

ACCEPTABLE USE POLICY

Access to and use of any products and services (collectively, “Products”) provided by MediaKind or its affiliates (“Supplier”) is subject to this Acceptable Use Policy (“AUP”).

This AUP applies to anyone who uses the Products, including without limitation the legal entity contracting with Supplier (“Customer”), and any person or third party permitted by the Customer to use or access the Products (“Authorized Users”). Customers are required to inform their Authorized Users of this AUP. Customers and Authorized Users are collectively referred to in this AUP as “You”.

The word “Content” (as used in this AUP) refers to any text (including drawings and diagrams), graphics, video, images, audio or any other media, information, material or content (including metadata and personal data) that (a) You introduce into or make available through, or which resides on or is transferred or transmitted over or using the Products, or (b) is inputted to, collected by and/or stored by or within, and/or generated by artificial intelligence features of, the Products during their normal and proper use by You.

You agree NOT to:

(a) use, encourage, promote, facilitate or instruct others to use, the Products for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, publish, store, display, distribute or otherwise make available Content or other material that is illegal, inflammatory, harmful, fraudulent, infringing or offensive, examples of which can include (without limitation):

- activities that are illegal, that violate the rights of others, or that may be harmful to others (or Supplier’s operations or reputation), such as disseminating, promoting or facilitating child pornography, offering or disseminating fraudulent goods, services, schemes, or promotions, phishing, or pharming;

- Content that infringes or misappropriates the intellectual property or proprietary rights of others;

- Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, (including content that constitutes child pornography or depicts non-consensual sex acts);

- Content and other technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses (“virus” for the purpose this AUP means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices);

(b) use the Products to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, examples of which can include (without limitation): scanning or testing system vulnerabilities, monitoring data transmission without permission, using false TCP-IP packet headers; and

(c) use the Products to make network connections to any users, hosts, or networks unless you have permission to communicate with them, examples of which can include (without limitation): denial of

service, bombing or flooding techniques, using systems designed to avoid or bypass limitations on access or use.

Supplier reserves the right (but does not assume the obligation) to monitor and investigate violations of this AUP.

Failure to comply with or breach of this AUP constitutes a material breach of the terms and conditions upon which You are permitted to use the Products, and Supplier hereby reserves the right to take such action as it, in its sole discretion, deems appropriate, including (without limitation):

- providing You with written warnings (email being sufficient);
- suspending Your right to use the Products (which can include disabling user accounts and/or any licenses granted to You);
- (if stored on Supplier's controlled cloud environment) removing or prohibiting access to Content that violates this AUP;
- legal proceedings; and/or
- disclosure of such information to law enforcement authorities as Supplier deems necessary or appropriate.

Supplier excludes and disclaims all liability arising by virtue of any action taken by it in response to Your non-compliance with this AUP.