



# Acceptable Use Policy

Last Updated: October 14, 2024

This Acceptable Use Policy ("AUP") governs the use of any products and services offered by CloudFortress and its affiliates ("Services"), CloudFortress's infrastructure and its website(s), including <https://cloudfortress.ai> ("CloudFortress Site"). CloudFortress may modify this AUP by posting a revised version on the CloudFortress Site. By contracting with CloudFortress or using the Services or accessing the CloudFortress Site, you agree to the latest version of this AUP and are bound by its terms.

The terms of this AUP are in addition to the terms of the applicable service agreement between customer and CloudFortress for the provision of Services ("Agreement"). If there is a conflict between the terms of this AUP and the Agreement, the Agreement will control. It will not be considered a conflict if this AUP imposes additional requirements beyond those imposed by the Agreement.

This AUP applies to all CloudFortress customers, and to any person or entity who uses or obtains access to the Services through an CloudFortress customer ("Authorized Users"). Customer and Authorized Users are collectively referred to as "User(s)." Customer must ensure that all Users comply with this AUP. Customer is solely responsible for any material or information that any User maintains, transmits, downloads, views, posts, distributes, or otherwise accesses or makes available using the Services or the CloudFortress Site. Without limiting the generality of the foregoing, customer is responsible for all acts and omissions of its Users. Any breach of this AUP by a User will be considered a breach of this AUP by customer.

Customer will not, nor allow its Users to, engage in, or demonstrate behavior which CloudFortress reasonably believes that Customer or its Users will engage in, or are likely to engage in, inappropriate conduct. Examples of inappropriate conduct include, but are not limited to:



- Activity or content that promotes targeted action towards a specified person or group of individuals or is violent or graphic content without literary or societal value.
- Promoting, encouraging, or facilitating trafficking of humans, including children or individuals for sexual purposes.
- Engaging in, promoting or enabling speech that targets others or incites violence or other physical or psychological harm toward individuals based on immutable characteristics, such as speech based on race, religion, gender, sexual orientation, or disability.
- Spreading misinformation that is provably false and also intended to bring about specific targeted harm (such as providing false information about COVID cures, or misinformation about voting in elections).

Customer will not, nor allow its Users to, use or attempt to use the Services to store, transmit, or process material or information that is illegal, harmful, unwanted, inappropriate, objectionable, or otherwise poses a threat to the public, including activity that, in CloudFortress's sole opinion, is likely to harm CloudFortress's business, operations or reputation. Examples include, but are not limited to:

- Using the Services in a way that interferes with or adversely affects the Services or use of the Services by other CloudFortress customers.
- Generating, distributing, publishing, sending, or facilitating the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations ("spam").
- Using the Services to infringe upon the copyright, trademark, patent, trade secret or other intellectual property right of others.
- Engaging in any activity that: (a) infringes upon or misappropriates any proprietary, contract or tort right of others, individual, corporation, or other entity; or (b) violates the privacy, publicity, or other personal rights of others.
- Using the Services to disseminate, store, advertise, post, display, or otherwise make available any material that may be reasonably considered to be child pornography, obscene, abusive, defamatory, harassing, grossly offensive, vulgar, threatening or malicious.
- Obtaining unauthorized access to, disrupting or interfering by any means with any user, system, network, services or, accounts belonging to another party, including any attempted violation of the security or



integrity of any network or system ("hacking") or any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity).

- Using the Services to distribute information regarding the creation of, or sending, Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks.
- Exporting encryption software over the Internet or otherwise in violation of United States law.
- Engaging in any other illegal or unlawful activity, including unlawful advertising, phishing, Ponzi schemes, pyramid schemes, fraudulent sales, fraudulent charges and/or pirating or selling pirated software.

CloudFortress is not responsible for any material, or any information accessible on or transmitted through the Services. CloudFortress is not obligated to monitor such information but reserves the right to investigate any suspected violation of this AUP. CloudFortress reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP or any applicable law, including disclosing the identity of any customer that CloudFortress believes is responsible for such violation.

If any User violates the terms of this AUP, CloudFortress may, in addition to any remedies in the Agreement, take all action necessary to remedy the violation including, but not limited to, suspending or terminating the Services or implementing technical mechanisms to prevent AUP violations.