

ACCEPTABLE USE POLICY

This Acceptable Use Policy (this “**AUP**”) governs your access to and use of the Services. As a condition of your access and use of the Services, you agree that you may use the Services only for lawful purposes and in accordance with this acceptable use policy (“**AUP**”). All capitalized terms not defined in this AUP are defined in our Cloud Services Agreement found at www.akituone.com/terms-and-conditions.

Provider reserves the right to amend, alter, or modify your conduct requirements as set forth in this AUP at any time. By clicking to accept or agree to the AUP or by accessing or using the Services, you accept and agree to be bound and abide by this AUP. If you do not want to agree to this AUP, you must not access or use the Services.

The following standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, “**submit**”) to the Services or to other users or persons (collectively, “**User Submissions**”) and any and all interactive functions. Any and all User Submissions must also comply with all applicable federal, provincial, local, and international laws, regulations, and terms of service.

Without limiting the foregoing, you warrant and agree that your use of the Services and any User Submissions shall not:

- (a) In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with our Cloud Services Agreement found at www.akituone.com/terms-and-conditions, Authorized User Terms of Use found at www.akituone.com/terms-and-conditions, and our Privacy Policy found at www.akituone.com/privacy-policy.
- (b) In any manner violate the terms of use of any third-party website that is linked to the Services.
- (c) Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in Provider’s sole discretion.
- (d) Involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations, or code.
- (e) Involve, provide, or contribute any false, inaccurate, or misleading information.

- (f)** Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with our Cloud Services Agreement found at www.akituone.com/terms-and-conditions or Authorized User Terms of Use found at www.akituone.com/terms-and-conditions.
- (g)** Impersonate or attempt to impersonate Provider, an employer of Provider, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- (h)** Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Provider or users of the Services, or expose them to liability.
- (i)** Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- (j)** Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.