

## ACCEPTABLE USE POLICY

Last Modified: September 26, 2022

All users, resellers, and other partners (“**you**”) of Social SafeGuard Inc. (“**SafeGuard Cyber**”, “**we**,” “**our**,” or “**us**”) products and services (“**Products**”) agree to abide by SafeGuard Cyber’s Acceptable Use Policy (“**Policy**”), as modified by us from time to time. Continued use of the Products by you after any such update or modification will indicate your acceptance of the updates or modifications to this Policy.

### **Your Commitments:**

You agree to the following:

- You will use only one license for each user.
- Upon expiration of your license to any Products, you will immediately cease your use of any such Products.
- You will promptly notify us of any actual or reasonably suspected illegal or unauthorized activity or a security breach involving Products.
- You will use the Products in accordance with any applicable law or regulation.
- You will not use the Products for fraudulent, misleading, or deceptive activities.
- You will not use the Products in a way that infringes upon any SafeGuard Cyber or third-party intellectual property rights.
- You will maintain and not remove or obscure any proprietary notices on our intellectual property.
- You will not use the Products, or any part thereof, to provide services to any third-party except as expressly authorized in advance by SafeGuard Cyber in writing.
- You will not sell, resell, distribute, sublicense, or otherwise transfer the Products and any SafeGuard Cyber intellectual property or make the functionality of the Products available to any other party through any means without our prior authorization in writing.
- You will not reproduce, alter, modify, or create derivatives of our intellectual property without our prior authorization or permission in advance.
- You will not upload to, or transmit from, the Products any viruses, worms, defects, Trojan horses, time-bombs, malware, spyware, or any other malicious code.
- You will not post or transmit harassing, threatening, abusive, defamatory, libelous, slanderous, scandalous, or unlawful materials, e-mail, or information in connection with your use of our Products.
- You will not post or transmit obscene, pornographic, profane, or otherwise objectionable information of any kind in connection with your use of our Products.
- You will not post or transmit materials, e-mail, or information that would constitute an infringement upon the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others.
- You will not post or transmit materials constitution or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law, including without limitation, U.S. export control laws and regulations.
- You will not post or transmit materials that would give rise to liability under the Computer Fraud and Abuse Act.
- You will not share the Products and any associated SafeGuard Cyber intellectual property and SafeGuard Cyber confidential information with any third parties, except as expressly authorized in advance by SafeGuard Cyber in writing.
- You will conduct business in a manner that reflect favorably, at all times, on the Products, our rights, and our good name, goodwill, and reputation.
- You will avoid practices that are or might be detrimental to SafeGuard Cyber or the public, including but not limited to disparagement of us or our Products.

- You will not publish or employ or cooperate in the publication or employment of any misleading or deceptive advertising material.
- You will make no representations, warranties, or guarantees to anyone with respect to the specifications, features, or capabilities of the Products that are inconsistent with any documentation, literature, and information distributed and disseminated by us relating thereto, or as approved by us at your request.

SafeGuard Cyber may terminate, suspend, or disable your access to the Products at any time, with or without notice, if:

- You breach this Policy or any agreement between the parties.
- You infringe a third party's intellectual property right.
- SafeGuard Cyber is required to do so for legal reasons, such as complying with a court order.
- Your use of the Products causes harm or liability to another SafeGuard Cyber partner, reseller, user, a third party, or SafeGuard Cyber.

**Warranties:**

The Services are provided on an "as is" and "as available" basis for your use. To the extent permitted by applicable law, SafeGuard Cyber offers the Services without warranties.

PARTNER AGREES THAT THE USE OF THE SERVICES IS AT PARTNER'S SOLE RISK. THE SERVICES ARE PROVIDED WITHOUT WARRANTIES (INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, SYSTEM RELIABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND QUIET ENJOYMENT) OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. NO WARRANTIES ARE MADE ON THE BASIS OF TRADE USAGE, COURSE OF TRADE, OR COURSE OF DEALING OR PERFORMANCE.

**Liabilities:**

To the extent permitted by applicable law, SafeGuard Cyber is not liable to any End User for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, nor any liability for lost profits, loss of data, loss of business opportunity, or business interruption, regardless of the theory of liability (including theories of contractual liability, tort liability, or strict liability), even if SafeGuard Cyber knew or should have known that those kinds of damages were possible.