FluidStack – Acceptable Use Policy

This Acceptable Use Policy was published on 1st February 2022.

1. **Introduction**

1.1 This Acceptable Use Policy (as updated from time to time) is incorporated into FluidStack's Terms of Service (available at https://www.fluidstack.io/). It governs how Customer may access and use the Cloud Services and FluidStack Services.

1.2 Defined terms in this Acceptable Use Policy shall have the meaning given in the Terms of Service and the same rules of interpretation apply.

1.3 Customer is only permitted to use the Cloud Services and FluidStack Services in accordance with the Agreement. Use of the Cloud Services and the FluidStack Services (or any part) in any other way, including in contravention of any restriction on use set out in this Acceptable Use Policy, is not permitted.

2. **Restrictions on use**

2.1 As a condition of use, Customer agrees not to use the FluidStack Services or Cloud Services, nor permit them to be used:

(a) for any purpose that is unlawful under any applicable law or prohibited by this Acceptable Use Policy or the Terms of Service;

(b) to commit any act of fraud or money laundering or otherwise be used in any activities that are deceptive or harmful to others, or that would harm FluidStack's operations or reputation;

(c) for the mining of any cryptocurrency without the prior written consent of FluidStack;

(d) to create, store, access, transfer to any third party or otherwise distribute any code or device intended to interfere with, or having the effect of interfering adversely with, the operation of any hardware or software, including any virus, disabling code (including code intended to limit or prevent any use any software or system) or other malicious software (including bugs, worms, logic bombs, malware, trojan horses, ransomware and spyware), or any other material which is unlawful;

(e) for purposes of promoting unsolicited advertising or sending spam;

(f) to simulate communications from FluidStack or another service or entity in order to collect identity information, authentication credentials, or other information (e.g. phishing);

(g) in any manner that disrupts the operations, business, equipment, websites or systems of FluidStack or any other person or entity (including any denial of service and similar attacks);

(h) in any manner that harms or may endanger minors or any other person;

(i) in connection with any service, use or purpose where the failure of the Cloud Services or FluidStack Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;

(j) to promote any unlawful activity;

(k) to represent or suggest that FluidStack endorses any other business, product or service unless FluidStack has separately agreed to do so in writing;

(l) to gain unauthorised access to the FluidStack Services and/or Cloud Services where such access is gained by unauthorised use of a Customer's account;

(m) to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;

(n) in any manner which may impair any other person's use of the FluidStack Services, or Cloud Services, or use of any other platform provided by FluidStack to any other person;

(o) in order to license, sell, rent, transfer, host, outsource or permit timesharing or the provision of service bureau facilities to any third party;

(p) to perform any security testing of the Cloud Services or FluidStack Services or of any infrastructure or facilities whatsoever used to provide the Cloud Services, including network discovery, port/service identification, vulnerability scanning, password cracking, remote access testing or penetration testing;

(q) to attempt to circumvent any security controls or mechanisms;

(r) to attempt to circumvent any password or Customer authentication methods of any person;

(s) in an irresponsible manner including by overloading any part of the Cloud Services, including the GPU, which results in physical damage to the Cloud Services;

(t) in any manner inconsistent with the Terms of Service or instructions provided by FluidStack from time to time; or

(u) in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in the Terms of Service, including using FluidStack Services in a manner that violates, infringes upon, or misappropriates the intellectual property or proprietary rights of any third party.

2.2 Customer shall not (directly or indirectly):

(a) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the FluidStack Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction;

(b) modify, translate, or otherwise create derivative works of any part of the FluidStack Services; or

(c) copy, rent, lease, distribute, or otherwise transfer any of the rights that Customer receives hereunder.

2.3 Customer shall abide by all applicable local, state, national and international laws and regulations.

3. **Customer data and communication standards**

3.1 Any Customer Data hosted on the Cloud Services must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in FluidStack's discretion, acting reasonably.

3.2   Customer is solely responsible for the development, moderation, operation, maintenance, support and use of Customer Data, including when Customer Data is provided by Customer's end users;

3.3   Customer warrants that Customer Data and its use thereof does not and will not:

(i)   violate the Terms of Service, Acceptable Use Policy or any appliable law, regulation or rule;

(ii)   infringe, violate, or misappropriate any third party rights, including any copyright, trade mark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

(iii)   slander, defame, libel, or invade a right of privacy, publicity or other property rights of any other person; or

(iv)   cause FluidStack to violate any law, regulation, rule, or rights of third parties.

3.4   Except for the specific FluidStack Services provided under the Agreement or otherwise, Customer is solely responsible for the technical operation of Customer Data, including on behalf of Customer's end users.

4.   **Linking and other intellectual property matters**

As a condition of use of the Cloud Services and FluidStack Services, the Customer agrees not to use FluidStack's trade marks, logos or trade names in any manner.