upsun | Formerly Platform.sh

Acceptable Use Policy

Last updated 5 November 2026

1. Scope and definitions

1.1. This Acceptable Use Policy applies to the use of the Upsun Cloud, Upsun Dispatch, and/or Blackfire Services by any authorized User of the Services.

1.2. In this Acceptable Use Policy:

1.2.1. "**You**" refers to you as a Customer or as an individual authorized to use the Services by the Upsun Customer.

1.2.2. "**Upsun Site**" means the Platform.sh, Upsun and Blackfire commercial websites, Upsun Cloud, Upsun Dispatch, and Blackfire Services, the related API and Documentation (as defined in the Agreement), and other online resources made available by Upsun, but excluding Customer sites which are subdomains under .eu.platform.sh, .us.platform.sh, .platformsh.site, .upsun.app, and .upsunapp.com.

1.2.3. Other capitalized terms have the meaning stated in the applicable agreement between the Customer and Upsun (the "Agreement").

2. Prohibited Users

2.1. You are not allowed to use the Services if You are (i) under the age of majority in your state, province, or country of residence, or 16 years of age, whichever is greater, or if You are (ii) located in a sanctioned country or are yourself a sanctioned person, i.e. if You are listed in any sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state, the UK Government, under Canada's SEMA and JVCFOA acts, or Australia's Department of Foreign Affairs and Trade or are a person owned or controlled by any such person.

3. Compliance with applicable laws and regulations

3.1. At all times, Your use of and access to the Services must be in compliance with any applicable local, state, national, and international law or regulation, including, but not limited to, all applicable data protection laws and regulations, and all applicable export control laws and regulations.

4. Respect of Upsun Intellectual Property

4.1. You are not allowed to copy, republish, reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services; modify, translate, or create derivative works based on the Services; rent, lease, distribute, sell, resell, assign, or otherwise transfer intellectual property rights of the Services; use the Services for time-sharing or service bureau purposes or otherwise for the benefit of a third party; remove any trademark or proprietary notices from the Services. For the avoidance of doubt, these restrictions apply to the Services as a whole and to any part of them, including each AI Feature and any AI Model that powers an AI Feature, whether that AI Model is provided by Upsun or by a third party.

5. Prohibited Content

5.1. You may not use the Services or use AI Features available through the Services to generate, store, transmit, display, or process Content that is, or that Upsun may determine in its sole discretion, to be or constitute:

5.1.1. unlawful, offensive, threatening, harmful, libelous, malicious, defamatory, pornographic, obscene, racist, infringing, or otherwise objectionable;

5.1.2. an infringement of any patent, trademark, copyright, trade secret, or other proprietary right of a third party;

5.1.3. not wholly owned by or validly licensed to You;

5.1.4. fraud;

5.1.5. violation of a third party's privacy;

5.1.6. breach of the Agreement;

5.1.7. false expression or implication that Your Content is sponsored or endorsed by Upsun;

5.1.8. a promotion or facilitation of illegal gambling, illegal export;

5.1.9. a discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or otherwise;

5.1.10. viruses, malware, trojan horses, spyware, worms, phishing kits, exploits, credential harvesting tools or other content designed to circumvent security controls, authentication, or authorization mechanisms — regardless of whether a human, or an AI Feature, or an AI agent initiated the request, except code or tools used solely for authorized security testing of systems You own or are expressly authorized to test; or

5.1.11. designed to perform a prompt injection, jailbreak, or other manipulation intended to cause an AI agent (Yours, another Customer's, or Upsun's) to act outside its authorized scope, disclose confidential system instructions or data, or bypass any human approval requirement built into the Services.

5.2. You acknowledge that Upsun does not have the capacity or the obligation to intervene directly on the Content and as such, You are solely responsible and liable for reviewing the Content and to immediately remove any Content that breaches this Acceptable Use Policy upon first request of Upsun or upon becoming aware of any such breach.

5.3. You acknowledge that Upsun does not have the capacity or obligation to review Output from an AI Feature or to review actions taken by AI Feature acting on Your behalf, and that Your responsibility for reviewing, approving, and remediating such Output and action is the same as Your responsibility for any other Content You create.

6. Prohibited activities and actions

6.1. You agree not to use the Services:

6.1.1. in high-risk activities, where their use or failure could reasonably be expected to lead to death, personal injury, or environmental or property damage (such as, but not limited to, the creation or operation of any military, nuclear-engineering, aviation- and/or automotive-engineering purposes or software applications related thereto or in connection with any software application that is used in connection with monitoring or assessing human health or as a life support system);

6.1.2. for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;

6.1.3. to transmit, or procure the sending of, any unsolicited advertising or promotional

material, including any “junk mail”, “chain letter,” or “spam,” or any other similar unsolicited solicitation;

6.1.4. to offer or disseminate fraudulent goods, services, promotions, make-money-fast schemes, Ponzi and pyramid schemes;

6.1.5. to impersonate, or collect of personally identifying or other information about other Upsun customers or their users’ use of information obtained from or through the Services, for the purpose of direct marketing, spamming, unsolicited contacting, phishing, or pharming;

6.1.6. to infringe or violate the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party;

6.1.7. to advertise or sell firearms or accessories or parts that convert firearms as defined by “Category A – Prohibited Firearms” under the European Directive (EU) 2021/555. Upsun may accord, at its sole discretion, specific explicit waivers for sites falling under this category, but that exclusively target business-to-business or government buyers;

6.1.8. in any way that is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or unlawful;

6.1.9. to impersonate or attempt to impersonate Upsun, an Upsun employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing);

6.1.10. to create, disseminate or amplify false, deceptive or misleading information, including conspiracy narratives targeting a person, group or entity, or false information about events, laws, institutions, or medical, health or scientific matters; or

6.1.11. to knowingly engage in any other conduct that restricts or inhibits anyone’s use of the Upsun Site or Services, or which, as determined by Upsun, may harm Upsun, the Upsun Site or Services, users of the Upsun Site or Services or expose them to liability.

6.2. Additionally, You agree not to:

6.2.1. use Your site or mobile applications or any technological device or process in any manner that You know or reasonably should know could disable, overburden, damage, or impair the Upsun Site or interfere with any other party’s use of the Upsun Site, Upsun mobile applications, or Services, including their ability to engage in real-time activities through the same;

6.2.2. use any robot, spider, AI agent, autonomous script, or other automatic device, process, or means to access the Upsun Site or any of its content or any Services in a fashion that may result in excessive resource use or disruption or interruption of the Services;

6.2.3. use any manual process to monitor or copy any of the material on the Upsun Site or any other content of Upsun or for any other unauthorized purpose without Upsun prior written consent;

6.2.4. use any device, software, or routine that knowingly interferes with the proper working of the Upsun Site or the provision of the Services;

6.2.5. introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;

6.2.6. attempt to gain unauthorized access to, or knowingly interfere with, damage or disrupt any parts of the Upsun Site, the infrastructure on which the Upsun Site or Services are stored, or any server, computer, or database connected to the Upsun Site or Services, or perform any of these actions from the Services;

6.2.7. attack the Upsun Site or the Services via a denial-of-service attack or a distributed denial-of-service attack, or perform any of these actions from the Services;

6.2.8. interfere with, modify, disrupt, or disable features or functionality of Upsun, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;

6.2.9. use the Services for intense computational calculation, for instance, but not limited to, cryptomining, movie or video transcoding, real-time computer vision (except with Upsun prior written consent);

6.2.10. use the Services as a traffic relay, connection-proxying, Tor exit node, or as a service with intention of anonymizing traffic;

6.2.11. use the Services to monitor, scan, or crawl servers, hosts, websites and/or their contents other than Your own Projects (except with Upsun prior written consent);

6.2.12. otherwise knowingly interfere with the proper working of the Upsun Site or the proper provision of the Services;

6.2.13. grant an AI Feature broader credentials, scopes, secrets, or environment access than are reasonably necessary for its assigned task, or use the Services to share, embed, or expose API keys, access tokens, or Customer secrets to an AI Feature or any third-party AI provider beyond what is required for the AI Feature's authorized function;

6.2.14. tamper with, disable, falsify, or delete logs, audit trails, or activity records generated by an AI Feature or any agent-orchestration feature of the Services.

7. AI Features

7.1. Each AI Feature may be used only for software development lifecycle work or as described in the Documentation, including but not limited to developing, testing, deploying, operating, monitoring and troubleshooting Your Projects, code and infrastructure, creating and maintaining related documentation, and any task or action in connection therewith. You must not try to use an AI Feature for any other purpose, or to make it produce Output or take actions unrelated to those purposes, unless expressly authorized by Upsun.

7.2. You must not submit to an AI Feature or give an AI Feature access to (i) any Content prohibited by section 5, (ii) payment card data within the scope of PCI DSS, (iii) personal data beyond what the AI Feature needs for its normal operation or use, (iv) health information protected under HIPAA or equivalent laws, or (v) special categories of personal data within the meaning of Article 9 of the GDPR, Article 9 of the UK GDPR, or any other applicable data protection law (including, for example, "sensitive personal information" under the CCPA/CPRA). You are responsible for excluding or masking such data, including in production environments, logs and databases to which You grant an AI Feature access.

7.3. You must not embed instructions in Inputs that are designed to manipulate an AI Feature or the underlying AI Model. You must not red-team, jailbreak-test or otherwise safety-test an AI Feature or the underlying AI Model without Upsun's prior written authorization.

7.4. Sections 5 and 6 apply to any code, configuration, Output or software produced with an AI Feature included in the Services. In addition, You must not use an AI Feature or the underlying AI Model to design, write, modify, debug, test, configure, deploy or operate a software or a component of software designed to:

7.4.1. develop, target or deliver weapons, including chemical, biological, radiological or

nuclear weapons. No waiver under clause 6.1.7 applies;

7.4.2. disrupt critical infrastructure, or compromise third-party systems without authorization, including through implants, botnets or denial-of-service tools;

7.4.3. provide biological or life sciences research and development, whether internally or for third parties;

7.4.4. track, identify or profile people without their consent, including through facial recognition or biometric identification, doxxing, social scoring, or inferring sensitive attributes, emotions or criminal risk;

7.4.5. operate fake accounts, astroturfing or coordinated inauthentic behavior, or interfere with elections;

7.4.6. generate child sexual abuse material, non-consensual intimate imagery, or a person's likeness or voice without their consent;

7.4.7. promote terrorism, violent extremism, suicide, self-harm or disordered eating;

7.4.8. give tailored legal, medical, financial or other licensed advice through AI without review by a qualified professional, who is licensed where required by applicable law;

7.4.9. enable real-money gambling;

7.4.10. facilitate academic dishonesty, such as exam cheating or essay-writing services; or

7.4.11. circumvent other third-party platforms' safeguards, bans or anti-abuse controls.

7.5. AI Features may not be used for national security, intelligence, surveillance or law-enforcement purposes.

7.6. You must not use an AI Feature, the AI Models that power it or any Output to generate, prepare, select, label, score, rank or supply training data, evaluation rubrics, reinforcement-learning environments or feedback for (i) a product or service that is similar to or competes with the AI Feature, or (ii) any AI Model intended to replicate, substitute for or compete with the AI Models that power the AI Feature, whether You do so Yourself, for a third party or through anyone acting on Your behalf, and even if You do not train the resulting model. Using an AI Feature to design, write, test or deploy software that trains or uses AI Models is otherwise permitted, subject to this Acceptable Use Policy.

7.7. You may not use an AI Feature if You, or any entity that controls You, have been suspended or banned by the provider of the AI Model that powers it, or in order to circumvent any restriction imposed by that provider.

7.8. Upsun may restrict, limit or make unavailable any AI Feature in certain countries or regions, or for customers headquartered in or controlled from them, where needed to comply with the supported-country requirements of the underlying AI Model providers.

8. Protection of reputation

8.1. Neither You nor Upsun will take any action or make any statement which is intended to, or would reasonably be expected to, harm the other Party's reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the other Party.

8.2. The foregoing provision on protection of reputation shall not apply to (i) compliance with any legal process, subpoena, or applicable law, rule, or regulation, (ii) statements in response to authorized inquiry from a court, regulatory body, or law enforcement agency, or (iii) disclosure of security incidents or data breaches as required by applicable law or industry standards.

8.3. Upsun does not actively monitor Your Content. However, if You become involved in highly controversial activities, if Your Content includes highly controversial material, or if

You take part in highly controversial events that may reasonably be expected to cause significant harm to Upsun reputation, Upsun reserves the right to take any preventive or corrective actions it deems appropriate, as further detailed in section Enforcement of this Acceptable Use Policy below.

9. Reporting violations of this Acceptable Use Policy

9.1. If You become aware of any violation of this Acceptable Use Policy, You will immediately notify Upsun and stop or remedy the violation. To report any violation of this Acceptable Use Policy, please contact abuse@upsun.com.

10. Changes to this Acceptable Use Policy

10.1. Upsun may change this Acceptable Use Policy from time to time at its sole discretion. In accordance with Upsun Terms or Service, You will be notified of any material change, and Your continued use of the Services after a material change will constitute Your consent to such change. If You don't agree to the revised Acceptable Use Policy, Your sole and exclusive remedy is to stop using the Services.

11. Enforcement of this Acceptable Use Policy

11.1. Upsun reserves the right, but shall be under no obligation, to review Your Content, Your Account, and Your use of the Services for fraud and abuse prevention, and for the purpose of monitoring Your compliance with this Acceptable Use Policy, and may, at its sole discretion, engage third parties for identity verification and abuse reporting, including underlying AI Model providers which may screen Input and Output for misuse.

11.2. Upsun may suspend Your access to an AI Feature immediately and without prior notice where the provider of the underlying AI Model requests it, or where necessary to comply with that provider's terms. The fact that an AI Model provider's automated safeguards decline or block an Input or Output does not, by itself, constitute a violation of this Acceptable Use Policy by You or a failure of the Services by Upsun.

11.3. If You use the Services in a way that Upsun reasonably believes violates or may violate this Acceptable Use Policy, Upsun may, at its sole discretion, take any preventive or responsive action it deems appropriate, such as:

11.3.1. reaching out to You and asking You to promptly and validly demonstrate that You are not a prohibited User, or that Your Content and activities and actions are not violating this Acceptable Use Policy;

11.3.2. issuing a formal written warning outlining the specific violation and requesting immediate compliance with this Acceptable Use Policy;

11.3.3. temporarily suspending Your Account, Project or access to an AI Feature until the violation is remedied or issue is resolved; or

11.3.4. terminating Your Account and/or permanently deleting Your Project.

11.4. The above-listed preventive and responsive actions are without limitation and without prejudice to other rights and remedies available to Upsun under the applicable agreement between You and Upsun, at law or in equity. Upsun reserves the right to initiate legal proceedings against You and to report any activity that violates any applicable law or regulation to the appropriate law enforcement officials, regulators, or other appropriate third parties.