

AWS RESALE TERMS OF SERVICE

Last updated: 2026-04-30

These AWS Resale Terms of Service (the “**Terms**”) govern the resale, ordering, and billing arrangements between **UAB CTO2B**, a company incorporated under the laws of the Republic of Lithuania, registration No. 305263969, registered office at Girulių 10-201, Vilnius, Lithuania (“**we**”, “**us**”, or “**CTO2B**”), and you, in respect of Amazon Web Services (“**AWS**”) cloud services that you obtain from AWS through us.

Each Order, together with these Terms and any schedules, annexes, or documents incorporated or attached, constitutes a separate and individual agreement between CTO2B and you, independent of any other agreement between the parties. These Terms do not, on their own, constitute a binding agreement; a binding agreement is formed only on the execution or acceptance of an Order that incorporates these Terms.

1. Definitions

- 1.1. “**AWS**” means Amazon Web Services EMEA SARL or such other Amazon Web Services contracting entity that supplies the Services for resale to us from time to time.
- 1.2. “**AWS Terms**” means, collectively: (a) the AWS Customer Agreement at <https://aws.amazon.com/agreement/>; (b) the AWS Service Terms at <https://aws.amazon.com/service-terms/>; (c) the AWS Acceptable Use Policy at <https://aws.amazon.com/aup/>; (d) the AWS Data Processing Addendum incorporated into the Service Terms; (e) the applicable AWS Service Level Agreements; and (f) any other AWS policies, agreements, or addenda referenced therein, in each case as updated by AWS from time to time.
- 1.3. “**Services**” means the AWS cloud services authorised by AWS for resale by us and ordered by you under an Order.
- 1.4. “**Order**” means a written order (including via email or our ordering portal) for Services accepted by us.
- 1.5. “**Commitment**” means any non-cancellable, term-based, or minimum-spend instrument offered by AWS, including without limitation EC2 Reserved Instances, Savings Plans, EC2 Dedicated Host Reservations, Enterprise Discount Program commitments, and Private Pricing Addendum commitments.

2. Resale

- 2.1. We are authorised by AWS to resell the Services. We do not own, operate, or control the Services and do not provide the Services to you. AWS owns and operates the underlying infrastructure and provides the Services directly to you.
- 2.2. Your access to and use of the Services is governed by the AWS Terms, which you accept by accepting these Terms or by using the Services. The AWS Terms constitute a separate, direct agreement between you and AWS. You are solely responsible for familiarising yourself with, and complying with, the AWS Terms.
- 2.3. You acknowledge that AWS retains the right at all times to: (a) communicate and interact directly with you; (b) suspend or terminate your access to the Services in accordance with the AWS Terms; (c) modify, discontinue, or replace any Service in accordance with the AWS Terms; and (d) modify the fees and charges for any Service in accordance with the AWS Terms. We have no liability for any such action by AWS.
- 2.4. Our role under these Terms is limited to: (a) ordering Services from AWS on your behalf; (b) billing and collecting fees; (c) administering applicable discounts; and (d) providing such first-line support as is set out in an Order, if any.

3. Orders

- 3.1. You may order Services by submitting an Order to us. Each Order, once accepted by us, is governed by these Terms. In the event of conflict, the order of precedence is: (a) the Order; (b) these Terms; (c) the AWS Terms (only as between you and AWS).
- 3.2. Multiple Orders may exist concurrently. Each Order is independent of the others.
- 3.3. Orders may include Commitments. You acknowledge that Commitments are non-cancellable and non-refundable in accordance with the AWS Terms. You remain liable for the full value of any Commitment for its full term, irrespective of actual consumption and irrespective of any termination of these Terms or any Order, except where AWS itself refunds the Commitment to us, in which case we will pass the refund through to you net of any AWS deduction.

4. Fees

- 4.1. You shall pay us the fees charged by AWS for the Services, plus any margin or fee, less any discount, in each case as set out in the applicable Order. Fees are exclusive of VAT and other taxes.
- 4.2. If AWS changes its fees or charges for any Service (including by adding new fees), the change applies automatically to you from the same effective date as it applies to us. We will notify you of the change as soon as reasonably practicable.
- 4.3. Fees are invoiced in EUR unless otherwise stated in the Order. Where AWS bills us in USD or another currency, we may convert at the exchange rate applied by AWS or by our bank on the date of the AWS invoice, plus a reasonable conversion margin.
- 4.4. Invoices are payable within [14] days of the invoice date by bank transfer to the account specified by us. All amounts are payable without set-off, counterclaim, deduction, or withholding. If withholding is required by law, you shall gross up so that we receive the full invoiced amount.
- 4.5. Late payments accrue interest at 1.5% per month (or the maximum rate permitted by Lithuanian law, if lower) from the due date until paid. You shall reimburse our reasonable costs of collection, including legal fees.
- 4.6. If you fail to pay any undisputed amount when due and do not cure within 7 days of written notice, we may, in addition to any other remedy: (a) decline to accept or place any further Orders for you; (b) instruct AWS to suspend your access to the Services; and (c) terminate these Terms or any affected Order under Section 8. You remain liable for all fees, including for the period of suspension.
- 4.7. You must raise any billing dispute in writing within 60 days of the invoice date, failing which the invoice is deemed accepted. Disputed amounts must be paid pending resolution; if the dispute is upheld, we will issue a credit.
- 4.8. Any rebates, discounts, marketing development funds, or other incentives offered by AWS to us are for our sole benefit. You waive any right to disclosure, accounting, or allocation of such incentives.

5. Your commitments

- 5.1. You shall: (a) comply with all AWS Terms, including the AWS Acceptable Use Policy; (b) be solely responsible for your content, applications, accounts, and end users; (c) not resell, sublicense, or otherwise make the Services available to third parties without our and AWS's prior written consent; (d) maintain accurate account, billing, and tax information; and (e) comply with all applicable laws in your use of the Services, including data protection, export control, and sanctions laws.
- 5.2. Except to the extent expressly assumed by us under a separate written agreement (such as a managed services, administration, or professional services agreement), you are solely

responsible for: (a) selecting AWS regions and Services; (b) configuring, securing, and operating the Services and your AWS accounts; (c) managing access credentials and end users; (d) backing up your data; and (e) assessing the suitability of the Services for your use case, including any regulatory requirements applicable to you. Any services performed by us outside the scope of these Terms are governed exclusively by the separate agreement under which they are provided, and the warranties, liability, and indemnities of these Terms do not apply to them.

6. Data protection

- 6.1. You are the controller of personal data processed in your use of the Services. AWS acts as processor on the basis of the AWS Data Processing Addendum incorporated into the AWS Service Terms.
- 6.2. We do not access, process, or store your content or personal data in the Services in the course of resale and billing. To the limited extent we process administrative personal data of your contacts (e.g. names and emails for billing and account management), we do so as a separate controller for our own administrative purposes, in accordance with applicable data protection law.

7. Warranties

- 7.1. You warrant that you have the authority to accept these Terms and to bind the entity on whose behalf you accept them.
- 7.2. We do not provide the Services and give no warranties in respect of them, express or implied, including any warranty of merchantability, fitness for a particular purpose, non-infringement, availability, security, performance, or continuity. The Services are provided by AWS on the terms (including any warranties) set out in the AWS Terms.

8. Term and termination

- 8.1. These Terms apply from the date the first Order is executed or accepted, and remain in force for as long as any Order is in effect, and thereafter until terminated under this Section 8.
- 8.2. After the expiry of all Orders, either you or we may terminate these Terms on 30 days' written notice. Termination for convenience does not terminate any Order in effect at the date of the notice; such Orders continue until their own expiry.
- 8.3. Either you or we may terminate these Terms or any Order immediately on written notice if the other: (a) commits a material breach and fails to cure within 30 days of written notice (or immediately, where the breach is incapable of cure); or (b) becomes insolvent, is subject to bankruptcy or comparable proceedings, or ceases to carry on business.
- 8.4. We may terminate these Terms or any Order on 30 days' written notice (or immediately, where AWS so requires) if: (a) AWS terminates, suspends, or materially restricts our authorisation to resell the Services; (b) AWS terminates or suspends your access to the Services; (c) AWS discontinues a Service; or (d) continued performance would cause us to breach the AWS Terms or applicable law.
- 8.5. On termination or expiry: (a) you shall pay all accrued fees and all amounts due under any Commitment for its full remaining term; (b) you are responsible for migrating your data and content out of the Services before the effective date of termination – we have no obligation to retain your data thereafter, and AWS data deletion is governed by the AWS Terms; (c) Sections 3, 4.5, 4.8, 5, 6, 7, 9, 10, 11, clauses 12.1 to 12.4, and 13 survive.

9. Liability

- 9.1. Nothing in these Terms limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot be limited under mandatory applicable law.

- 9.2. Subject to clause 9.1, neither you nor we are liable for any indirect, incidental, consequential, special, or punitive losses, or for loss of profit, revenue, goodwill, business, anticipated savings, data, or use, in each case howsoever arising.
- 9.3. Subject to clauses 9.1 and 9.4, our aggregate liability under or in connection with these Terms and all Orders is capped at the greater of: (a) the net margin retained by us (being the fees received from you less amounts payable by us to AWS, and less any AWS rebates, incentives, or funding allocated by us to your account) in the 12 months preceding the event giving rise to liability; and (b) EUR 1 000; in each case subject to an absolute ceiling of EUR 5 000.
- 9.4. We are not liable for: (a) any act, omission, suspension, termination, modification, or discontinuation of the Services by AWS; (b) any unavailability, defect, security incident, or data loss in the Services; (c) any change to AWS fees or AWS Terms; or (d) any decision by AWS to communicate or act directly with you. Your recourse for any such matter lies against AWS under the AWS Terms.
- 9.5. The cap in clause 9.3 does not limit your obligation to pay fees, Commitment amounts, taxes, or indemnities.

10. Indemnities

- 10.1. You shall indemnify, defend, and hold harmless us and our affiliates, directors, officers, and employees from and against any claim, loss, damage, liability, cost, and expense (including reasonable legal fees) arising out of or in connection with: (a) your content, applications, or end users; (b) your breach of the AWS Terms or any applicable law; (c) any claim by AWS against us arising from your acts or omissions; (d) any tax, duty, or charge imposed on us as a consequence of your resale arrangements; (e) any claim by your end users or affiliates relating to the Services; and (f) any fee, tax, duty, charge, chargeback, audit adjustment, refund obligation, or claim imposed on or asserted against us by AWS, whether retrospectively or prospectively, that is attributable to your use of the Services, your breach of the AWS Terms, your content or end users, or any of your acts or omissions.
- 10.2. We shall indemnify you for direct damages arising from our gross negligence or wilful misconduct, subject to the cap in clause 9.3.

11. Confidentiality

Each of you and we shall keep confidential the other's non-public information disclosed in connection with these Terms, use it only to perform these Terms, and protect it with at least reasonable care. Confidentiality obligations survive for 3 years after termination, except for trade secrets, which are protected for as long as they remain trade secrets under applicable law.

12. Compliance

- 12.1. Each of you and we shall comply with all applicable anti-bribery, anti-corruption, sanctions, and export-control laws.
- 12.2. You represent that you are not, and are not owned or controlled by, a person subject to EU, US, or UK sanctions, and that you will not use the Services in or for the benefit of a sanctioned jurisdiction or person.
- 12.3. You are solely responsible for determining and complying with any regulatory requirements applicable to you, including DORA, NIS2, GDPR, EBA/EIOPA/ESMA guidelines, and national financial supervisory rules ("**Customer Regulatory Requirements**").
- 12.4. Where Customer Regulatory Requirements apply, AWS (not us) is the ICT third-party service provider, processor, and outsourcing counterparty in respect of the Services. Any addenda or commitments required by such regimes must be agreed directly between you and AWS, available to eligible customers on request via the AWS account team. Further AWS resources are published at <https://aws.amazon.com/compliance/> and via AWS Artifact.

- 12.5. Except to the extent expressly assumed by us under a separate written agreement, we do not undertake any obligation in respect of: (a) technical or organisational measures, sub-processors, locations, or service levels of the Services; (b) business continuity, disaster recovery, exit, or resilience testing; (c) audit, inspection, or on-site access at AWS facilities; (d) incident analysis, register-of-information data, or regulatory reporting beyond forwarding what we actually receive from AWS; or (e) acting as single point of contact for AWS infrastructure incidents. Any managed services, audit support, BCP support, or similar are outside the scope of these Terms and require a separate written agreement.
- 12.6. At your reasonable request, we will (a) provide identifying information about our resale and billing activities for your register of information, (b) not obstruct competent-authority inspections of our own resale/billing function, and (c) forward AWS notices we actually receive. Cooperation requiring material additional effort is subject to separate written agreement and reimbursement.

13. General

- 13.1. **Governing law and jurisdiction.** These Terms are governed by Lithuanian law. The courts of the place of our registered office have exclusive jurisdiction.
- 13.2. **Notices.** Notices shall be in writing in English and sent (i) by us to the email address you have provided in your account or on the Order, and (ii) by you to legal@cto2b.eu (or such other email address as we publish from time to time), or by registered post to our registered office. Email notices are deemed received on transmission.
- 13.3. **Assignment.** You may not assign or transfer these Terms or any Order without our prior written consent. We may assign these Terms to an affiliate or in connection with a merger, reorganisation, or sale of substantially all of our assets.
- 13.4. **Force majeure.** Neither you nor we are liable for delay or failure to perform (other than payment obligations) caused by events beyond reasonable control, including AWS outages, internet failures, cyber-attacks, natural disasters, and acts of public authority.
- 13.5. **Changes to these Terms.** We may amend these Terms from time to time by posting an updated version at <https://cto2b.io/general-terms-and-conditions/> and notifying you by email. Amendments take effect 30 days after the date of the notice (or immediately, where the amendment is required to remain consistent with the AWS Terms, applicable law, or our upstream agreement with AWS). Your continued use of the Services or submission of any Order after the effective date constitutes acceptance of the amended Terms. If you do not accept an amendment, your sole remedy is to terminate these Terms by written notice before the effective date, in which case clause 8.5 applies. Changes to the AWS Terms made by AWS apply automatically as between you and AWS.
- 13.6. **Entire terms.** These Terms and the Orders constitute the entire agreement between you and us on this subject and supersede all prior discussions and understandings.
- 13.7. **Limitation of claims.** Subject to clause 9.1, no claim arising under or in connection with these Terms may be brought more than two (2) years after the date on which the claiming party became aware, or ought reasonably to have become aware, of the facts giving rise to the claim.
- 13.8. **No oral variation.** Subject to clause 13.5, no variation is effective unless in writing and accepted by both parties.
- 13.9. **Severability.** If any provision is held invalid, the remainder of these Terms remains in force.
- 13.10. **Independent contractors.** You and we are independent contractors. Nothing in these Terms creates a partnership, joint venture, or agency relationship.
- 13.11. **Acceptance.** You accept these Terms by submitting an Order or by signing an Order that references these Terms. The person accepting these Terms warrants that they have authority to bind the entity on whose behalf they act.