

Terms of Use

Effective Date: 2025-11-01

Last Updated: 2025-11-03

These Terms of Use (the “**Terms**”) form a binding agreement between **NUBONS TECH LLC**, a WA LIMITED LIABILITY COMPANY, UBI Number 605 973 469 (“**NUBONS**,” “**we**,” “**us**,” or “**our**”), and the individual or legal entity that accepts these Terms (“**Customer**” or “**you**”). By creating an account, clicking to accept, or using the Nubo Native Platform (NNP) Platform-as-a-Service (PaaS) (the “**Services**”), you agree to these Terms.

If you are accepting for an entity, you represent that you have authority to bind that entity. If you do not agree, do not use the Services.

1. Definitions

- **Account** means your NNP account and associated credentials.
- **Customer Content** means software, data, text, images, audio, video, training data, models, logs that you (or your end users) provide to, run on, or process via the Services.
- **Documentation** means user guides, runbooks, and policies provided by NNP.
- **Order** means any online sign-up, order form, or SOW referencing these Terms.
- **Personal Data** has the meaning given in applicable data protection laws.
- **Preview** means alpha, beta, or pre-GA features.
- **Service Data** means telemetry, diagnostics, and operational data NNP generates to provide and secure the Services.
- **Sub-Processor** means a third party engaged by NNP to process Personal Data on Customer’s behalf.

2. Using the Services

2.1 Eligibility

You must be legally capable of entering into a contract and not be barred under applicable laws, including export controls and sanctions.

2.2 Account & Credentials

You are responsible for all activities under your Account, for keeping credentials secure, and for promptly notifying NNP of any unauthorized use.

2.3 Your Responsibilities

You are responsible for (a) Customer Content; (b) configuration, backup, and use of the Services; (c) ensuring you and your end users' compliance with these Terms and the **Acceptable Use Policy** (Appendix A); and (d) securing your workloads (including secrets, keys, and identity/access policies) unless expressly indicated as NNP's responsibility in the Documentation or an Order.

2.4 Restrictions

You will not: (i) misuse the Services (see Appendix A); (ii) reverse engineer or attempt to derive source code (except to the extent permitted by open-source licenses embedded in the Services); (iii) resell or provide the Services to third parties, except as permitted in an Order (e.g., MSP/partner programs); (iv) remove proprietary notices; or (v) access the Services to build a competing service.

2.5 Third-Party Services

The Services may enable access to third-party software, models, or marketplaces. Your use of those is governed by the third party's terms; NNP is not responsible for third-party offerings unless expressly stated in an Order.

3. Service Levels, Support & Previews

3.1 Service Availability

NNP will use commercially reasonable efforts to provide availability consistent with the applicable **SLA**. Remedies for SLA failures are your sole and exclusive remedy for availability issues.

3.2 Support

NNP will provide support according to the selected plan (e.g., Standard, Business, Enterprise) described in the Support Policy.

3.3 Previews

Previews are provided "as is" for evaluation only, may be changed or withdrawn at any time, and are excluded from SLA and indemnities.

4. Security, Privacy & Data Protection

4.1 Security Program

NNP maintains an information security program with administrative, technical, and physical safeguards designed to protect the Services and Service Data. Details are described in the **NNP Security Management** (nnp.nubons.com/nnp-docs/).

4.2 Data Processing

As with the parties, Customer is controller of Personal Data in Customer Content and NNP is processor. NNP processes such Personal Data only to provide the Services and as documented by Customer, as set out in the **Data Processing Addendum (DPA)**, which is incorporated by reference.

4.3 Sub Processors

NNP will impose data protection obligations materially no less protective than those in the DPA and will remain responsible for Sub processors' performance.

4.4 Data Location & Transfers

Unless otherwise agreed in an Order (e.g., dedicated region, on-prem), NNP may process and store Service Data and Customer Content in any region where NNP or its Sub processors operate. International transfers will use appropriate safeguards (e.g., EU SCCs, UK IDTA, or other transfer mechanisms).

4.5 Incident Response

NNP will notify you without undue delay after becoming aware of a Personal Data Breach affecting Customer Content, consistent with the DPA and applicable law.

5. Fees, Billing & Taxes

5.1 Fees

You will pay the fees specified in your Order or price schedule. Usage-based fees are calculated from NNP's metering tools.

5.2 Invoicing & Payment

Billing Entity: NUBONS TECH LLC (USA).

NNP will invoice monthly in arrears unless otherwise stated. Fees are due within **30 days** of the invoice date, in U.S. dollars, by wire/ACH/credit card. Late amounts may accrue interest at the lesser of 1.5% per month or the maximum allowed by law. You are responsible for reasonable collection costs.

5.3 Taxes

Fees are exclusive of taxes. You will pay all applicable sales, use, VAT, GST, withholding, and other taxes, duties, or levies, excluding NNP's income taxes. The payment processor of NNP would be charging as per financial compliances.

5.4 Credits & Free Tiers

Promotional credits and free tier usage are subject to specific terms and may expire.

6. Temporary Suspension

NNP may suspend your access immediately if: (a) necessary to protect the Services or other customers; (b) you breach the AUP; or (c) you are overdue on payment. NNP will restore access when the issue is resolved.

7. Intellectual Property; Feedback

Except for the limited rights expressly granted, NNP and its licensors retain all rights in the Services and underlying technology. You retain all rights in Customer Content. You grant NNP a worldwide, non-exclusive license to host, run, transmit, and display Customer Content solely to provide and improve the Services. If you provide feedback, you grant NNP a perpetual, irrevocable, royalty-free license to use it without restriction.

8. Open Source & Third-Party Components

Certain components may be provided under open-source licenses. To the extent those licenses require, their terms will be controlled, and NNP will make source code available as required.

9. Confidentiality

Each party will protect the other party's Confidential Information using the same degree of care it uses to protect its own, but at least reasonable care, and will use it only to perform under these Terms. Exceptions apply for information that is public, independently developed, or received legally from a third party.

10. Compliance; Export; Sanctions

You will comply with all applicable laws, including export control and sanctions laws of the United States and other relevant jurisdictions. You represent that you are not located in, or acting on behalf of, an embargoed or sanctioned country or party. You will not use the Services for prohibited end uses (e.g., weapons development, mass surveillance contrary to law, or critical infrastructure without appropriate controls).

11. High-Risk Activities; Healthcare

The Services are not designed for use in hazardous environments requiring fail-safe performance (e.g., nuclear facilities, air traffic control, life support) or for processing Protected Health Information unless a Business Associate Addendum is executed.

12. Warranties & Disclaimers

NNP warrants it will provide the Services in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES ARE PROVIDED **“AS IS”** WITHOUT WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. Indemnification

You will indemnify and hold harmless NNP from third-party claims arising from (a) Customer Content; (b) your use of the Services in violation of these Terms or law; or (c) any combination of the Services with non-NNP materials where the claim would not arise but for such combination. NNP will indemnify you against third-party claims alleging the Services, as provided by NNP, infringe U.S. IP rights, subject to customary exclusions (modifications not made by NNP, combination with non-NNP materials, or use not per Documentation). Remedies may include modification, replacement, or refund of prepaid unused fees upon termination.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY. EACH PARTY'S TOTAL LIABILITY IN ANY 12-MONTH PERIOD WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY YOU TO NNP FOR THE SERVICES THAT GAVE RISE TO THE CLAIM IN THAT PERIOD. THESE LIMITATIONS DO NOT APPLY TO (A) YOUR PAYMENT OBLIGATIONS; (B) EITHER PARTY'S BREACH OF CONFIDENTIALITY; OR (C) INDEMNIFICATION OBLIGATIONS FOR IP INFRINGEMENT.

15. Term, Termination & Survival

These Terms start when you first use the Services and continue until terminated. Either party may terminate for material breach if not cured within 30 days of notice. Either party may terminate immediately for insolvency events. Upon termination: (a) your right to use the Services ceases; (b) you must stop using the Services; and (c) NNP will make Customer Content available for export for **30 days** unless prohibited by law or you request earlier deletion. Sections intended to survive (including 4, 5, 7–15) will survive termination.

16. Changes to the Services or Terms

NNP may modify the Services and these Terms. Material adverse changes to these Terms will become effective 30 days after notice (email or console). Continued use after the effective date constitutes acceptance. If you object to a material adverse change, your exclusive remedy is to stop using the Services and, if applicable, receive a pro-rated refund of prepaid, unused fees.

17. Governing Law; Disputes

These Terms are governed by the laws of the State of **Washington**, USA, without regard to conflicts of law rules. Any dispute will be resolved by **binding arbitration** under the Rules of the American Arbitration Association in **New York**, in English, before a single arbitrator, and subject to a **class action waiver**. Either party may seek injunctive relief in any court of competent jurisdiction to protect IP or Confidential Information.

18. Notices

Notices to NNP must be sent to **contact@nubons.com** with a copy to **Seattle, Washington, USA**. Notices to you may be provided via the console or email to your registered address.

19. Order of Precedence

If there is a conflict between these Terms, the DPA, the SLA, or an Order, the following order controls: (1) Order (only for commercial/pricing commitments), (2) DPA (for data protection), (3) these Terms, (4) SLA, and (5) Documentation.

20. Entire Agreement; Assignment

These Terms constitute the entire agreement regarding the Services and supersede all prior or contemporaneous agreements. You may not assign without NNP's consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee assumes all obligations. NNP may assign to an affiliate or in connection with corporate transactions.

Appendix A — Acceptable Use Policy (AUP)

You and your end users may **not** use the Services to:

1. Violate any law, regulation, or third-party rights (including IP, privacy, and publicity).
2. Transmit, store, or process content that is unlawful, defamatory, obscene, exploitative, or that promotes violence, terrorism, or discrimination.
3. Engage in or facilitate malware, phishing, spam, DDoS, crypto-jacking, or unauthorized vulnerability scanning/penetration testing.
4. Circumvent or attempt to circumvent security or access controls; probe or test the Services without written authorization.
5. Mine cryptocurrency, perform unsolicited bulk messaging, or operate open proxies/relays, unless expressly permitted in an Order.
6. Process regulated data (e.g., PHI, PCI DSS card data, export-controlled technical data) unless the specific regulated-data program is enabled and a corresponding addendum is executed.
7. Use the Services for high-risk activities where failure could result in death, personal injury, or severe environmental damage, unless explicitly agreed in writing.

NNP may investigate any suspected violation and suspend access consistent with Section 6.