

# Qrator Free Trial Services Agreement

Last Updated October 22, 2023

This Free Trial Services Agreement (“**Agreement**”) is between Qrator Labs CZ s.r.o. and its Affiliates (as defined below) (also referred to as “**Qrator**”, “**we**,” “**us**,” or “**our**”) and the Entity (as defined below) you represent, or if you do not designate an entity in connection with your subscription or use of the Services (as defined below), you individually (“**you**” or “**your**”) and governs your use of our Services (as defined below).

By accepting this Agreement, either by accessing or using the Services in any manner, or authorizing or permitting any Affiliate to access or use the Services, you agree to be bound by this Agreement as of the date of such access to the Services (the “**Effective Date**”).

If you are entering into this Agreement on behalf of a company, organization, or another legal entity (an “**Entity**”), you are agreeing to this Agreement for that Entity and representing to Qrator that you have the authority to bind such Entity to this Agreement.

## 1. General Terms

This Agreement governs your free or trial access and use of Qrator’s Service, including but not limited to information services for network incident notifications, analysis of anomalies, traffic monitoring including but not limited to DDoS attacks mitigation, Web Application Firewall (WAF), Bot Protection, Ingress: Service Provider Protection, DNS protection, Content Delivery Network, Real-time BGP monitoring (collectively, the “**Services**”). The detailed description of the Services you may find at: <https://qrator.net/en/> in the “Services” tab.

For Paid Services you shall enter into written Agreement for Paid Services with us or our Affiliate (as defined below), for this purpose please contact: mail@qrator.net.

You acknowledge that the Services are provided to you by Qrator for use only for business purposes and that the Services are not intended and must not be used for personal or private purposes.

## 2. Services Terms

### 2.1 Access to Services

Qrator will make the Services available to you pursuant to this Agreement and in accordance with applicable laws.

If you are agreeing to this Agreement on behalf of an Entity, such Entity’s Affiliates may also access and use the Services provided that such Affiliates agree to be bound by the terms of this Agreement, and the Entity remain fully liable for such Affiliates’ actions and

omissions in connection with this Agreement as if the Entity had performed such acts and omissions itself. For the purpose of this Agreement “Affiliate” means any means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.

However, within the trial access granted according to this Agreement, Qrator is not providing the access to your end users, for that type of access you shall conclude the written Agreement for Paid Services with us.

With respect to each free or trial Service, we will make each such Service available to you free of charge until the earlier of (a) the end of the free trial period (if applicable) for which you registered to use the Service; (b) the start date of your Agreement for the Paid Services version of such Free Service; or (c) termination of the Free Service by Qrator in our sole discretion.

The Services upon the Agreement are intended for trial and testing purposes only, and may be subject to additional terms that will be presented to you at the time of sign-up or use. Qrator is not obligated to provide you with support for the Services or correct any bugs, defects, or errors in the Services.

We may discontinue, or suspend Services (including any of Traffic Data stored as part of the Services) or your access thereto at any time in our sole discretion and may never make them generally available.

You understand that any information you obtain regarding Services is Qrator confidential information, and you agree not to disclose such information, except as required by law, and to only use such information in connection with your use of the Services.

## **2.2 Use of Services**

### **2.2.1 Restrictions**

Unless otherwise expressly permitted in writing by Qrator, you will not and you have no right to:

- (a) rent, lease, loan, export, or sell access to the Services to any third party, or sign up for the Services on behalf of a third party;
  
- (b) interfere with, disrupt, alter, or modify the Services or any part thereof, or create an undue burden on the Services, including, but not limited to, causing (whether directly or indirectly) traffic for your Qrator-proxied domain to be sent to an IP address that was not assigned by Qrator for the domain;

(c) access or use the Services in a manner that violates or is intended to circumvent Service-specific usage limits, quotas, or other restrictions set forth in the Agreement;

(d) utilize any framing techniques to enclose any Qrator trademark, logo, service mark, or other trade dress ("**Qrator Marks**") or Materials (defined below) or use any meta tags or other "hidden text" utilizing the Qrator Marks or Materials without Qrator's written consent

(e) introduce software or automated agents or scripts into the Services so as to produce multiple accounts, generate automated searches, requests or queries, or to strip or mine data from the Services;

(f) cover or obscure any page or part of the Services via HTML/CSS, scripting, or any other means;

(g) reverse engineer the Services;

(h) perform benchmark tests of our Services

## **2.3 Credentials**

You are responsible for maintaining the confidentiality of all logins, usernames, passwords, and other access credentials created by or assigned to you ("**Credentials**") and are solely responsible for all activities that occur with such Credentials.

If you permit third parties to access your Qrator account, you do so at your sole risk and Qrator will not be directly or indirectly responsible or liable to you in any manner, for any harms, damages, loss, lost profits, special or consequential damages, or claims, arising out of or in connection with such permission. You acknowledge that by permitting a third party to access your Qrator account, the third party may obtain, modify, or delete your account data and settings.

You agree to notify Qrator promptly of any actual or suspected unauthorized use of any Credentials. Qrator reserves the right to terminate any Credentials that Qrator reasonably determines may have been accessed or used by an unauthorized third party and will provide immediate notice of such to you.

## **2.4 Traffic Data**

### **2.4.1**

You will retain all right, title and interest in and to any data, content, code, video, images or other materials of any type that you transmit to or through the Services (collectively, "**Traffic Data**").

### **2.4.2**

You must obtain all necessary rights, releases and permissions to provide Traffic Data to Qrator, and you represent and warrant to Qrator that Traffic Data and its transfer is not violating any applicable local, state, federal and international laws and regulations (“**Laws**”), including without limitation those relating to export control or electronic communications. We assume no responsibility or liability for Traffic Data, and you will be solely responsible for the consequences of using, disclosing, storing, transferring or transmitting Traffic Data.

### **2.4.3**

By transmitting Traffic Data to or through the Services, you represent and warrant that Traffic Data does not infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.

### **2.4.4**

Qrator retains all right, title, and interest in all models, observations, reports, analyses, statistics, databases and other information created, compiled, analyzed, generated or derived by Qrator from server, network or traffic data generated by Qrator in the course of providing the Services (“**Network Data**”), and shall have the right to use Network Data for purposes of providing, maintaining, developing, and improving its Services.

## **2.5 Acceptable Use**

You agree not to, and not to allow third parties to use the Services to: (a) falsely imply any sponsorship or association with Qrator; (b) post, transmit, store or link to any files, materials, data, text, audio, video, images or other content that infringe on any person’s intellectual property rights or that are otherwise unlawful; (c) distribute viruses, worms, time bombs, Trojan horses, or other malicious code, files, scripts, software agents and programs; (d) facilitate phishing, spamming, or other technical abuse; or (e) engage in any activities that are illegal, including disseminating, promoting or facilitating child sexual abuse material or engaging in human trafficking.

## **3. Data Privacy and Security**

### **3.1 Privacy and Data Processing**

Qrator privacy and data processing practices are described in Qrator Privacy Notice. If your Traffic Data includes the personal data, you shall notify Qrator, and in such case Qrator will be considered as a data processor or sub-processor, as applicable, and Qrator will handle such Personal Data in compliance with Qrator’s Data Processing Agreement, which shall be concluded between you and Qrator.

## **4. Compliance with Laws**

You will comply with all Laws. You agree that you are responsible for determining whether use of the Services will satisfy your individual compliance obligations. You will not use the Services for any reason if you or any party that owns or controls you (if you are a legal entity), are subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, the United Kingdom, or other applicable government authority. Qrator will have the right to suspend your access to the Services at any time in order to comply with any contractual, statutory, and/or regulatory obligations, a request or order from law enforcement or a competent judicial, governmental, supervisory or regulatory body. Qrator will not be responsible for informing anyone about the suspension and shall not bear liability of any default or delay in providing such information. In case of the suspension, Qrator shall not be held liable for any loss or damage arising of or related to the suspension.

## **5. Termination of Use; Discontinuation and Modification of the Services**

You will lose your right to use the Services if you violate any provision of this Agreement. We may at our sole discretion terminate your user account or suspend or terminate your use or access to the Services at any time, with or without notice for any reason or no reason at all.

We also reserve the right to modify or discontinue the Services at any time (including, without limitation, by limiting or discontinuing certain features of the Services) without notice to you. We will have no liability whatsoever on account of any change to the Services or any suspension or termination of your access to or use of the Services. You may terminate your account at any time through the Services' account dashboard.

## **6. Ownership; Proprietary Rights**

This Agreement contains a limited right to access and use the Services according to the terms of the Agreement. You acknowledge that all property rights, including all intellectual property rights, in Services, including without limitation the visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services (the "**Materials**") belong exclusively to Qrator and its third-party licensors and are protected by all applicable laws. This Agreement does not constitute an assignment or transfer of any intellectual property rights to you, and you are not granted with any kind of license or another right to any intellectual property right in the Materials and/or the Services other than expressly granted or authorized herein. Except as expressly authorized by Qrator you may not make use of the Materials.

You will not do or allow to be done any act or thing that may contest, impair or invalidate in any way, any right or portion of the right, title and interest of Qrator in and to the Materials or the Services. You will not delete or in any manner alter the copyright, trademark, or other intellectual property rights notices or markings that appear while using the Services and/or the Materials.

If you provide any suggestions, comments or other feedback related to the Services and/or Materials to Qrator or its authorized third party agent(s) ("**Feedback**"), you hereby grant Qrator a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable license to copy, display, distribute, perform, modify and otherwise use such Feedback or subject matter thereof in anyway without limitation.

## **7. Indemnification**

You agree that you will be responsible for your use of the Services, and you agree to defend, indemnify, and hold harmless Qrator and its officers, directors, employees, consultants, Affiliates (as defined above), subsidiaries and agents (collectively, the "**Qrator Entities**") from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to, use of, or alleged use of the Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with our defense of such claim.

## **8. Disclaimers; No Warranties**

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT QRATOR HAVE NO OBLIGATION TO MONITOR, CONTROL, OR VET TRAFFIC DATA. AS SUCH, YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. QRATOR MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SERVICES, ITS SAFETY OR SECURITY, OR THE SERVICES CONTENT. ACCORDINGLY, QRATOR IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SERVICES' INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES.

QRATOR EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **9. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL QRATOR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT QRATOR HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY APPLICABLE LAW THE AGGREGATE LIABILITY OF QRATOR IN CONNECTION WITH ANY AND ALL CLAIMS HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES FURNISHED OR TO BE

FURNISHED UNDER THIS AGREEMENT WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO THE AMOUNT OF FIVE HUNDRED (500) EURO.

## **10. Governing Law and Settlement of Disputes**

This Agreement shall be governed by, and construed in accordance with, the laws of Cyprus and any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or arising therefrom or related thereto in any manner whatsoever, will be subject to the jurisdiction of the relevant court of Cyprus.

## **11. Changes to this Agreement**

Qrator reserves the right from time to time, to update, revise, supplement, and otherwise modify this Agreement at any time and to impose new or additional rules, policies, terms, or conditions on your use of the Services. Qrator will communicate changes to this Agreement by posting the new version of this Agreement on its website: <https://qrator.net/en/> or as otherwise determined by Qrator in its sole discretion, at which time such updated Agreement will be immediately effective for you and your continued use of the Services after such notification of any changes to this Agreement will constitute your acceptance of all such changes. If you do not agree with the revised terms, your sole and exclusive remedy will be not to use the Services.

## **12. Force Majeure**

Qrator shall not be liable for any delay or failure to perform any of its obligations under this Agreement if such a delay or non-performance results from acts of God, fire, earthquakes, storms or other elements of nature, strike, labor disputes or other industrial disturbances, embargo, terrorist attack, war, systemic electrical, telecommunications or other utility failures, insurrection, blockages or riot, or other causes beyond the reasonable control of Qrator. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances. However, you are entitled to terminate this Agreement when such delay lasts for ninety (90) calendar days consecutively.

## **13. Publicity**

You agree and confirm that Qrator may use your name and corporate logo (if applicable) on the website of Qrator or in promotional materials (in any presentation, marketing materials, and/or customer lists, etc.). Qrator may also verbally reference you as a customer of the Services.

## **14. Severability**

Every provision of this Agreement will be construed to the extent possible, so as to be valid and enforceable. If any provision, or portion thereof, of the Agreement is held unenforceable, illegal or invalid by a court of competent jurisdiction, the enforceability of the remaining provisions shall not be affected and that the Parties shall negotiate in good faith to agree a provision that represents the original intention of the Parties.

## **15. General**

This Agreement constitutes the entire and exclusive understanding and agreement between you and Qrator regarding your use of and access to the Services. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement at any time without notice. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of this Agreement or any provision of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in this Agreement is for convenience only and will not have any impact on the interpretation of particular provisions. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of this Agreement, any provision that by its nature or express terms should survive will survive such termination or expiration.

## **16. Contact Information**

The Services are offered by Qrator Labs CZ s.r.o., registration No 036 20 174, Růžová 1416/17, Nové Město, 110 00 Praha 1. <https://qrator.net/>