

Subzee Acceptable Use Policy

As updated from time to time on the Subzee [Terms Of Use](#).

1. Scope

This Acceptable Use Policy (“**Policy**”) applies to customers’ use of all services offered by Subzee Ltd. or its affiliates (“**Subzee**”, “**we**” or “**us**”; and the “**Platform**”, respectively). The guidelines and restrictions in this Policy on use of Subzee’s services by a customer shall apply equally to the customer’s employees and any other person or entity that is provided access to the Subzee services directly or indirectly by the customer (“**Authorized Users**” and together with the principal customer, the “**Customer**”). To the extent that an agreement with a Customer (a “**Principal Agreement**”) referenced Subzee’s ‘standard published policies’ or similar term, this Policy shall be deemed incorporated therein.

This Policy was last updated in April 2021.

2. Changes to this Policy.

Subzee may change this Policy by posting an updated version of the Policy at <https://subzee.io/Subzee-Acceptable-Use-Policy.pdf> and such updates will be effective upon posting.

3. Violations

A Customer’s violation of this Policy will be considered a material breach of each agreement between Subzee and a Customer, or any other agreement governing a Customer’s use of the services.

4. Authorized User Account

- a. When setting up a user account for the Subzee services, a Customer may not use false information or impersonate another person or entity through the account. A user account may not be transferred to anyone else.
- b. The Customer is solely responsible for the security of Customer’s user account. To the maximum extent permitted by law, Subzee will not be liable or accountable, nor shall Subzee be deemed to have any liability or accountability, for any loss or damage regarding Customer’s failure to keep account information secret and protected.
- c. Customer will and agree to:
 - provide accurate information to Subzee and update it as necessary; and
 - act honestly and in good faith.
- d. Furthermore, Subzee has no control over a Customer’s actions or transactions made using the Platform. With that in mind, to the maximum extent permissible by law, Subzee will have no liability to the Customer or to any third-party for any claims or damages that may arise as a result of any actions or transactions that Customer undertakes while using the Platform.

5. Subzee Content

The content on the services, including without limitation, text, descriptions, products, software, graphics, all page headers, button icons, scripts, photos, videos, interactive features, services, and any other content on

the Platform ("**Content**") and the trademarks, service marks and logos contained therein ("**Marks**"), are owned by or licensed to Subzee.

6. Prohibited Actions

- a. Customer may not, and may not allow any third-party, including for the avoidance of doubt its Authorized Users, to do any of the following in connection with the Services:
 - (i) probe, scan, or test the vulnerability of any system or network without prior written approval from Subzee;
 - (ii) breach or otherwise circumvent any security or authentication measures;
 - (iii) access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services such user has not been invited to;
 - (iv) interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
 - (v) access, search, or create accounts for the Services by any means other than Subzee's supported interfaces (for example, "scraping" or creating accounts in bulk);
 - (vi) send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
 - (vii) promote or advertise products or services other than customer's own without appropriate authorization;
 - (viii) sell the Services unless specifically authorized to do so;
 - (ix) publish or share materials that are unlawful;
 - (x) harass or abuse Subzee personnel or representatives or agents performing services on behalf of Subzee;
 - (xi) violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading;
 - (xii) violate the privacy or infringe the rights of others;
 - (xiii) infringe or use Subzee's brand, logos or trademarks in any business name, email, or URL except as expressly permitted by us;
 - (xiv) duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found in the Platform except as permitted in this Policy, or as expressly authorized by us;
 - (xv) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to enable the Platform, or any part thereof;
 - (xvi) utilize or copy information, content or any data you view on or obtain from the Platform to provide any service that is competitive, in our sole discretion, with the Platform;
 - (xvii) remove any copyright, trademark or other proprietary rights notices contained in or on the Platform (whether ours or our licensors');

- (xviii) collect, harvest, use, copy, or transfer any information, including, but not limited to, personally identifiable information obtained from the Platform (except if the owner of such information has expressly permitted the same); or
- (xix) attempt to or actually access the Platform by any means other than through the interfaces provided by us. This prohibition includes accessing or attempting to access the Platform using any third-party service, including the development of any such third-party software, and including the use of software-as-a-service platforms that aggregate access to multiple services.

7. Prohibited Material

Customer may not, and may not allow any third-party, including for the avoidance of doubt its Authorized Users, to use services to display, store, process or transmit, or permit use of services to display, store, process or transmit material that:

- (i) Constitutes messages that are not expressly contemplated by or permissible under the Principal Agreement or are otherwise considered unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”);
- (ii) Is obscene, immoral, or unethical; or is violent, incites violence, threatens violence, or contains harassing content or hate speech;
- (iii) Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- (iv) Creates a risk to a person's safety or health, and/or creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- (v) Improperly exposes trade secrets or other confidential or proprietary information of another person, except as expressly contemplated in a Principal Agreement;
- (vi) Is intended to assist others in defeating technical copyright protections;
- (vii) Infringes on another person's copyright, trade or service mark, patent, or other property right;
- (viii) Promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; or
- (ix) Is otherwise illegal or solicits conduct that is illegal; or is otherwise malicious, fraudulent, or may result in retaliation against Subzee by offended viewers.

8. Other Important Terms

We reserve the right to discontinue or modify any aspect of the Platform at any time. This Policy, together with the Principal Agreement, the Privacy Policy ([Subzee Privacy Policy](#)), and any other legal notices published by us on the Platform, shall constitute the entire agreement between us concerning the Platform. If any provision of this Policy is deemed invalid by a court of competent jurisdiction, it be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible such provision shall be deemed deleted, but that shall not affect the validity and enforceability of the remaining provisions of this Policy. No waiver of any term of this Policy shall be

deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Policy shall not constitute a waiver of such right or provision.