

# Acceptable Use Policy

*Effective starting: April 10, 2015*

This is a supplement to the **Digital Samba Customer Agreement** (the “**Agreement**”) and is thereby included in the Agreement. Any capitalized terms used but not defined below derive their meanings from the Agreement.

In order to keep our Products, Software and Hosted Services up and running we need to avoid misuse or abuse of them. To describe exactly what we mean by “misuse” or “abuse” – and help us identify such transgressions, and react accordingly – we’ve created this Acceptable Use Policy. Under this policy, we reserve the right to remove content that is inconsistent with the spirit of the guidelines, even if it’s something that is not forbidden by the letter of the policy. In other words, if you do something that isn’t listed here verbatim, but it looks like something that should be listed here, we may still remove it.

## Here’s what we won’t allow:

### Wrongful activities

- Misrepresentation of yourself, or disguising the origin of any content (including by “spoofing”, “phishing”, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Digital Samba or any third party)
- Using the services to violate the privacy of others, including publishing or posting other people’s private and confidential information without their express permission, or collecting or gathering other people’s personal information (including account names or information) from our services
- Using our services to stalk, harass, or post direct, specific threats of violence against others
- Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws)
- Accessing or searching any part of the services by any means other than our publicly supported interfaces (for example, “scraping”)
- Using meta tags or any other “hidden text” including Digital Samba’s or our suppliers’ product names or trademarks

### Disruption

- Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services
- Tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data
- Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data
- Deciphering any transmissions to or from the servers running the services

- Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
  - Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser
  - Going far beyond the use parameters for any given service as described in its corresponding documentation
- Consuming an unreasonable amount of storage for music, videos, pornography, etc., in a way that’s unrelated to the purposes for which the services were designed.

### **Inappropriate communications**

- Using the services to generate or send unsolicited communications, advertising, chain letters, or spam
- Soliciting our users for commercial purposes, unless expressly permitted by Digital Samba
- Disparaging Digital Samba or our partners, vendors, or affiliates
- Promoting or advertising products or services other than your own without appropriate authorization

### **Inappropriate content**

- Posting, uploading, sharing, submitting, or otherwise providing content that:
  - Infringes Digital Samba’s or a third party’s intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
  - You don’t have the right to submit
  - Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful
  - Encourages illegal or tortious conduct or that is otherwise inappropriate
  - Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition
  - Contains viruses, bots, worms, scripting exploits, or other similar materials
  - Is intended to be inflammatory
  - Could otherwise cause damage to Digital Samba or any third party

In this Acceptable Use Policy, the term “**content**” means: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the services and (2) any other materials, content, or data you provide to Digital Samba or use with the Services. Without affecting any other remedies available to us, Digital Samba may permanently or temporarily terminate or suspend a user’s account or access to the services without notice or liability if Digital Samba (in its sole discretion) determines that a user has violated this Acceptable Use Policy.