Hosted Homeserver Customer Terms and Conditions

These Hosted Homeserver Customer Terms and Conditions ('Customer Terms') govern your use and access of our Services. Authorised Users are bound by the Users Terms and Conditions ('Users Terms'). Please read this document carefully before accessing or using this service!

1. Introduction

1.1 Definition of Terms

When you read the 'Customer' or the 'Homeserver Owner' below it refers to the individual, or the organisation represented by the individual, agreeing to these Customer Terms during the set-up of a homeserver via the Modular interface.

If you, as an individual, sign up with a personal email address, you are the Customer.

If you, as an individual, sign up with a corporate email domain, the Customer will be the organisation behind the email domain, and the Customer can modify and re-assign roles on the Homeserver, including your role, while still being bound by these Customer Terms.

If the Customer decides to replace you as the representative with ultimate authority for the Homeserver, we will provide you with notice following such decision and you agree to take any actions reasonably requested by us or the Customer to facilitate the transfer of authority to a new representative of the Customer. Please make sure you have the authority to represents an Organisation when signing-up with a corporate email domain and agreeing to these Customer Terms on behalf of the organisation.

The Customer can invite users or open free registration to their Homeservers. People who have been invited, or have registered freely, to use a Homeserver controlled by the Customer are 'Authorised Users' of that Homeserver.

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When you read 'Modular' or 'the Hosting Service' it refers to the service exposed at https://modular.im for the purchase, configuration and management of Matrix homeservers hosted and run by New Vector Ltd.

When you read 'the Homeserver' or 'the Communication Service', it refers to an instance of a Matrix homeserver provisioned by the customer via Modular. This instance makes available communication services which might include messaging features in public and private chat room, voice and video calls and interactions with third-party applications. The Homeserver stores the users' account and personal conversation history and may provide services such as bots and bridges, and may communicate via the open Matrix decentralised communication protocol with the public Matrix Network, if you, as the Homerserver Owner, choose to.

The 'Services' refers to both the Hosting and Communication Services.

Where you read 'New Vector', 'New Vector Ltd.' or 'we' or 'us' below, it refers to New Vector Limited, and its French subsidiary: New Vector SARL and their agents. **This agreement does not apply to Matrix servers run by anyone else - Matrix is an open network like the Web and this agreement only applies to the server provisioned by the Customer and provided by New Vector Ltd.**

If this agreement is not acceptable, please use a Matrix homeserver provided by someone else!

1.2 Using The Service Means Accepting These Terms

By using the Hosting Service and provisioning a Homeserver the Customer agrees to and is bound by the terms and conditions written in this document.

By accessing or using the Communication Service in any way, whether the Customer has created a Matrix account on the Homeserver, or whether they are accessing content federated from the Homeserver to another Matrix homeserver, or are just browsing rooms as an unauthenticated guest, the Customer agrees to and is bound by the Users Terms.

If the Customer does not agree to all of the terms and conditions contained in this document, they should use a Matrix server provided by someone else and refrain from provisioning this server.

1.3 Between The Customer and The Authorised Users

These Customer Terms gives the Customer the right to provision, configure and invite others to use the Homeserver. They may enable or disable federation to the rest of the Matrix network, close rooms, turn off the access to the service, change the accessibility rules (from invite only to open registration or vice versa, or forbid the read-only mode) etc...

You agree that it is solely the Customer's responsibility to inform the Authorised Users of any relevant policies and practices they would like to enforce on their Service which come in addition to the default ones we enforce below. If there is any contradiction between the Customer's policies and New Vector ones, the ones enforced by New Vector will prevail (e.g. a Customer cannot override the fact that illegal activities are forbidden on the servers, but can enforce the obligation for new users to introduce themselves in a lobby room).

1.4 This Is a Living Document

This is a living document. With your help, we want to continuously improve it.

If you read something that rubs you the wrong way, or if you think of something that should be added, please get in touch! We're all ears!
Email support@modular.imand we'll chat.

We don't amend this document for any specific Customers, Users or use case, but if your proposed changes apply more broadly, we'll be happy to update it for everyone.

If we make a material change to this document we will provide you with reasonable notice prior to the change coming into effect. We will set forth the date upon which the changes will become effective, and any use of the Hosting Service after said date will constitute your acceptance of these changes, as a Homeserver Owner.

Your access and use of the Hosting Service is always subject to the most current version of this document.

Should you have other questions or concerns about this document, please contact us at support@modular.im or at our mailing address below:

10 Queen Street Place, London, United Kingdom, EC4R 1AG

1.5 Breach of Terms

If the Customer breaches any of the terms and conditions in this document, and the breach is not cured within fifteen (15) days after we provide notice of the breach your authorization to access and use the Hosting Service automatically terminates. Similarly, if we breach any of our obligations listed in these Customer Terms, the Customer may terminate the contract within fifteen (15) days notice of the breach.

For the sake of clarity, the Authorised Users are responsible for any breaches of the Users Terms they cause, but the Customer is responsible for any breach of these Customer Terms caused by its Authorised Users. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in violation of applicable law.

2. Intellectual Property Rights

2.1 Who Owns the IP of The Authorised User's Messages and Files?

Unless stated otherwise in direct agreements between the Authorised Users and the Customer (e.g. an employment contract), the Homeserver Owner can not claim intellectual property rights over rooms, message content or files Authorised Users uploaded to the Homeserver, directly or over federation or bridging.

The Customer acknowledges and agrees that New Vector Ltd. have no liability of any kind should anyone Authorised Users granted access to their messages or files modify, destroy, corrupt, copy or distribute them, or violate the terms of use or other limitations that the Users may impose on the use of their shared content.

The Customer may pre-screen Users' messages or files to prevent spam and other abuse, and messages or files (including entire rooms) may be removed from the Homeserver for any reason without notice at the discretion of either New Vector Ltd. or the Homeserver Owner. By posting or uploading their messages or files, Authorised Users represent and warrant that they own or otherwise control all of the intellectual property rights and other rights to their user materials as described in the Users Terms of Use, including all the rights necessary for them to post or upload said messages or files.

Authorised Users are solely and entirely responsible for all of the messages and files that they post or otherwise submit via the Service. Authorised Users shall assume all risks associated with the use of said content including any reliance on the accuracy, completeness or usefulness. New Vector does not guarantee the accuracy, integrity or quality of their messages or files.

As part of the USer Terms, Authorised Users acknowledge and agree that by accessing or using the Communication Service, they may be exposed to user materials from others that are offensive, indecent or otherwise objectionable.

3. Use of The Hosting and Communication Services

The Customer must comply with these Customer Terms and ensure that their Authorised Users comply with both these Customer Terms and the Users Terms. We may review the users' conduct for compliance purposes, but we have no obligation to do so. We are not responsible for the content of the Customer's or their Authorised User's data, or the way the Customer or their Users decide to use the Communication Service.

The Customer must ensure that all Authorised Users are at least 16 (sixteen) years old to use both our Hosting and Communication Services or such greater age required in their country to register for or use our Hosting and Communication Services.

We are not responsible for providing internet connectivity to the Authorised Users for the use of the Services.

Any illegal content, and in particular any content containing or promoting indecent images/depictions of children, are utterly prohibited on the Services. When the Customer becomes aware of such content, they are responsible for reporting it to us so we can refer the details to the relevant authorities. If the Customer has found an account, room or group being used for the distribution or promotion of child sexual exploitation or any illegal content, please share the details in an email to abuse@modular.im.

If we believe that there is a violation of these terms, which can be simply remedied by the removal of some of the Customer's or User's data, or by disabling a third-party product, we will, in most cases, ask the Customer to take direct action rather than intervene. However, if the Customer doesn't take appropriate action or if we believe there is a credible risk to harm us, the Service, Authorised Users or any third parties, we will directly take what we believe is the appropriate action.

4. Our Responsibilities

4.1 Provide the Services

We are responsible for providing the Services as described in the introduction of this document, until the resources and number of user limits defined for the selected homeserver size are met. Once one of these thresholds is met, the Communication Service will be limited or made partially or fully unavailable, depending on which threshold is reached first.

4.2 Uptime

We do not guarantee that the Services will be accessible at all times. Like all other cloud-based applications, we are vulnerable to the inherent unreliability of the Internet. We do not yet offer contracted SLA for availability of the Services and your data.

We monitor the Services closely and have set up automated alarms to be notified (via email, push notifications and phone calls) when the servers, and in particular the Homeserver, are under stress, so that we can deal with the issue before it becomes a problem that might impact user access. We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week,

excluding planned downtime. We expect planned downtime to be infrequent but will endeavor to provide the Customer with advance notice (e.g., through the Services), if we think it may exceed five (5) continuous minutes.

You acknowledge and agree that New Vector Ltd. shall not be liable for any failure to store your materials on the Homeserver at any time.

4.3 Data Protection and Processing

We will ensure to set-up, at a minimum, reasonable data practices for maintaining the confidentiality and security of the Customer's and User's Data and preventing unauthorized access. For more details please check our Privacy Policy and Cookie Policy.

5. Pricing Definitions and Payment Obligations

Note: All the prices displayed are excluding tax. Taxes will be automatically calculated based on the Customer's credit card details and billing address and displayed in the invoices, if not null.

The fees for the Hosting Service are specified in the pricing section of the Modular Hosting page of the Modular website, as well as in the set-up form of the Service. The fees for a new subscription must be paid in advance and will be automatically debited at the beginning of every billing period. The fees for changes made to an existing subscription (e.g. increase the number of Additional Users) will be adjusted in the next billing cycle.

5.1 Matrix Hosting: Hosted Homeservers for Matrix

Each size of homeserver corresponds to a given pricing plan, which includes a number of Monthly Active User (MAU) and comes with hardware resources limits that the Customer can visualise in the "Metrics" section of their "Manage your server" page.

5.1.1 Type of users

A "Monthly Active User" (MAU) is a unique user which has been active (i.e. made a request to the server by e.g. logging in, reading messages, sending messages or firing up the app) in the last 30 days.

MAUs only contribute to the MAU total count when they are active and if they are older than 2 days, which means newly registered users can use the Service for free for 2 days.

"Guest users" are users who access the Service in a read-only mode: they can read rooms but not write nor invite another user to chat, or create a room. Guest users do not contribute to the MAU total count and are free, but their activity does contribute to the resource usage of the host, when they peek in a room. Guest users access can be disabled in the host management panel. If guest users are disabled,every user will have to register to be able to read a room, and will as such contribute to the MAU total count (after 2 days).

"Federated users" are users who are registered on another server but do participate in rooms alongside Authorised Users of this homerserver. Federated users do not contribute to the MAU total count and are free, but their activity does contribute to the resource usage of the host (i.e. their messages will be take space in your database, federating the messages will use your processor etc). Federation to the rest of the Matrix network can be disabled in the host management panel. This means that users registered on this host will only be able to interact with other users of the same host.

Once the maximum number of MAU is reached, users already using the service will be able to continue doing so, but new users or users who haven't been active in the last 30 days won't be able to use the Service, until the Customer asks for an upgrade, or buys Additional Users (see below).

The Customer can define "Reserved users", who will be able to login and use the Service even if the maximum number of MAU is reached. This effectively reserves slots for this list of users within the MAU total count. For example, on a 50-users server, if there are 10 Reserved Users, the 40 other users will be able to use the

Service, but the 41st one will be locked out. Meanwhile any Reserved User will be able to continue using the service, even if they haven't been active in the last 30 days.

"Public registration" allows users with any email address to register on the server. If disabled in the host management panel, the Customer will have to define the user domain they wish to whitelist (e.g. mycompany.com). In that case, only users with email addresses belonging to the whitelisted domain (e.g. john@mycompany.com) will be able to register.

The User Quota chart at the bottom of the "Metrics" section gives an overview of the number and the split among each type of users on the host.

5.1.2 Resources

Available resources for a given plan are bounded by the system resources allocated to the Homeserver. The Customer can visualise the amount of resources being used in the "Metrics" section of their "Manage your server" page.

Once 100% of the resources have been used up, all usage of the host will be blocked until the Customer contacts us to upgrade to a superior plan. In the future, upgrading will a simple step or even automatic if the Customer wishes so.

5.1.3 Pricing

We have defined a flat price per MAU per month. Every payment needs to be made upfront and is not cancelable, except if stated otherwise in a contract between the Customer and New Vector Ltd. Fees already paid are not refundable, and the full plan price will automatically be debited from the saved card on the monthly anniversary of the subscription. The Customer can find the details of their upcoming and past bills in the "Billing" section of the "Billing" section of their account. **If the payment can't be taken access to the server will be blocked for all users until the payment is cleared.**

An upgrade to a superior hosting plan can take place at any point in the billing period. A downgrade can only happen at the anniversary date of the subscription.

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Every plan includes one free user. That means that for example, for a 100 MAU server, at $1.50 per MAU per month, one will only pay $148.50 per month in total.

5.2 Matrix Hosting: Additional Users

The resource usage of a server is not linearly linked to the number of MAU on it: a small number of users can use huge resources and vice-versa. To palliate this we've introduced the ability to buy additional MAUs, the "Additional Users": if the server reached the maximum number of MAU but the resources usage is relatively low, the Customer can buy the ability to add more users on the plan. This will not increase the amount of resources available.

These Additional Users have the same status as the MAUs included in the plan and just add up to the total count.

Additional Users can be added and removed from the plan at any time and will be charged pro-rata temporis: full MAU price is charged at acquisition and the proportion of unused amount of time is reimbursed at deprovisioning. The consumed time is not refundable.

6. Support

We do not yet offer contracted support for the homeserver, which is in consequence provided on a best effort basis by New Vector Ltd - however, support is often available from the wider Matrix Community in the public Matrix Support rooms (as listed in the +matrix:matrix.org community).

Queries sent to support@modular.im will be addressed on a best-effort basis by the paid team. Phone support is not provided.

7. App Developers

We encourage everyone to write software that uses the Matrix Protocol and interfaces with the Communication Service.

The Matrix Protocol and our implementation will change over time, and we may change or deprecate APIs or behaviour for any feature of the Communiation

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Service from time to time - it is the Application Developer's responsibility to ensure that calls or requests they make to or via our Service are compatible with then-current APIs for the Communication Service. We will always try to inform the Application Developer of any changes with reasonable notice so they can adjust their Application, but we are under no obligation to do so.

Provided that the Application Developer comply with the terms of this Agreement and our policies and procedures, you may use the Hosting Service to execute Applications owned by them. You are solely responsible for the Applications you run, including any data, text, images or content they contain.

Although the Customer might prevent access and integration to third party applications and bridges.

8. Termination of Use

The Customer can terminate the subscription at any time, although the fees for the Plan for the billing period are not refundable.

9. Encryption

The Communication Service may allow the Authorised Users to encrypt their communications end-to-end between devices. There may be restrictions and limitations on the import, possession, use, transfer and/or export of strong encryption technology under the laws of the country in which the Authorised Users intend to use the Communication Service. As mentioned in the Users Terms it is their sole obligation and responsibility to check such restrictions and limitations before using the Communication Service and to comply with them. We reserve the right to suspend the Communication Service immediately and without notice if we determine, in our sole judgment, that the Service is being used in violation of local regulations governing the use of cryptographic technologies (even though we have no responsibility to make such determination).

10. Warranties and Disclaimers

The Hosting Service is provided by New Vector under these terms of use "as is" without warranty of any kind, either express, implied, statutory or otherwise, including, but not limited to, the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, New Vector or the Homeserver Owner make no warranty that:

1. the Hosting and Communication Services will meet your requirements;
2. the Services will be uninterrupted, timely, secure, or error-free;
3. the quality of the Services will meet your expectations; and
4. any errors or defects in the Services will be corrected.

You acknowledge and agree that:

1. New Vector does not control, endorse, or accept responsibility for any materials or services offered by third parties (except where stated otherwise), including third-party vendors and third parties accessible through linked sites;
2. New Vector makes no representations or warranties whatsoever about any such third parties, their materials or services;
3. any dealings you may have with such third parties are at your own risk; and
4. New Vector shall not be liable or responsible for any materials or services offered by third parties.

New Vector does not control or endorse the materials or message content found in any rooms or communities. To the maximum extent permitted by law, New Vector Ltd. will have no liability related to user materials arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. New Vector Ltd. also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user messages or files.

The use of the Hosting and Communication Services is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data or other harm that results from such activities. New Vector assumes no liability for any computer virus or other

similar software code that is downloaded to your computer from the site or in connection with any services or materials. No advice or information, whether oral or written, obtained by you from New Vector or via the site, services or materials shall create any warranty not expressly stated in the terms of use. New Vector will not be liable for any loss that you may incur as a result of someone else using your password or account with respect to the site or any services or materials, either with or without your knowledge.

Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety days.

11. Indemnity and Liability

You agree to indemnify and hold New Vector and its officers, co-branders, other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of:

1. your user materials and any other content (e.g. computer viruses) that you may submit, post to or transmit through the Services, including a third party's use of such user materials or content (e.g. reliance on the accuracy, completeness or usefulness of your user materials);
2. your access to or use of the Services (including any use by your employees, contractors or agents and all uses of your usernames and passwords, whether or not actually or expressly authorized by you, in connection with the Service);
3. your connection to the Services;
4. your violation of both the Customer and Users Terms of Use;
5. your infringement of any third party's intellectual property rights when using any of the software made available on the Service;
6. your violation of any rights of any third party;
7. your access to or use of linked sites and your connections thereto; or
8. any dealings between you and any third parties advertising or promoting via the Service.

12. Emergency Service Calls

The Communication Service does not and is not intended to support or carry emergency calls to any emergency services (e.g. E911 or 112 numbers). We are not liable for any claims, damages or loss which arise from this limitation.

13. Limitation of Liability

In no event shall New Vector, its officers, directors, employees, partners or suppliers be liable to you or any third party for any special, punitive, incidental, indirect or consequential damages or losses of any kind, or any damages or losses whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or if New Vector has been advised of the possibility of such damages or losses, and on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with:

1. the access or use of or the inability to access or use the Services;
2. the statements or actions of any third party on or via the site, services or materials;
3. any dealings with vendors or other third parties;
4. any unauthorized access to or alteration of your transmissions, user materials or other data;
5. any information that is sent or received or not sent or received;
6. any failure to store or loss of data, files, materials or other content;
7. any services available that are delayed or interrupted;
8. any web site referenced or linked to from this site; or
9. your access to or use of or inability to access or use any linked site.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages. Accordingly, the limitations and exclusions set forth above may not apply to you.

14. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales, excluding its conflict of law provisions. Unless contrary to the law where you reside, all disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of England and Wales and you expressly consent to the exercise of personal jurisdiction in the courts of England and Wales in connection with any such dispute. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

15. General

The Services are licensed, not sold, to you, the Customer, by New Vector Ltd for use strictly in accordance with the terms and conditions of this Agreement. Ownership of the Services shall at all times remain with New Vector Ltd. Access to the Services is provided to you only to allow you to exercise your rights under this Agreement.

15.1 Grant of Licence

Subject to your acceptance of, and compliance with, this Agreement and any payment requirements for the Services (if applicable), New Vector Ltd hereby grants you a limited, non-exclusive, non-transferable, revocable, non-sublicensable licence, in and under our intellectual property rights, to access and use the Services, solely in accordance with the terms and conditions of this Agreement. Unless explicitly stated otherwise, any new features provided by us that augment or enhance one of the current Service shall also constitute "Service" and shall be subject to these terms and conditions. All rights not expressly granted under this Agreement are retained by New Vector Ltd.

You may also be subject to additional terms and conditions that may apply when you use other New Vector services, third party content or third party software. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by New Vector to enforce or exercise any

provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms of Use are purely for convenience and carry with them no legal or contractual effect.