

This current consolidated Acceptable Use Policy was published on 24/08/2020.

1. Introduction

- 1.1. This Acceptable Use Policy (as updated from time to time) is incorporated into FluidStack's User Terms of Service. It governs how the User may access and use the Platform.
- 1.2. Defined terms in this Acceptable Use Policy shall have the meaning given in the User Terms of Service and the same rules of interpretation apply. In addition, in this Acceptable Use Policy the following definitions have the meanings given below:

'User Terms of Service' means the latest version of the document available at [insert URL], as updated from time to time; and

'Virus' means any virus, disabling code (including code intended to limit or prevent any use any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware).

- 1.3. User is only permitted to use the Platform in accordance with the User Terms of Service. Use of the Cloud Services and the Platform (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, the User agrees not to use the Platform, API, 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 User Terms of Service;
 - (b) to commit any act of fraud or money laundering;
 - (c) to distribute any Virus;
 - (d) for purposes of promoting unsolicited advertising or sending spam;
 - (e) to simulate communications from FluidStack or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - (f) 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);
 - (g) in any manner that harms or may endanger minors or any other person;
 - (h) in connection with any service, use or purpose where the failure of the Platform (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
 - (i) to promote any unlawful activity;
 - (j) to represent or suggest that FluidStack endorses any other business, product or service unless FluidStack has separately agreed to do so in writing;
 - (k) to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
 - (l) in any manner which may impair any other person's use of the Platform, API, or Clouse Services, or use of any other platform provided by FluidStack to any other person;
 - (m) to attempt to circumvent any security controls or mechanisms;

- (n) to attempt to circumvent any password or user authentication methods of any person;
- (o) 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;
- (p) in any manner inconsistent with the User Terms of Service or instructions provided by FluidStack from time to time; or
- (q) in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in our User Terms of Service.

3. Customer data and communication standards

3.1. Any User Data or communication made on or using the Platform by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in FluidStack's discretion, acting reasonably. In particular, the User warrants and undertakes that any of their User Data and each such communication shall at all times be:

- (a) submitted lawfully and without infringement of any Intellectual Property Rights of any person;
- (b) free of any virus;
- (c) factually accurate;
- (d) provided with the necessary consent of any third party;
- (e) not defamatory or likely to give rise to an allegation of defamation;
- (f) not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
- (g) not abusive, threatening, offensive, harassing or invasive of privacy;
- (h) not racist, sexist or xenophobic;
- (i) not liable to offend religious sentiments or deeply held beliefs; and
- (j) unlikely to cause offence, embarrassment or annoyance to any person.

4. Linking and other intellectual property matters

4.1. As a condition of use of the Platform, the User or the Host agrees not to use FluidStack's trade marks, logos or trade names in any manner.