

ACCEPTABLE USE POLICY

ACCEPTABLE USE POLICY – EXPONEA PLATFORM

Version, Effective Date: 1.0., 29th March 2019

1. INITIAL PROVISIONS

- 1.1. The provisions of this Acceptable Use Policy (“AUP”) shall apply to any and all usage of Services provided by Exponea or any of its Affiliate to Customer and any users of the Services (the “Users” or “you”).
- 1.2. The Acceptable Use Policy represents an integral part of our General Terms and Conditions – Exponea Platform and is incorporated by reference. Unless otherwise defined in this Acceptable Use Policy, capitalised terms shall have the meaning set out in the General Terms and Conditions – Exponea Platform.
- 1.3. BY USING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AUP. The violation of this AUP shall represent the material breach of the Agreement with consequences as stipulated in the respective Agreement.

2. PROHIBITED ACTIONS

- 2.1. Customer may not, and not to allow third parties to use the Services:
 - (a) to violate, or encourage the violation of, any third-party rights (including but not limited to intellectual property, moral, privacy or proprietary rights, or to use the Services in any manner that may harm any individuals including minors or entities, etc.) or any applicable local, national or international law or regulation;
 - (b) to engage in, promote or encourage illegal activity;
 - (c) for sending, disseminating or promoting any unlawful, invasive, abusive, harassing, infringing, obscene, hateful, defamatory or fraudulent material;
 - (d) to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other programs or computer code or other items of a destructive or deceptive nature to computer software or hardware;
 - (e) to generate, distribute, or facilitate unsolicited communication, email, promotions, advertisings or other solicitations (“spam”), SMS, MMS, or other text messages or push notifications in violation of any applicable law;
 - (f) to conduct multi-level marketing, such as pyramid schemes and the like;
 - (g) to send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
 - (h) to use the Services in any manner that violates any terms of use of such Services, any guides and policies communicated by Exponea or any generally accepted industry standards and guidelines;
 - (i) to misuse the Services in any way;
 - (j) to disable, interfere with or circumvent any aspect of the Services or to attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services, any third party

use of the Services, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);

- (k) to perform overload, monitoring or testing without Exponea's prior consent;
- (l) to mine cryptocurrency on the Exponea website found at <https://exponea.com> or any of the Services;
- (m) use of the Services in any manner that would (i) harm or depreciate Exponea or the Services, (ii) subject Exponea to any third party liability, damages or danger, or (iii) violate any applicable third party policies or requirements that Exponea has communicated to you;
- (n) to access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- (o) to adversely impact the availability, reliability or stability of the Services;
- (p) to launch or facilitate, whether intentionally or unintentionally, a denial of service attack on the Exponea platform or on any third party;
- (q) to attempt to bypass or break any security mechanism on any of the Services, or to use the Services in any other manner that poses a security or service risk to Exponea, to any User of the Exponea's Services, to any of Exponea's respective customers or to their customers;
- (r) to harvest or otherwise collect information about others without their appropriate legal basis.

2.2. This above list of prohibited actions is provided by way of example and should not be considered exhaustive. All determinations related to violations of this AUP will be made by Exponea in its sole discretion.

2.3 Users are required to protect the security of their Account and usage to ensure the security of the Services. Further, Users are responsible for validating the integrity of the information and data they receive or transmit over the Internet and reporting any weaknesses in the Exponea network and any incidents of possible misuse or violation of this AUP. Users must also comply with all relevant regulations and legislation on direct marketing. To determine compliance with this AUP and the General Terms and Conditions – Exponea Platform, Exponea reserves the right to monitor Users' usage of the Services. Users hereby consent to such monitoring and agree that Exponea is under no duty under this AUP, the General Terms and Conditions – Exponea Platform, or otherwise, to monitor Users' use of Services.

3. THREATS TO SAFETY

3.1. If, in the reasonable determination of Exponea, the equipment, software or hosted applications used by Users or the activities of Users poses an immediate threat to the physical integrity or performance of Services or any other User of Exponea services, or poses an immediate threat to the safety of any person, then Exponea may perform such work and take such other actions that it may consider necessary without prior notice to Users and without liability for damage to the equipment or data for any interruption of the Users' business. As soon as practical after

performing such work, Exponea will advise, by email, the Users of the work performed or the action taken.

4. VIOLATION

- 4.1. Exponea may initiate an immediate investigation to substantiate an alleged violation. During the investigation, Exponea may restrict Users' access to the Services to prevent further violations. The designation of any materials and actions as prohibited as described in this AUP is left entirely to the discretion of Exponea management.
- 4.2. If Users are found to be in violation of the AUP, Exponea may, at its sole discretion and in addition to measures stipulated in the Agreement, restrict, suspend or terminate such Users' accounts. Exponea has no obligation to provide warnings under any circumstances and can terminate the Users' accounts without prior notification upon a finding that the Users have violated this AUP. Further, Exponea reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Exponea will notify law enforcement officials if the violation is believed to be a criminal offense and will cooperate fully with law enforcement authorities in investigating the alleged criminal offense.