

# Acceptable Use Policy

Last updated 23 September 2025

## 1. Scope and definitions

- 1.1. This Acceptable Use Policy applies to the use of the Upsun 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”** refers to Platform.sh, Upsun and Blackfire commercial websites, Services, API, 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.

## **5. Prohibited Content**

- 5.1. You may not use the Services to 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, and Content;
  - 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, unauthorized data, malware, trojan horses, spyware, worms, or other harmful or corrupted components.
- 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.

## **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 knowingly engage in any other conduct that restricts or inhibits anyone's use of the Upsun Site or Services, or which, as determined by us, 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, 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 Service;
  - 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 Service;
  - 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 Service;
  - 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 (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.

## **7. Protection of reputation**

- 7.1. Neither You or 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.
- 7.2. The foregoing provision on protection of reputation shall not apply to (a) compliance with any legal process, subpoena, or applicable law, rule, or regulation, (b) statements in response to authorized inquiry from a court, regulatory body, or law enforcement agency, or (c) disclosure of security incidents or data breaches as required by applicable law or industry standards.
- 7.3. 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.

## **8. Reporting Violations of this Policy**

- 8.1. 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](mailto:abuse@upsun.com).

## **9. Changes to this Acceptable Use Policy**

- 9.1. Upsun may change this Acceptable Use Policy from time to time at its sole discretion. In accordance with Upsun Terms or Services, 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.

## **10. Enforcement of this Acceptable Use Policy**

- 10.1. 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.
- 10.2. 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:

- 10.2.1. 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,
  - 10.2.2. issuing a formal written warning outlining the specific violation and requesting immediate compliance with this Acceptable Use Policy,
  - 10.2.3. temporarily suspending Your Account and/or Project until the violation is remedied or issue is resolved, or
  - 10.2.4. terminating Your Account and/or permanently deleting Your Project.
- 10.3. 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.