Terms of Service

Spektal GmbH, Stau 123, 26122 Oldenburg - Version 2026-11-09

This English version is a reading aid. The German version is binding.

Section 1 Scope and contracting party

(1) These terms apply to all services of Spektal GmbH, Stau 123, 26122 Oldenburg, Germany, Amtsgericht Oldenburg, HRB 215277 (the "Provider"), provided under the Rytiv brand.

(2) The services are aimed exclusively at businesses within the meaning of section 14 of the German Civil Code (BGB), at legal persons under public law and at special funds under public law (the "Customer"). No contract is formed with consumers. Whoever creates an account confirms that they act for a business. The Provider may rely on that confirmation and may ask for proof, such as a VAT identification number or a register extract.

(3) The contract consists of these terms, the Acceptable Use Policy (the "AUP"), the Data Processing Agreement (the "DPA") and the price list in force at the time of use. Differing terms of the Customer do not apply, even if they are not expressly rejected. Agreements made in an individual case take precedence.

Section 2 Contract, account and team

(1) The contract is formed when an account is created and the person creating it accepts these terms and the AUP in doing so. A person acting for a business warrants being entitled to do so; the Customer is then that business. The Provider stores the version and the time of the acceptance.

(2) Use requires a second sign-in factor. Details of the account and of billing must be complete, correct and kept up to date. The registered email address must be reachable, because the Provider sends notices under these terms there.

(3) Credentials and API keys must be kept confidential. The Customer is responsible for all use through its account and its teams, including by members, agents and third parties it gives access to.

(4) Several accounts or teams may not be created in order to obtain start credit more than once or to get around limits.

Section 3 Services

(1) The Provider offers a platform on which the Customer can run applications, virtual machines, sandboxes, databases, volumes and object storage and can send email. The documentation at the time of use describes the scope.

(2) The Provider owes the provision of the platform, not the success of the Customer's applications. Content, function, lawfulness and security of the applications lie with the Customer.

(3) The infrastructure stands in the European Union; the DPA names locations and service providers. The Provider is a German company and subject to German law. The list in the DPA also names the services outside the EU, and says so where they act only at the Customer's request.

(4) The Provider may develop the services further. If a change materially limits the scope, it announces the change at least 30 days in advance in text form; the Customer may then terminate the contract without notice until the change takes effect. Urgent changes to avert security risks, or changes required by law or by an authority, may be made without this period and are communicated without undue delay.

Section 4 Duties of the Customer

(1) The Customer complies with applicable law and the AUP and does not infringe the rights of third parties. This also applies to use by its members and its end users, whose conduct counts towards the Provider as its own.

(2) The AUP contains the rules the Provider has to pass on from its upstream suppliers. If an upstream supplier requires a further rule, the Provider communicates it; it applies from the notice under section 13.

(3) The Customer keeps the software it uses up to date, closes known security gaps without culpable delay and backs up its data on its own responsibility (section 7(3)).

(4) If the Provider notifies an incident, the Customer handles it within the stated period and answers through the stated channel.

Section 5 Content, reports and moderation

(1) The Provider does not generally monitor the Customer's content and has no obligation to. It does not search, index or assess it without cause.

(2) To protect the platform it automatically evaluates operating data, not content: load, outbound connections and their destinations, names looked up, the number of connection destinations and data volumes. If a machine shows the features of cryptocurrency mining, the system may pause it without prior human review. A pause deletes nothing. The case goes to a person at the same time, and the Customer can start such a machine again as long as the pattern does not persist. Every other measure is decided by a person.

(3) Illegal content or violations can be reported at rytiv.com/abuse (https://rytiv.com/abuse) or to abuse@rytiv.com. Reports are reviewed by a person. The Provider chooses the mildest suitable measure: blocking a single piece of content, an application, a team or an account. The AUP sets out the details and the steps.

(4) The Provider gives the Customer the reasons for a restriction, as far as the law allows, naming the facts, the ground and the way to object. The Customer can object by replying to the same address. Recourse to the courts remains open to both sides.

Section 6 Suspension

(1) The Provider may suspend services in whole or in part with immediate effect if

- there is a well-founded suspicion of a violation of section 4 or the AUP,
- an authority or a court requires it,
- an upstream supplier of the Provider requires it or threatens a suspension,
- the Customer's account poses a danger to the security or availability of the platform or of other customers,
- details under section 2(2) are false or a payment is reversed.

(2) The Provider announces the suspension in advance where this is possible without endangering its purpose, and otherwise informs the Customer without undue delay afterwards. It acts without advance notice in particular for depictions of child sexual abuse, terrorist content, active attacks from its systems and orders of authorities.

(3) The suspension is lifted once its reason no longer applies. It deletes no data.

(4) For a suspension for which the Customer is responsible, the Provider owes no compensation. Charges for storage still occupied continue during this time.

Section 7 Availability and backups

(1) The Provider operates the platform with the care of a prudent business person. It does not promise a particular availability rate unless this is expressly agreed in writing.

(2) The Provider announces maintenance where possible. It may take urgent measures to avert disruptions or security risks without announcement. Upstream suppliers can suspend individual servers or services for reasons set by another customer; the Provider cannot rule this out and then continues the affected machines on other servers where possible.

(3) Backing up its own data is the Customer's responsibility. Snapshots, checkpoints, the history of a database and comparable functions are functions of the platform and do not replace a backup outside the platform. Files outside a volume count as transient: they can be lost during maintenance or when a machine moves.

Section 8 Prices, credit and payment

(1) The services are paid in advance from a credit balance in euros. Usage is deducted continuously, at the prices in force at the time of use. The price list published on the website is authoritative; the same list is available through the API. All prices are net plus statutory VAT; for customers from other EU member states with a valid VAT identification number the reverse charge procedure applies.

(2) Purchased credit. The Customer tops up credit in the console, once or automatically according to its settings, including a monthly ceiling. The credit is a single-purpose voucher within the meaning of Section 3(14) of the German VAT Act and can only be used for services of the Provider under the Rytiv brand. The Customer receives an invoice for every top-up. The console states minimum and maximum amounts. Purchased credit is valid for twelve months from the respective top-up. Start credit is used first, then the oldest purchased credit. Whatever has not been used by then expires without compensation; the Provider gives notice in text form at least 30 days before.

(3) Start credit. The Provider may grant new teams a start credit, in the amount and under the conditions stated on the website and in the console at the time of sign-up; the condition is currently a sufficiently old GitHub account or a saved card. It is granted once per person, per team and per card, expires 90 days after it was granted, cannot be transferred and is not paid out. The expiry date is shown in the account. Start credit is used first. While a team has only start credit, the limits named in the documentation apply. In the event of a violation of section 2(4) the Provider may withdraw the start credit.

(4) Credit used up. When the balance reaches zero, the Provider stops the running machines and accepts no new services. Reading, deleting and topping up remain possible, and data is kept. After a top-up the stopped machines start again. Occupied storage continues to be charged; a balance that turns negative as a result is settled with the next top-up. At the earliest 90 days after the stop, and after an announcement with 30 days' notice, the Provider may delete the data of a team without credit. Services with their own retention period, such as paused sandboxes, keep that period regardless of the credit.

(5) Price changes. The Provider may change the prices for the future. A change applies from 00:00 UTC of a particular day (the effective date); usage before it is charged at the previous prices. Increases are announced at least 30 days before the effective date in text form and in the console, naming the affected prices, the new prices and the effective date. Reductions can take effect at the next effective date without notice. In the event of an increase the Customer may terminate the contract without notice as of the effective date; the announcement points this out. Credit already purchased is kept in euros and is used at

the new prices from the effective date.

(6) No refund. Purchased credit is not refunded or paid out, including when the Customer terminates the contract or deletes a team or its account itself. This does not apply in the following cases, in which the Provider refunds, on request in text form, the unused and unexpired purchased credit to the original payment method, less amounts due from the Customer:

- The Provider terminates the contract without the Customer having given a reason for it, or permanently discontinues the services.
- The Customer terminates because of a price increase under paragraph 5 or for good cause for which the Provider is responsible.
- A payment was charged twice or wrongly.

Statutory rights remain unaffected. Start credit and other credits that were not purchased are never refunded.

(7) The Customer may only set off undisputed or finally adjudicated claims.

Section 9 Term, termination and switching

(1) The contract runs for an indefinite period. The Customer may terminate it at any time without notice in text form. The Provider may terminate it with 30 days' notice to the end of a month in text form.

(2) The right to terminate for good cause remains unaffected. Good cause for the Provider exists in particular in the event of a serious or repeated violation of section 4 or the AUP and where an upstream supplier prohibits further service to the Customer.

(3) Switching. The Customer can switch to another provider or to its own systems at any time. There is no notice period for announcing this. After the announcement a transition period of at most 30 calendar days follows, in which the Provider continues the services and supports the switch with the interfaces available for it. If this is technically not possible, it says so within 14 working days and names a period of at most seven months. The Customer may extend the transition period once.

(4) Retrieving data. After the end of the transition period or of the contract, the Customer can retrieve its data for at least 30 calendar days. On request the Provider restores the access needed, also without credit. It charges no fee for switching; outbound data transfer is free. Afterwards it deletes the data according to Annex V of the DPA, unless a legal obligation stands in the way.

(5) Exportable data are: objects in object storage (S3-compatible interface); databases (a dump with the usual Postgres tools over the Customer's connection); files on volumes and computers (over SSH, copy commands or the command access of a machine); images in the registry; settings, logs, mail domains and resource lists (through the API and the command line). The platform does not output the values of secrets again; the Customer manages them itself. Internal data of the platform that is not the Customer's data is not included.

(6) If the Customer itself deletes a team, a resource or its account, this counts as its instruction to delete this data at once; no retrieval period then runs for it.

Section 10 Liability

(1) The Provider is liable without limit for intent and gross negligence, for injury to life, body or health, for fraudulently concealing a defect, to the extent of a guarantee given, and under the Product Liability Act.

(2) In the event of a slightly negligent breach of a duty whose performance makes the proper execution of the contract possible in the first place and on whose observance the Customer may rely, the Provider's liability is limited in amount to the foreseeable damage typical of the contract at the time of its conclusion.

(3) Otherwise liability for slight negligence is excluded. Liability without fault for defects present at the conclusion of the contract (section 536a(1) BGB) is excluded.

(4) For loss of data the Provider is liable in cases of slight negligence only for the effort that would have been required for recovery had the Customer backed up properly and regularly.

(5) These rules also apply to the Provider's staff and vicarious agents.

Section 11 Indemnity

The Customer indemnifies the Provider against third-party claims based on an unlawful use of the services for which the Customer is responsible, by it, its members or its end users, including reasonable costs of legal defence. The Provider informs the Customer of such claims without undue delay and does not settle without the Customer's consent.

Section 12 Data protection

Where the Provider processes personal data on behalf of the Customer, the DPA applies. It is formed with the acceptance of these terms and is effective without a further signature; on request the Provider sends a countersigned copy (legal@rytiv.com). For data the Provider processes on its own responsibility, the privacy policy applies.

Section 13 Changes to these terms

(1) The Provider announces changes to these terms and the AUP at least 30 days before they take effect, in text form and in the console, and makes the new version available.

(2) A change takes effect when the Customer agrees to it, for which the console asks. Without agreement a change takes effect only where it solely benefits the Customer, implements a requirement of law or of an authority, or passes on a rule of an upstream supplier under section 4(2); the Customer may then terminate without notice until it takes effect.

(3) If the Customer does not agree to another change, the previous version continues to apply to it. The Provider may then terminate the contract under section 9(1).

Section 14 Final provisions

(1) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory rights under Regulation (EU) 2023/2854 remain unaffected.

(2) The exclusive place of jurisdiction is Oldenburg, Germany, where the Customer is a merchant, a legal person under public law or a special fund under public law. The Provider may also sue the Customer at its general place of jurisdiction.

(3) The German version of these terms is binding.

(4) If a provision is invalid, the rest of the contract remains effective; the statutory rule takes its place.