

Terms of Service

Last updated 22nd December 2023

1 GENERAL TERMS

1.1 PARTIES OF THIS AGREEMENT

The following agreement is made between:

PNO Solutions Limited c/o Redstone AS 253 Monton Road Eccles M30 9PS	The End User The party receiving access to service (“you”)
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1.2 INTRODUCTION

These terms of service form a binding agreement between you and PNO Solutions Limited. These are the general terms of service; other services may be regulated by other agreements, which shall come into effect in addition to this agreement when the service is accessed.

1.3 DEFINITIONS

IP, IP address refers to any Internet Protocol address.

End-user, User refers to you.

PNO refers to PNO Solutions Limited.

Compute, Instance refers to the virtual servers offered by PNO.

Block Storage, Volume refers to storage services offered by PNO.

1.4 TERM

This agreement will remain in effect during the term of your account being open with us. This agreement will terminate when your account is closed.

1.5 FEES

You agree to pay all applicable service fees for any service ordered. All fees payable are non-refundable, regardless of whether the service is cancelled, suspended, or otherwise withdrawn. PNO services are billed on an hourly basis unless otherwise specified. The hours calculated for service usage are rounded up to the nearest whole number. When you purchase a service from PNO, you agree to us starting the service immediately and, as such, waive any “cooling-off” periods.

1.5.1 Pre-pay

PNO permits you to pre-pay for services. In this scenario, a deposit is made to your PNO account, which can be used to pay for services. The deposit acts as a security and commitment for the purchase of services and, as such, is nonrefundable.

1.5.2 Post-pay

PNO permits you to post-pay for services. In this scenario, PNO permits you to purchase services on credit without making a deposit first. The full credit amount outstanding will then be billed to you on the first day of each calendar month. As this is a payment for services already rendered, it is non-refundable.

Depending on your account’s financial history, the amount you can post-pay is limited to a certain amount. Upon reaching this amount, PNO reserves the right to bill the full amount outstanding immediately to replenish your credit.

1.6 ABUSE

In the event we receive notice of abuse of our services by you or any party related to you, we will give notice that you shall have 48 hours to cease and desist from such activities or provide an explanation for your actions that is deemed satisfactory by us.

If neither of these conditions are met, your services shall cease, and we may prohibit you from receiving such services from us in the future.

PNO prohibits all content and/or activities that contravene UK law on our services. If you utilise our services to violate UK law, your access to services will be immediately suspended, and the incident will be reported to relevant law enforcement.

In addition, activities that may damage PNO’s reputation (e.g. by using PNO services to perform legally grey activities or abusing third parties) or activities that infringe upon the rights of third parties are prohibited and will result in the immediate suspension of service.

1.7 MODIFICATIONS

We may modify this agreement at any time. In the case that we make a change, you will be provided with notice 14 days in advance of the changes via the email address on your account. After the 14 days have elapsed, the new agreement will go into effect and supersede the previous agreement. You may object to the new terms of service during the 14-day period; however, we may choose to terminate service if no other resolution can be made.

1.8 BREACH

You agree that failure to abide by this agreement or any other policy held by PNO may be considered a material breach. In the event of a breach, we reserve the right to suspend your services and prohibit you from obtaining services from PNO in the future. Any breach shall not be considered excused unless specified in writing. This includes breaches that we may not have acted on in the past.

1.9 WARRANTIES

Apart from the explicit warranties detailed in this agreement, we do not offer any other forms of warranty. These encompass warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranties, whether expressed, implied, statutory, or of any other kind. We hold no responsibility or liability for the deletion or failure to store any content or other communications maintained or transmitted through the use of our services. We do not provide a guarantee of error-free or uninterrupted services. It's important to note that our services are not intended for use in high-risk activities.

1.10 LIABILITY

You agree to indemnify, defend, and hold harmless PNO, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of our services, your violation of this Agreement, or your violation of any rights of another person or entity.

In no event shall PNO be liable to you or any third party for any indirect, consequential, incidental, punitive, or special damages, including but not limited to loss of profits, data, or business interruption arising out of or in connection with this Agreement or the use of our services, even if PNO has been advised of the possibility of such damages.

1.11 NOTICES

All notices under this agreement shall be in writing and given by email, addressed to the email address associated with your account.

1.12 FORCE MAJEURE

You agree that we are not responsible for any failures or delays in performing any duties or responsibilities under this agreement that arise out of any cause beyond our reasonable control. This includes, but is not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons, and floods.

1.13 SEVERABILITY

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect. The unenforceable or invalid provision shall be replaced with a valid and enforceable provision that achieves the original intent of the Agreement as closely as possible.

1.14 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

1.15 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between you and PNO regarding the services and supersedes any prior agreements or representations, whether oral or written unless otherwise specified in this agreement.

2 ACCEPTABLE USAGE

2.1 COMPUTE SERVICES

You will not use the compute services for any of the following activities:

- **Illegal Activities:** Any activity that violates local, national, or international laws, including but not limited to hacking, distribution of illegal content, fraud, and unauthorised access to systems.
- **Spam and Phishing:** Sending unsolicited emails, spam, or engaging in phishing activities to deceive users and collect sensitive information.
- **Malware Distribution:** Hosting, distributing, or knowingly spreading malicious software, viruses, worms, Trojans, or any harmful code.
- **DDoS Attacks:** Launching Distributed Denial of Service (DDoS) attacks or any other activities that attempt to overload or disrupt networks or services.
- **Copyright Infringement:** Hosting or distributing copyrighted material without proper authorisation, such as unauthorised distribution of movies, music, software, or other intellectual property.
- **Resource Abuse:** Consistently using an excessive amount of resources (CPU, memory, bandwidth) that negatively impacts the performance of other users.
- **Mining:** Cryptocurrency mining without proper authorisation can significantly strain system resources.
- **Proxy Services:** Providing open proxy services without appropriate security measures can potentially lead to abuse of your server for malicious activities.
- **Network Scanning:** Engaging in unauthorised scanning of networks, ports, or systems, which can be seen as a precursor to hacking attempts.
- **Impersonation:** Impersonating someone else, forging email headers, or any activity aimed at deceiving users or systems.
- **Child Exploitation:** Any activity related to child pornography, exploitation, or abuse is strictly prohibited.
- **Harassment or Hate Speech:** Engaging in online harassment, hate speech, or activities that promote discrimination, racism, or violence.
- **Pharmacy and Illegal Substances:** Any activity promoting the sale or distribution of prescription medications, illegal drugs, or controlled substances.
- **Gambling:** Hosting or facilitating online gambling or betting activities without proper legal authorisation.
- **Sensitive Data Exposure:** Storing or transmitting sensitive personal, financial, or confidential information without proper encryption and security measures.
- **Bulk Mailing:** Sending large volumes of emails without proper opt-in mechanisms or unsubscribe options.

- **Excessive Bot Activity:** Running malicious bots or bots that perform actions in violation of terms of service on other platforms.

2.2 BLOCK STORAGE SERVICES

You will not use the block storage services for any of the following activities:

- **Cryptocurrency Mining:** Using block storage volumes for cryptocurrency mining without proper authorisation or causing excessive strain on resources.
- **Resource Abuse:** Excessive utilisation of the block storage resources that negatively impacts the performance of other users or the overall system.
- **Illegal Content:** Storing any content that is considered illegal in the UK.
- **Excessive I/O Operations:** Engaging in excessive and unnecessary read or write operations that negatively affect system performance, responsiveness, and drive lifespan.

2.3 API

When using the API, you must abide by the following acceptable use guidelines:

- **Rate Limiting and Throttling:** Avoid excessive and rapid API requests for resource creation, modification, or deletion. Adhere to rate limiting and throttling mechanisms set by us to prevent overwhelming the system.
- **Bulk Operations:** Use bulk operations whenever possible to minimise the number of API requests required for managing resources. This helps reduce unnecessary load on the API server.
- **Responsible Automation:** If automating resource management, implement mechanisms to ensure that automation scripts or bots do not generate excessive API requests in a short time frame.
- **Prioritise Essential Operations:** Avoid continuously creating or deleting resources that are not required for the functionality of your application. Prioritise essential operations to conserve system resources.
- **Error Handling:** Implement proper error handling mechanisms for API requests. Do not retry failed requests excessively or automatically, as this can contribute to increased load.
- **Respect API Limits:** Adhere to any usage limits, quotas, or restrictions set by us. Exceeding these limits can lead to API access being temporarily or permanently restricted.
- **Secure Access:** Protect your API credentials and tokens to prevent unauthorised access or abuse. Only authorised personnel should have access to these credentials.

- **Transparent Communication:** If your application requires frequent or high-volume API requests, consider contacting us to discuss your usage patterns and potentially request higher limits.