



## ARCSERVE (USA) LLC

### ACCEPTABLE USE POLICY

Arcserve (USA) LLC (“**Arcserve**”) has adopted this Acceptable Use Policy (“**AUP**”). This AUP describes certain acceptable and unacceptable uses of the products and services provided by Arcserve (the “**Solutions**”). You are responsible for knowing and abiding by this AUP. YOUR FAILURE TO COMPLY WITH ANY OF THE RULES SET FORTH IN THIS AUP MAY RESULT, AMONG OTHER THINGS, IN THE TERMINATION OF YOUR RIGHT TO USE THE SOLUTIONS AND THE DELETION OF ANY INFORMATION, DATA, OR CONTENT ASSOCIATED WITH THE SOLUTIONS WITH OR WITHOUT FURTHER NOTICE, AS DETERMINED BY ARCSERVE IN ITS SOLE DISCRETION.

This AUP is subject to change by Arcserve at any time by posting an updated acceptable use policy on the website <https://arcserve.com/CloudSolutions>. Arcserve will indicate at the bottom of this AUP the date such document was last updated, and any changes will be effective immediately upon posting of the revisions on the Site.

#### General Requirements

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You must have accurate, current and complete registration information on file with Arcserve.

#### Acceptable Use

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Your use of the Solutions must, at all times, be in accordance with all applicable local, state, federal or international laws, regulations, rules, orders and other requirements, now or hereafter in effect.

#### Unacceptable Use

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**Third-Party Rights and Content** – In using the Solutions, you may not:

- store any messages, text, materials, data, information, software, audio, art, images, photos, video, graphics, or other items or materials (“**Content**”) that infringes upon or violates the copyright, trademark, patent, trade secret, publicity, privacy or other rights of any third party;
- attempt to circumvent any content filtering techniques Arcserve may employ; or
- attempt to defeat or assist others in defeating any technical copyright protections.

**Inappropriate Content** – In using the Solutions, you may not store any Content that:

- is obscene, pornographic, indecent or sexually explicit or that constitutes, fosters or promotes pornography or bestiality;
- depicts graphic, excessive or gratuitous violence;
- is derogatory, demeaning, inflammatory, malicious, defamatory, abusive, offensive or hateful ; or
- promotes discrimination based on race, gender, religion, disability, sexual orientation, or age.

**Unlawful, Harmful or Prohibited Content or Conduct** – In using the Solutions, you may not:

- violate any applicable local, state, federal or international laws, regulations, rules, orders and other requirements, now or hereafter in effect;
- store any material that is illegal or fraudulent or that would encourage, solicit, foster, glorify or provide instructions for a criminal or civil offense including, but not limited to, material that promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking, or that any United States or foreign governmental entity considers to be confidential information of a national security interest or similar concern;
- store any material that contains software viruses, corrupted data or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware;
- attempt to probe, scan, penetrate or test the vulnerability of a Arcserve system or network;
- attempt to gain unauthorized access to or use of Arcserve’s data or the data of Arcserve’s customers;
- cause any breach of Arcserve’s security or authentication measures;
- attempt to use or access another user’s account without authorization or create a user account under false or fraudulent pretenses;
- engage in any conduct that is likely to result in retaliation against Arcserve or its employees, officers or other agents including, but not limited to, engaging in behavior that results in any server being the target of a denial of service attack, or otherwise take any action that may be harmful or otherwise adversely affect the reputation of Arcserve or any of its customers;
- attempt to alter, disable, interfere with or circumvent any part or aspect of the Solutions;
- take any action that would have an adverse effect on Arcserve’s systems or any other customer’s use thereof or access to data thereon.
- interfere with the use of the Solutions, or the equipment or network used to provide the Solutions; or
- use the Solutions in a manner that damages, disables, overburdens or impairs any of the Solutions, the underlying infrastructure or any network connections.

**High Risk Use** – The Arcserve Solutions should not be used in any application or situation where the failure of the Solutions could lead to death or serious bodily injury of any person, or to severe physical or environmental damage. Any use of Arcserve Solutions in such an environment shall be at customer's sole risk and customer hereby agrees to defend, indemnify and hold Arcserve harmless from any claim, suit, action, loss or liability resulting from or arising out of customer's use of the Solutions in such an environment.

No credits will be available under any service level standards provided by Arcserve for interruptions of any Solutions resulting from AUP violations.

## Investigation

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Arcserve has the right, but not the obligation, to investigate any actual or suspected violation of this AUP or misuse of its Solutions. Arcserve may remove and or disable access to any content or resource that violates this AUP or any other agreement we have with customer for use of the applicable Solutions. Arcserve may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. Arcserve also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information.

If you believe there is a violation of this AUP and would like to report it to Arcserve, please direct the information to [info@arcserve.com](mailto:info@arcserve.com).