

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") governs your access to and use of websites operated by Merito Solutions, Inc. and its affiliates ("Merito," "we," "us," or "our"), including any forums, blogs, customer support areas, or other publicly available online services or interactive features (collectively, "Our Websites").

Capitalized terms used in this Acceptable Use Policy shall have the meanings set out in the Website Terms of Use, unless otherwise defined herein. This Acceptable Use Policy sets the rules for how You may access and use Our Websites, any Materials available on Our Websites, and any products or services offered through Our Websites (collectively, the "Products" and "Services").

"User Submissions" means any feedback, data, information, text, software, music, audio, photographs, graphics, video, messages or other materials that You are permitted to upload, post or otherwise submit to Our Websites. "Forums" means any interactive or community features of Our Websites (including blogs, bulletin boards, chat rooms, user-rating or review areas, community and support forums or similar spaces) that allow You to provide User Submissions. You must comply with this Acceptable Use Policy when participating in Forums or providing User Submissions.

You agree that You are solely responsible for all of Your User Submissions and that Your User Submissions are non-confidential and non-proprietary. You hereby agree to indemnify, release and hold harmless Merito with respect to any claims, damages, costs, losses, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) arising out of or in connection with Your User Submissions, Your use of any Forum, Your breach of this Acceptable Use Policy or the Website Terms of Use, or Your violation of any third-party rights (including, without limitation, intellectual property or other proprietary rights, rights of privacy or publicity, or rights of attribution).

We do not guarantee that You will have the ability to edit or delete any User Submission You have posted. We make no representation or warranty regarding the nature, quality, reliability, accuracy, completeness or usefulness of any User Submission. User Submissions represent the views of their authors and not necessarily Our views. Any user who finds a posted message to be objectionable is encouraged to contact Us as set out below.

You may not provide any User Submission, participate in any Forum, or otherwise use Our Websites in a manner that We determine (in Our sole discretion):

- Violates any local, state, national or international statute, regulation, rule, order, treaty or other law (including without limitation export control, consumer protection, unfair competition, anti-discrimination or false advertising laws);
- Infringes or otherwise violates the rights of others, including without limitation any intellectual property or proprietary rights;
- Impersonates any person or entity, including any of Our employees;
- Includes materials from a third-party website or contact information (such as email addresses or phone numbers) other than Your own;

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- Forges any TCP-IP packet header, e-mail header or any part of a message header;
- Attacks or insults another Forum user or a moderator or administrator of a Forum;
- Infringes any copyright, trademark, patent, trade secret or other intellectual property or moral rights of any third-party;
- Advocates or facilitates illegal activity; stalks, harasses or harms any person; impersonates any person or entity or misrepresents Your affiliation with a person or entity; modifies, alters, tampers with, repairs or otherwise creates derivative works of any software included in the Services (unless expressly permitted under a separate license);
- To the maximum extent permitted by local law, reverses engineers, disassembles or decompiles the Services or any software included with the Services;
- Interferes with or disrupts any Website or any Services or any servers or networks connected to the Services;
- Uses any high-volume automated method (including robots, spiders, scripts or similar data-gathering or extraction techniques) to access any Website, any Services or any other accounts, computer systems or networks connected to the Services (each a "System");
- Attempts to gain unauthorized access to any portion of the Services or any System, whether by hacking, password mining or any other means; or
- Violates the security or integrity of any computer system.

You represent and warrant that Your User Submissions:

- Are not, and could not reasonably be construed as, deceptive, vulgar, sexually explicit, pornographic, obscene, harmful, defamatory, libelous, hateful, racially, ethnically, religiously or otherwise abusive, biased or offensive; unlawfully threatening or harassing; invasive of another's privacy; or otherwise inappropriate or objectionable;
- Do not contain any viruses, worms, spyware, adware, Trojan horses, time bombs, cancelbots or other malicious computer code or content designed or likely to disrupt, damage or limit the functioning of any software or hardware;
- Do not contain any information that may be considered confidential, proprietary, non-public or personal information about Merito or any other entity or individual (for example telephone numbers, Social Security numbers, non-public health or financial information, and other protected personal data) without all legally-required authorizations;
- Do not contain, or constitute unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of unauthorized solicitation (links to commercial websites will not be considered unauthorized solicitations unless the link or website content appears to be intended as a means of solicitation, as determined by Us in Our sole discretion);
- Do not interfere with the operation of a Forum or another user's message box (including without limitation by mail or "post" bombing, news-bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks or attempts to evade messaging controls).

By participating in any Forum (including by providing messages), submitting any User Submission, or otherwise using Our Websites, You represent and warrant that:

- You are at least 13 years old;

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- No information contained in Your User Submission is false, inaccurate or misleading;
- You either (i) own all rights in Your User Submissions (including, without limitation, all rights in text, code, audio, video or digital recording and any performances contained therein) or (ii) have obtained sufficient rights in Your User Submissions to enable You to grant to Us the rights described below under our Website Terms of Use;
- You have paid, and will pay, in full all license fees, clearance fees and other financial obligations of any kind arising from any use or commercial exploitation of Your User Submissions;
- You are the individual depicted and/or heard in Your User Submissions or, alternatively, You have obtained all required permissions (including from parents or guardians where any individual is under the age of eighteen (18)) of each person appearing in or contributing to Your User Submission;
- You voluntarily waive any “moral rights” You may have in Your User Submission; and
- You were not compensated and will not be compensated by any third-party for submitting Your User Submission.

By providing a User Submission, You grant Us an irrevocable, perpetual, transferable, non-exclusive, fully paid-up, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, create derivative works of, adapt, publish, translate, publicly perform and publicly display Your User Submission (or any modification thereof), in whole or in part, in any format or medium now known or later developed — including without limitation incorporation into any technology, product or service;
- Use parts of Your User Submission to re-record or modify any audio tracks or visual images you provide, to rewrite any materials you submit and/or to combine other materials (whether created by Us or third-parties) with Your User Submissions;
- Use, offer for sale, sell, have made, import or otherwise exploit your User Submission (or any modification thereof), in whole or in part, in any technology, product or service that We deem appropriate in our sole discretion (including for commercial purposes);
- Display advertisements associated with your User Submission and use Your User Submission for promotional or marketing purposes.

We are not responsible for any loss, theft or damage of any kind to any User Submission.

Additionally:

Monitoring and Enforcement

While we are not obligated to do so, We may:

- Terminate access to any Forum at any time and for any reason;
- Delete, edit or otherwise restrict access to, or availability of, content that We, in our sole discretion, believe violates the Website Terms of Use or is otherwise inappropriate, harmful, objectionable or inaccurate;
- Monitor, pre-screen, verify or edit User Submissions;
- Monitor any Forums;

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- Investigate any violation of this Acceptable Use Policy or misuse of Our Websites, Products or Services;
- Investigate and assist in preventing security threats, fraud or other unlawful, malicious or inappropriate activity;
- Remove or disable access to or modify any content or resource that We believe violates this Acceptable Use Policy or any other agreement with You; or
- Suspend or terminate the provision of Products or Services to You for any uses that violate this Acceptable Use Policy or any other agreement with You.

We reserve the sole right to determine whether any User Submission or Your use of a Website or Service is prohibited. All User Submissions submitted to Us, and all actions performed via Your account (whether by You or any person associated with Your business, including Your employees, contractors or end-users) are your sole responsibility.

We may report any conduct that we suspect violates applicable laws or regulations to appropriate law-enforcement authorities, regulators or other third parties. We may disclose relevant information you have provided and cooperate with such entities in their investigation or prosecution of illegal conduct, including providing network and system information related to suspected violations of this Acceptable Use Policy.

We reserve the right to update this Acceptable Use Policy, at our sole discretion, from time to time. By continuing to use Our Websites, You agree to comply with this Acceptable Use Policy as revised at the time of use.

Report Violations

You may report abuse of this Acceptable Use Policy by contacting us at:

<https://www.merito.com/contact-us>

Contact Us

If you have any questions or suggestions regarding this Acceptable Use Policy, please reach out to us at: <https://www.merito.com/contact-us>

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