

## FENCECORE ACCEPTABLE USE POLICY

Customer is solely responsible for the use of the Services by its Users. Customer agrees to comply, and to ensure that Users comply with, the following policies and procedures associated with the use of the Services (Customer or Users are sometimes hereinafter referred to as "you"). All capitalized terms used in this policy are as defined in Customer's Master Services Agreement with FenceCore.

### 1. Code of Conduct

While using the Services, you agree to:

- (a) Not use the Services in any manner that in any way violates your obligations to FenceCore set forth in the Agreement or any applicable FenceCore policy made available to Customer, or in any manner that violates any agreement Customer has with one of FenceCore's third-party hosting partners;
- (b) Not use the Services in any manner that violates any Intellectual Property Rights of FenceCore or any third party;
- (c) Not use the Services in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form, whether belonging to FenceCore or a third party, or to damage or obtain unauthorized access to any system, data, password or other information (whether personal data or not) of FenceCore or any other third party;
- (d) Not: (1) take any action that imposes or may impose (as determined by FenceCore in its sole discretion) an unreasonable or disproportionately large load on FenceCore's (or its third party providers') infrastructure; (2) interfere or attempt to interfere with the proper functioning of the Services or any activities conducted on or via the Services; (3) bypass any measures FenceCore may use to prevent or restrict access to the Services or any element thereof; (4) use manual or automated software, devices, or other processes to "crawl" or "spider" any portion of the Services; (5) harvest or scrape any content from the Services in an unreasonable manner; (6) cause any issues relating to the performance of the Services, security, reliability, data breaches or the disclosure of confidential data; or (7) engage in any activity that would be considered abusive by industry standards;
- (e) Not use the Services in any way to collect information (whether personal information or not) of any third party;
- (f) Not interfere with any third party's use or enjoyment of the Services;
- (g) Not make false or fraudulent claims concerning FenceCore or the Services;
- (h) Not do anything or encourage conduct that would constitute a criminal offense or give rise to civil liability, or is any way unlawful, illegal, fraudulent or harmful to any third party;
- (i) Not post or transmit messages constituting spam, which includes, but is not limited to, unsolicited e-mail messages, inappropriate postings to newsgroups, false commercial messages, mail bombing or any other abuse of e-mail or newsgroup servers;
- (j) Not upload or download, post, publish, retrieve, transmit or otherwise reproduce, distribute, or provide access to information, software or other material which: (1) is confidential or protected by copyright or other intellectual property rights, without prior authorization from rights' holders; (2)

is defamatory, obscene, child pornography or hate literature; or (3) constitutes invasion of privacy, appropriation of personality or unauthorized linking or framing;

- (k) Not use the Services for an unattended automated operation, including, but not limited to, point-of-sales applications;
- (l) Not use internet applications for the purpose of simulating network activity to avoid session inactivity disconnection;
- (m) Not engage in account sharing, including, without limitation, permitting third parties to use your Services account and password;
- (n) Not use the Services for simultaneous sessions using the same user ID and password;
- (o) Not attempt to do any of the foregoing prohibitions;
- (p) Use the Services in good faith, and in compliance with all applicable local, provincial or state, national, and international laws and regulations.

Users are prohibited from violating any system or network security measures including, but not limited to, engaging in unauthorized access or use of FenceCore's or a third party's network, data or information. Users are not authorized to monitor FenceCore's or a third-party's data, systems or network traffic. Users are prohibited from interfering with any other User's services, system or network including, without limitation, engaging in mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting.

## **2. Monitoring of Customer Conduct**

FenceCore reserves the right to (i) monitor Customer's conduct on the FenceCore infrastructure from time to time; and (ii) remove any Customer material from the FenceCore infrastructure that violates the Code of Conduct.

## **3. Violation of Acceptable Use Policy**

FenceCore considers the above practices to constitute abuse of its Services. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to the Services, in accordance with the Agreement. Nothing contained in this policy shall be construed to limit FenceCore's actions or remedies in any way with respect to any of the foregoing activities. FenceCore reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including, without limitation, taking action to recover the costs and expenses of identifying offenders and removing them from the Services, and levying cancellation charges to cover FenceCore's costs. In addition, FenceCore reserves, at all times, all rights and remedies available to it with respect to such activities at law or in equity.