

BlueStreet Solutions, Inc. Acceptable Use Policy

BlueStreet Solutions, Inc. is committed to protecting its customers, partners, and their employees using our Cloud Hosting Services (the “BlueStreet Services” or “Services”) from harm by individuals, either knowingly or unknowingly. The purpose of this Acceptable Use Policy (“AUP”) is to describe the acceptable conduct in using the Services, as well as such conduct that is unacceptable and not permitted.

Customers are responsible for violations of this AUP by its employees and any other individual allowed by Customer to access the Services. In the interest of maintaining a high-quality service for Customers, BlueStreet requires everyone subject to this AUP to report any suspected violation of this AUP to BlueStreet. Subject to applicable data protection laws and the Hosting Services Agreement, BlueStreet will, in its own discretion, enforce compliance with this AUP through monitoring the use of the Services and may take actions, including suspending, or terminating an individual user account or the full Services. The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the BlueStreet Web Site. By using the BlueStreet Services or accessing the BlueStreet Web Site, you agree to the latest version of this Policy.

1. UNACCEPTABLE CONDUCT

If your use of the Services causes harm to the Services or cause harm to others or if you encourage or assist any third party, or if you yourself do any of the following, you will be in violation of this AUP:

- 1.1 engage in activity that harms or disrupts the operation or performance of the Services;
- 1.2 misrepresent your identity, impersonate any person, or attempt to gain access to or illegally track any account, user, data, device, system, or network related to the Services;
- 1.3 use or manipulate the Services in any manner not permitted by us;
- 1.4 use the Services in a manner that results in excessive bandwidth usage, as determined by us (see also clause 2. below);
- 1.5 collecting or using information, including email addresses, screen names or other identifiers, by deceit, (such as, phishing, Internet scamming, password robbery, spidering, and harvesting);
- 1.6 use the Services for any illegal purpose, or to publish, post, share, copy, store, backup or distribute any illegal files or data, including infringing, obscene, threatening, libelous, or otherwise unlawful or tortious Material, including Material that is harmful to children or that violates third party privacy rights;
- 1.7 use the Services to publish, post, share, copy, store, backup or distribute Material protected by intellectual property rights of a third party unless you own or have necessary rights to such Material;
- 1.8 use the Services to publish, post, share, copy, store, backup or distribute Material that contains viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or any other similar software that may damage the operation of the Services or another person's device or property;
- 1.9 engage in online activities that would encourage other parties to cause damage to the Services;
- 1.10 directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce, or create derivative works of the Services;
- 1.11 alter or modify any disabling mechanism, which may be included in Services, including tampering with the security of the Services or tamper with other customer accounts of BlueStreet;
- 1.12 assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services;
- 1.13 remove or alter any proprietary notices (e.g., copyright, trademark notices, legends, etc.) from the Services or copy any ideas, features, functions, or graphics of the Services;

- 1.14 build or assist someone else to build a competitive solution using similar ideas, features, functions, or graphics of the Service, or allow any person or entity that offers or provides services that are competitive to or with BlueStreet's products and/or services to use or access the Services, or encourage any Customer to patronize a service that competes with the Services;
- 1.15 use the Services to send unsolicited advertising and/or promotional materials, including, without limitation, 'spam' or bulk e-mail; or
- 1.16 engage in conduct that is likely to result in retaliation against BlueStreet or any of its employees, officers, or other agents, including engaging in behavior that results in any server being the target of a denial-of-service attack (DoS);
- 1.17 attempt to probe, scan, or test the vulnerability of the Services or to breach the security or

authentication measures without proper authorization.

2. CONSEQUENCES OF VIOLATIONS OF THIS AUP

BlueStreet may take action in response to complaints, including but not limited to any one or more of the following:

- 2.1 written or verbal warnings;
- 2.2 suspend certain access privileges;
- 2.3 suspend your user account or the Services in total;
- 2.4 terminate your user account or a respective Cloud Services Agreement;
- 2.5 bill you for any administrative costs and/or reactivation charges;
- 2.6 bring legal action to enjoin violations and/or to collect damages, if any, caused by violations of this AUP.

Updated:

10 November 2022