be a waiver of any preceding, subsequent breach, or default.

17.8. Discontinuation

In case of a discontinuation of Elestio's activities, Elestio will make sure to provide all its clients a complete backup and Runtime version they can install on their own server so as to host said websites.

17.9. Contact

To contact Elestio’s Customer Service team, please use any of the options listed below:
a) Visit the Elestio Help Centre available at: https://doc.elest.io
b) Send an email to: support@elest.io

Last modification date: 2022-02-20 10:20

Privacy policies

Elestio (“Elestio” / “We”) is aware that users of Elest.io and its related applications (“Users” / “You”) value their privacy. The purpose of this Privacy Statement is to provide You with relevant information regarding the use and disclosure of personal information of Users collected though the site. We provide this Privacy Statement to help You make informed decisions on whether to use or continue using Elest.io.

This Privacy Statement is incorporated in the Elestio’s Terms of Use and is subject to them. Capitalized terms which are not defined herein shall have the meaning set forth in our Terms of Use. Your use of Elest.io, and all of the personal information You provide in connection with such use, remain subject to the terms of this Privacy Statement, as well as to Elestio’s Terms of Use.

Please note that any image, video, or any other content posted by Users on websites or applications created using Elest.io become published content; hence these are not considered “personally identifiable information”, and therefore are not subject to this Privacy Statement.

1. Information Collected by Elestio

Upon registration, purchase of Services, and at each time You visit Elest.io or You access Your account, We collect the following information:

a) User Provided Information: Personally identifiable information (such as name and email address) that You provide to Elestio when registering to use Elestio services, or using different functionalities on the User Apps such as uploading images and captions, uploading videos, posting messages in forums, etc.

b) Billing Information: Elestio will collect billing information if You sign up for a paid Service, which may include Your name, address, telephone number, credit card details, and other information that is necessary in order to process the transaction. Likewise, when purchasing Our Services, Elestio may collect additional details in order to process payments and comply with tax law, which may include Your social security number or EIN, Your address, and other information, as appropriate. Under no circumstance do we store any of Your sensitive billing details. We do not retain the details of Your credit card, as this information is discarded once Your transaction is processed. Since the subscription is auto-renewed, a recurring subscription will be created by Stripe, our third-party payment gateway. Stripe will store Your billing information on their secure payment gateway, for as long as necessary, to carry out the terms of Your subscription. Should You close Your Elestio account, Your billing information will be removed by Stripe.

c) Cookies: When You visit Elest.io, We may send one or more cookies - a small text file containing a string of alphanumeric characters - to Your computer that uniquely identifies Your browser. We use, both, session cookies and persistent cookies. A persistent cookie remains on Your hard drive after You close Your browser. Persistent cookies may be used by Your browser on subsequent visits

to the site. Persistent cookies can be removed by following Your web browser's help file directions. A session cookie is temporary, and disappears after You close Your browser. You can reset Your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some functionalities of Elest.io may not work properly if the feature “accept cookies” is disabled.

d) Log Files: Log file information is automatically reported by Your browser each time You view a webpage. When You view or register on Elest.io, Our servers automatically record certain information that Your web browser sends whenever You visit a website. These server logs may include information such as Your web request, Internet Protocol (IP) address, browser type, browser language, referring/exit pages and Universal Resource Locators (URL), platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of Your request, and one or more cookies that may uniquely identify Your browser.

2. Use of the Information

If You submit personally identifiable information to Us through Elest.io, We may use Your personal information to:

a) Provide the Services to You.
b) Provide customer support, respond and communicate with You about Your requests, questions, and comments.
c) Diagnose or fix technical problems.
d) Offer You Services that may be of interest to You.
e) Operate, evaluate, and improve Our business (including developing new Services, managing Our communications, determining the effectiveness of Our sales, marketing, and advertising, analyzing and enhancing our Services, websites, and apps, and performing accounting, auditing, invoicing, reconciliation, and collection activities).
f) Perform data analysis (including market and consumer search, trend analysis, financial analysis, and anonymization of personal information).
g) Protect against, identify, and prevent fraud and other criminal activity, claims, and other liabilities.
h) Comply with applicable legal requirements and our policies.

Please be aware that any personal information or content that You voluntarily disclose online (on discussion boards, in messages areas, and blogs, within Your public profile page, etc.) becomes publicly available, and can be collected and used by others. Any images, captions, videos, or other content that You submit to the Elestio Apps may be redistributed through the Internet and other media channels, and may be viewed by the general public.

3. Disclosure of Information

We do not sell, or otherwise share, personal information about You, except as described in this Privacy Statement.

We may share personal information with third parties who perform services on Our behalf, based on Our instructions. These third parties are not authorized by us to use or disclose the information, except as necessary to perform services on Our behalf or comply with legal requirements.

We may release personally identifiable information and/or non-personally identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with state laws or respond to a court order, subpoena, or search warrant.

It may be necessary to share information in order to investigate, prevent, or take action regarding suspected or actual illegal activities, including, but not limited to, fraud, potential threats to public safety or the physical safety of any person, violations of Our Terms of Service, or as otherwise permitted by law.

Elestio also reserves the right to disclose personally identifiable information and/or non-personally identifiable information that Elestio believes, in good-faith, is appropriate or necessary to enforce our Terms of Use, take precautions against liability, to investigate and defend Ourselves against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of our websites, products, and services, and to exercise or protect the rights, property, or personal safety of Elestio, Our staff, our Users, or others.

4. User Rights

The General Data Protection Regulation provides you with several rights under the legislation as a data subject. We will respond to your requests within one month of the receipt of your request, or inform you, in circumstances where an extension may be required.

You are not obligated by law to provide Us with any information. You hereby acknowledge, warrant, and agree that any information You do provide Us is provided of Your own free will and consent, for the purposes and uses described herein.

a) Right of Access
We will provide You with certain details relating to Your information upon receipt of a request by email from You to support@Elest.io. In order to protect the security of Your information:

b) Right to Rectification
All information that Elestio stores related to Your account is accessible through Your user account. You may use this interface to correct, update or delete Your information at any time. We encourage You to keep this information up to date so Your customer service requests and billing processes operate efficiently.

c) Right to Erasure
To completely remove your personal informations from our system, send an email to support@Elest.io, and ask for an account deletion. We will require you to confirm certain security information in order to verify your identity, and process your request.

c) Right to Data Portability
You can request to receive your personal data, which you provided to us, in a structured, commonly used, and machine readable format, and have the right to transmit this data to another controller.

d) Data Retention
We will retain Your information for as long as Your account is active, or as needed to provide You Services. We will retain and use Your information as necessary to comply with Our legal obligations, resolve disputes, and enforce Our agreements.

e) Right to Lodge a Complaint with Data Protection Commissioner
You have the right to lodge a complaint with the Data Protection Commissioner by emailing info@dataprotection.ie, or by writing to the Data Protection Commissioner, Canal House, Station Road, Portarlington, R32 AP23 Co. Laois, Ireland.

5. Data Security

We maintain administrative, technica,l and physical safeguards designed to protect the personal information that You provide against accidental, unlawful, or unauthorised destruction, loss, alteration, access, disclosure, or use. We cannot, however, ensure or warrant the security of any information You provide to Elestio, and You do so at Your own risk. Once We receive the information You submitted, Elestio makes commercially-reasonable efforts to ensure the security of Our systems. However, please note it is not guaranteed that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

To protect Your privacy and security, We take reasonable steps (such as requesting a unique password) to verify Your identity before granting You profile access or making corrections. You are responsible for maintaining the secrecy of Your unique password and account information at all times.

If Elestio is aware of a security systems breach, then We may (i) notify You electronically so that You can take appropriate protective steps, or (ii) post a notice on Our Website.

Given that the Internet is a global environment, using it to collect and process personal data involves the transmission of data on an international basis. This means, for instance, that data You pass to Us may be processed outside the European Economic Area, although the data will always be held securely and in accordance with applicable law.

When processed as part of a hosted service, the information will be processed and stored on the servers of third-party providers hired to provide the hosting, and our agreements with such parties require that they not use, disclose, or share such information.

6. Other Sites

Our Website may contain links to other websites that are outside Our control and are not covered by this Privacy Statement. If You access other sites using the links provided, the operators of these sites may collect information from You that will be used by them in accordance with their Privacy Statement, which may differ from Ours.

7. Changes and Updates to This Privacy Statement

This Privacy Statement may be revised periodically, and this will be reflected on the “last modification date” stated below. Please revisit this page to stay aware of any changes. In general, We only use Your personal information in the manner described in the Privacy Statement in effect at the time We received the personal information You provided. Your use of Our Website constitutes Your agreement to this Privacy Statement and any future revisions.

8. Contact Information

You may contact Elestio in relation to this Privacy Statement by emailing support@elest.io.

Last modification date: 2022-01-26 10:22:15

Subcontractors

Subcontractors & Sub-processors

A sub-processor is a third-party data processor engaged by Elestio who has or potentially will have access to or process Protected Data. Elestio engages different types of sub-processors to perform various functions as explained below

Elestio Infrastructure

Entity	Purpose
Amazon Web Services	Elestio management services DNS, Disaster Recover, and Backups. Ireland (Europe)
Hetzner Cloud	Elestio management services Elestio Dashboard, Elestio API, Backups, Monitoring, Audit Logs Germany (Europe)

Customer Data

Customer Data will stay in the region selected by the Customer but will be copied for backup purposes in another data center within the same region. Subcontractors don’t have logical access to data.

Entity	Purpose
Amazon Web Services	Infrastructure, Email delivery service
Digital Ocean	Infrastructure
Hetzner Cloud	Infrastructure
Linode	Infrastructure
Vultr	Infrastructure
Stripe	Payment processor
Slack	Internal operational messaging

MX Route	Email delivery service
Google Analytics	Customer Analytics
PostHog	Customer Analytics

Elestio Data Processing Agreement

Last Modified: December 21, 2022

1. Background

This Data Processing Agreement (‘’DPA’’) is attached to the General Terms (available at https://elest.io/terms and forms an inseparable part of the Agreement entered into by Elestio limited (hereinafter “Elestio”) and the Customer. This DPA shall set out the terms and conditions for the processing of Personal Data by Elestio on behalf of the Customer under the Agreement.

2. Scope and conflict of rules

To the extent the Customer inputs Personal Data into the Cloud Services and Elestio processes such Personal Data, the Parties acknowledge that the Customer acts as a Data Controller and Elestio is a Data Processor processing Personal Data on behalf of the Customer for the purpose of providing the Cloud Services.

In the event of any discrepancy between this DPA and the Agreement, this DPA prevails.

3. Definitions

Unless otherwise defined in this DPA or in the Agreement, terms used in this DPA, such as "Data Controller", "Data Processor", "Data Subject" and "Personal Data" have the meanings as defined in the Data Protection Regulation.

Data Protection Regulation means all applicable laws relating to data protection, including without limitation the GDPR and the laws implementing EU Directive 2002/58/EC and any amendments to or replacements for such laws and regulations.

GDPR means the General Data Protection Regulation (EU) 2016/679.

Personal Data Breach means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Standard Contractual Clauses means the contractual clauses issued by the European Commission by the decision 2021/914/EU for international transfers of Personal Data.

Subprocessor means third parties: i) providing back-end services for Elestio and/or ii) selected by the Customer to provide the hosting services for the data Customer inputs to the Cloud Services. The Subprocessors and their services are listed on the Website.

Website means Elestio's website available at Elest.io and the Elestio console through which the Customer may use the Cloud Services.

4. Processing of personal data

Processing of Personal Data under this DPA is for the purpose of providing the Cloud Services to the Customer. Processing of Personal Data in this context refers to storage, maintenance and other processing activities initiated by the Customer, depending on which Cloud Services the Customer has chosen to order from time to time. The categories of Data Subjects and the types of Personal Data processed are defined in the Appendix 1 (Details of processing).

Personal Data may be processewed as long as the Cloud Services are provided under the Agreement and after that if required by applicable law or contractual obligations or rights of either Party.

5. Customer's instructions

The Elestio shall process Personal Data in accordance with the Customer's written instructions as established in this DPA. The Parties agree that this DPA is the Customer's complete written instruction to the Elestio in the Customer's role as the Data Controller. Additional instructions require prior written agreement between the Parties.

6. Elestio’s general obligations

Elestio shall, at the Customer's written request and the Customer's sole cost and expense, assist the Customer by providing such readily available information, or creating such information, as the Customer may reasonably require and which the Customer does not have, in complying with the requests of the Data Subjects or supervisory authority or any other law enforcement or regulatory authority.

Elestio shall inform the Customer, as soon as reasonably practicable, if it receives a request from a Data Subject seeking to exercise his or her rights under the Data Protection Regulation.

Elestio shall maintain records of processing activities under its responsibility to ensure Elestio's own compliance as a Data Processor with the Data Protection Regulation, and upon the Customer's written request Elestio shall make available to the Customer such records to the extent necessary to demonstrate compliance with Elestio’s obligations set out in this DPA and in the Data Protection Regulation.

7. Data security

Elestio shall implement and maintain appropriate technical and organisational measures to ensure an appropriate level of security of the Personal Data and to protect the Personal Data against

unuthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure for the purposes of the Cloud Services.

In the event of a Personal Data Breach, Elestio shall notify the Customer without undue delay and at least within 48 hours after becoming aware of the Personal Data Breach and take reasonable steps to mitigate any damage resulting from such breach. The notification shall contain information Elestio is reasonably able to disclose to the Customer, including following information:

1. a description of the nature of the Personal Data breach, including where possible the categories of Data Subjects and the Personal Data concerned;
2. the name and contact details of contact point where more information can be obtained;
3. a description of likely consequences of the Personal Data Breach; and
4. a description of the measures taken or proposed to be taken to address the Personal Data Breach.

The information may be provided in phases if it is not possible to provide the information at the same time.

Elestio shall cooperate with and assist the Customer, at the Customer's written request, in relation to the Personal Data Breach notifications made to supervisory authority as required under the Data Protection Regulation. Elestio shall document the Personal Data Breaches and have the documentation available to the Customer upon the Customer's written request.

8. Subprocessors

Elestio is entitled to use Subprocessors for the purposes of providing the Cloud Services under the Agreement. Elestio provides information on its Subprocessors at its Website. The Customer can choose a Subprocessor to provide the hosting for the Cloud Services from the options provided by Elestio. Elestio shall inform the Customer in writing of any intended changes of the hosting service provider Subprocessor at least fourteen (14) days in advance, giving the Customer sufficient time to be able to object to such change. The Customer hereby consents to Elestio's use of Subprocessors as described in this section.

Elestio shall use its commercially reasonable efforts to reasonably ensure that its Subprocessors are subject to equivalent requirements regarding data protection, as set out in this DPA. Elestio remains responsible for its Subprocessors and their compliance with the obligations of this DPA.

9. Transfers of personal data

The Customer may choose where the Cloud Services will be hosted. If the Customer has selected a Subprocessor to provide the hosting within the European Economic Area (‘‘EEA’’), Elestio shall store the Personal Data within the EEA and transfers outside the EEA are subject to the Customer's prior approval, instruction or request thereto.

If the Customer selects a Subprocessor to provide the hosting services outside the EEA, the Customer accepts that Elestio; (i) performs the international data transfer of Personal Data in accordance with the Standard Contractual Clauses (processor-to-processor module) entered into by

Elestio (as a data exporter) and the Subprocessor (as a data importer) or; (ii) agrees the Subprocessor to carry out the transfer in accordance with the Standard Contractual Clauses (processor-to-processor module) entered into by the Subprocessor group companies (Subprocessor's EEA entity as a data exporter and third country entity as a data importer), as applicable, depending on the Subprocessor the Customer chooses.

The Customer warrants to have used reasonable efforts to determine that the Subprocessor acting as data importer, and chosen by Customer, is able through the implementation of appropriate technical and organisational measures, to satisfy data importer's obligations under the Standard Contractual Clauses for the transfer to be performed as agreed in this DPA. In the event of discrepancies between the Standard Contractual Clauses and this DPA, the Standard Contractual Clauses prevail.

Notwithstanding the foregoing, the Standard Contractual Clauses will not apply if Elestio has adopted alternative safeguards in accordance with Data Protection Regulation for the lawful transfer of Personal Data outside the EEA.

10. Auditing

At the Customer's written request and the Customer's sole cost and expense, the Customer is entitled, once every twelve (12) months, to audit Elestio's compliance with its obligations under the Data Protection Regulation and this DPA.

The audit report and related information shall at all times be deemed as Elestio's confidential information.

11. Data confidentiality

Elestio will not access or use, have visibility or disclose to any third party, any data that the Customer has input into the Cloud Services, except, if specifically requested in writing by the Customer in order to provide customer-specific support services as requested and instructed by the Customer.

If a governmental body sends Elestio a demand for the data input into the Cloud Services, Elestio will do its best efforts to redirect the governmental body to request that data directly from the Customer. If compelled to disclose Customer Data to a governmental body, then Elestio will only disclose the Personal Data strictly to the extent it is legally required to do so and shall give the Customer reasonable notice of the demand to allow the Customer to seek a protective order or other appropriate remedy unless Elestio is legally prohibited from doing so.

12. Term and termination

This DPA shall become effective in parallel with the Agreement and shall continue in force until the termination of the Agreement or as long as Elestio processes Personal Data on behalf of the Customer.

If not instructed otherwise in writing by the Customer and unless legally required to keep the Personal Data, Elestio shall delete and destroy the Personal Data processed hereunder the latest within ninety (90) days' of the termination of the Agreement or after the maximum data retention period permitted by the technology of the relevant Cloud Service. In case the Customer demands that the Personal Data are returned to the Customer or to a third party, the Customer will pay Elestio for any additional costs and expenses arising out of such return of the Personal Data.

Appendix 1 - Details of processing

This Appendix 1 forms part of this DPA describing the details of personal data to be processed by Elestio.

The Customer has full control of what personal data will be processed by uploading such personal data into the Cloud Services. Elestio has no visibility to such personal data provided and uploaded by the Customer.

Data subjects

- Prospects, customers, business partners, and vendors of the Customer (who are natural persons)
- Employees or contact persons of the Customer’s prospects, customers, business partners and vendors
- Employees, agents, advisors, and freelancers of the Customer (who are natural persons)
- Individuals uthorised by the Customer under the Agreement

Categories of personal data

- Full name
- Title, position
- Email address, address
- Phone number

Special categories of personal data - No special categories of Personal Data are processed.

Subject matter of the processing - Hosting, storing and maintenance for the data Customer has input to the Cloud Services.

For clarity, the Customer is the Data Controller of, and this DPA is only applied to, the Personal Data input to the Cloud Services by Customer.

Appendix 2 - Elestio’s technical and organisational safety measures

This Appendix 2 forms a part of this DPA describing Elestio’s technical and organisational safety measures.

Description of the technical and organisational security measures implemented by Elestio.

Elestio will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data processed on the Cloud Services as applicable to the specific Cloud Service purchased by the Customer.

Elestio must report, in an internal document, to be kept updated and available upon request of the Data Controller or the Guarantor Authority, the identification details of the natural persons who have been assigned the role of System Administrator, with the list of functions assigned to them.