CLARISTA ACCEPTABLE USE POLICY

Customer's use of the Clarista Services is subject to this Acceptable Use Policy ("AUP"). Any capitalized terms used but not defined herein shall have the meaning set forth in the applicable agreement between Customer and Clarista.

Customer shall not, nor permit third parties to use the Clarista Services to:

1. develop or offer a service made available to any third-party that could reasonably be seen to serve as a substitute for such third-party's possible purchase of any Clarista product or service;
2. attempt to (a) interfere with, harm, or disrupt the Clarista Services, or (b) permit or gain access to the Clarista Services or connected or related Systems except as expressly authorized under the Agreement, or (c) use any means to bypass usage limitations;
3. abuse or violate the security or integrity of any system of any Party, including, without limitation, by storing, transmitting or installing malicious code;
4. engage in or promote any fraudulent, corrupt, deceptive or similarly objectionable activities;
5. cause harm to or violate the human rights of any person, including without limitation privacy rights; or
6. process, store, or transmit data or content in violation of any law or any third-party rights.

Clarista may update this AUP as set out in Section 14.4 of the MCSA.

Additional Acceptable Use Terms for Hosting Services

The following terms apply to the Hosting Services and to all Customer Applications and content served to End Users, and supplement (and do not limit) this Acceptable Use Policy. Customer will not, and will not permit any Authorized User, Authorized Tool, or End User to, develop, deploy, host, serve, or transmit through a Customer Application any content or functionality that:

(a) is unlawful, or promotes or facilitates unlawful activity, including fraud, deceptive or predatory practices, or the sale or facilitation of illegal goods or services;

(b) constitutes, promotes, or facilitates child sexual abuse material or any sexual exploitation of, or harm to, minors;

(c) distributes malware, ransomware, or other malicious code, or is designed to conduct phishing or credential harvesting or to undermine the security or integrity of any system or network;

(d) sends or enables unsolicited bulk or commercial messaging (spam), or clickbait, click-fraud, or similar deceptive schemes;

(e) threatens, promotes, or enables violence, terrorism, harassment, or serious harm to any person or group;

(f) infringes or misappropriates any third party's intellectual property or other rights, or violates any person's privacy or publicity rights;

(g) operates as an open proxy, VPN, or anonymizer, or is used to scrape, hot-link, or serve media in a manner that creates an undue burden on Clarista's or any third party's infrastructure; or

(h) is used primarily as remote or bulk file storage unrelated to the operation of a bona fide Customer Application.

Enforcement. A violation of these terms is a material breach of the Agreement. Clarista may act on such violations, including by removing or disabling the offending content or Customer Application, as set out in Section 11 of the Hosting Schedule, and by handling copyright complaints under the Copyright / DMCA Policy. Reports of abuse may be submitted to abuse@clarista.io

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