

# Acceptable Use Policy

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## **I. Acceptable Use Policy**

The parties agree to the terms under this Acceptable Use Policy (“AUP”). If not defined in this, capitalized terms have the meanings ascribed to them elsewhere in the Agreement.

## **II. No misuse**

Any Third Parties, Customers or its End User doesn't use and doesn't allow to use the Service to:

- probe, scan or test the vulnerability of any system or network;
- test or reverse-engineer the Service in order to find limitations, vulnerabilities or evade filtering capabilities;
- interfere with the use of the Service - or the equipment used to provide the Service – by customers, authorized resellers, or other authorized users;
- monitor data or traffic on any network or system without authorization of the owner of the system or network;
- collect or use information, such as email addresses, nick names or other identifiers, by deceit (for example by phishing, scamming, password robbery, spidering and harvesting);
- promote any behavior that may result in retaliation against the Company's services, network or website, or Company's employees, officers, agents, affiliates, for example like resulting in denial of service attack;
- arrange directly or indirectly that any of Company's IP space being listed on an abuse database;
- use the Service where failure or fault of the Service could lead to death or injury of any person or to physical or environmental damages

- by persons, organizations, companies or any such legal entities, including affiliates, which are involved or suspected of involvement in activities or causes relating to illegal gambling; terrorism; narcotics trafficking; arms trafficking or proliferation, -development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, as well as weapons of mass destruction or missiles; this applies to any affiliation or part taking in such activities whatsoever;
- create an unusual level of load on the Service via non intentional use of the products included in the Service or by using scripts or applications to access the APIs of the Service.

### **III. No circumvention**

Any Third Parties, Customers or End Customers doesn't use and doesn't allow to use the Service to:

- breach or otherwise circumvent any security or authentication measures;
- alter, disable, interfere with or circumvent any aspect of the Service;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service the End Customer has not been invited to;
- access or search the Service by any means other than our publicly supported interfaces (for example by 'scraping');
- actively withhold or disguise identity or contact information, such as omission, deletion or misreporting of identification or transmission information.

### **IV. Spam, privacy, marketing and unsolicited content**

Any Third parties, Customers or End Customers doesn't use and doesn't allow to use the Service to:

- overload, flood spam, overloading, broadcast attacks or mail-bomb any part of the Service;
- generate or facilitate unsolicited bulk commercial email;
- send unsolicited communications, promotions or advertisements or spam;

- send altered, deceptive or false source-identifying information, including ‘spoofing’ or ‘phishing’;
- promote or advertise products or services other than your own without appropriate authorization;
- businesses relating to gambling; multi-level-marketing; credit repair; list brokers or -rental services; pharmaceutical products; or social media related services like selling retweets, fake-users, likes, etc.;
- use the Service in violation of export laws, -controls, -regulations or sanction policies of the applicable jurisdiction;

Any third party, Customer or End Customers shall further ensure:

- if required by applicable law, post a privacy policy for the commercial usage of the Service;
- make sure that the recipients of any advertisement or commercial mailing, transmitted by a Customer or End Customer have given their consent to receive such email via some affirmative means, such as an opt-in procedure,
- be able to produce the evidence of such consent within 72 hours of receipt of a request by the recipient or Company;
- use reasonable means to ensure that the recipient giving consent is the owner of the email address for which the consent is given;
- honor revocations of consent and notify recipients of the same.

## **V. Prohibited content**

Any third parties, Customers or End Customer does not use and does not allow to use the Service:

- to violate or encourage the violation of the legal rights of others;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose or other malicious or morally repugnant purposes;
- to intentionally distribute viruses, worms, trojan horses, corrupted files, hoaxes, or other terms of destructive or deceptive nature;
- to impersonate or misrepresent your affiliation with any person or entity;

- to publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
- to publish or share content or links to content that is excessively violent or promotes, contains or incites violence, hate speech or creates risks for the safety or health of a person or the public as well as for national security or interferes with an investigation by law enforcement;
- by using false or misleading or deceptive TCP-IP packet header information in emails;
- by distributing software that covertly gathers or transmits user information;
- to defame or violate a person's privacy.

## **VI. Intellectual Property and other Proprietary Rights**

Any third parties, Customers or End Customer does not use and does not allow to use the Service:

- to infringe or misappropriate the rights of a third party in means of copyright, trademark, service mark, invention or other intellectual property or proprietary information;
- to assist in such behavior by displaying another person's trademark without permission;
- to publish another person's trade secrets or violate confidentiality duties;
- to use the Service to download, publish, torrent, distribute, use, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless permission from the owner of the work to use or copy the work in that manner was obtained, or can be derived otherwise from established intellectual property law to copy or use the work or rights in that manner.

## **VII. Consequences of non-compliance with the AUP**

Any failure to comply with the provisions of this AUP by one or a group of Customers or End Customers (each or together "Excluded User") may result in Suspension or termination, or both, of the Service in relation to such non-compliant Excluded User pursuant to the Agreement. In such case the Company or Reseller shall not be liable to Excluded User for

any claims and/or allegations of such Excluded User resulting from or related to the exclusion from the Service. Any third parties, Customers or End Customer is responsible for violations of the provisions of this AUP and shall take best efforts to prevent such violations.

## **VIII. Changes of the AUP**

To address the changing characteristic of the Internet and also the changing and evolving ways of the abuse of it, this AUP may from time to time be amended to further describe or further detail or simply add to or change this AUP and its provisions. Company will provide parties with the then applicable version of this AUP and its changes within a reasonable time frame and shall then reflect such changes towards any third parties, Customers or End Customer and reflect it towards this agreement.