

HARDWARIO CLOUD

HARDWARIO Cloud Terms of Service

The terms on which HARDWARIO a.s. provides HARDWARIO Cloud at hardwario.cloud to business customers, including how customers retrieve their data and switch to another service.

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1. Parties and scope

The provider is HARDWARIO a.s. ("HARDWARIO"):

Company	HARDWARIO a.s.
Company ID	04998511
VAT ID	CZ04998511
Registered office	U Jezu 525/4, 460 01 Liberec, Czech Republic
Register entry	Commercial Register kept by the Regional Court in Ústí nad Labem, Section B, Insert 2864
Contact	ask@hardwario.com , www.hardwario.com

1.1. Service. These Terms govern HARDWARIO Cloud, the cloud service at <https://hardwario.cloud> with its application programming interface at <https://api.hardwario.cloud> (the "Service"). They do not govern other HARDWARIO services, such as the previous platform at legacy.hardwario.cloud, HARDWARIO Cloud Private or services operated for a single customer, which have their own terms.

1.2. Business use only. The Service is provided only to businesses and organisations for their business or professional activity. The person who creates an account or accepts these Terms confirms that they act for

the organisation named in the account (the "Customer") and are authorised to bind it. The Service is not offered to consumers.

1.3. Contract documents. The contract between HARDWARIO and the Customer consists of these Terms, the Data Processing Agreement HLN.261009.03 (the "DPA"), the Service Level Agreement HLN.261009.04 (the "SLA") and any order, quotation or individual contract. An individually negotiated contract prevails over these Terms where it differs; the DPA prevails in matters of personal data.

1.4. Conclusion. The contract is concluded when the Customer accepts these Terms when creating an account or signing in, or signs an order or contract that refers to them. HARDWARIO keeps a record of the version accepted and the time of acceptance.

2. Account and users

2.1. Account. The Customer registers with a company name and a user account, verified by e-mail or through a Google or Microsoft account. The Customer keeps its account details accurate.

2.2. Spaces and users. Within the Service the Customer organises its devices and data in Spaces and invites users with the roles the Service offers (owner, administrator, user). The Customer is responsible for the users it invites, for their actions in the Service and for keeping their credentials secret, and tells HARDWARIO without delay of any unauthorised access.

3. The Service

3.1. Functions. The Service receives, stores and displays data from the Customer's devices, forwards it to the Customer's systems through the API and webhook connectors, sends messages and firmware updates to devices and provides remote device management, as described in the documentation at <https://docs.hardwario.com>.

3.2. Development of the Service. HARDWARIO develops the Service and may change its functions. HARDWARIO announces a change that materially reduces functions the Customer uses at least 30 days in advance by e-mail; the Customer may terminate the contract with effect before the change applies. Security fixes and changes required by law may apply at once.

3.3. Availability and support. Availability, planned maintenance, support and backups are governed by the SLA.

4. Fees and payment

4.1. Fees. The Customer pays a monthly fee for each active device, meaning a device that sent at least one message to the Service in the calendar month, at the price stated in the order, quotation or contract. An account without active devices is free of charge.

4.2. Invoicing. HARDWARIO invoices the fees monthly in arrears in the currency of the order. Invoices are payable within 30 days of the invoice date. Prices are exclusive of VAT, which is added in accordance with the law.

4.3. Late payment. If an invoice is overdue, HARDWARIO may charge statutory default interest. If an invoice is more than 60 days overdue, HARDWARIO may suspend the Service after a written warning giving the Customer 14 days to pay. Suspension does not delete data and does not release the Customer from its payment obligations.

4.4. Price changes. HARDWARIO may change prices with at least 60 days' notice by e-mail. The Customer may terminate the contract with effect before the new prices apply.

5. Customer data

5.1. Ownership. The data the Customer and its devices send to the Service ("Customer Data") belongs to the Customer. HARDWARIO processes Customer Data only to provide, secure and support the Service, in accordance with the contract and, for personal data, the DPA.

5.2. Retention. The Service keeps device messages for 12 months, unless the order or contract states a different period; HARDWARIO may delete older messages. The Service is not an archive: the Customer exports the data it needs to keep for longer.

5.3. Backups. HARDWARIO backs up the Service weekly and keeps each backup for 4 weeks, in the data centre in Frankfurt am Main, Germany. Backups serve to restore the Service after a failure; data received after the latest backup may be lost.

6. Data export, switching and exit

6.1. Exportable data. The Customer may export the following data at any time (exhaustive list): device messages in both directions with their timestamps and metadata; devices with their identity, configuration, status and firmware information; firmware update records; tags; connectors with their transformation functions; variables, including decryption keys; Space settings; and the members of the Customer's Spaces and their roles. The following HARDWARIO-internal data is not exportable, because it is HARDWARIO's trade secret or would put the security of the Service at risk: operational logs, monitoring and security data, and the source code and internal configuration of the Service.

6.2. Export. The Customer exports data through the API, documented at <https://api.hardwario.cloud/v2/documentation/> and <https://docs.hardwario.com>. The data structures, formats and standards are listed in the register at <https://www.hardwario.com/legal/cloud-data/>, which also describes the switching procedure. On request HARDWARIO provides a complete export of the exportable data in JSON or CSV within 30 days, free of charge.

6.3. Switching. The Customer may at any time ask to switch to another provider's service, to move its data to its own infrastructure, or to have its data erased, by giving notice of termination under clause 13.2. After the notice period a transitional period of 30 days follows, during which the Service continues, HARDWARIO gives reasonable assistance and all relevant information, keeps the Service and its security at the agreed level and tells the Customer of known risks to continuity. The Customer may extend the transitional period once. If 30 days is technically not feasible, HARDWARIO tells the Customer within 14 working days, with reasons, and proposes a period of no more than 7 months.

6.4. Retrieval and erasure. After the transitional period the Customer has 30 days of read-only access to retrieve its data. HARDWARIO then erases the Customer Data within a further 30 days; backups are overwritten within their 4-week cycle. At the Customer's request HARDWARIO confirms the erasure in writing.

6.5. End of the contract. Where the Customer switches, the contract ends when the switching is successfully completed; where the Customer asked for erasure without switching, it ends at the end of the notice period. HARDWARIO confirms the end of the contract to the Customer by e-mail. The retrieval and erasure under clause 6.4 follow in both cases.

6.6. No switching charges. HARDWARIO charges nothing for switching, data export or erasure. During the notice and transitional periods the ordinary fees under clause 4 apply.

6.7. Data location and governmental access. The Service runs on servers of DigitalOcean, LLC in its data centre in Frankfurt am Main, Germany, under the law of the European Union and Germany; DigitalOcean, LLC is a company of the United States of America. HARDWARIO processes Customer Data only in the European Union, discloses it to public authorities of a country outside the European Union only where an applicable legal ground under European Union or Member State law requires it, examines each request for its lawfulness, and informs the Customer of a request before complying with it, unless that would undermine the purpose of a lawful investigation.

7. Acceptable use and content

7.1. Prohibited use. The Customer and its users must not use the Service to store or transmit illegal content, to infringe the rights of others, to distribute malicious code, to attack or probe the security of the Service or of other systems without authorisation, or to load the Service in a way that endangers its operation for other customers. Security research within the scope of the HARDWARIO Coordinated Vulnerability Disclosure Policy HLN.261009.01 is permitted.

7.2. No general monitoring. HARDWARIO does not monitor Customer Data. It acts on orders of public authorities, on notices under clause 7.3 and on its own findings of a breach of clause 7.1.

7.3. Notices of illegal content. Anyone may notify HARDWARIO of content in the Service that they consider illegal, by e-mail to ask@hardwario.com, stating the reasons, the exact location of the content (for example the Space or device), their name and e-mail address (except for notices concerning the sexual abuse or sexual exploitation of children), and a statement that the notice is accurate and complete to the best of their knowledge. HARDWARIO confirms receipt, decides diligently and without arbitrariness, and informs the notifier of its decision and the possible redress.

7.4. Measures and statement of reasons. If HARDWARIO restricts content, suspends or terminates the Service or an account because of illegal content or a breach of these Terms, it decides by a person, not by automated means, acts proportionately, and gives the Customer a statement of reasons: the measure and its scope, the facts relied on, the legal or contractual ground, and the possibilities of redress.

7.5. Complaints and redress. The Customer may object to a measure by e-mail to ask@hardwario.com; HARDWARIO reviews the objection without undue delay and informs the Customer of the outcome. The Customer may also turn to the courts under clause 15. HARDWARIO reports suspected criminal offences involving a threat to the life or safety of persons to the competent authorities.

8. Contact points

HARDWARIO's single point of contact for the authorities of the Member States, the European Commission and the European Board for Digital Services, and for users of the Service, is ask@hardwario.com, in Czech or English. Security vulnerabilities are reported to security@hardwario.com.

9. Suspension

HARDWARIO may suspend the Service or an account, in whole or in part, where necessary to prevent a security incident, an imminent breach of clause 7.1 or harm to other customers, or where a public authority orders it, for no longer than necessary. HARDWARIO informs the Customer in advance where possible, otherwise without delay.

10. Intellectual property

10.1. The Service, its software and documentation are HARDWARIO's or its licensors' property. For the duration of the contract HARDWARIO grants the Customer a non-exclusive, non-transferable right to use the Service for its business purposes in accordance with these Terms.

10.2. The Customer grants HARDWARIO the right to use Customer Data only to the extent necessary to provide, secure and support the Service.

11. Confidentiality

Each party keeps the other party's non-public business and technical information confidential and uses it only for the contract, except where disclosure is required by law. This obligation survives the end of the contract by 3 years.

12. Liability

12.1. Limitation. Each party's liability under the contract is limited in total to the fees paid or payable by the Customer in the 12 months before the event giving rise to the claim. Neither party is liable for lost profit or indirect damage.

12.2. Exceptions. The limitation does not apply to damage caused intentionally or by gross negligence, to harm to life or health, to the Customer's obligation to pay the fees, or where the law does not allow liability to be limited.

12.3. SLA. Service credits under the SLA are the Customer's sole financial remedy for availability below the agreed level; the right to terminate under the SLA is not affected.

13. Term and termination

13.1. Term. The contract is concluded for an indefinite term.

13.2. Ordinary termination. The Customer may terminate the contract by notice of one month, HARDWARIO by notice of three months, both in writing or by e-mail; the notice period begins on the day after the notice is delivered.

13.3. Termination for cause. Either party may terminate the contract with immediate effect if the other party materially breaches it and does not remedy the breach within 30 days of a written request, or becomes insolvent. The Customer may also terminate under the SLA for persistently missed availability.

13.4. After termination. Clause 6 applies to the retrieval and erasure of data after any termination. Clauses that by their nature survive (payment, confidentiality, liability) continue to apply.

14. Changes to these Terms

HARDWARIO may change these Terms. It announces a change at least 30 days before it applies, by e-mail to the account owner and on <https://www.hardwario.com/legal/>; the Customer may terminate the contract with effect before the change applies. A change required by law or solely in the Customer's favour may apply sooner. Each version carries a document number, revision and valid-from date, and all earlier versions remain available at <https://www.hardwario.com/legal/>.

15. Final provisions

15.1. Governing law and courts. The contract is governed by Czech law. Disputes are decided by the courts having jurisdiction at HARDWARIO's registered office.

15.2. Digital services. These Terms, the SLA and the DPA govern the quality, updates and changes of the Service; the default provisions of the Czech Civil Code on the provision of digital content and digital services apply only where these documents do not provide otherwise.

15.3. Notices. Notices are given in writing or by e-mail: to HARDWARIO at ask@hardwario.com, to the Customer at the e-mail address of the account owner.

15.4. Severability. If a provision is invalid, the rest of the contract remains in force and the parties replace the invalid provision with a valid one of the closest equivalent effect.