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

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