

Leafcloud – General Terms & Conditions

Version: 20260616

1. Definitions

To keep these Terms clear, we use a small number of defined terms.

- **Agreement** – The full arrangement between the Customer and Leafcloud, including these Terms, the SLA, any order, and any additional written agreements.
- **Customer** – Any natural or legal person that creates an account, places an order, or uses the Services.
- **Services** – All online infrastructure services provided by Leafcloud, including compute, storage, networking, GPU services, and related support.
- **Data** – All digital information stored, processed, or transmitted by the Customer through the Services.
- **Personal Data** – Data as defined under the GDPR.
- **SLA** – The Service Level Agreement describing availability and support expectations.
- **Working Day** – Monday to Friday, except Dutch public holidays.
- **Fair Use Policy (FUP)** – Rules describing reasonable use of compute, network, and storage resources.

If a term is not defined here, it should be interpreted in a reasonable way based on normal language use and technical context.

2. Applicability

2.1 These Terms apply to all Services that Leafcloud provides. They form the foundation of the relationship between the Customer and Leafcloud.

2.2 If Leafcloud and the Customer explicitly agree to different terms in writing, those specific terms take precedence over these general Terms.

2.3 Leafcloud may update these Terms to reflect legal, technical, or operational developments. Customers will receive at least 30 days' notice if a change could materially affect them.

2.4 If the Customer does not agree with a proposed change as mentioned in article 2.3, they may terminate the Agreement before the new Terms take effect. Continued use of the Services after the effective date counts as acceptance.

2.5 If part of these Terms turns out to be invalid or unenforceable, the remainder stays fully valid. Leafcloud will replace the invalid provision with one that reflects the original intention as closely as possible.

3. Formation of the Agreement

3.1 Information on the Leafcloud website, including pricing, is an invitation to start a contract but does not yet constitute a binding agreement.

3.2 The Agreement begins when the Customer places an order—typically through the dashboard or API—and Leafcloud confirms it electronically.

3.3 The Customer must provide accurate and up-to-date billing and contact information. Incomplete or incorrect information may lead to suspension of the Services.

3.4 Leafcloud may decline an order if it reasonably believes the Services would be misused, create legal or security risks, or exceed available capacity.

4. Execution of the Services

4.1 Leafcloud provides its Services on a commercially reasonable best-effort basis, unless the parties agree to a Premium SLA.

4.2 The Services are provided remotely from Leafcloud facilities and partner data centres located in the EU. Leafcloud staff do not work at Customer premises.

4.3 Leafcloud may improve, update, or modify the Services for reasons such as security, performance, or technical developments. Where a change has significant impact, Leafcloud will provide advance notice when feasible.

4.4 Leafcloud may use subcontractors or suppliers, provided these parties meet equivalent security and privacy standards.

4.5 The Customer must cooperate with Leafcloud when reasonably necessary—for example by responding to security incidents, verifying identity, or adjusting misconfigurations that affect the platform.

5. Customer Responsibilities

5.1 The Customer must use the Services lawfully and responsibly. Because Leafcloud does not inspect or monitor Customer Data, the Customer is responsible for everything they run or store on the platform.

5.2 The Customer must take appropriate security measures, including strong passwords, multi-factor authentication, timely patching, and limiting access to authorised users.

5.3 The Customer must not use the Services to:

- attack or disrupt systems (including DDoS, scanning, brute-force attacks),
- distribute malware or operate botnets,
- infringe copyright or host illegal content,
- send unsolicited or harmful communications,

- interfere with the platform or other Leafcloud customers.

5.4 The Customer is responsible for the configuration and security of their virtual machines, containers, networks, firewalls, GPUs, and installed software.

5.5 If Customer actions cause damage or legal claims, the Customer must indemnify Leafcloud against third-party claims unless Leafcloud acted with intent or gross negligence.

5.6 Customers who discover security vulnerabilities in Leafcloud's platform or infrastructure are encouraged to report them responsibly and in good faith. Where a coordinated disclosure policy is in place, it will be published and maintained at <https://leaf.cloud/.well-known/security.txt> in accordance with the security.txt standard (RFC 9116). Leafcloud will not take legal action against Customers who report vulnerabilities in accordance with that policy.

5.7 If Customer use threatens platform stability or security, Leafcloud may require corrective action or take protective measures itself.

6. Prices and Payment

6.1 Prices are listed excluding VAT, because Leafcloud focuses on business customers (see Article 17). If VAT is applicable, it will be added to the invoice.

6.2 Invoices must be paid within 30 days unless otherwise agreed.

6.3 Statutory commercial interest applies to late payments.

6.4 Leafcloud may suspend or restrict Services for non-payment after prior notice.

6.5 Leafcloud may adjust prices once per calendar year. Any adjustment will not exceed the Dutch Consumer Price Index (CPI, alle huishoudens) as published by Statistics Netherlands (CBS) for the preceding calendar year. Leafcloud will notify the Customer at least 30 days before any price adjustment takes effect.

7. Fair Use Policy (FUP)

7.1 Leafcloud provides Services without separate charges for standard resource usage such as data egress, where applicable. To ensure fair access and consistent performance for all customers, a Fair Use Policy (FUP) may apply to specific Services.

7.2 A FUP defines thresholds for reasonable use of resources including, but not limited to, compute capacity, network bandwidth, data transfer, and storage operations. Where a FUP applies to a Service, its terms are published in the relevant product documentation or pricing page on Leafcloud's website.

7.3 Leafcloud reserves the right to apply a FUP to any Service, and to update applicable thresholds, by publishing revised terms on its website with at least 14 days' notice to affected customers.

7.4 Use that materially exceeds the thresholds of an applicable FUP, or that negatively affects the availability or performance of the platform for other customers, may result in throttling, temporary restriction, or suspension of the affected resources.

7.5 Leafcloud will notify the Customer before applying Fair Use measures, unless immediate action is required to protect platform stability or security. In such cases, Leafcloud will notify the Customer as soon as reasonably practicable after taking action.

8. Data Protection & GDPR

8.1 Leafcloud acts as a processor when handling Personal Data on behalf of the Customer. A Data Processing Agreement (DPA) applies.

8.2 The Customer acts as the controller and is responsible for ensuring that all Data is lawfully collected and processed.

8.3 The Customer is responsible for all data subject rights requests related to their Data.

8.4 Leafcloud processes Personal Data only as needed to provide and secure the Services, and only within the EU unless otherwise agreed.

8.5 These Terms and the DPA are written in clear and plain language, in line with GDPR Article 12.

8.6 The Customer must maintain and test their own backups. Leafcloud does not guarantee recovery of Customer Data.

8.7 Leafcloud may suspend access if needed to prevent harm or legal violations.

9. Confidentiality

9.1 Both parties must keep confidential information strictly confidential and use it only for the purposes of the Agreement.

9.2 Confidentiality obligations continue after termination.

9.3 Leafcloud may disclose information when required by law and will notify the Customer where permitted.

10. Intellectual Property

10.1 Leafcloud retains all intellectual property rights to its platform, software, APIs, and documentation.

10.2 The Customer retains all rights to their Data.

10.3 The Customer receives a non-exclusive, non-transferable right to use the Services.

10.4 OpenStack components and other open-source software are provided under their respective licenses and without warranties.

10.5 The Customer may not reverse engineer Leafcloud's proprietary platform layer, circumvent security controls, or misuse platform interfaces. This restriction does not limit the Customer's rights to use, inspect, or modify open-source components — including OpenStack — under their respective open-source licenses.

11. Service Levels (Baseline SLA)

11.1 Leafcloud aims to achieve >99.9% monthly availability for its core Services. This is a non-binding target.

11.2 Availability calculations exclude:

- scheduled maintenance,
- emergency maintenance for security or stability,
- Customer misconfiguration or software issues,
- attacks or hostile actions beyond Leafcloud's control,
- failures in third-party networks or infrastructure,
- force majeure events.

11.3 Scheduled maintenance will be announced at least 5 Working Days in advance.

11.4 Emergency maintenance may be performed without prior notice but will be communicated as soon as reasonably possible.

11.5 The Customer is responsible for creating and storing backups outside the Leafcloud platform.

11.6 The Baseline SLA provides no financial compensation or service credits.

11.7 Support is provided on a best-effort basis. Typical response targets:

- Normal priority: within 1 Working Day
- High priority: within 4 working hours
- Critical: immediate best-effort escalation

11.8 A Premium SLA is available only if explicitly agreed in writing.

12. Term and Termination

12.1 The Customer may terminate the Agreement at the end of any billing cycle, unless a longer term was agreed.

12.2 Leafcloud may suspend access to the Services without prior notice in the following circumstances:

- non-payment of an overdue invoice after a payment reminder has been issued and the payment term has lapsed;
- use of the Services in material violation of Article 5;
- an active security threat originating from or targeting the Customer's environment that poses an immediate risk to the platform or other customers;
- a legal obligation or binding order from a competent authority requiring immediate action.

12.3 During any suspension, the Agreement remains in force and all payment obligations continue. Leafcloud will notify the Customer of the reason for suspension and the conditions required to lift it as soon as reasonably practicable. Where the underlying cause is capable of remedy, Leafcloud will give the Customer a reasonable opportunity to resolve it before proceeding to termination.

12.4 Leafcloud may terminate the Agreement with immediate effect if:

- a suspension under Article 12.2 has not been resolved within 14 days;
- the Customer commits a material and irremediable breach of the Agreement;
- the Customer is declared bankrupt, applies for a moratorium, or enters into liquidation or dissolution.

12.5 After termination or expiry of the Agreement, Customer Data remains accessible to the Customer for 14 calendar days. After this period, Leafcloud will irreversibly delete all Customer Data from its systems. The Customer is responsible for exporting Data before deletion.

13. Liability

13.1 Leafcloud's liability for direct damages is limited to the total fees paid by the Customer in the three months preceding the incident. Service credits issued under a Premium SLA are the exclusive remedy for service availability failures covered by that SLA, and do not reduce or offset the liability cap under this Article.

13.2 Leafcloud is not liable for indirect or consequential damages, including lost profits, business interruption, or loss of Data.

13.3 These limitations do not apply in cases of intent or gross negligence by Leafcloud.

14. Force Majeure

14.1 Leafcloud is not liable for delays or failures caused by events outside its reasonable control, including power failures, network outages, cyberattacks, natural disasters, war, or government actions.

14.2 If a force majeure event lasts longer than 30 days, either party may terminate the Agreement.

15. Transfer of Rights

15.1 The Customer may not transfer their rights or obligations without Leafcloud's written consent.

15.2 Leafcloud may transfer its rights to a successor organisation or group entity.

16. Governing Law & Dispute Resolution

16.1 Dutch law applies to this Agreement.

16.2 Disputes will be submitted exclusively to the civil court of Amsterdam.

16.3 Both parties will first attempt to resolve disputes amicably.

17. Consumer Clause (Leafcloud is a B2B Service)

17.1 Leafcloud provides Services exclusively to business customers. Prices are displayed excluding VAT.

17.2 If a natural person uses the Services without representing a business, they may have consumer rights under EU law.

17.3 Consumers may withdraw from the Agreement within 14 days, unless they request immediate activation of the Services.

17.4 Mandatory consumer rights prevail over these Terms for that Customer only.