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Strata Terms of Service

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Provider Racelogic Limited (company no. 02743719)

In plain terms. Strata is a service run by Racelogic that bonds several mobile and other connections into one live video stream and delivers it where you choose. You pay a subscription that renews until you cancel, which you can do online at any time. We never stop a broadcast that is already live because of a payment problem or because you have reached your spend cap. Mobile networks and platforms such as YouTube are outside our control, so we cannot promise that every stream will get through, and Strata must not be relied on where a lost stream could put anyone in danger. Your footage belongs to you. If you are a consumer, the law gives you rights that nothing in these terms takes away.

1. Who we are and what these terms cover

1. Strata is provided by Racelogic Limited ("**Racelogic**", "**we**", "**us**"), a company registered in England and Wales under company number 02743719, whose registered office is at Unit 10, Swan Business Centre, Osier Way, Buckingham, MK18 1TB, United Kingdom.
2. These terms are the contract between us and the person or organisation that uses Strata ("**you**"). They cover the Strata website at strata.stream, the dashboard, the Strata software you install on encoders and other devices, our receivers and relays, and any recordings and analysis we produce for you (together, the "**Service**").
3. Some parts of these terms apply only to consumers and some only to businesses. They are marked **Consumers only** and **Businesses only**.
   - You are a **consumer** if you use Strata wholly or mainly for purposes outside your trade, business, craft or profession.
   - You are a **business** if you use Strata for your trade, business, craft or profession, including as a sole trader, a charity or a public body. If you accept these terms for an organisation, you confirm that you are authorised to bind it, and "you" means that organisation.
4. These documents also form part of the contract:
   - the Acceptable Use Policy, which says what you may and may not do with the Service;
   - the Cancellation and Refunds policy, which explains cancellation, the money-back guarantee and the withdrawal right;
   - for businesses, the Data Processing Addendum, which governs the personal data we process on your behalf.

   The Privacy Policy and Cookies and Local Storage notice explain how we handle personal data; they are information, not contract terms.
5. You can contact us at `support@strata.stream` for help, `billing@strata.stream` about payments, `legal@strata.stream` about these terms, and `abuse@strata.stream` to report misuse or illegal content.

2. Your account and your organisation

1. You need an account to use Strata. You must give a valid email address that you control and keep your sign-in details secure. You can sign in with a password or with a linked provider such as Google.

2. Every account belongs to at least one **organisation**. An organisation holds the encoders, destinations, streams, recordings and subscription, and has members with one of three roles: **admin**, **operator** or **viewer**. An organisation's admins control its data and its subscription, invite and remove members, and can delete the organisation.
3. You must be 18 or over to create an account or to be a member of an organisation.
4. You are responsible for what happens under your account and, if you are an admin, for who you invite into your organisation. Tell us at once at `support@strata.stream` if you think someone else has used your account. You can see your active sessions and sign them out from the Account page.

3. The Service

1. **What Strata does.** Strata software on your encoder sends your video and audio over several network connections at once (for example two or more mobile data connections). Our receivers reassemble the stream and deliver it to the destinations you configure, such as YouTube, an RTMP or SRT server, or another address you choose. Depending on your plan and settings, we also record the stream, keep its telemetry and logs, and produce analysis of how the stream performed.
2. **Your equipment and connections.** You provide the encoder hardware, cameras, capture devices, mobile modems, SIM cards and other connections. You are responsible for:
   - the cost of those connections, including any data, roaming or overage charges from your mobile network operators;
   - following the terms of those operators, including fair-use and tethering rules;
   - installing the Strata software on your devices and keeping it up to date with the updates we provide. A device running an out-of-date version may stop working with the Service.
3. **Networks and platforms outside our control.** Strata depends on mobile and other networks, the internet, and the platforms you deliver to, none of which we operate. Coverage, congestion, network outages, a platform rejecting or ending a stream, and changes a platform makes to its service can all affect your stream. Strata is designed to cope with unreliable connections, but we cannot guarantee that any particular stream will be delivered, or delivered at a particular quality or delay.
4. **Third-party platforms.** When you send a stream to a platform, you deal with that platform under its own terms, and you are responsible for complying with them. If you connect a YouTube channel, you agree to be bound by the YouTube Terms of Service, and Google's use of your information is governed by the Google Privacy Policy. You can disconnect the channel in Strata at any time, or revoke our access in your Google account's security settings.
5. **Availability.** We aim to keep the Service available at all times, but we do not offer a service level agreement unless an Enterprise contract signed by us says otherwise. We may need to carry out maintenance; where we can, we will do it at quiet times and give notice in the dashboard, and we will not deliberately interrupt a live stream to do it.
6. **Not for safety-critical use.** Strata is a video transport service. It must not be used where the loss, delay or corruption of a stream could lead to death, personal injury, or damage to property or the environment, for example as the only video link for emergency response, medical procedures, vehicle or aircraft control, or security monitoring that someone's safety depends on.
7. **Changes to the Service.** We improve Strata continually and may change or withdraw features. If a change significantly reduces what your paid plan gives you, we will tell you at least 30 days in advance and you may cancel and receive a refund for the unused part of any period you have paid for.

4. Plans, payment and your spend cap

1. **Plans.** Strata is sold by subscription. Each plan includes allowances that are described on our pricing page and shown again at checkout, such as the number of encoders, the number of stream-hours included each billing period, how many streams can run at once, how long recordings are kept and how many members an organisation can have. There is no free plan. Without a subscription you can create an account, pair one encoder and set up destinations, but you cannot start a stream.
2. **Prices and tax.** The price, the billing period (monthly or yearly) and the currency are shown before you pay. Prices for customers in the United Kingdom and the European Union include VAT. Prices for customers in the United States exclude sales tax, which is added at checkout where it applies. Businesses that give a valid VAT number may be charged under the reverse-charge rules.
3. **Payment.** Payments are processed by Stripe. You authorise us to charge your payment method at the start of each billing period, and for any extra usage at the end of it. Stripe sends receipts and tells you if a payment fails.
4. **Extra usage.** If your organisation streams for longer than its plan includes in a billing period, the extra time is charged at the rate on our pricing page, measured by the minute, at the end of the period.
5. **Your spend cap.** Each organisation sets a limit on how much extra usage it is willing to pay for in a billing period (its "**spend cap**"). We start you with a low default, and an admin can change it at any time from the Billing page. We email your admins when you have used 80% and 100% of your included hours and when you reach your spend cap.
   - When your included hours plus your spend cap have been used, Strata **will not start new streams** until the next billing period, or until an admin raises the cap or changes plan.
   - **A stream that is already live is never stopped because of your spend cap.** If a live stream runs past the cap, the extra minutes it uses are charged at the normal rate. Your bill can therefore exceed your spend cap by the minutes of any stream that was live when the cap was reached.
6. **Late or failed payment.** If a payment fails, Stripe will retry it and we will email your admins. If it remains unpaid after the retry period, we may stop your organisation starting new streams until it is paid, and after a further 30 days' notice we may end the subscription. **We never stop a stream that is already live because of a payment problem.** Recordings are kept under your plan's retention period while this happens.
7. **Price changes.** We may change our prices. We will tell you by email at least 30 days before a new price applies to you, and it will apply only from your next renewal after that notice. If you do not want to pay the new price, you can cancel before it takes effect and you will not be charged it.

5. Renewal and cancellation

1. **Automatic renewal.** Your subscription renews automatically at the end of each billing period, for the same period, at the price then in force for your plan, until you cancel. We show this at checkout, and you agree to it when you subscribe.
2. **Reminders.** For yearly subscriptions we email you at least 7 days before each renewal, telling you the date, the price and how to cancel. [To be completed: reminder timing and content to be checked against the UK DMCC Act 2024 subscription regulations and US state automatic-renewal laws once in force]
3. **Cancelling.** An admin can cancel online at any time from the Billing page, in no more steps than it took to subscribe. You do not need to call or email us. Cancellation takes effect at the end of the current billing period: you keep the Service until then and you are not charged again. We confirm cancellation by email.
4. **Refunds.** Our Cancellation and Refunds policy explains the 14-day money-back guarantee on a first subscription, which applies to consumers and businesses alike, and how refunds are calculated.

6. Consumers only: your rights

1. **Right to withdraw (cooling-off).** If you are a consumer, you may withdraw from your subscription within 14 days of the day you subscribe, without giving a reason. To withdraw, cancel from the Billing page or email `billing@strata.stream` clearly saying that you wish to withdraw.
2. **Starting during the cooling-off period.** Strata is a service you will usually want to use straight away. At checkout we ask you to **expressly request** that the Service starts immediately and to **acknowledge** that, if you then withdraw, you will pay for the Service provided up to the time you told us. If you withdraw, we refund what you paid, less a proportionate amount for the Service supplied before you withdrew and any extra usage charged. In practice our 14-day money-back guarantee usually gives you more than this: see Cancellation and Refunds.
3. **Renewals.** Where the law gives you a further cooling-off period after a subscription renews (for example for yearly subscriptions under UK law), you may cancel within it and receive a refund, less a proportionate amount for the Service used since the renewal.
4. **Your statutory rights.** Nothing in these terms affects your statutory rights. Under UK law (in particular the Consumer Rights Act 2015), and under the law of the country where you live if you are in the EU, the Service must be provided with reasonable care and skill, the software we supply must be as described, fit for purpose and of satisfactory quality, and you are entitled to a remedy (such as us fixing the problem, or a price reduction) if it is not. Citizens Advice (citizensadvice.org.uk) and your local consumer organisation can explain your rights.

7. Your content

1. **You own your content.** "**Your content**" means the video, audio and other material you send through Strata, the recordings we make of it, and the names, titles and settings you enter. You (or the people you licensed it from) keep all rights in it.
2. **Our licence to process it.** You give us a non-exclusive, worldwide, royalty-free licence to host, transmit, copy, transcode, record, store, analyse and deliver your content, only so far as we need to provide the Service to you, to the destinations you choose, in the way your settings say. The licence ends when your content is deleted, except for copies in backups, which are overwritten within 35 days. We do not use your content to advertise, we do not sell it, and we do not use it to train machine-learning models.
3. **Your responsibility for content.** You confirm that you have all the rights and permissions needed to capture, stream, record and deliver your content, including from people who appear in it and from the owners of any music or other material in it, and that it complies with the Acceptable Use Policy.
4. **Recordings.** Recording is on by default. Each recording is kept for the retention period of your plan, or a shorter period an admin chooses, and is then deleted automatically. An admin can turn recording off, and an admin or operator can delete any recording, or all of them, at any time from the dashboard. Strata is not an archive or a backup service: if you need to keep footage, download it.
5. **Personal data.** For businesses, the Data Processing Addendum applies to personal data in your content and we process it only on your instructions. Our Privacy Policy explains how we handle the personal data we control, such as your account details.

8. Our software and intellectual property

1. Racelogic owns Strata, including its software, protocols, designs and documentation. Except for the rights these terms give you, no rights are transferred to you.
2. While you have an account, we give you a personal, non-exclusive, non-transferable licence to install and use the Strata software on devices you control, only to use the Service. You may not copy, modify,

distribute, sell or rent it, or reverse engineer or decompile it, except where the law allows you to do so and that right cannot be excluded.

3. Strata includes open-source components, which are licensed under their own terms. They are listed at strata.stream/legal/third-party.
4. If you send us feedback or suggestions, we may use them without any obligation to you.

9. Suspension and termination

1. **By you.** You can stop using Strata at any time. An admin can cancel the subscription from the Billing page, delete the organisation, and any user can delete their own account from the Account page.
2. **Suspension by us.** We may suspend all or part of the Service for you, without notice where necessary, if:
   - you seriously or repeatedly break these terms or the Acceptable Use Policy
   - your use puts the security or integrity of the Service, or other customers, at risk;
   - we are required to by law or by an order of a court or competent authority; or
   - payment is overdue, as described above (and in that case we only stop new streams from starting).

   We will tell you why, unless the law prevents us or telling you would defeat the purpose, and restore the Service once the reason has gone. **We do not stop a live stream for non-payment.** We may stop a live stream only where that is necessary to stop illegal content, a serious breach of the Acceptable Use Policy, or a threat to the Service.
3. **Termination by us.** We may end your subscription:
   - immediately by notice if you commit a serious breach of these terms that cannot be put right, or that you do not put right within 14 days of our asking;
   - on at least 30 days' notice for any other reason, in which case we refund any fees you have paid for the period after the termination date.
4. **What happens on termination.** When a subscription ends, your organisation keeps its account, encoders and settings but cannot start streams. Recordings continue to be deleted on the normal schedule. When an organisation is deleted, we cancel its subscription immediately, unenrol its devices and delete its recordings and data, except for the records described in our Privacy Policy that we must keep by law (such as tax records). Backups containing deleted data are overwritten within 35 days.

10. Our responsibility to you

1. **What we never exclude.** Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot be limited or excluded by law.

10.1. Consumers only

1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or of our failing to use reasonable care and skill. Loss or damage is foreseeable if it is obvious that it will happen, or if, at the time the contract was made, both we and you knew it might happen.
2. We are not responsible for loss or damage that is not foreseeable, or that is caused by events outside our reasonable control (see below).
3. We supply the Service for your domestic and private use. If you use it for a business purpose, we are not liable to you for loss of profit, loss of business, business interruption or loss of business opportunity.
4. If software we supply damages a device or digital content belonging to you because we did not use reasonable care and skill, we will either repair the damage or pay you compensation.

10.2. Businesses only

1. Except as set out in these terms, the Service is provided without any warranty, condition or other term implied by statute, common law or otherwise, to the extent the law allows.
2. We are not liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:
   - loss of profit, revenue, sales, business, contracts or anticipated savings;
   - loss of sponsorship, advertising or broadcast-rights income, or any fee or penalty payable to a third party because a stream was not delivered;
   - loss or corruption of data, beyond restoring it from our latest backup where one exists;
   - loss of goodwill or reputation; or
   - indirect or consequential loss.
3. Our total liability to you arising under or in connection with these terms in any 12-month period is limited to the total fees you paid us for the Service in the 12 months before the event giving rise to the claim.
4. The Service is not designed for any of the uses described under “Not for safety-critical use”, and we have no liability for loss arising from such a use.
5. You will compensate us for any third-party claim that your content, or your use of the Service in breach of these terms, infringes their rights or breaks the law, provided we tell you promptly about the claim and let you control its defence.

10.3. Events outside our control

1. We are not responsible for a delay or failure caused by an event outside our reasonable control, including a failure of mobile or other networks, the internet, a third-party platform, power, or a supplier’s service, or a natural disaster, war, terrorism, riot, government action, pandemic or industrial action affecting a third party. If such an event affects the Service for more than 30 days, either of us may end the subscription and we will refund fees paid for the period after it ends.

11. Reporting illegal content, and our decisions about content

These provisions meet our obligations as a hosting service under the EU Digital Services Act and are good practice everywhere we operate.

1. **Points of contact.** Authorities in the EU and elsewhere can contact us at `legal@strata.stream`. Users and anyone else can contact us at `support@strata.stream`. We communicate in English.
2. **EU legal representative.** Our legal representative in the European Union under Article 13 of the Digital Services Act is [To be completed: name and address of the EU legal representative (not yet appointed)].
3. **Reporting illegal content.** Anyone can tell us about content on Strata that they believe is illegal by emailing `abuse@strata.stream`. Please include:
   - why you believe the content is illegal;
   - enough information for us to find it (for example the stream, the destination or the time it was live);
   - your name and email address, unless the report concerns child sexual abuse material; and
   - a statement that you believe in good faith that the information in your report is accurate and complete.

   We acknowledge each report, review it promptly, carefully and objectively, and tell you what we decided. We do not use automated means to decide on reports.
4. **Statement of reasons.** If we remove or disable your content, stop a stream, or suspend or terminate your account because of content we believe is illegal or breaks the Acceptable Use Policy, we will tell you what we did, the facts we relied on, the legal or contractual ground, and how you can challenge the decision, unless the law prevents us.

5. **Challenging a decision.** You can ask us to review any such decision by replying to our message or emailing legal@strata.stream within six months. A different person from the one who made the original decision will review it. You can also go to court.
6. **Threats to life or safety.** If we become aware of information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person has taken place, is taking place or is likely to take place, we will inform the relevant law-enforcement or judicial authorities.

12. Changes to these terms

1. We may change these terms, for example to reflect changes to the Service, our prices or the law. We will give you at least 30 days' notice of a change that is not in your favour, by email and in the dashboard, and ask you to accept the new version the next time you sign in.
2. If you do not accept a change, you may cancel before it takes effect. If you are a consumer and you cancel because of a change, we will refund any fees you have paid for the period after the change takes effect.
3. We may make a change with shorter notice where the law or a security issue requires it, or where the change is only in your favour.
4. Each version of these terms carries a version number and an effective date. We keep a record of which version you accepted and when, which you can see on your Account page.

13. General

1. **Transfer.** We may transfer our rights and obligations under these terms to another organisation, for example if Strata is sold, and will tell you if we do. If you are a consumer and are unhappy with the transfer, you may cancel and receive a refund of any fees paid for the period after the transfer. You may not transfer your rights without our written consent.
2. **Notices.** We send notices to the email address on your account (for an organisation, to its admins). You can send notices to legal@strata.stream.
3. **Entire agreement (businesses only).** These terms and the documents they refer to are the whole agreement between us about the Service and replace any earlier arrangement. Each of us confirms it has not relied on any statement not set out in them. This does not limit liability for fraud. If you have a signed Enterprise contract, it takes precedence where the two conflict.
4. **Third parties.** No one other than you and us has any right to enforce these terms.
5. **Severability and waiver.** If a court decides part of these terms is unlawful, the rest stays in force. If we delay enforcing these terms, we can still enforce them later.
6. **Governing law and courts.** These terms are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.
   - **Consumers only:** If you live in Scotland or Northern Ireland, you may also bring proceedings in your local courts. If you live in the European Union, you keep the protection of the mandatory provisions of the law of the country where you live, and you may bring proceedings in the courts of that country.
   - **Customers in the United States:** [To be completed: counsel to decide whether to add US-specific dispute terms (for example arbitration, a class-action waiver, or state-specific consumer disclosures) and how they interact with the clauses above].
7. **Complaints.** If you are unhappy with Strata, please email support@strata.stream first and we will try to put it right.

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Racelogic Limited, a company registered in England and Wales under company number 02743719. Registered office: Unit 10, Swan Business Centre, Osier Way, Buckingham, MK18 1TB, United Kingdom. VAT number: [To be completed: UK VAT registration number].