

# FabZing Acceptable Use Policy

Last Modified: 11 November 2022

This FabZing Acceptable Use Policy ("AUP") applies to the use of any product, service or website provided by us (FabZing), whether we provide it directly or use another party to provide it to you (each, a "Subscription Services"). This AUP is designed to ensure compliance with the laws and regulations that apply to the Subscription Services. This AUP also protects the interests of all of our clients and their customers, as well as our goodwill and reputation. These terms are so important that we cannot provide the Subscription Services unless you agree to them. By using the Subscription Services, you are agreeing to these terms.

If you are using any Subscription Services, this AUP applies to you. Every client of ours agrees to abide by this AUP and is responsible for any violations. You are not allowed to assist or engage others in a way that would violate this AUP. We will enforce and ensure compliance with this AUP by using methods we consider to be appropriate, such as complaint and email failure monitoring. We may also suspend or terminate your use of Subscription Services pursuant to our Customer Terms of Service for violations of this AUP.

We periodically update these terms, and we will let you know when we do through the Notification app in the FabZing portal used to access your FabZing subscription (if you have one), or by posting a revised copy on our website **[www.fabzing.com](http://www.fabzing.com)**. You agree to review the AUP on a regular basis and always remain in compliance.

## 1. No Disruption

You agree not to:

(a) use the Subscription Services in a way that impacts the normal operation, privacy, integrity or security of another's property. Another's property includes another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations;

(b) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;

(c) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service;

(d) attempt to gain unauthorized access to the Subscription Service;

(e) access the Subscription Service other than through our interface;

(f) use the Subscription Services to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless you have the appropriate express prior consent to do so; or

(g) use the Subscription Services in a way that causes or may cause any FabZing IP addresses, FabZing domains, or FabZing customer domains to be blacklisted.

Examples of prohibited actions include (without limitation) include hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program.

These restrictions apply regardless of your intent and whether or not you act intentionally or unintentionally.

## **2. Proper Usage of the Subscription Services**

You will respect the limits that apply to your use the Subscription Services as specified in the **Product and Services Catalog** available on our website (the "Service Limits"). We may update or change these Service Limits by updating, so we encourage you to review this page periodically.

In addition, and without limiting the other requirements in this AUP, you may not (directly or indirectly) use the Subscription Services with content, or in a manner that:

- is threatening, abusive, harassing, stalking, or defamatory;
- is deceptive, false, misleading or fraudulent;
- is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
- contains vulgar, obscene, indecent or unlawful material;
- infringes a third party's intellectual property right(s);
- publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so;
- uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;
- falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;
- restricts or inhibits any other user of the Subscription Services from using and enjoying our website and/or the Subscription Services;

- harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- violates the usage standards or rules of an entity affected by your use, including without limitation any ISP, ESP, or news or user group (and including by way of example and not limitation circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail);
- is legally actionable between private parties;
- is not a good faith use of the service, such as uploading Contacts in excess of your Contact tier, emailing those Contacts and then purging them shortly thereafter; and/or
- is in violation of any applicable local, state, national or international law or regulation, including all export laws and regulations and without limitation the U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act) (15 U.S.C. § 7701 et seq.), the U.S. Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), the U.S. Do-Not-Call Implementation Act of 2003 (15 U.S.C. § 6152 et seq.; originally codified at § 6101 note), the European General Data Protection Regulation (2016/679), the Directive 2000/31/EC of the European Parliament and Council of 8 June 2000, on certain legal aspects of information society services, in particular, electronic commerce in the Internal Market ('Directive on Electronic Commerce'), along with the Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ('Directive on Privacy and Electronic Communications'), regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, the Personal Information Protection and Electronic Documents Act (PIPEDA) (S.C. 2000, c. 5), Canada's Anti-Spam Legislation (CASL) (S.C. 2010, c. 23), Japan's Act on Regulation of Transmission of Specified Electronic Mail (Act No. 26 of April 17, 2002) and any regulations having the force of law or laws in force in your or your email recipient's country of residence;
- encourages, promotes, facilitates or instructs others to engage in illegal activity;
- promotes, encourages, or facilitates hate speech, violence, discrimination based on race, colour, sexual orientation, marital status, gender or identity expression, parental status, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran status, genetic information, citizenship and/or any other characteristic protected by law.

Organizations or individuals who promote, encourage, or facilitate hate speech, violence, discrimination, either through their own content or through distribution of user generated content, are prohibited from using the Subscription Services, regardless of whether the Subscription Services is used specifically for the prohibited activities. Violation of these standards may result in termination of your use of the Subscription Services.

You are responsible for moderating user generated content or user activity on your platform or service. User generated content that violates these standards may result in termination of your use of the Subscription Services.

If you use any of our developer tools including Application Programming Interfaces (APIs), developer tools, or associated software, you will comply with our **Developer Terms** published on our website.

You will use the Subscription Services for your internal business purposes and will not:

- (i) wilfully tamper with the security of the Subscription Services or tamper with our customer accounts;
- (ii) access data on the Subscription Services not intended for you;
- (iii) log into a server or account on the Subscription Services that you are not authorized to access;
- (iv) attempt to probe, scan or test the vulnerability of any Subscription Services or to breach the security or authentication measures without proper authorization;
- (v) wilfully render any part of the Subscription Services unusable;
- (vi) lease, distribute, license, sell or otherwise commercially exploit the Subscription Services or make the Subscription Services available to a third party other than as contemplated in your subscription to the Subscription Services;
- (vii) use the Subscription Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or
- (viii) provide to third parties any evaluation version of the Subscription Services without our prior written consent.

### **3. Restricted Industries**

Some industries have higher than average abuse complaints, which can directly impact our ability to provide the Subscription Services to other customers. To protect our customers, we might introduce additional restrictions and monitoring, and we reserve the right to discontinue your use of the Subscription Services if you are in one of such industries.

### **4. FabZing Trademark Use**

Unless you have our express prior written permission, you may not use any name, logo, tagline or other mark of ours or the Subscription Services, or any identifier or tag generated by the Subscription Services, including without limitation: (a) as a hypertext link to any website or other location (except as provided for or enabled expressly by us); or (b) to imply identification with us as an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled.

## 5. General Terms

We may immediately suspend your access to the Subscription Services if you breach this AUP or don't respond to us in a reasonable period after we've contacted you about a potential breach of this AUP. We may also suspend your access as we explain in our **Customer Terms of Service** and, if you breach this AUP, we may terminate your subscription agreement for cause. You acknowledge we may disclose information regarding your use of any Subscription Services to satisfy any law, regulation, government request, court order, subpoena or other legal process. If we make this type of required disclosure we will notify you, unless we are required to keep the disclosure confidential.

We are not obligated to, but may choose to, remove any prohibited materials and deny access to any person who violates this AUP. We further reserve all other rights.

We may update and change any part or all of this AUP. If we update or change this AUP, the updated AUP will be posted on our website. If you have a FabZing subscription, we will let you know through the Notification app in the FabZing portal used to access your FabZing subscription. If you do not have a FabZing subscription, we will let you know by posting the revised copy on our website. When we change this AUP, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this AUP periodically.