



Vapor IO, Inc.

Acceptable Use Policy

This Acceptable Use Policy (“AUP”) describes activities that are allowed and disallowed on Vapor’s service platform, including the Kinetic Edge™ network, or while using the Services. Customer must adhere to the policies in this AUP and may only use the Services pursuant to a contractual relationship between Vapor and Customer (the “Agreement”). This AUP is incorporated by reference into such Agreement and by using the Services, each user agrees and acknowledges that it has carefully read and understood this AUP and the implications thereof, accepts the obligations and limitations set forth herein, and agrees to and consents to abide by the terms of the AUP. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement. Vapor reserves the right to update this AUP from time to time in its sole discretion to further detail or describe reasonable restrictions on Customer’s use of the Services by publishing a revised version of the AUP at <https://vapor.io/legal/policies/acceptable-use-policy/>, which shall be deemed effective upon posting. Use of the Services after the revised AUP is posted on the website shall constitute Customer’s acceptance of such revised AUP.

Customer Responsibilities

Customer may only use the Services in accordance with applicable laws, rules and regulations, including data protection and privacy laws, export laws and controls, and laws relating to commercial electronic messages. Customer is responsible for all activity occurring on its account and any violations of this AUP, including by its employees, agents, customers, end users, and anyone using the Services on its behalf, or on an unauthorized basis as a result of Customer’s failure to use reasonable security precautions. Customers who provide services to end users are responsible for such end users’ compliance with the terms of this AUP and must take steps to ensure compliance by their users. Customer is also responsible for all its Customer Content created or transmitted on or through the Services. Vapor does not review, edit, censor, or take responsibility for any information customers or their end users may create or transmit using the Services. Because of this, Vapor cannot accept any responsibility from customers, end users, or third parties resulting from illegal, inaccurate, or offensive content or transactions.

Customer must have valid and current account information on file with Vapor at all times, including a list of Authorized Users. Customer is solely responsible for maintaining the confidentiality of its password and account information, as well as the security of its network. Customer must use reasonable efforts to secure any device or network within its control against being used in violation of this AUP. Vapor’s right to suspend or terminate the Services applies even if a breach is committed unintentionally or without Customer’s authorization. Customer agrees to immediately notify Vapor of any unauthorized use of its accounts, violation of this AUP, or any other breach of security of which it becomes aware. Conduct that directly or indirectly encourages, permits or relies on activities in violation of this AUP, is also a violation of the AUP.

Prohibited Conduct

1. Illegal activity. Customer may not use the Services in violation of any applicable law, rule or regulation, or to encourage or instruct others in illegal or prohibited activities. This prohibition includes, without limitation:
 - a. Using, transmitting or storing any material protected by copyright, trademark, trade secret, patents or other intellectual property right without proper authorization, including software piracy;
 - b. Engaging in activity that violates privacy, publicity or other personal rights of others;
 - c. Engaging in, or facilitating, the distribution of materials that may not be exported under U.S. law or doing business with any individual or entity with whom U.S. companies may not do business;
 - d. Engaging in, fostering or promoting any conduct related to: illegal gambling; terrorism; narcotics trafficking; arms trafficking, child pornography, or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, including granting access to any individual or legal entity which is involved with or suspected of involvement in such activities or causes; and
 - e. Disseminating or posting any material that is obscene, defamatory, libelous, threatening, or harassing in nature, is violent, incites or threatens violence, contains harassing content or hate speech, or is otherwise unlawful.

2. Abusive Behavior. Customer may not use the Services to engage in, foster or promote any activities that may interfere with or adversely affect the Services, the Kinetic Edge network or other customer networks, or the ability of others to access or use the Services, including, without limitation:
 - a. Attempting to gain unauthorized access to, or to interfere with or compromise the normal functioning, operation, or security of any system or network security element, including Vapor's Kinetic Edge network;
 - b. Introducing, intentionally, knowingly or recklessly, any virus or other malicious or contaminating code into the Services or a customer network;
 - c. Exploiting vulnerabilities in hardware or software for malicious purposes;
 - d. Violating the rules, regulations, or policies that apply to any third-party network, server, or computer database that you access;
 - e. Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer or other malicious code or programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information;
 - f. Engaging in conduct that is abusive, irresponsible or reasonably likely to result in retaliation against Vapor's system, network, or employees, expose Vapor to any criminal or civil liability or otherwise harm Vapor's network, the Services or other customers; and
 - g. Using the Services in a way that unnecessarily interferes with the normal operation of the Kinetic Edge network and services generally or that consumes a disproportionate share of the resources of the system.

3. Inappropriate Use of electronic messages. Customers may not use the Services to convey or transmit unsolicited e-mails or messages including, without limitation, unsolicited bulk e-mail,

blogs or any messages, that messages could reasonably be expected to provoke complaints. Such prohibited conduct includes, without limitation:

- a. Sending or posting messages which are excessive and/or intended to harass or annoy others (i.e. spamming);
 - b. Continuing to send or post messages to a recipient that has indicated that he/she does not wish to receive them;
 - c. Engaging in any activity intended to conceal identity or contact information, including the omission, deletion, forgery or misreporting of any transmission or identification information, such as originating e-mail address, internet domain or IP addresses, or the use of any false, misleading, or deceptive TCP-IP packet header or message information;
 - d. Sending malicious messages, including, but not limited to, "mail-bombing", "flooding", "denial-of-service attacks", or other deliberate attempts to overload the target system and broadcast attacks;
 - e. Transmitting e-mail messages, files or other data that result or may result in blacklisting, service interruption, complaints, regulatory investigations or other conditions that may negatively affect the security of the Kinetic Edge network;
 - f. Any action which directly or indirectly results in any Vapor IP address space being listed on any abuse database (e.g. Spamhaus);
 - g. Collecting or using information, including e-mail addresses, screen names or other identifiers, by deceit, (such as, phishing, Internet scamming, password robbery, spidering, and harvesting) or distributing software that does the same;
 - h. Distributing advertisement delivery software without the affirmative consent of the user based on a clear and conspicuous notice of the nature of the software; and
 - i. Sending, posting, transmitting or receiving any messages in a manner or a format that violates the use policies of any other service provider.
4. Competitive Use. Customer shall not access the Services for comparison or benchmarking purposes or for the purpose of developing or operating a competitive product or service. Customer shall not use the Services to provide or operate any interconnection services, internet exchange, cloud on-ramp or similar services.
5. High Risk Use. Customer may not use the Services in any circumstance where a failure of the Services may cause harm to human life or create a risk to a person's health or public safety, or could cause physical or environmental damage, without Vapor's prior written consent. Customer may not use the Services in any circumstance which compromises national security or interferes with an investigation by law enforcement.

Violations of the AUP

Vapor reserves the right to conduct investigations into violations of this AUP and may, without notice, report to the appropriate legal authorities any conduct that Vapor reasonably believes to violate applicable law. Vapor will cooperate with appropriate legal authorities for suspected criminal violations and may provide any information Vapor has about the Customer and/or individual user's traffic.

If Vapor becomes aware of a violation of this AUP, Vapor may take appropriate steps to protect the Kinetic Edge network, its other customers and ensure compliance, including suspending or terminating Customer's Services. Customer may be subject to reasonable reinstatement fees in the event of suspension or termination. Vapor shall not be liable to Customer or any third party for any damages of

any nature which arise from Vapor exercising its rights under this AUP and no credit will be available for failure to meet any SLA for interruptions of Services resulting from any AUP violation. Customer agrees to indemnify Vapor in accordance with the MSA for any violation of the AUP which results in any Claim. In addition, Vapor reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

Vapor shall not be obligated to monitor or exercise any editorial control over any material stored, copied, or communicated using the Services, but reserves the right to do so, including intercepting or blocking any content or traffic belonging to Customers or to users where Services are being used in violation of this AUP. If Vapor is legally required to permit any relevant authority to inspect a Customer's content or traffic, Vapor can do so; provided that Vapor will give Customer reasonable prior notice where legally permissible.

Complaints regarding possible violations of the AUP should be sent to legal@vapor.io and should include sufficient detail for Vapor to investigate and respond to the complaint, including contact information for the individual submitting such complaint. Vapor will not respond to anonymous correspondence and will refer individuals who deliberately attempt to mislead us regarding their identity to appropriate law enforcement officials.