

This Acceptable Use Policy (this “**Policy**”) describes prohibited uses of the platform services offered by Arise Virtual Solutions Inc. and its affiliates (the “**Services**”) and the websites located at <http://arise.com> or [arisevendor.net](http://arisevendor.net) or any other Arise owned websites (the “**Arise Sites**”). The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the Arise Sites. By using the Services or accessing the Arise Sites, you agree to the latest version of this Policy.

You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of the Master Services Agreement or a Statement of Work, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen.

## No Wrongful Activities

The Services may only be used for lawful purposes and activities. You may not, and you will not permit any third party to:

- Use the Services for any illegal purpose, or in violation of any laws, statute, ordinance or regulation (including without limitation data, and privacy laws); or
- Use the services to violate the privacy of others, including accessing other people's private and confidential information without their express permission, or collecting or gathering other people's personal information;

If we determine, or have reason to believe, in our sole discretion, that you are engaging, or have engaged, in any illegal activities, activities prohibited under this Policy, or in business practices that we deem fraudulent, deceptive and/or unfair, we may take corrective action (with or without notice to you).

## No Security Violations

You may not use the Services, and you will not permit any third party to use the Services, to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “**System**”), including but not limited to any Arise System or Client System. Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.

Log-in credentials provided to you as part of the Services are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to use of the Services.

## No Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

## No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Services or Arise Sites for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

- **Illegal, Harmful or Fraudulent Activities.** Any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including disseminating, promoting or facilitating child pornography, offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

## No E-Mail or Other Message Abuse

You will not, and you will not permit any third party to, distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

## Our Monitoring and Enforcement

We will monitor your transactions and activities for potential violations of this Policy. We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services or Arise Sites. We may:

- investigate violations of this Policy or misuse of the Services or Arise Sites; or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Services or the Arise Sites.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

## Temporary Suspension

We may suspend your right to access or use any portion or all of the Services immediately upon notice to you if we determine:

- your use of or registration for the Services (i) poses a security risk to the Services, a Client or any third party, (ii) may adversely impact the Services or the Systems or rights of any other customer of the Arise platform, (iii) may subject us, our affiliates, a Client or any third party to liability, or (iv) may be fraudulent;
- you are in breach of this Policy, including if you are delinquent on your Platform Usage Fee payment obligations for more than 15 days; or
- you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

## Reporting of Violations of this Policy

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please send an email to [compliance@arise.com](mailto:compliance@arise.com).