



Acceptable Use Policy
Last Updated: 08/06/2020

This Acceptable Use Policy (“**AUP**”) applies to your use of Cloudwyze’s high-speed broadband internet Service, as defined in the Internet Service Provider Agreement (“**ISP Agreement**”). This AUP is an integral part of the ISP Agreement.

The term “**Services**” includes, without limitation, use of the CloudWyze’s website(s) (“**Websites**”), any service CloudWyze performs for you and the Content (as defined below) offered by CloudWyze on any of its Websites.

The Services and its contents may only be used in accordance with the terms of this AUP and the ISP Agreement. All materials displayed or performed on the Services (including, but not limited to text, graphics, articles, photographs, images, illustrations (also known as the “**Content**,” and which includes Submissions (as defined below))) are protected by copyright. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. Separate and apart from the Content you provide as part of your use of the Websites and/or Services, you may have the opportunity to submit questions, comments, feedback, suggestions, success stories, ideas, plans, notes, drawings, original or creative materials or other information relating to Self.me and our Services (collectively, “**Submissions**”). Submissions, whether posted to on the Website or in connection with use of the Services or provided to CloudWyze by email or otherwise, are non-confidential and shall become the sole property of CloudWyze. CloudWyze shall exclusively own all right, title and interest, including without limitation all intellectual property rights, in and to any and all Submissions. CloudWyze shall be entitled to the unrestricted use and dissemination of any Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

By viewing the Websites and/or using Services, you agree to the following AUP:

1. CloudWyze does not exercise editorial control or review over the content of any website, electronic mail transmission, newsgroup or other material created or accessible over or through the Services. However, CloudWyze may remove, block, filter or restrict by any other means any materials that, in CloudWyze’s sole discretion, may be illegal, may subject CloudWyze to liability or may violate this AUP. CloudWyze may cooperate with legal authorities or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and your CloudWyze account or other actions as detailed below. When you use the Services, the third-party from whom CloudWyze has obtained the right to access the applicable hotspot at which the Services are being used is an intended third-party beneficiary of this AUP.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services and a breach of the ISP Agreement. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material



(including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Mail-list, Listserv, any form of auto-responder, or “spam” on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services’ infrastructure. Further, the use of manual or automated software, devices, or other processes to “crawl,” “scrape,” or “spider” any portion of the Services is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

You understand and agree that CloudWyze shall have the sole right to decide whether you are in violation of any of the restrictions set forth in this Section, and shall have sole discretion regarding the course of action to take in connection therewith.

2. Without limiting the foregoing, except to the extent expressly set out in this AUP or the ISP Agreement or with our express written permission (in which case you must comply with any terms relating to such use that we specify), you agree not to use the Services and/or Websites:

- (a) to transmit any information or written, graphic or photographic material (“**Material**”) (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another’s privacy, threatening, menacing, offensive, hateful or racially, ethnically or otherwise objectionable;
- (b) to harm, or threaten to harm, minors in any way;
- (c) to impersonate any person or entity or falsely state or otherwise misrepresent your identity or status or misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services;
- (d) to transmit any Material (by uploading, posting, email or otherwise) in breach of this AUP or the ISP Agreement including any Materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (e) to transmit or download any Material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other intellectual property, privacy, publicity or other rights of any third party;
- (f) to transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- (g) to transmit any Material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (h) to disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges;
- (i) to interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (j) to hack into or otherwise gain unauthorized access to the Websites or any other related computer system, make excessive traffic demands, forward chain letters, surveys, contests, pyramid schemes or otherwise engage in any other behavior that may reasonably be expected to inhibit other



users from using and enjoying the Websites or any other website or damage or destroy the reputation of CloudWyze or any third party;

- (k) to intentionally or unintentionally violate any applicable law, regulation, judgment, court order, statute or mandatory requirement of any competent authority, and any regulations having the force of law;
- (l) to “stalk” or otherwise harass, threaten, or violate the rights of others, or collect, store, or process personal data about third parties without their knowledge or consent;
- (m) in any way we consider is an excessive use of the Services’ resource; this includes, but is not limited to, the continued use of programs or commands which take a large amount of the Services’ resources, be that processor time, memory, and/or network bandwidth on the Services;
- (n) to resell or advertise to resell the Services without CloudWyze’s authorization;
- (o) use the Services as a replacement for commercial Internet access or for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, any other server, the determination of which, in each case, may be made by CloudWyze in its sole discretion;
- (p) customers are not permitted to schedule or program automated logins to the Services; or
- (q) connections to a wireless network are not intended for secure communications. You agree to transmit any secure communications at your own risk.

3. CloudWyze requests that anyone who believes that there is a violation of this AUP direct the information to the appropriate contacts set forth in the ISP Agreement. If available, please provide the following information: (i) the IP address used to commit the alleged violation; (ii) the date and time of the alleged violation, including the time zone; and (iii) evidence of the alleged violation. When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

CloudWyze may take any one or more of the following actions, or other actions not listed, at CloudWyze’s sole discretion in response to breaches of the AUP: (i) issue warnings, written or oral; (ii) suspend your account or the Services (as applicable); (iii) terminate your account or the Services (as applicable); (iv) bill you for administrative costs and/or reactivation charges, with a minimum administrative cost; (v) bring legal action to prevent violations and/or to collect damages we are legally entitled to, if any, caused by violations; or (vi) any other rights or remedies under or by reason of this AUP, the ISP Agreement, or as provided under law.