

THIS ACCEPTABLE USE POLICY ("AUP") FORMS AN INTEGRAL PART OF THE DEEPSTREAMHUB TERMS OF SERVICE BETWEEN YOU AND DEEPSTREAMHUB, INC. (THE "COMPANY") THAT GOVERN YOUR USE OF COMPANY SOFTWARE AND THE SERVICES. CAPITALIZED TERMS USED BUT NOT DEFINED BELOW, SHALL HAVE THE MEANING SET FORTH IN THE DEEPSTREAMHUB TERMS OF SERVICE. IF YOU DO NOT AGREE TO THIS AUP, DO NOT USE ANY OF COMPANY SOFTWARE OR THE SERVICES.

## **Abuse**

You may not use Company Software or the Services to engage in, foster, or promote the following behavior:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of Company Software or the Services, including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of Company Software or the Services to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of Company Software or the Services for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software

based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; or

- Any conduct that is likely to result in retaliation against the Company, or the Company's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

### **Vulnerability Testing**

You may not attempt to probe, scan, penetrate or test the vulnerability of Company Software or the Services or to breach the Company's security or authentication measures, whether by passive or intrusive techniques, without the Company's express written consent.

### **Offensive Content**

You may not publish or transmit via Company Software or the Services any content or links to any content that:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates an imminent risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with an investigation by law enforcement;

- knowingly improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- knowingly infringes on another person's copyright, trade or service mark, patent or other property right;
- is intended to promote illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- is otherwise known to be illegal or solicits conduct that is known to be illegal under laws applicable to you or to the Company; or
- is otherwise malicious, fraudulent or likely to result in retaliation against the Company by offended viewers.

### **Copyrighted Material**

You may not use Company Software or the Services to download, publish, distribute, or otherwise copy in any manner any text, music, software, art, image or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established copyright law to copy the work in that manner; or
- you come within the DMCA "safe harbor" under copyright law. It is the Company's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.