

Starase Ltd – Privacy Notice

Effective Date: 1 October 2025

Last Updated: 04 September 2025

This Privacy Notice explains how **Starase Ltd.** ("we", "us", "our") collects, uses, shares, and protects your personal data. We are committed to plain English and transparency.

Starase Ltd. is registered in **England and Wales** (founded October 2018). Contact us at:

- Email: privacy@starase.com
- Mail: Starase Ltd.
Flat 22 Winchat House, 2C Mary Neuner Road, London, N8 0FW, United Kingdom

We comply with the UK GDPR, the Data Protection Act 2018, and the Data (Use and Access) Act 2025 ("DUAA").

1. Introduction

1.1 Your Acceptance

By using our services (websites, email, hosting, etc.), you agree to this Privacy Notice. If you do not agree, discontinue use.

1.2 Living Document

This notice may change. We will update the "last updated" date above and notify users where required. Continued use means acceptance.

1.3 Accessibility

We aim to make this Privacy Notice and our services accessible to users with disabilities. If you have difficulty accessing any part of this notice, contact privacy@starase.com

2. Our Role: Controller & Processor

- **Controller:** For account details, billing, abuse prevention, and platform administration.
- **Processor:** For customer content hosted on our platforms (e.g., emails, files, websites) — we process these only per customer instructions. Customers are controllers of their own hosted data.
- **Data Processing Agreement (DPA):** The Data Processing Agreement (DPA) is incorporated into our services and is deemed accepted by continued use of the services.

3. Legal Basis for Processing

- **Legitimate Interest:** Operating, securing, and improving our services.
- **Contract:** To deliver services you subscribed to.
- **Consent:** For optional communications or analytics where required.
- **Marketing:** Where consent is required (e.g., marketing emails, newsletters), we will collect it explicitly and you may withdraw it at any time."
- **Legal Obligation:** For record-keeping, taxation, or lawful disclosure.

4. Your Rights (UK GDPR)

- Right to be informed
- Right of access (SAR)

- Right to rectification
- Right to erasure
- Right to restrict processing
- Right to data portability
- Right to object
- Rights regarding automated decision-making and profiling

Subject Access Requests (SARs): Email privacy@starase.com

5. Data We Collect

Data you provide:

- Account info (username, display name, email, password hashed)
- Hosted content (emails, files, websites)

Data we collect automatically:

- Device ID, IP, browser, access times
- Purpose: security, abuse prevention, debugging, analytics
- Retention: normally 30 days (up to 180 days where strictly necessary)

Cookies & Tracking:

We do **not** use cookies or tracking scripts that collect personal data. No personal data is stored or tracked via cookies on our websites. We may use anonymized analytics tools that do not collect personal data, e.g., to improve service performance.

6. Sharing & Transfers

- **Subprocessors:**
 - Contabo (Germany) – [Privacy Policy](#)
 - Tiktalik (Poland) – [Privacy Policy](#)

Where personal data is transferred outside the UK, we ensure that adequate safeguards are in place in accordance with UK GDPR.

7. Security

- Passwords stored as salted, strong cryptographic hashes
- TLS encryption for all transmissions
- Multi-Factor Authentication (MFA) supported and encouraged
- Staff access is role-based, logged, and follows least-privilege principle

Security Incidents: If a breach is likely to affect rights/freedoms, we will notify the ICO within 72h and affected users without undue delay.

We recommend that you enable MFA where available and use strong, unique passwords for your accounts.

8. Retention

We retain data only as long as necessary for the purposes explained in this Notice and to comply with legal obligations.

- Account Data: Held for the lifetime of the account, and shortly after closure for administrative purposes.
- Billing & Tax Records: Retained for the period required by law (typically up to 6 years).
- Logs & Security Data: Retained for a short period (normally up to 6 months) unless needed longer for security or legal purposes.
- Hosted Content: Retained while your account is active, and deleted once the account is terminated.
- Marketing Data: Retained until you withdraw consent.

We maintain a more detailed internal retention schedule for compliance, available to regulators upon request.

9. Children's Privacy

Our services are not for users under 16. We do not knowingly collect their data. Parents can request deletion at privacy@starase.com

10. Complaints

Contact: privacy@starase.com

Or complain to the ICO: www.ico.org.uk

11. Document History

- 2019-04-18: Created
- 2020-05-13: Updated
- 2025-09-04: Updated (UK GDPR + DUAA 2025, added breach, SAR, cookie statement, accessibility, subprocessors)

Starase Ltd – Terms and Conditions

1. Services

We provide hosting, email, domain, and related IT services. Service details, features, and pricing are described on our website or in your service order. Descriptions, features, and pricing on our website or service order are indicative and may be updated; the current version governs the service provided.

2. Accounts

- You must be at least 18 years old to create an account.
- You are responsible for keeping your login credentials secure.
- You must notify us immediately if you suspect unauthorised access.
- We may suspend or terminate accounts in cases of breach or abuse.
- We may verify your age or identity electronically as part of account creation.
- Upon account termination, your data will be handled according to our Privacy Notice and retention policy.

3. Acceptable Use

You agree not to use our services to:

- Send spam or unsolicited bulk email.
- Distribute malware, harmful code, or illegal content.
- Infringe intellectual property rights.

- Attempt to gain unauthorised access to networks or systems.
- Harass, defraud, or harm others.
- Report any security vulnerabilities or suspected abuse to us promptly.

We reserve the right to suspend or terminate services where we reasonably believe there is a violation.

4. Fees and Payment

Fees are payable in advance unless agreed otherwise.

All charges are listed in GBP/EUR and include/exclude VAT as specified.

Late payments may result in suspension or termination of services.

We may update fees with prior written notice.

5. Data Protection & Privacy

Our handling of your personal data is explained in our Privacy Notice [\[link\]](#).

For hosted customer data, we act as a processor; you remain the controller.

Customers may request a Data Processing Agreement (DPA).

The Data Processing Agreement (DPA) is incorporated into these Terms and is deemed accepted by continued use of our services

Customers remain controllers of their hosted content and are responsible for lawful collection and use of personal data.

6. Intellectual Property

All rights in our website, software, and branding belong to Starase Ltd. or our licensors.

You retain ownership of the content you host or upload, but grant us a limited licence to store and transmit it solely to provide services. This license is limited to storing, transmitting, and processing content solely to provide the services and does not grant any further rights.

7. Service Availability

We aim to provide high availability but do not guarantee uninterrupted service.

Planned maintenance will be announced in advance when possible.

We are not liable for service downtime caused by factors outside our reasonable control (force majeure, third-party providers, etc.). We will notify customers of planned maintenance in advance where reasonably possible. We are not liable for downtime caused by third-party service providers outside our control.

8. Limitation of Liability

To the fullest extent permitted by law, our total liability for any claim is limited to the amount you paid us for the services in the 12 months preceding the claim.

We are not liable for indirect, incidental, or consequential damages (e.g., lost profits, lost data).

Nothing in these Terms limits liability for death, personal injury, fraud, or anything that cannot be limited under UK law. We are not liable for loss or corruption of customer data except where caused by gross negligence or willful misconduct.

9. Suspension & Termination

We may suspend or terminate services where you:

- Breach these Terms,
- Fail to pay fees, or
- Use services unlawfully or in a way that risks harm to others.

Upon termination, data may be deleted or retained as described in our Privacy Notice and retention policy.”.

10. Changes to Terms

We may update these Terms from time to time. The updated version will be published on our website with a new “Last Updated” date. Continued use of services after changes means you accept the updated Terms. Material changes will be notified to customers via email or platform notification where reasonably possible

11. Governing Law & Disputes

These Terms are governed by the laws of England and Wales.

Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Contact

Questions about these Terms can be sent to: privacy@starase.com

Starase Ltd – Code of Conduct

This Code of Conduct (“Code”) sets the standards of professional and ethical behaviour expected of all individuals engaging with Starase Ltd. (“Starase”, “we”, “us”, “our”), including employees, contractors, suppliers, and community members. It applies to all work environments—on-site, remote, online platforms, events, and customer premises.

1. Purpose & Scope

Our aim is to foster a safe, inclusive, and respectful environment that enables high standards of service and collaboration.

This Code complements our Terms and Conditions, Privacy Notice, and internal policies. Where local law sets a higher standard, that standard applies.

2. Our Values

- Integrity: act honestly and keep commitments.
- Respect: treat everyone with dignity and professionalism.
- Security: protect customer data and systems.
- Accountability: own outcomes and learn from mistakes.
- Excellence: pursue quality, reliability, and continuous improvement.
- Customer Focus: prioritise the needs and satisfaction of our customers while maintaining integrity and security.

3. Expected Behaviour

- Be courteous, patient, and collaborative in all interactions.
- Use clear, inclusive language. Avoid stereotypes and microaggressions.
- Follow security best practices (MFA if enabled, strong passwords, phishing vigilance).
- Protect confidential information and personal data at all times.
- Comply with applicable laws and company policies, including the Acceptable Use rules.
- Actively participate in training, report security or operational risks, and escalate issues promptly.

4. Unacceptable Behaviour

- Harassment, discrimination, or bullying based on any protected characteristic.
- Threats, intimidation, stalking, or deliberate disruption of services or events.
- Sharing or accessing illegal content; copyright or trademark infringement.
- Unauthorised access, tampering with systems, or spreading malware.
- Retaliation against anyone who reports a concern in good faith.

5. Conflicts of Interest

Avoid situations where personal interests conflict (or appear to conflict) with Starase's interests or those of our customers.

- Disclose outside employment or business interests that relate to our work.
- Do not use company resources for personal gain.
- Recuse yourself from decisions where impartiality could reasonably be questioned.

See Section 6 for guidance on gifts and hospitality related to conflicts of interest.

6. Gifts & Hospitality

Gifts and hospitality must be modest, infrequent, and never intended to influence business decisions.

- Do not offer or accept cash equivalents or bribes.
- Record and seek approval for anything above nominal value per internal guidance.
- Any gifts or hospitality that may raise concern should be disclosed to management before acceptance

7. Use of Company Systems

- Use company assets (devices, accounts, networks) primarily for business purposes.
- Do not share credentials; enable MFA where available.
- Install only authorised software and promptly apply security updates.
- Store work data in approved repositories with appropriate access controls.
- When using personal devices for work, ensure they meet company security standards and access controls.

8. Data Protection & Confidentiality

Handle personal data in accordance with our Privacy Notice and applicable laws (UK GDPR, Data Protection Act 2018).

- Access customer data only when necessary for your role and with authorisation.
- Use encrypted channels (TLS) and follow least-privilege principles.

- Report suspected data breaches immediately (see Reporting).
- Ensure all customer data accessed remotely is through secure, encrypted channels and company-approved devices
- Follow privacy-by-design principles when handling personal data in projects or system configuration.

9. Health, Safety & Wellbeing

- Follow health and safety guidance for on-site and remote work settings.
- Report hazards, injuries, or unsafe conditions promptly.
- Refrain from working under the influence of alcohol or illegal drugs.

10. Equality, Diversity & Inclusion

We are committed to equal opportunities and an inclusive environment free from unlawful discrimination.

11. Social Media & Public Communications

- Do not disclose confidential or customer information.
- Make it clear when expressing personal views that you are not speaking on behalf of Starase.
- Marketing or press communications must be approved by the designated team.

12. Suppliers & Partners

Suppliers, contractors, and partners working with Starase are expected to uphold standards consistent with this Code. We expect partners to maintain standards consistent with our Code and conduct appropriate due diligence.

13. Reporting Concerns (Speak Up)

If you experience or witness a breach of this Code, report it promptly. Reports can be made confidentially and will be taken seriously.

- Email: security@starase.com (conduct & ethics)
- Email: privacy@starase.com (data protection)
- In emergencies or immediate safety risks, contact local authorities first.
- Reports will be acknowledged promptly and investigated in a timely manner

14. Investigation & Enforcement

- We investigate reports promptly, fairly, and as confidentially as possible.
- Appropriate actions may include coaching, warnings, suspension, termination of contracts, or reporting to authorities where required.

15. Anti-Retaliation

Retaliation against anyone who makes a report or participates in an investigation in good faith is strictly prohibited and will itself be treated as a serious breach.

16. Legal Compliance

- Comply with applicable laws and regulations (including anti-bribery, competition, export controls, and data protection).
- Where laws conflict with this Code, follow the law and consult Legal for guidance.

- Ensure all handling of personal and customer data complies with our Privacy Notice, UK GDPR, and Data Protection Act 2018.

17. Acknowledgement

Your continued engagement with Starase confirms you have read, understood, and will adhere to this Code. Questions can be directed to privacy@starase.com.

Starase Ltd – Copyright Notice

1. Ownership of Content

Unless otherwise stated, all content and materials on our websites, platforms, and services are owned by Starase Ltd or licensed to us by third parties. This includes, without limitation:

- Logos, trademarks, service marks, and branding
- Website design, layout, graphics, and text
- Software, code, scripts, and APIs
- Documentation, guides, and training materials
- Photographs, videos, and multimedia content

Content submitted by users remains their property, but by submitting it, you grant Starase Ltd a non-exclusive license to display, distribute, or use it solely to provide our services

2. Permitted Use

- You may view, download, and print materials from our websites and services for personal, non-commercial use only.
- Any copies must retain our copyright and proprietary notices.
- You may share our publicly available content provided that attribution to Starase Ltd is clear and not misleading.
- When sharing or reproducing publicly available content, you must clearly indicate Starase Ltd as the source and not alter the material in a misleading way.

3. Prohibited Use

- You must not copy, reproduce, republish, upload, post, transmit, or distribute our materials for commercial purposes without prior written consent.
- You must not modify, adapt, reverse engineer, or create derivative works from our content, software, or services without authorisation.
- You must not use our intellectual property in ways that imply endorsement or partnership without written agreement.
- You must not circumvent any technical measures used to protect content, including DRM or encryption.

4. Trademarks

'Starase' and related logos are trademarks of Starase Ltd. Other product and company names mentioned may be the trademarks of their respective owners. All trademarks, whether registered or unregistered, remain the property of their respective owners.

5. Third-Party Content

Some materials may incorporate content, software, or libraries licensed from third parties. Such materials remain the property of their respective owners and are subject to their own licensing terms. We acknowledge and respect all such rights. Use of third-party content is subject to the original licensing terms, which may include attribution or usage restrictions.

6. Requests for Permission

If you wish to use our content, trademarks, or materials beyond what is permitted in this notice, please contact us for written permission:

- Email: privacy@starase.com
- Mail: Starase Ltd.

Flat 22 Winchat House, 2C Mary Neuner Road, London, N8 0FW, United Kingdom

7. Copyright Infringement & DMCA

If you believe that your copyrighted material has been used on our services without authorisation, you may notify us. We will respond to valid notices in accordance with applicable law (including the Digital Millennium Copyright Act (DMCA), where relevant). In the UK, you may also submit copyright complaints under the Copyright, Designs and Patents Act 1988. We will respond to valid notices in a timely manner. If you believe your content was removed in error, you may submit a counter-notice, and we will review it in accordance with applicable law.

8. Updates to This Notice

We may update this Copyright Notice from time to time. The most recent version will always be available on our website. All updates will include an updated 'Last Updated' date and be effective immediately upon posting.

9. Contact

Questions about this Copyright Notice can be directed to: privacy@starase.com