

Acceptable Use Policy

THIS ACCEPTABLE USE POLICY (“POLICY”) APPLIES TO CLIENTS’ USE OF ALL SAAS SERVICES OFFERED BY ANACLE SYSTEMS LIMITED OR ITS AFFILIATES (“ANACLE”).

ANACLE MAY CHANGE THIS POLICY BY POSTING AN UPDATED VERSION OF THE POLICY AT WWW.ANACLE.COM AND/ OR INFORMING CLIENT BY WRITING. SUCH UPDATES WILL BE EFFECTIVE UPON POSTING.

This policy was last updated on 15 September 2022.

1 Violations

- 1.1 A client's violation of this Policy will be considered a material breach of the Main SaaS Agreement and/or other agreement governing the client's use of the SaaS services.

2 Prohibited Material

- 2.1 Clients may not, and may not allow any third party, including its users, to use services to display, store, process, or transmit, or permit use of SaaS services to display, store, process, or transmit:
 - (a) Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
 - (b) Hate-related or violent material, and/or material advocating discrimination against individuals or groups;
 - (c) Obscene, excessively profane material or otherwise objectionable material;
 - (d) Material advocating or advancing criminal hacking, cracking, or phishing;
 - (e) Material related to illegal drugs or paraphernalia;
 - (f) Malicious material;
 - (g) Unlawful software;
 - (h) Malicious code, such as viruses, worms, time bombs, Trojan horses, and other harmful or malicious files, scripts, agents, or programs; or
 - (i) Material that violates, encourages, or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.

3 Prohibited Actions

- 3.1 Clients may not use a service to, nor allow its users or any third party to use a SaaS service to:
 - (a) Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:
 - (i) ending communications or email in violation of any applicable anti-spam law or regulation;
 - (ii) Imitating or impersonating Anacle, another person or his, her, or its email address, or creating false accounts for the purpose of sending spam;
 - (iii) Data mining or harvesting any web property to find email addresses or other user account information;
 - (iv) Sending unauthorized mail via open, third-party servers;
 - (v) Sending email to users who have requested to be removed from a mailing list;
 - (vi) Selling to, exchanging with, sharing with, or distributing to a third party personal information, including the email addresses of any person without such person's knowing and continued consent to such disclosure; or
 - (vii) Sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no preexisting relationship;
 - (b) Send, upload, distribute, or disseminate, or offer to do the same, with respect to unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, excessively profane, hateful, violent, or otherwise objectionable material, or promote, support, or facilitate unlawful, hateful, discriminatory, or violent causes;
 - (c) Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
 - (d) Conduct or forward multi-level marketing, such as pyramid schemes and the like;
 - (e) Generate or facilitate SMS, MMS, or other text messages or push notifications in violation of any applicable law including anti-spam, telemarketing, or telephone consumer protection laws or regulations;

- (f) Use the services in any manner that violates any applicable industry standards, third-party policies, or requirements that Anacle may communicate to its users, including any of the generally accepted industry associations, carrier guidelines, or other industry standards;
- (g) Transmit material that may be harmful to minors;
- (h) Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
- (i) Impersonate another person, entity, or Anacle (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any communication;
- (j) Violate the rights (such as rights of privacy or publicity) of others;
- (k) Promote, facilitate, or encourage illegal activity;
- (l) Interfere with other users' enjoyment of a service;
- (m) Mislead people about voting processes or census processes;
- (n) Engage in activity in connection with illegal peer-to-peer file sharing;
- (o) Engage in or promote gambling, or run a gambling operation;
- (p) "Mine" cryptocurrencies;
- (q) Sell, distribute, or export illegal or prescription drugs or other controlled substances or paraphernalia;
- (r) Access (including through any interfaces provided with a service) any Anacle product or SaaS service or other service or website, in a manner that violates the terms for use of or access to such SaaS service or website;
- (s) Operate an "open proxy" or any other form of Internet proxy service that is capable of forwarding requests to any end user or third-party-supplied Internet host;
- (t) Perform significant load or security testing without first obtaining Anacle's written consent;
- (u) Remove any copyright, trademark, or other proprietary rights notices contained in or on the SaaS service or reformat or frame any portion of the web pages that are part of the service's administration display;
- (v) Access a third-party web property for the purposes of web scraping, web crawling, web monitoring, or other similar activity through a web client that does not take commercially reasonable efforts to identify itself via a unique User Agent string describing the purpose of the web client and obey the robots exclusion standard (also known as the robots.txt standard), including the crawl-delay directive; or
- (w) Use a service in any manner that would disparage Anacle.

3.2 Worldwide, customers may not use a SaaS service to transact online sales of any of the following firearms and/or related accessories to private citizens:

- (a) Firearms: automatic firearms; semi-automatic firearms that have the capacity to accept a detachable magazine and any of the following: thumbhole stock, folding or telescoping stock, grenade launcher or flare launcher, flash or sound suppressor, forward pistol grip, pistol grip (in the case of a rifle) or second pistol grip (in the case of a pistol), barrel shroud; semi-automatic firearms with a fixed magazine that can accept more than 10 rounds; ghost guns; 3D printed guns; firearms without serial numbers; .50 BMG rifles; firearms that use .50 BMG ammunition.
- (b) Firearm Parts: magazines capable of accepting more than 10 rounds; flash or sound suppressors; multi-burst trigger devices; grenade or rocket launchers; 80% or unfinished lower receivers; blueprints for ghost guns; blueprints for 3D printed guns; barrel shrouds; thumbhole stocks; threaded barrels capable of accepting a flash suppressor or sound suppressor.

4 Copyright Acts or Similar Statutory Obligations

4.1 To the extent a client uses the SaaS services for hosting, advertising, sending electronic messages, or for the creation and hosting of, or for posting material on, websites, each customer must:

- (a) Comply with any notices received under copyright acts or similar statutes ("Copyright Acts");

- (b) Set up a process to expeditiously respond to notices of alleged infringement that comply with the Copyright Acts and to implement a compliant repeat infringers policy;
 - (c) Publicly display a description of its notice and takedown process under the Copyright Acts on its instance of the services; and
 - (d) Comply with such processes, policy(ies), and description.
- 4.2 It is Anacle's policy to respond expeditiously to valid notices of claimed copyright infringement compliant with the Copyright Acts. In appropriate circumstances, Anacle will terminate the accounts of clients who Anacle suspects to be repeatedly or blatantly infringing copyrights.
- 4.3 If Anacle receives a notice alleging that material on a client's instance of a SaaS service infringes another party's intellectual property, Anacle may disable that client's instance of the SaaS service or remove the allegedly infringing material. If Anacle receives more than one such notice for the same client, Anacle reserves the right to immediately terminate such client's subscriptions to the SaaS services as deemed necessary by Anacle to ensure continued protection under the Copyright Acts or to prevent violations of other applicable laws or third parties' rights.