



## **Collaboratory Acceptable Use Policy**

This Acceptable Use Policy ("AUP") establishes certain rules and requirements pertaining to the use by customers and users ("You") of Avviato, Inc., ("Avviato") websites, products or services (collectively the "Offerings"). This AUP may be amended at any time and such amendment will be effective at the time Avviato posts the revised AUP to its website(s). If You have entered into a commercial agreement with Avviato, this AUP is incorporated by reference into such agreement.

1. Compliance. This AUP is intended to protect the users of Avviato's Offerings and the Internet community as a whole from improper, inappropriate, abusive, or illegal activity. When using any Avviato Offering, You must comply with this AUP, and You are expected to adhere to commonly accepted practices of the Internet community. The prohibited uses described below are intended as minimum guidelines regarding improper and inappropriate conduct and should not be interpreted as an exhaustive list.

## 2. Prohibited Uses.

- 2.1 The Offerings may only be used for lawful purposes. You may not use the Offerings in any manner in violation of any applicable law or regulation.
- 2.2 The Offerings may not be used in a manner which purposely alters or forges any person's identity, deceives any third party or impersonates any other party.
- 2.3 The Offerings may not be used to violate system or network security including, but not limited to, by (i) gaining unauthorized access to any account, network, system, computing facility, equipment, data or information, (ii) engaging in any activities that may interfere with the ability of others to access or use the Offerings, (iii) unauthorized monitoring, or (iv) transmitting

files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs.

- 2.4 You may not perform any penetration testing or make any other intrusion attempts on the Offerings without Avviato's prior written consent.
- 3. Data Types. You will not upload any of the following types of information: (a) personal health information, (b) driver license numbers, (c) passport numbers, (d) social security, tax ID or similar numbers, or (e) bank, checking, credit card, debit card, or other financial account numbers. You are solely responsible for compliance with all applicable data privacy and data protection laws in connection with your use of the Offerings, including obtaining any necessary consents. You will ensure that You have the right to collect, use, and share any data that You upload into the Offerings.
- 4. Your Responsibilities and Avviato's Rights. You will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity. If You become aware of any violation of this AUP by any person, Avviato requires that You notify it immediately at support@Avviato.com. Avviato will investigate and address all reports of violations and/or abuse. Any account found to be in violation of this AUP is subject to immediate suspension. If You are an organization using the Offerings, You are responsible for ensuring that your employees and contractors adhere to this AUP.