SoloRack

Terms and Conditions

1. Terms of service
2. Acceptable use policy
3. Right of withdrawal

SoloRack
team@solorack.com

Terms of service

1. Who we are and what these terms cover

These terms are the contract between you and SoloRack ("we", "us"), the company that runs the Mac rental service and the GPU slice service on this website.

- Email: team@solorack.com

These terms apply to every rental and every top-up you buy from us, and to every GPU slice you create. Our Acceptable use policy is part of them. Our Privacy policy explains how we handle personal data.

2. Words we use

- **Service**: the rental of a Mac, GPU slices, remote access to them and our email support.
- **Mac**: the physical Mac mini we rent to you.
- **Rental**: one 24-hour pass, one 7-day pass, or one period of a plan.
- **24-hour pass**: a one-off rental of 24 consecutive hours.
- **7-day pass**: a one-off rental of 7 consecutive days (168 hours).
- **Pass**: a 24-hour pass or a 7-day pass.
- **Monthly plan**: a rental that renews every month until you cancel it.
- **3-month plan** and **6-month plan**: a rental paid in advance for 3 or 6 months at a discount, that renews for the same period until you cancel it. Everything these terms say about the monthly plan also applies to them, with a period of 3 or 6 months instead of one month.
- **Plan**: the monthly plan, the 3-month plan or the 6-month plan.
- **My account**: your customer area on this website, at solorack.com/account. You sign in with a link we email you, without a password. It shows the access details and the dates of every Mac you rent, and lets you extend a pass, switch to a plan, manage your plan, restart the Mac, get a new password, add an SSH key and withdraw. If you use GPU slices, it also shows your credit and your slices, and lets you top up and create, stop, start and delete a slice.
- **Maintenance account**: a hidden administrator account we keep on every Mac (section 8).
- **Remote management**: the maintenance account and the other tools we use to look after every Mac from a distance, including mobile device management (MDM) (section 8).
- **Machine recovery fee**: what you pay towards our costs if you lock us out of the Mac by breaking these terms and it has to be recovered: at most $699 (section 7).
- **Consumer**: a person who buys for purposes outside their trade, business, craft or profession.
- **Business customer**: anyone who buys for their trade, business, craft or profession.
- **Apple licence**: Apple's Software License Agreement for macOS, currently the version for macOS 27, published at apple.com/legal/sla.
- **GPU slice** or **slice**: a separate Linux system on a physical machine shared with other customers, with its own reserved memory, CPU cores, disk and GPU memory and a share of the computing power of an NVIDIA GPU, paid at hourly rates from your credit (section 22). A slice is not a Mac and not a rental.
- **Credit**: the prepaid balance, in US dollars, that pays for slices and only for slices (section 22).
- **Top-up**: one payment that adds credit.

3. The service

This section is about the Mac. GPU slices are a separate service, described in section 22.

- You rent a whole physical Mac mini with an Apple M6 chip with a 12-core CPU, 16 GB of memory and a 256 GB SSD. The pricing page shows the current specification.
- The Mac is in a datacenter in the European Union.
- It is rented to one customer at a time. It is not a virtual machine, and nobody else uses it during your rental.
- You can rent more than one Mac at the same time. Each Mac has its own rental, with its own dates and payments, and My account shows them all.
- It runs the latest macOS available when we prepare it. You get full administrator rights.
- Every Mac stays under our remote management during your rental (section 8). Your administrator rights do not include the right to remove it.
- You connect with a remote-desktop app and over SSH. The remote-desktop app is made by another company, and using it may require you to accept that company's terms.
- Support is by email in English, Spanish, Portuguese, French, Turkish and Arabic. People from the team answer, not a bot.
- Xcode is not preinstalled. You install it yourself (section 5).
- The service does not include an Apple Account or an Apple Developer Program membership. You need your own Apple Account, and your own Apple Developer Program membership to publish apps.

4. Apple's licence conditions

Apple allows a Mac running macOS to be rented only under the conditions in section 3 of the Apple licence, "Leasing for Permitted Developer Services". These conditions are part of our contract with you for every Mac you rent. They do not apply to GPU slices, which do not run macOS (section 22).

1. **At least 24 consecutive hours.** Every Mac rental lasts at least 24 consecutive hours. We do not rent a Mac by the hour.
2. **Only you use and control the Mac.** During your rental you have sole and exclusive use and control of the Mac and of macOS on it. We give only administrative support, as described in section 8.
3. **Development use only.** You may use the Mac only for what Apple calls Permitted Developer Services: continuous integration and the work around it, such as software development, building software from source code, automated testing during development, and running the developer tools these tasks need. The Acceptable use policy gives examples.
4. **You accept Apple's terms.** Before you use the Mac you must read and accept the Apple licence. You must also accept the licence of any Apple or third-party software you install, including Xcode. At checkout you confirm that you accept the Apple licence.
5. **One person controls the screen at a time.** Under the Apple licence, only one remote session at a time may control the Mac. Other sessions may only watch.
6. **Virtual machines.** The Apple licence allows up to two extra copies of macOS in virtual machines on a Mac, for purposes such as development and testing. We do not use this right on your Mac, so it is yours, within the licence limits.

7. **Privacy settings.** We may have preset some macOS privacy settings, such as Analytics and Location Services. You can change them. Apple is not responsible for how we set them.
8. **Our responsibility to Apple.** The Apple licence makes us responsible for making sure you follow it. If you break it, your rights under the Apple licence end automatically, and we must stop your use of the Mac as soon as we find out or Apple tells us (section 18).

If a rental ends before 24 hours have passed, for example because you withdraw, we do not rent that Mac to anyone else until 24 hours after your rental started.

5. Xcode and your Apple Account

- So that the Xcode licence is between you and Apple, you download Xcode from the App Store with your own Apple Account and accept the Xcode and Apple SDKs Agreement yourself. We never accept it for you.
- Use your Apple Account on the Mac only inside Xcode, the App Store, App Store Connect and Transporter.
- Do not sign in to iCloud in System Settings, and never turn on Find My on the Mac. Find My turns on Activation Lock, which ties the Mac to your Apple Account and stops us from resetting it after your rental (section 7).
- Apple may ask for a two-factor code when you sign in. Keep one of your trusted devices at hand.
- Before your rental ends, download your files, export any signing certificates you want to keep and sign out of your Apple Account. When it ends, everything is deleted for good (section 13).
- Apple decides on App Store review, developer accounts and its other services. We are not responsible for Apple's decisions.

6. What the Mac cannot do

A Mac is not an iPhone. These terms, which you accept before you buy, describe these limits, so they are part of what the service is, not faults:

- You can run the iOS apps you build only in the iOS Simulator that comes with Xcode.
- You cannot connect a physical iPhone or iPad to the rented Mac.
- You cannot test hardware features such as the camera, Face ID, Touch ID, NFC, Bluetooth, cellular data or motion sensors.
- Performance in the Simulator does not match a real device.
- To test on a real device, install your build on your own iPhone or iPad through TestFlight.
- iOS and iPadOS cannot run in a virtual machine on the Mac.

7. Your duties

You must:

1. Keep your access details, and the sign-in links we email you, private. You may change your macOS password on the Mac, but the password shown in My account then no longer works: to get a new password that My account shows, use New password there. A new password may leave your macOS keychain empty, so passwords saved in it may be lost; your files are not touched. You are

responsible for what happens under your access, unless it happens without any fault of yours, for example because of a security problem on our side. Tell us straight away if you think someone else has it.
2. Follow section 5: no iCloud sign-in in System Settings, no Find My and no Activation Lock.
3. Keep our remote management working. Do not delete, lock, rename or change the maintenance account, remove its administrator rights or change its password. Do not turn off SSH or Screen Sharing for it, and do not block our access with a firewall or other software. Do not remove, disable or get around any management profile or tool we install, including MDM, for example by changing system settings, using third-party tools, reinstalling macOS or erasing the Mac.
4. Not encrypt the Mac's disk. This means no FileVault, and no encryption of the startup disk or of any other whole volume, whether with macOS or with other software. Encrypted files and encrypted disk images inside your user folder are fine, and so is the macOS keychain.
5. Not set a firmware password, a Recovery Lock password or any other password that is asked for at startup or in macOS Recovery, and not change startup or security settings in a way that stops the Mac from coming back online by itself after a restart.
6. Follow the Acceptable use policy and the Apple licence.
7. Keep your own copies of important work. We make no backups of your Mac, during or after your rental, and when it ends everything on it is deleted for good (section 13).

If you lock us out

Some changes stop us from reaching or resetting the Mac: turning on Find My or Activation Lock, encrypting the disk, setting a startup password, or removing or blocking our remote management (duties 2 to 5). If we find one, we email you, ask you to undo it by a reasonable deadline, and tell you that the machine recovery fee below may apply if you don't. If you break duty 2, 3, 4 or 5 and we cannot reset or reach the Mac, you must help us fix it, for example by removing the Mac from Find My.

Machine recovery fee. The fee applies only if all of these are true:

- you broke duty 2, 3, 4 or 5;
- you did not undo the change by the deadline in our email;
- as a result we cannot reach or reset the Mac remotely and have to recover it by other means, for example with a technician working on the Mac at the datacenter, by reinstalling macOS from another Mac, or by going through Apple's own process to remove Activation Lock, which can take several days.

The normal reset we do at the end of every rental (section 13) is included in your price and never leads to this fee.

- **What it covers.** The fee is our genuine advance estimate of what one such recovery costs us: the technician's time, the work of the datacenter staff on site, reinstalling and checking the Mac, and the days during which nobody can rent it. It is not a fine, and it is never more than $699.
- **Only if it is your fault.** You pay nothing if the change happened without any fault of yours, for example because of a problem on our side.
- **If you are a consumer**, you pay only the costs we actually had and can show, up to $699. With the invoice we send you a breakdown of those costs and the documents that support them. We never charge the fee to your card automatically: you pay it within 14 days of the invoice. If you disagree

with it, reply to the invoice and we review it with you. You keep all your legal rights to contest it.
- **If you are a business customer**, the fee is a fixed $699. You may show that our cost was lower, or that we had no cost, and then you pay only the lower amount. We may also claim any higher loss that we can prove. If you agreed to it at checkout, we may charge the fee to the payment method you saved with Stripe. Otherwise you pay it within 14 days of the invoice.
- The fee does not stop us from suspending access or ending the contract under sections 12 and 18.

8. Our maintenance account and remote management

Every Mac is under our remote management, and by accepting these terms you agree to it.

- **Today** this means a hidden administrator account that we use for maintenance. It does not appear on the login screen or in System Settings, but it is there, and you have a right to know. We use it together with SSH and macOS Screen Sharing.
- **Later** we may add other remote management tools, including mobile device management (MDM). MDM puts a management profile on the Mac. With it we can, for example, read the Mac's technical status, apply security settings and updates, and lock or erase the Mac from a distance. We tell you by email before we add MDM to a Mac you rent. The same purposes and limits apply to it.

We use remote management only to:

- prepare the Mac and, once you have paid, create your user account automatically;
- run an automatic check, every minute, that the Mac is reachable and manageable, for example that remote access works and that Activation Lock is off. The check reads the Mac's technical status, including whether a remote session is open and for how long the keyboard and mouse have been idle, never your files or what you do on the Mac;
- keep the Mac in a state in which it can be reset, for example by checking that FileVault, Find My and Activation Lock are off;
- carry out what you ask for in My account, such as a restart, a new password or adding your SSH key, and help you when you ask us to;
- delete your account and files when your rental ends, and reset the Mac (section 13);
- deal with a security incident, abuse or a legal obligation (sections 12 and 18).

We do not open your files or watch your screen, except when you ask for help or in the cases in sections 12 and 18. If we need to connect to your screen for maintenance, we tell you first, unless there is an emergency. We do not install macOS upgrades during your rental without your agreement; we announce urgent security updates by email before we install them, unless there is an emergency. We lock your account on the Mac from a distance only when your rental ends (section 13), when you withdraw (section 15) or to suspend access under section 12, and we delete your account and files and erase the Mac only as section 13 describes.

9. Your files

Your files stay yours. You are responsible for what you put on the Mac and for having the right to use it. We process your files only to provide the service, as described in the Privacy policy.

If you are a business customer and your files contain personal data your company is responsible for, we process that data on your behalf. A data processing agreement (GDPR Art. 28) is available on request.

10. How a contract is made

1. You choose the 24-hour pass, the 7-day pass, the monthly plan, the 3-month plan or the 6-month plan on our pricing page. If you already rent a Mac, you can also buy more time, a plan or another Mac in My account.
2. Before you pay, in the box on our website, you accept these terms, the Acceptable use policy and the Apple licence by ticking it. You also actively ask us to start the service straight away, within the withdrawal period (section 15). This request is needed to buy online.
3. You go to a checkout page hosted by Stripe, our payment provider. You don't need to sign up first: your first payment opens My account for you.
4. You enter your email address, payment details and billing details. Business customers also enter their company name and VAT number.
5. You can check and correct everything you entered before you press the payment button.
6. The contract is made when Stripe confirms your payment. You get a receipt by email.

You must be at least 18 years old to buy.

By buying, you confirm that the details you give are true, that you are entitled to use the payment method, and that you are not subject to EU, UN or US sanctions and will not use the Mac from or for a sanctioned country or region (Acceptable use policy, section 3).

Contracts are made in English. We keep every version of these terms and can send you the one that applied to your order. You can also save or print this page.

11. Handover, duration and renewals

Handover

- When Stripe confirms your payment, our system prepares your Mac by itself. It is usually ready within a few minutes.
- Your access details then appear in My account: your macOS username and password, the remote-desktop details and, once you add your SSH key there, the SSH command. We also email you that your Mac is ready, with a link to My account. That email contains no password.
- Your rental starts when our system creates your access on the Mac, a few minutes after your payment. My account shows the exact start and end time.
- If we cannot get your Mac ready within a few minutes, My account tells you, and we write to you. You can then wait for it or cancel for a full refund. Your rental starts only when your access is created, so you lose no time.
- If a payment looks fraudulent, or we need to check sanctions rules, we may suspend access and ask you to confirm who you are (section 12). If you don't answer, or we cannot confirm it, we end the contract and refund you in full.

24-hour pass and 7-day pass

- A 24-hour pass lasts 24 consecutive hours from the start of your rental. A 7-day pass lasts 7 consecutive days (168 hours) from the start of your rental. A pass then ends by itself. It does not renew.
- To keep the Mac for longer, extend your pass in My account with another 24-hour pass or 7-day pass, up to 5 minutes before it ends. The new pass starts right after the current end time, on the same Mac, with your files where you left them. Each pass is a separate contract (section 15).
- You can also switch to a plan on the same Mac in My account, up to 5 minutes before your pass ends. You pay for the plan straight away, but its first period starts when your pass ends, so you lose none of your pass. Its periods are then counted from the end of your pass, while its renewal dates follow the date you paid, so each renewal is charged some days before the period it pays for begins.
- We email you 2 hours before your pass ends and again 30 minutes before, with a link to My account, where you can extend it.

Monthly plan

- The monthly plan starts when your rental starts and renews automatically every month until you cancel it. Stripe charges your payment method on the renewal date shown in the Stripe customer portal, which you open from My account.
- Renewal dates follow your payment date. The end of your rental is counted in whole periods from the start of your rental, so you always get the full period, and it never comes before the end of the period you have paid for. A month ends on the same day and time of the next month, or on its last day if that month is shorter. The 3-month and 6-month plans count periods of 3 or 6 months the same way.
- We email you 3 days and 1 day before each renewal, with the date and a link to manage your plan.
- You can cancel at any time in the Stripe customer portal, which you open from My account. Cancellation takes effect at the end of the month you have paid for, and you keep the Mac until then.
- If we change the price of the monthly plan, we tell you by email at least 30 days before the new price applies. You can cancel before then.

3-month and 6-month plans

- You pay for the whole period in advance, at the discount shown on the pricing page. Each renewal is for the same period, at the discounted price that applies on the renewal date.
- Cancellation takes effect at the end of the period you have paid for, and you keep the Mac until then. We do not refund the unused part of a period you cancel, except under your right of withdrawal (section 15) or when section 18 says so.

12. Missed payments, grace period and suspension

Missed payments

This applies to the monthly, 3-month and 6-month plans, which renew. Passes do not renew.

- If a renewal payment fails, Stripe emails you a link to update your payment method and pay. We also email you the time your rental will end if the payment is not made, and that your files will then be deleted. My account shows that time, with a link to the Stripe customer portal.
- You have 24 hours from the failed renewal to fix the payment. During those 24 hours your access stays open: you can keep using the Mac, and we do not reset it or touch your data. If you pay within that time, your plan continues as before.
- If the payment still has not gone through after 24 hours, the rental ends, but never before the end of the period you have already paid for. Section 13 then applies: our system locks your access and, within minutes, deletes your account and all your files. We keep no copy.
- When a rental ends this way, we cancel your subscription and its unpaid invoices in Stripe just before your access is locked, so no later charge is made.

Chargebacks and fraud

- If you think a charge is wrong, write to us first. We answer quickly and refund what we owe you.
- If you open a chargeback or payment dispute with your bank or card issuer, we may suspend access to the Mac while the dispute is open. We do not delete anything during that time.
- If the dispute is decided in your favour, the contract ends and section 13 applies to your data. If it is decided in our favour, we restore access. If you are a business customer and the dispute was unjustified, you also pay the dispute fee Stripe charges us.
- If an order was paid with a payment method the buyer was not entitled to use, or with false details, we end the contract straight away. We may report it to the authorities and keep the related data for them.
- We may refuse new orders from anyone who has paid with a payment method they were not entitled to use, has given false details, or has opened unjustified disputes.

Suspension

We may suspend your access, without deleting anything, if:

- you seriously break these terms, the Acceptable use policy or the Apple licence;
- your use puts the Mac, the network or other people at risk;
- a payment is disputed or looks fraudulent (above);
- the law or an authority requires it.

We tell you before we suspend access, with our reasons, unless an emergency makes that impossible or the law does not allow it. In serious cases we suspend access straight away and tell you right after, with our reasons. Examples: an attack or a spam campaign in progress, a proxy, VPN server or Tor relay that carries other people's traffic, illegal content, a sanctions risk, or a change that locks us out of the Mac (section 7).

We may ask you to confirm who you are before we restore access. We restore access once the reason is gone. If the suspension was caused by your breach, the time lost is not refunded or added to your rental, as far as the law allows.

13. End of a rental and deletion of your data

A rental ends when your pass runs out, when your cancellation takes effect, when the 24 hours in section 12 end without payment, when you withdraw, or when the contract is terminated.

We warn you by email before the end, so that you have time to download your files and export your signing certificates: 2 hours and again 30 minutes before a pass ends, 3 days before a cancelled plan ends, and as soon as we see that a renewal has failed. These emails tell you when your rental ends and that everything on the Mac will then be deleted.

When it ends:

1. Your access stops: our system locks your account on the Mac by itself, usually within a few minutes of the end.
2. Straight after, our system deletes your macOS account and all your files from the Mac. We make no backup and keep no copy, so we cannot get them back.
3. We email you that your rental has ended and that your account and files are deleted.
4. We reset the Mac by erasing all its content and settings before anyone else uses it.

Good to know:

- Download what you need before the end. After it there is nothing we can send you or restore, on a new rental or in any other way.
- Deleting your account removes your user folder. Anything you stored elsewhere on the Mac, such as software installed for the whole system, stays out of your reach until step 4.
- If the Mac is off, its disk is encrypted or our access has been blocked, the deletion happens as soon as we can reach the Mac, or at the latest in step 4.
- If Activation Lock is on, for example because Find My was left on, our system neither locks your account nor deletes anything. It alerts the team, and your account and files stay on the Mac until this is solved (section 7). We then delete them as above.
- We keep none of your files. We keep records, such as invoices, payments and rental dates; the Privacy policy lists them all and for how long.
- We never delete your files or reset a Mac without warning you first: by email or, if you withdraw in My account, in the window where you confirm. The only exception is when the law or an authority requires us to act differently, for example with illegal content. In such a case we may also have to keep what the law or the authority requires.

14. Prices, VAT and invoices

- We sell through Stripe's Managed Payments. On the checkout page and on your bank statement the sale appears as sold through Link, Stripe's service. Link handles the VAT or sales tax and sends your receipts and invoices. What you get, and your rights towards us, stay as these terms say.
- Prices are shown in US dollars on the pricing page and, for GPU slices, on the GPU slices page. For consumers they include VAT where it applies.
- If you are a business and give a valid VAT number at checkout, Link applies the VAT rules for business customers.
- Customers outside the EU may have to pay local taxes.

- You pay through Stripe. Card details are entered only on Stripe's pages, never on our website. 3D Secure is supported.
- Link emails you a receipt and an invoice for every payment. For a plan, you can also manage your payment method and see your invoices in the Stripe customer portal, which you open from My account.
- There are no setup fees. Your bank may charge its own fees, for example for currency conversion. We ask for more than the price only if you break these terms: the machine recovery fee in section 7 and, for business customers, the other amounts in sections 7 and 12.

15. Your right of withdrawal

If you are a consumer in the EU, you can withdraw from a contract within 14 days without giving a reason.

- For the 24-hour pass and the 7-day pass, you ask at checkout for the service to start straight away, and you confirm that you know you lose the right of withdrawal once the pass has been fully provided. You lose it at that point. If you withdraw earlier, you pay only for the time already provided, in proportion to the length of the pass. Each pass you buy to extend a rental is a separate contract, with its own 14 days.
- For the monthly, 3-month and 6-month plans, you also ask at checkout for the plan to start straight away. You can withdraw within 14 days of your first payment and pay only for the days already provided. If you switch from a pass to a plan, the 14 days start when you pay for the plan.
- For a top-up of credit for GPU slices, section 22 gives the rules.

From a Mac rental you can withdraw online in My account, with the withdrawal button of that Mac, or by email. The withdrawal page explains both and how refunds work, and includes the model withdrawal form. Business customers have no legal right of withdrawal. Withdrawing from a Mac rental ends it and section 13 applies, so download what you need first.

16. Availability and support

- We work to keep your Mac running and reachable, but we cannot promise that it will never be interrupted. Hardware, power, network and software can fail.
- We do not offer a service level agreement (SLA) or a guaranteed uptime percentage. For outages you have the remedies in this section and those the law gives you, nothing more.
- If we plan work that affects your Mac, we tell you in advance by email.
- If your Mac fails, we repair it or move you to another Mac, with your data where possible.
- If you lose access for a significant time because of a problem on our side, we extend your rental by the time lost or refund that part of the price, as you prefer.
- If you are a consumer, you also have the legal guarantee of conformity for digital services under the law of your country. These terms do not limit it.
- We answer support email.

17. Liability

For everyone. Nothing in these terms limits liability for intent or gross negligence, for death or personal injury, or in any other case where the law does not allow a limit.

Consumers. We are liable to you under the law, without the limits below. These terms do not take away any right the law gives you as a consumer, such as the legal guarantee of conformity, the right of withdrawal, or the right to a price reduction or a refund.

Business customers. Except in the cases under "For everyone", and as far as the law allows:

- our total liability for all your claims connected with the service, together, is limited to the amount you paid us in the 3 months before the event that caused the damage;
- we are not liable for indirect or consequential loss, such as lost profit, lost business or lost data that your own backup would have saved.

What we don't control. We are not responsible for Apple's decisions, for what Apple, Stripe or the remote-desktop provider do under their own terms with you, or for loss caused by changes you make on the Mac as its administrator. This does not reduce our responsibility for providing the service described in these terms.

Your responsibility. You are responsible for how you and anyone you let use the Mac use it. If you are a business customer, you protect us against any claim, fine or cost, including reasonable legal fees, that someone else or an authority brings against us because you or your users broke the law, the Apple licence, these terms or the Acceptable use policy, unless we caused it ourselves. We tell you about such a claim promptly and let you take part in the defence. A consumer is liable as the law provides.

18. Ending the contract

You.

- A pass ends by itself. You can cancel the monthly plan at any time (section 11).
- If we seriously break the contract, you can end it straight away and get back what you paid for the time not provided.

Us.

- We can end the monthly plan with 30 days' notice by email, for example if we stop the service. You pay nothing for the time after it ends.
- We can end any contract straight away if you seriously break these terms, the Acceptable use policy or the Apple licence. Examples: using the Mac against the law, attacking other systems, sending spam, mining cryptocurrency, running a proxy, VPN server or Tor relay for other people's traffic, use from or for a sanctioned person or country, giving access to people the Acceptable use policy does not allow, paying with a payment method you are not entitled to use, or locking us out of the Mac (section 7).
- The Apple licence requires us to stop your use straight away when we find a breach of it.
- We tell you by email that we are ending the contract and why, and that your files will be deleted. Section 13 then applies to your data, unless the law requires something different.

- If we end the contract because you seriously broke it, a business customer gets no refund for the unused time. A consumer gets back the price of the time not provided, less any amount the consumer owes us and has accepted or a court has confirmed, such as the machine recovery fee.

19. Changes to these terms

- We may change these terms for a valid reason, for example a change in the law, in the Apple licence or in how the service works.
- If you have a monthly plan, we email you the changes at least 30 days before they apply. If you don't agree, you can cancel before then.
- A pass you have already bought stays under the terms that applied when you bought it.

20. Governing law and courts

- If you are a consumer, you keep the protection of the mandatory rules of the country where you live. You can bring a claim in the courts of that country. If you live in the EU, we can bring a claim against you only in the courts of the EU country where you live.
- If you have a complaint, write to us first at team@solorack.com. We will try to solve it directly.

21. Other rules

- If a clause is invalid, the rest of these terms stays valid.
- These terms, the Acceptable use policy and the information on the pricing page or the GPU slices page at the time of your order make up the whole contract. If you are a consumer, the law may also make other things part of it, such as the information we gave you before you bought and our public statements about the service, and this clause does not exclude them.
- We send notices to the email address you used at checkout, or to the one you set later in the Stripe customer portal. You can send notices to team@solorack.com.

22. GPU slices

GPU slices are a second service, separate from the Mac rental. They change nothing about your Macs: a slice is not a rental, and credit cannot pay for a Mac.

Sections 3 to 8, 11 and 13 are about Macs and do not apply to a slice. A slice does not run macOS, so the conditions of Apple's licence, including the 24-hour minimum, do not apply to it, and it has no minimum length. The other sections apply to slices and top-ups too, with the changes in this section: where they say Mac or rental, read slice, except in what they say about a Mac rental, a pass or a plan.

What a slice is

- A slice is a separate Linux system, running Ubuntu, on a physical machine that we share between several customers. You do not get the whole machine, and all the slices on it use the same NVIDIA GPU.
- It comes in two sizes. The GPU slices page shows the current specification.

  - **Small slice**: 4 GB of memory, 3 virtual CPU cores, a 100 GiB disk and 2.5 GiB of GPU memory.
  - **Large slice**: 8 GB of memory, 6 virtual CPU cores, a 200 GiB disk and 5 GiB of GPU memory.
- The memory, CPU cores, disk and GPU memory of your size are reserved for your slice. We set these limits from outside it, and you cannot change them from inside. The computing power of the GPU is not reserved: all slices share it, with no quota. Each program that uses the GPU takes about 236 MiB of your GPU memory just by running, so a small slice can run about 10 such programs at once and a large slice about 21.
- You have root access. You connect only over SSH, with the SSH key you give when you create the slice. There is no password and no remote desktop, and Docker is not included.
- Your slice has internet access at up to 100 Mbit/s down and 40 Mbit/s up, through our server. It reaches only the internet: not the machine it runs on, not other slices and not our internal network. Port 25 is closed.
- There is no maintenance account inside your slice. Our system manages it from the machine it runs on and reads only what the Privacy policy lists. We do not open your files, except when you ask for help or in the cases in sections 12 and 18.

Credit and top-ups

- You pay for slices with prepaid credit. A top-up adds $10, $25 or $50, paid by card on a checkout page hosted by Stripe.
- Section 10 applies to a top-up, except that you choose it on the GPU slices page or in My account, and you do not accept the Apple licence.
- Your credit goes up by the full amount of the top-up. It is yours, not tied to one slice, and it does not expire. You keep it when you have no slices.
- If you already have a slice, top up in My account, so that the credit reaches that slice. If you top up from another email address and the credit does not reach it, write to team@solorack.com and we move it.
- My account shows your balance, rounded down to the cent, and how many hours it lasts at your current use.

What a slice costs

The rates, in US dollars, including VAT where it applies:

- **Small slice**: $0.70 an hour running, $0.14 an hour stopped.
- **Large slice**: $1.40 an hour running, $0.28 an hour stopped.

We count by the minute and take the amount from your credit. A slice keeps the rates that applied when you created it. There are no other fees, and nothing renews.

- **Running rate**: every minute your slice is on and its connection to our server is up, from the first minute it is on.
- **Stopped rate**: every minute your slice is stopped on purpose, by you or because your credit ran out, while the machine and its connection to our server are up.
- **Nothing**: every minute you cannot reach your slice because of a problem on our side: the machine is off, its connection to our server is down, or the slice should be running and is not, for example because it does not start or is paused to cool down. You also pay nothing after you delete a slice.

If you cut yourself off from inside the slice, for example by turning off SSH, the running rate still applies.

Charges stop at your balance. Any minutes beyond your credit are on us, and a later top-up does not pay for them.

Low credit and zero credit

- We email you when about 2 hours of credit are left at your current use, and again when about 30 minutes are left, so that you can download your files or top up. After each top-up the warnings start again. Our emails about credit and slices are in English.
- When your credit reaches zero, all your slices stop by themselves and your access closes straight away, unlike a Mac plan, where access stays open during the 24 hours in section 12. Your disks are kept, and we email you the time of the deletion.
- For the next 24 hours a top-up saves everything. Your slice does not restart by itself: press Start in My account. Because access is closed, you need to top up to download anything.
- If you do not top up within those 24 hours, your slices and everything on them are deleted, with no copy. We email you when this is done.
- The 24 hours also run while the machine is off or unreachable, so after an outage you may have less time to download. A top-up still saves your slice, even while the machine is off.
- A top-up that comes after the deletion has started cannot save the slice. The amount stays as your credit, and you can get it back as described below.
- We do not delete while a top-up of yours is still open, or paid but not yet added to your credit, or while we cannot check with Stripe or reach the machine.

Stopping, starting and deleting

- **Stop** closes access and frees the memory and the GPU. The disk and your place on the machine stay yours, at the stopped rate, until you delete the slice or it is deleted because your credit has stayed at zero for 24 hours.
- **Start** turns the same slice on again. Start and creating a slice need credit for at least one hour of your total use, and the machine must be reachable.
- If your slice shuts down from inside or runs out of memory, our system turns it on again. To stop paying the running rate, use Stop in My account.
- **Delete** removes the slice straight away, after you confirm. It cannot be undone. Your credit stays yours.
- When a slice is deleted, by you or at zero credit, its files can no longer be found on the machine, even by reading the disk directly. We make no backup and keep no copy, so we cannot get them back: download what you need first. We keep records, such as the dates of the slice and your credit ledger; the Privacy policy lists them all and for how long.

What you can rely on, and what you cannot

These terms, which you accept before you top up, describe these limits, so they are part of what a slice is, not faults.

You can rely on:

- the reserved memory, CPU cores, disk and GPU memory of your size;

- paying only as this section describes, and nothing for a slice that does not start;
- not seeing other customers' programs and GPU memory use in `nvidia-smi`, and them not seeing yours. Figures for the whole GPU, such as its load and temperature, are visible from every slice: you can see that it is busy, not who is using it;
- your slice carrying on if another slice's program crashes or runs a long job on the GPU, even if it slows down;
- your files being gone, with no copy, once the slice is deleted.

You cannot rely on:

- a minimum computing speed. The GPU works in turns, in equal parts for each program and not for each slice, so your speed depends on what else is running, and a slice that runs more programs gets more;
- finding the GPU free;
- GPU memory above your limit. Even if a program gets it, it can be taken back as soon as another slice needs its share, and the cost falls on your slice's memory, up to stopping your slice;
- a fixed disk speed, if another slice is writing heavily;
- a fixed internet speed. 100 Mbit/s down and 40 Mbit/s up is the most one slice gets, and all slices together share 200 Mbit/s down and 80 Mbit/s up;
- finding a place free. Places are limited and credit does not reserve one. We show what is free before you pay, and if no place is free when you create a slice, your credit stays yours;
- a service that is always on. All slices run on one machine: if it fails or needs work, they all stop;
- getting your data back. There are no backups: if the disk fails, your data is lost, and your credit stays yours. Keep your own copies of important work.

Section 16 applies, except that we do not move a slice to another machine or restore it, and that instead of extending your time you pay nothing for the minutes described above.

Your access

- Keep your SSH private key private. You are responsible for what happens under your access, unless it happens without any fault of yours, for example because of a security problem on our side. Tell us straight away if you think someone else has it.
- My account cannot change the key of a slice, but you can add more keys from inside it. If you lose the only key, you can only delete the slice and create a new one.
- Follow the Acceptable use policy, which has a section on slices.

Refunds of unused credit

You can get your unused credit back at any time:

1. Delete all your slices.
2. Write to team@solorack.com from the email address you paid with.
3. We set your balance to zero and refund that amount through Stripe, to the payment method you used. The team does this by hand. If Stripe refuses the refund, we put the credit back. You cannot get back more than you paid in top-ups, less what we have already refunded.

Your right of withdrawal

Each top-up is a separate contract. If you are a consumer in the EU, section 15 applies to it in this way:

- At checkout you ask for the credit to be available straight away, within the withdrawal period, and you confirm that you know you lose the right of withdrawal once that credit has been fully used. You lose it at that point.
- Until then, you can withdraw within 14 days of the top-up. You pay only for the credit already used, and we refund the rest within 14 days of receiving your withdrawal, to the payment method you used.
- A top-up has no withdrawal button in My account: you withdraw by email to team@solorack.com, as the withdrawal page explains. You can use its model form.
- The amount we refund leaves your credit. If your credit then reaches zero, the rules on zero credit above apply to your slices, so download what you need first.

Chargebacks, serious breaches and ending

- **Chargebacks.** Section 12 applies to top-ups, with these differences. If you open a chargeback or payment dispute on a top-up, we take its amount out of your credit, even if your balance then goes below zero, and your next top-up covers that first. If your balance is then at zero or below, the rules on zero credit above apply, including the deletion after 24 hours, so the sentence in section 12 that we do not delete anything during a dispute does not apply, and a top-up saves your slices only if your credit ends up above zero. If the dispute is decided in your favour, that top-up ends and your slices follow the rules on credit in this section: section 13 does not apply.
- **Serious breaches.** Where sections 12 and 18 let us suspend access or end the contract because of a serious breach of these terms, a risk to the machine, the network or other people, or a legal requirement, we may close your slice in place of suspending it. Closing works like Delete: everything on the slice is deleted at once, with no copy, unless the law or an authority requires something different. The words “without deleting anything” in section 12 do not apply to a slice we close. Section 12 says when we tell you first, and we always tell you what we did and why. Your unused credit stays yours, less any amount you owe us and have accepted or a court has confirmed. This applies to business customers too: the sentence in section 18 that they get no refund for the unused time is about Macs.
- **Ending.** There is nothing to cancel. A top-up is a one-off payment, and a slice ends when it is deleted.

Acceptable use policy

This policy is part of our Terms of service. It applies to everyone who uses a Mac rented from SoloRack or a GPU slice (section 6).

1. The Mac is for development work

Apple's macOS licence lets us rent out a Mac only for development work, which Apple calls Permitted Developer Services. You may use the Mac to:

- write, build, sign and publish software;
- build software from source code;
- run automated tests, the iOS Simulator and other developer tools;
- run continuous integration, for example as a self-hosted runner;
- let coding agents build and test your projects;
- run AI agents, such as OpenClaw, around the clock for your development and automation work.

Using a browser, email or chat as part of that work is fine. The Mac is not meant to be a general office computer, a media workstation, a gaming machine or a server for the public.

2. Who may use the Mac

- Only you may use the Mac. If you are a business customer, your own staff and contractors working on your projects may use it too.
- Do not resell, sublease, lend or share access with anyone else, and do not offer the Mac as a service to others.
- Only one remote session at a time may control the screen. Other sessions may only watch.

3. What is not allowed

You may not use the Mac, or help anyone else use it, for:

1. **Cryptocurrency mining**, or any similar use of the processor, memory, storage or network to earn money or rewards, such as proof-of-space farming or paid distributed-computing networks.
2. **Spam**: unsolicited or bulk email, messages or comments, including through forged headers or relays, and creating accounts on other services in bulk.
3. **Malware**: creating, storing, running or spreading viruses, ransomware, spyware, botnets or other malicious code.
4. **Attacks and scanning**: denial-of-service attacks, port or vulnerability scans, password guessing, traffic interception, or any access to systems you don't own and have no written permission to test. This includes our own network, the datacenter, other Macs we rent out and our remote management. Testing those always needs our written permission first.
5. **Illegal content**: storing or sharing content that is illegal, including child sexual abuse material, terrorist content and content that infringes other people's rights.

6. **Piracy**: using or sharing software, media or other works without a licence, cracking licence checks, or removing copy protection.
7. **Proxies, VPNs and selling traffic**: running a proxy, a VPN server or exit node, a Tor relay of any kind, an open mail relay or any similar service that carries other people's traffic; installing apps that share or sell your bandwidth; or selling, renting or sharing the Mac's internet connection or IP address. Connecting the Mac as a client to your own company's VPN, or using an SSH tunnel yourself for your development work, is fine.
8. **Heavy network use** that has nothing to do with development and puts a strain on the datacenter network, such as hosting files for download, streaming video to others or seeding torrents.
9. **Reselling or sharing access**, as described in section 2.
10. **Sanctioned persons and countries**: use from or for a person, company, country or region under EU, UN or US sanctions or embargo, or for developing weapons of mass destruction.
11. **Production hosting for others**: serving websites, apps, APIs, game servers or other services to end users. Test servers that you and your team use during development are fine.
12. **Fraud**: phishing, impersonating others, or paying for the service with a payment method you are not entitled to use.
13. **Breaking Apple's licence**: for example running more virtual machines than the licence allows, running iOS or iPadOS in a virtual machine, or interfering with the camera, microphone or screen-recording indicators.
14. **Locking us out**: turning on FileVault or encrypting the startup disk or any other whole volume; setting a firmware, Recovery Lock or other startup password; signing in to iCloud in System Settings or turning on Find My, which turns on Activation Lock; changing or removing the maintenance account; or removing, disabling or getting around our remote management, including mobile device management (MDM). Section 7 of the Terms of service explains these duties and when the machine recovery fee, up to $699, applies if the Mac has to be recovered.
15. **Anything else that breaks the law.**

4. How we handle abuse

- We do not monitor your files or your screen. We act on reports we receive and on technical signs of abuse, such as unusual network traffic reported by the datacenter, or our automatic check showing that our remote management no longer works.
- When we receive a report about your Mac, we check it. We normally contact you first and ask you to explain or fix the problem.
- If the problem is serious, we may suspend access to the Mac or its network straight away. Examples: an attack or spam campaign in progress, a proxy or Tor relay carrying other people's traffic, illegal content, a sanctions risk, a breach of Apple's licence, a change that locks us out of the Mac, or an order from an authority. Suspending access does not delete your data.
- We tell you by email what we did and why, which facts and rules our decision is based on, and how to reply. You can contest our decision by replying to that email.
- We may ask you to confirm who you are before we restore access.
- For serious or repeated breaches we may end the contract, as section 18 of the Terms of service explains.
- When the law requires it, for example when someone's life or safety may be at risk, we inform the authorities and keep the related data for them.

5. Reporting illegal content or abuse

Anyone can report illegal content or abuse coming from a Mac we rent out or a GPU slice. The same address is our single point of contact under the EU Digital Services Act, for authorities, the European Commission, the European Board for Digital Services and users of our service.

- Email: team@solorack.com, with the subject “Abuse report”
- Languages: English, Spanish, Portuguese, French, Turkish and Arabic

Please include:

1. why you think the content or activity is illegal or abusive;
2. where it is: the IP address, URL or other details, and the date and time with the time zone;
3. your name and email address, unless the report is about child sexual abuse material;
4. a statement that you believe, in good faith, that your report is accurate and complete.

We confirm that we received your report, handle it without undue delay and tell you what we decided.

6. GPU slices

Sections 2 to 5 apply to GPU slices too: where they say Mac, read slice. Section 1, the rule in section 2 about remote sessions on the screen, and points 13 and 14 of section 3 are about Apple’s licence and the Mac, so they do not apply to a slice. You may use a slice for computing work, such as building and running software, training and testing models, and batch jobs. Where sections 2 to 5 say development, for a slice read this work.

For a slice, these rules also apply:

- **Mining.** The ban in point 1 of section 3 also covers the GPU.
- **Your limits.** Do not try to get around the limits of your slice: its memory, CPU cores, GPU memory, network speed or what it can reach. Your slice reaches only the internet, and port 25 is closed. Using CUDA managed memory above your GPU memory limit is not a breach, but you cannot rely on it: section 22 of the Terms of service explains why.
- **Other slices and our machines.** Do not try to get out of your slice, or to reach or read the machine it runs on, other slices, what they leave in the GPU’s memory, or our network. Point 4 of section 3 covers this, and testing it always needs our written permission first.
- **Serious problems.** We handle abuse as section 4 explains, but for a serious problem we may close the slice in place of suspending it. Closing a slice deletes everything on it, with no copy, so the sentence in section 4 that suspending access does not delete your data does not apply to it. Section 22 of the Terms of service explains this.

Right of withdrawal

1. Who has this right

If you are a consumer in the EU, you can withdraw from a contract with us within 14 days, without giving a reason. A consumer is a person who buys for purposes outside their trade, business, craft or profession.

Business customers have no legal right of withdrawal.

This page is about Mac rentals. A top-up of credit for GPU slices works differently, and section 22 of the Terms of service gives the rules. You withdraw from it by email, as section 5 explains under “By email or post”, and you can use the model form in section 7. What section 5 says about ending a rental and deleting files is about Macs.

2. The withdrawal period

The 14 days start on the day the contract is made, which is the day Stripe confirms your payment. To meet the deadline, it is enough to withdraw in My account, or to send your message, before the 14 days end.

3. The 24-hour pass and the 7-day pass

- At checkout you actively ask us to start the service straight away, within the withdrawal period. You also confirm that you know you lose your right of withdrawal once the pass has been fully provided.
- Before your pass starts, you can withdraw and get a full refund. This applies, for example, to a pass you bought in My account to keep the Mac for longer, which starts only when your current time ends.
- While your pass is running, you can withdraw and pay only for the time provided until you tell us, as a share of the length of the pass. For example, if you withdraw 6 hours into a 24-hour pass, you pay a quarter of the price and we refund three quarters. If you withdraw 2 days into a 7-day pass, you pay two sevenths of the price and we refund five sevenths.
- Once the pass has been fully provided, you can no longer withdraw.
- Each pass is a separate contract with the same rules, including a pass you buy in My account to keep the Mac for longer. Its 14 days start on the day you pay for it.

4. The monthly, 3-month and 6-month plans

- At checkout you actively ask us to start the plan straight away, within the withdrawal period.
- You can withdraw within 14 days of your first payment. You pay only for the days provided until you tell us. For example, if you withdraw after 10 days of a 30-day month, you pay a third of the monthly price. If you withdraw after 10 days of a 3-month plan, you pay a ninth of its price.

- If you switch from a pass to a plan in My account, the plan is a new contract, made when you pay for it. Its 14 days start then, even though its first period starts only when your pass ends. If you withdraw before your pass ends, you pay nothing for the plan.
- Renewals do not start a new withdrawal period.
- After the 14 days you can still cancel at any time in the Stripe customer portal, which you open from My account. Cancelling is not a withdrawal: it takes effect at the end of the period you have paid for (section 11 of the Terms of service).

5. How to withdraw

Before you withdraw, download what you need. Withdrawing ends your rental of that Mac, and within minutes we delete your account and all your files from it, with no copy kept (section 6). To withdraw only from a pass or plan that has not started and keep your current time, write to us instead of using the button.

Online, in My account

1. Sign in to My account with the email address you paid with. We email you a sign-in link: you need no password.
2. On the Mac you want to withdraw for, press the withdrawal button. It is there for 14 days after your latest purchase for that Mac: the first payment, more time, or a switch to a plan. Renewals of a plan do not count.
3. A window shows what withdrawing means. Confirm your withdrawal there.
4. You see the date and time of your withdrawal straight away, and we email you a receipt with them.

By email or post

If you cannot sign in to My account, if the withdrawal button is not there, or if you prefer, send an email to team@solorack.com that says clearly that you withdraw from the contract. Include:

- the email address you used at checkout;
- the date of your order;
- the receipt number, if you have it.

You can use the model form below, but you don't have to.

We confirm by email that we received your withdrawal, with its content and the date and time we received it.

6. What happens after you withdraw

- We end your access to the Mac. When you withdraw in My account, our system locks your account on that Mac straight away, usually within a few minutes, and the whole rental of that Mac ends.
- For a plan, we cancel your subscription in Stripe, so no further charge is made.
- We refund all payments we received for the contract without undue delay, and at the latest within 14 days of the day we receive your withdrawal. If you asked for an immediate start, we deduct the amount for the time already provided (sections 3 and 4).

- We refund to the payment method you used, unless you expressly agree to something else. You pay no fees for the refund.
- Your data is handled as at the end of any rental (section 13 of the Terms of service): within minutes of locking your access we delete your macOS account and all your files from the Mac. We keep no copy and nobody can recover them, so download what you need before you withdraw.

7. Model withdrawal form

Complete and return this form only if you want to withdraw from the contract.

To: SoloRack, team@solorack.com

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service: 24-hour pass (*) / 7-day pass (*) / monthly plan (*) / 3-month plan (*) / 6-month plan (*) / top-up of credit for GPU slices (*)
- Ordered on:
- Email address used for the order:
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (only if this form is sent on paper):
- Date:

(*) Delete as appropriate.