

ACCEPTABLE USE POLICY

This Acceptable Use Policy (“AUP”) is an integral part of the agreements between BlueHat Cyber (“BlueHat”) and its customers (“Customers”) for services (“Services”). This AUP is a non-exclusive list of actions prohibited by BlueHat. If Customer engages in any of the activities prohibited by this AUP, BlueHat has the right to immediately discontinue services without liability. BlueHat reserves the right to modify this AUP at any time.

Some of the features of the services provided to Customers by BlueHat (the “Services”) may allow users to view, post, publish, share, store, or manage ideas, opinions, recommendations, or advice via forum posts, literary, artistic, musical, or other content (“User Content”). By posting or publishing User Content through the Services, Customer represents and warrants to BlueHat that (i) Customer has all necessary rights to distribute User Content via the services; and (ii) the User Content does not violate the rights of any third party.

Customer further agrees:

1. To comply with all applicable federal, state, local and international laws, regulations, and guidance documents applicable to its use of the Software and the Services, including without limitation all laws regarding the transmission of technical and/or personal data exported through the the Services;
2. To comply with all regulations, policies and procedures of networks connected with the Services;
3. Not to upload or distribute in any way files that contain viruses or any other similar software or programs that may damage the operation of the Services;
4. Not to use the Services to violate the security of any computer or network, crack passwords or security encryption codes;
5. Not to use the Services for illegal purposes;
6. Not to post, promote, transmit or store through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, hateful, or otherwise objectionable material of any kind or nature;
7. Not to post, promote, transmit or store through the Services material that contains pornography or hate speech;
8. Not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability;
9. Not to use the Services to send email in violation of applicable local, state, federal laws, including unsolicited commercial messages or unsolicited

bulk messages (“spam”) without first obtaining consent from recipients to receive such communications;

10. Not to send messages through the Services that (i) use or contain invalid or forged headers, (ii) contain invalid or non-existent domain names, (iii) employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path, (iv) use other means of deceptive addressing, (v) use a third party’s internet domain name, or be relayed from or through a third party’s equipment, without permission of the third party, or (vi) contain false or misleading information in the subject line or otherwise contain false or misleading content;
11. Not to initiate or target any denial of service attack that adversely affects BlueHat’s or a third party’s network;
12. Not to allow unauthorized access to the Services;
13. Not to instigate actions that cause harm to BlueHat or its customers;
14. Not to take any action that endangers the capacity and operation of BlueHat’s Services or equipment;
15. Not to offer or disseminate fraudulent goods, services, schemes or promotions;
16. Not to use manual or electronic means to avoid use limitation placed on the Services by BlueHat.

In addition to the rights set forth in any agreement between Customer and BlueHat, BlueHat reserves the right to disable or remove any content which is prohibited by this AUP, including to prevent harm to others, or to BlueHat, or to the Services. BlueHat may report violations to law enforcement in its sole discretion. Enforcement of this AUP is in BlueHat’s sole discretion.