

Fair Use Policy

StreamZilla, version 2027.1

We deliver a shared platform. That makes it affordable, fast and scalable, but it also means that the behaviour of one customer can affect the service to all other customers. This policy sets out what we expect from you, which limits apply, how your plan grows with your usage, and which measures we take when limits are exceeded or when your use disrupts the platform.

Our starting point: we prefer to talk before we intervene. Where the continuity of the platform or the service to other customers is at stake, we intervene immediately and inform you afterwards. That right comes first and is not limited by the rest of this policy.

1. Definitions

Term	Meaning
Platform	The infrastructure, software and services of StreamZilla, including the management environment, the player, the landing pages and the API.
Account	The secured environment in which you work, with the plan, capacity and rights assigned to it.
Plan	The StreamZilla subscription tier linked to your account, with its included volumes and features, as shown in the plan overview on streamzilla.eu.
Highest plan	The top tier in the plan overview, above which no automatic upgrade is possible.
Channel partner	A party that purchases StreamZilla capacity and passes it on, in whole or in part, to its own accounts.
Included volume	The volume included in your plan, per unit of measurement.
Quota	A hard upper limit that cannot be exceeded.
Threshold	A limit for reasonable use, such as the number of API calls per hour.
Generally known	Information that can be found on the first three pages of results of relevant searches in common search engines.
StreamZilla, we	Jet-Stream Services B.V., established in Groningen, the Netherlands, which provides StreamZilla.
You	The organisation that uses the platform, whether paid or unpaid.

2. Scope of this policy

1. This policy applies to all services and all accounts on StreamZilla's infrastructure, regardless of plan.
2. For self-hosted licences, the licence agreement applies. Chapters 8 and 12 of this policy apply to self-hosted licences insofar as your environment connects to StreamZilla's services.
3. The platform can be reached worldwide, so this policy has no geographical limitation.
4. This policy supplements the Supplementary Terms and the agreement and does not replace them. In the event of a conflict, the agreement prevails.

5. If you are a channel partner, you pass this policy on to your own accounts and monitor compliance with it.
6. You keep yourself informed of how the platform works through the documentation and the release notes in the management environment. We may assume that you are familiar with them.

3. Plans, included volumes, quotas and thresholds

The platform has three kinds of limits, and the difference between them determines what happens when you reach them.

Kind	What it is	What happens when exceeded
Included volume	The volume included in your plan: storage, traffic, transcoding minutes and minutes of subtitles and translations.	Nothing stops. Your account automatically moves up to the next higher plan (article 3.1). Only in the highest plan is the excess charged per unit (article 3.2).
Quota	A hard upper limit, for example the maximum file size per upload or the maximum resolution in a plan.	The platform does not allow the excess. You are warned in advance, so it does not happen unannounced.
Threshold	A limit for reasonable use, such as the number of API calls per hour or the number of users.	Requests above the threshold are slowed down or refused, and resume once usage is back within the limit.

3.1 Your plan grows with you

1. If your usage of any included volume exceeds what your plan includes, your account automatically moves up to the next higher plan. That plan has larger volumes and more features. You do not need to do anything and your videos keep playing.
2. The upgrade takes effect at the moment the included volume is exceeded. From that moment the price of the higher plan applies. For the current billing period, you pay the difference between the two plans pro rata; from the next billing period, the full price of the higher plan applies.
3. If the new plan's volumes are also exceeded, your account moves up again, until it reaches the highest plan.
4. You can move back to a lower plan with effect from the next billing period, provided that your usage in the previous billing period fits within the volumes of that lower plan. Features that are not part of the lower plan will then no longer be available.

3.2 Additional usage in the highest plan

In the highest plan, there is no higher tier to move up to. Usage above the included volumes of the highest plan is invoiced afterwards per billing period, at the rates in the price list, per:

- GB of storage;
- GB of traffic;
- minute of transcoding;
- minute of subtitles and translations.

Would you like fixed arrangements above the highest plan, for example for a large catalogue or a peak campaign? Contact us for a custom agreement.

3.3 We warn you before it pinches

You receive a notification in the management environment and by email as soon as you reach eighty percent of an included volume or a quota, and again at one hundred percent. Before an automatic upgrade, the notification

states which plan you will move to and what it will cost. In the highest plan, the notification shows the approximate cost of the additional usage, so you are not faced with surprises. You can set your own notification thresholds in addition to our default values.

3.4 How we measure

1. All measurement takes place on the platform itself and is visible to you. Every service you use appears on your invoice, even when the rate is zero.
2. Traffic is measured as bytes actually delivered to viewers. Uploads, packaging, origin and replication between zones are measured but not charged.
3. Transcoding is measured in output minutes per output rendition. A source converted into four qualities produces four times the duration.
4. Subtitles and translations are measured in minutes of source material processed, per language. A video of ten minutes subtitled in its original language and translated into two other languages counts as thirty minutes.
5. Storage is measured as the files actually stored, including all quality variants, subtitles, transcripts and images belonging to a video. Storage counts once, even though we store everything in two zones.
6. The platform keeps working when the management layer is temporarily unavailable. A limit may therefore be exceeded briefly before it is updated. Usage arising in that period is measured and settled as normal.

4. Traffic and uploads

1. You upload via the management environment, the API or one of the supported import methods. We ask you to make sure that what you upload is intact and correct.
2. Uploads, packaging, origin and replication between zones are not charged. That is not a free pass. These parts do consume capacity, and uploading that is structurally out of proportion to what you deliver is not reasonable use of a delivery platform. If that situation arises, we may charge for uploads after all or adjust your plan.
3. The platform is designed for caching. Usage patterns that systematically bypass caching, for example through random access to a large and rarely viewed catalogue or through cache-busting parameters, place a disproportionate load on the origin. Such patterns are not allowed without prior written agreement. We may apply a different rate, limit the access concerned, or both.
4. You do not use the platform to route traffic or content of third parties that has no relation to your own services, unless we have agreed to this in writing.

5. Storage

1. Storage covers everything you keep with us: source files, quality variants, images, subtitles, transcripts and downloadable files.
2. If you have a file transcoded, we do not keep the original. Only the resulting quality variants remain. If you choose not to transcode, we keep the original. Whatever we keep is always stored in two zones.
3. The platform is a delivery platform, not an archive service. Material that is kept for a long time without ever being requested belongs in an archive facility. If that gets seriously out of balance, we will discuss a more suitable solution with you.
4. Storage still present after the agreement ends is deleted in accordance with the agreement and the Data Processing Agreement.

6. Transcoding, subtitles and translations

1. Transcoding is measured per output minute per quality. The deeper your quality ladder, the more output minutes a source produces. You decide this yourself and see it reflected in your usage.
2. Automatic subtitles and translations are measured per minute of source material per language. You can edit generated subtitles yourself; editing does not count as new usage. Having the same video processed again does count as new usage.
3. Re-transcoding or re-subtitling an entire library must be notified at least five working days in advance, so that we can plan capacity. Without notification, we run such jobs at low priority and may pause or abort them when needed for other customers.
4. If you bring existing quality variants or subtitle files with you when switching to StreamZilla, we take them over free of charge and nothing needs to be transcoded again.

7. Management environment and API

1. The number of API calls per hour, the number of users and similar limits are thresholds per plan, as shown in the plan overview. These limits are generously sized for normal use, including automated processes on your side.
2. Requests above the limit are slowed down or refused and resume once the traffic is back within the limit. Continuing to push requests against the limit structurally is not reasonable use; we may then further restrict access for the integration concerned.
3. If you build an integration, follow the usual conventions: do not retrieve data you already have, do not request more often than necessary, and follow the instructions the API provides about waiting times.
4. The management environment and the API are intended for managing your own environment. They are not intended for systematically reading out data that is not yours, nor for automated or test loads. See chapters 8 and 12.

8. Tests, monitoring and continuous processes

Automated traffic that we do not see coming cannot be distinguished from an attack. Our systems treat it as such, and our team takes action. That is why strict notification obligations apply here.

8.1 What you notify in advance

You notify us at least five working days in advance, and wait for our confirmation, when you:

- run load tests or stress tests on the platform or on your own environment within it;
- run performance, uptime or availability tests, including when these are carried out by a third party;
- set up synthetic monitoring that makes requests at regular intervals;
- run continuous or periodic automated processes against the API, the management environment or delivery, including bots, scrapers, automated uploads and scheduled bulk operations;
- put into use an integration that structurally makes more requests than your daily pattern.

8.2 What the notification contains

The nature and purpose of the traffic, the intended time window, the expected volume and peak level, the source addresses from which the traffic originates, and a contact person who can be reached during the test.

8.3 Conditions and consequences

1. We may set conditions on the time window, volume, peak level and source addresses, or refuse a test when it coincides with a period in which the platform is already under heavy load.
2. During an announced test, the agreed availability levels do not apply to your own environment, and you cannot claim service credits for the consequences of that test.
3. We treat unannounced test traffic or unannounced continuous processes as an attack. We block the traffic without prior warning.
4. We charge the time and resources we spend investigating and handling unannounced traffic at the applicable hourly rate, with a minimum of four hours.
5. Security tests, vulnerability scans or penetration tests on our environment are only permitted with prior written consent, with a defined scope and an agreed time window.

9. Incidents: priority, triage and isolation

9.1 Order of recovery

In the event of several simultaneous incidents, we work in order of impact, not in order of receipt. This also applies if you have a higher plan.

Level	What it covers	Why
1	Delivery to viewers: player, pages and playback	The viewer should not notice anything
2	Uploads, processing and the management environment	Important, but short interruptions can be bridged
3	Statistics and reports	Valuable, but not critical in real time

Where severity is equal, we first resolve the incident that affects the most customers.

9.2 Triage: whoever causes the disruption goes to the back of the queue

1. If a disruption is caused wholly or partly by your use, your configuration, your equipment or your content, the customers affected by it take priority over the recovery of your own service.
2. In practice this means that we first remove the consequences for others and only then work on your situation. The agreed response times do not apply to your report in that case.
3. For the duration of a disruption caused by you, the agreed availability does not apply to your account and you cannot claim service credits for it.

9.3 Isolation: we switch off what disrupts the platform

If a broad incident can be resolved or limited by temporarily restricting or switching off one or more accounts, we will do so. This is not a sanction but a recovery measure.

1. We restrict or switch off without prior warning when necessary to restore or protect the service to other customers. We inform you as soon as possible afterwards.
2. If it cannot immediately be established which account is the cause, we may temporarily restrict several accounts to isolate the cause. This may also affect accounts that afterwards turn out not to be the cause. We restore those as quickly as possible and limit the duration to what is strictly necessary.
3. We intervene as specifically as possible: first the service concerned, and only then the account as a whole.
4. As soon as the cause has been removed, we restore the service. If the cause persists, the measure remains in force until you have resolved it.

9.4 Costs

We charge the time and resources we spend investigating and restoring a disruption attributable to you at the applicable hourly rate. The same applies to damage to the platform or to costs we have to bear towards other customers as a result of your use.

10. What we do in the event of excess or misuse

Exceeding an included volume leads to an automatic upgrade (chapter 3) and is not misuse. For exceeding a threshold, or for use that does not comply with this policy, without the platform suffering from it, we follow the order below. If your use disrupts the platform or other customers, chapter 9 applies and we intervene immediately.

1. **Notify.** You receive a message in the management environment and by email as soon as a limit comes into view.
2. **Consult.** In the case of structural excess, we contact you to see what is going on and which plan or arrangement fits better.
3. **Agree.** We offer you a suitable plan or support level, or make an arrangement about the additional price. Moving to a higher plan can take effect at any time.
4. **Restrict.** If consultation does not lead to anything, we restrict the service concerned. We announce this in writing with a notice period of at least ten working days.
5. **Suspend.** Suspension is the last resort and follows a second written warning.
6. **Terminate.** In the event of a serious or continuing breach of this policy, we may deny you access to the platform temporarily or permanently and terminate the agreement, in accordance with the rules set by the agreement and the terms.

This ladder does not apply in the event of: an attack, a compromised account, a spreading incident, unannounced test traffic, or clearly criminal content. In those cases we intervene immediately and without prior warning, and inform you afterwards.

A restriction, suspension or termination does not affect your payment obligation and does not give rise to any right to a refund or service credits.

11. Support: what it is for and what it is not for

Basic support is included in every plan. Which response times and channels apply to you depends on your plan or support level. Any availability guarantee is separate from that: it is part of the plan.

11.1 What support is for

1. Faults and questions about the platform, the management environment, the player and the API.
2. Explanations of how a feature works, and a reference to where it is described in the documentation.
3. Thinking along about a problem where it is not clear on which side it lies. We work that out together with you; if the cause turns out to be on your side, article 11.2 applies.

11.2 What support is not for

We are happy to help, but the following falls outside included support and is charged by the hour or through a fixed service from our service list.

1. Problems on your side: your network, your website or content management system, your own code or your own hosting environment.

2. Setting up or changing configurations, player settings and integrations that you can do yourself via the management environment or the API.
3. Repeated explanations of matters that are in the documentation or have been answered before.
4. Advice on your own architecture, workflow or supplier choices outside our platform.
5. Guidance with migrations, bulk imports, integrations and tests. Fixed services exist for these.

How we deal with this: we tell you in advance when something falls outside included support and what it costs, and only start after your approval. We never send an invoice afterwards for work you did not ask for. In the event of an acute fault, we help first and discuss the costs afterwards.

11.3 Reasonable use of support

1. Support is intended for your organisation, not for your own customers or end users. If you are a channel partner, the first line towards your customers is your responsibility.
2. Reports come in via the support address, with a description, the time and, where possible, the video ID concerned. That saves time on both sides.
3. If a response does not arrive within the agreed time, the report is automatically escalated to management.
4. Structural reliance on support for work that falls under article 11.2 will be discussed with you. We will then offer a bundle of support hours or a higher support level.

12. Security, access and notifications

1. You handle your login details, keys and tokens with care, and use two-factor authentication where the platform offers it.
2. The capacity of your account is not shared with or resold to third parties, unless we have a written agreement that allows you to do so. For channel partners, such an agreement of course applies.
3. If you suspect a security problem, misuse or a data breach, report it as soon as possible. We do the same towards you.
4. You also inform us in good time and in full of faults, incidents and other circumstances relevant to our services, including when these have nothing to do with security.
5. If you find a vulnerability in our platform, report it to us before you share it with others. We respond within one working day, keep you informed and take no legal action against anyone who reports in good faith and causes no damage.
6. You only carry out automated security tests on our environment with prior written consent, in accordance with chapter 8.

13. Content and lawfulness

1. You are responsible for the content you upload and for the rights to it. We do not view your content and do not assess it in advance. The Acceptable Use Policy sets out which content and behaviour are not allowed.
2. You do not distribute content to countries where it is generally known that viewing it is not permitted.
3. If we receive a reasoned report about unlawful content, we contact you. In the case of clearly criminal material, we act immediately and inform you afterwards.
4. If you process personal data via the platform, the Data Processing Agreement applies. You are the controller.

14. Amendments and applicable law

1. We may amend this policy. The current version is always published on streamzilla.eu. Amendments that materially affect your use will be announced at least two months in advance.
2. If you continue to use the platform after an amendment, the amendment is deemed accepted.
3. This policy is governed by Dutch law. Disputes are submitted to the competent court in the district of Northern Netherlands.

If you are unsure whether something fits within this policy, check with us in advance. Checking in advance costs an email. Repairing afterwards costs both of us considerably more, and those costs may end up with you.

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