

## Acceptable Use of the Service

Last Updated: December 13, 2017

All users of the service provided by Clearpath EPM/EPM Strategies, LLC and Clearpath Alerts, LLC (collectively, "Clearpath") are expected to comply with this Acceptable Use Policy.

Disruption of the Service. You may not:

- access, tamper with, or use non-public areas of the Service, Clearpath's computer systems, or the technical delivery systems of Clearpath's providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure;
- access or search the Service by any means other than Clearpath's publicly supported interfaces (for example, "scraping");
- attempt to disrupt or overwhelm our infrastructure by intentionally imposing unreasonable requests or burdens on our resources (e.g. using "bots" or other automated systems to send requests to our servers at a rate beyond what could be sent by a human user during the same period of time)
- interfere with or disrupt the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service.

Misuse of the Service. You may not utilize the Service to carry out, promote or support:

- any unlawful or fraudulent activities;
- the impersonation of another person or entity or the misrepresentation of an affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
- activities that are defamatory, libelous or threatening, constitute hate speech, harassment, or stalking;
- the publishing or posting other people's private or personally identifiable information, such as credit card numbers, street address or Social Security/National Identity numbers, without their express authorization and permission;
- the sending unsolicited communications, promotions advertisements, or spam;
- the publishing of or linking to malicious content intended to damage or disrupt another user's browser or computer; or
- promotion or advertisement of products or services other than your own without appropriate authorization.
- Content Standards Within the Service. You may not post any Content on the Service that:
- violates of any applicable law, any third party's intellectual property rights, or anyone's right of privacy or publicity;
- is deceptive, fraudulent, illegal, obscene, pornographic (including child pornography, which, upon becoming aware of, we will remove and report to law enforcement, including the National Center for Missing and Exploited children), defamatory, libelous or threatening, constitutes hate speech, harassment, or stalking;
- contains viruses, bots, worms, or similar harmful materials; or
- contains any information that you do not have a right to make available under law or any contractual or fiduciary duty.

Violations of this Acceptable Use Policy. In addition to any other remedies that may be available to us, Clearpath reserves the right to immediately suspend or terminate your account or your access to the Service upon notice and without liability for Clearpath should you fail to abide by this Acceptable Use Policy. If you are a user of the Service under your employer or organization's account, Clearpath reserves the right to notify your employer or organization of any violations of this Acceptable Use Policy.

Modifications. Clearpath may amend or modify this Acceptable Use Policy from time to time in its sole and reasonable discretion. We will post any such changes on our website. If you object to any such change(s), your sole recourse shall be to cease using the Service. Continued use of the Service following notice of any such changes shall constitute your acknowledgement and acceptance of such changes.

For questions about these or any Clearpath terms or policies, email us at [terms-questions@clearpathalerts.com](mailto:terms-questions@clearpathalerts.com).