



## Acceptable Use Policy

This document sets out the Acceptable Use Policy (“AUP”) of 20C, LLC (“Vendor”), which is incorporated into and made a part of Vendor’s Terms of Service, and you (the “Customer,” “You” or “Your”) agree to be bound by the terms of this AUP.

### 1 Acceptable Use

Vendor requires that all customers and other users of Vendor’s cloud-based service (the “Service”) conduct themselves with respect for others. In particular, Customer must observe the following rules in Customer’s use of the Service and to ensure that Your affiliates, employees, agents and representatives also observe them:

- 1.1 **Abusive Behavior:** Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use ethnic or religious slurs against any person or group.
- 1.2 **Privacy:** Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder’s written permission. Do not cooperate in or facilitate identity theft.
- 1.3 **Intellectual Property:** Do not infringe upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 1.4 **Hacking, Viruses, & Network Attacks:** Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 1.5 **Spam:** Do not send bulk unsolicited e-mails (“Spam”) or sell or market any product or service advertised by or connected with Spam. Do not facilitate or cooperate in the dissemination of Spam in any way. Do not violate the CAN-Spam Act of 2003.
- 1.6 **Fraud:** Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 1.7 **Violations of Law:** Do not violate any law.

## 2 Flow Down

You agree to pass the obligations of this AUP through to Your own customer and other end users and to cooperate with Vendor in the enforcement and administration of this AUP. Any violation of this AUP by Your customer or other end user shall be deemed to be a violation by You of this AUP and of the Terms of Service.

## 3 Security

Customer accepts sole responsibility for ensuring that Your data is secure, that confidential information remains confidential, and that You do not expose Your business to risks that you are not prepared to assume. Vendor reserves the right to take immediate action to suspend or terminate Your account with or without advance notice if, in Vendor's sole and exclusive discretion, You, Your customer, or any end user is engaging in activities that jeopardize Vendor's security, the security of Vendor's other customers, or the security of the Internet in general.

## 4 Consequences of Violation

Any violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the Customer's account and/or legal action, in Vendor's sole and exclusive discretion and with or without advance notice. In addition, in Vendor's sole and exclusive discretion, You may be required to pay for the costs of investigation and remedial action related to AUP violations. Vendor reserves the right to take any other remedial action it sees fit, in Vendor's sole and exclusive discretion. You agree to hold Vendor harmless from any claims that Vendor's action under this section has damaged You or any party claiming through you, such as your own customer or end user.

## 5 Reporting Unacceptable Use

Vendor requests that anyone with information about a violation of this AUP report it via e-mail to the following address: [abuse@20C.com](mailto:abuse@20C.com). Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including e-mail or IP (Internet Protocol) address if available, as well as details of the violation.

## 6 Revision of AUP

Due to the evolving nature of the Internet and of the Service, Vendor reserves the right to change this AUP at any time by posting a new version at <https://20C.com/legal/> and sending the user written (including electronic) notice thereof, whether by means of an

email notification or by posting such notification on Your portal or dashboard associated with Vendor's services, and You expressly agree to this reservation of rights. Any new version of this AUP will become effective on the date of such notice.