

## OPTIMIZEY ACCEPTABLE USE POLICY

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- Purpose and Background.** This Acceptable Use Policy ("AUP") (formerly called the Fair Use Policy) applies to the Customer's Use of the Software Service. This AUP is a description of the types of activities that are not permitted in connection with your use of the Software Services, including with respect to any associated Infrastructure. Capitalized terms not defined in this AUP have the meanings given to them in the Terms.
- The AUP applies to all Authorized-Users and Customer is solely responsible for any and all violations by its Authorized-Users. This AUP is subject to update from time to time, including to meet changing laws and regulations. AUP updates will be communicated to Customer through its Use of the Software Service, in OPTI-World, and /or via email. Customer Use of the Software Service confirms Customer's agreement with the most current version of the UAP.
- Customer (including its Authorized-Users in all cases under this AUP) will not Use the Software Services for any purpose that is unlawful, or otherwise prohibited by this AUP. Nor will they Use the Software Services in any manner that could damage, disable, overburden, or impair the Software Service, the Infrastructure, or any associated connected network, or interfere with any other party's use and enjoyment of any Software Services. Customer may not attempt to gain unauthorized access to any Software Service, other accounts, computer systems or networks connected to any Infrastructure or to any of the Software Services, through hacking, password mining or any other means. Customer may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Software Service. Customer may not attempt to copy or change, alter, or otherwise attempt to modify the Software Service or this AUP. Customer may not Use, or facilitate or allow others to Use, the Software Service; (i) for any illegal or fraudulent activity; (ii) to violate the rights of others; (iii) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam").
- If Customer knows of, or suspects, a violation of this AUP, Customer will promptly notify Optimizely in writing of that violation to [abuse@optimizely.com](mailto:abuse@optimizely.com). Optimizely will investigate all of reports, and will appropriately respond. Confidentiality is assured.
- We may investigate any suspected violation of this UAP and remove or disable access to any content or resource that violates this Policy. Customer will cooperate with Optimizely to remedy any violation. When determining whether there has been a violation of this UPA, Optimizely may consider Customer's ability and willingness to comply with this UAP, including the published policies and demonstrated processes it has in place to prevent or identify and remove any prohibited content or activity
- Customer Contact Information** - Customer is responsible for ensuring its contact information is accurate and current.  
Without limiting the acceptable use outlined above, the further provisions of this AUP also apply.
- The Use of the Software Services is provided is from Infrastructure which Authorized-Users have remote access via the Internet in conjunction with certain online, and offline, components provided by Optimizely. Customer shall be responsible for obtaining and maintaining appropriate equipment and ancillary services needed to Use the Software Services, including, without limitation, computers, computer operating system and web browsers (collectively, "Equipment"). Customer shall ensure that the Equipment complies with all configurations and specifications set forth in the Documentation. Customer shall report any defects with the Software Service to Optimizely as soon as possible after such defect is discovered.
- Lawful use of Software Services** - Customer may not use the Software Service if Customer or its Authorized-Users are legally prohibited from Using the Software Service under the laws of the country in which Customer or Authorized-Users are resident, or from which Customer and/or Authorized-Users Use the Software Service.
- Third Party Infrastructure Policies** - Customer shall ensure its awareness and compliance with the acceptable / fair use policies of the applicable third-party Infrastructure provider ("Third-Party Infrastructure Use Policies"). Customer's awareness and compliance with those Third-Party Infrastructure Use Policies is an obligation of Customer under this AUP, and any violation of a Third-Party Infrastructure Use Policy is a violation of this AUP.
- No Disruption** - Customer will not Use the Software Service in a way that impacts the normal operation, privacy, integrity or security of another's property (that is, accounts, domain names, URLs, websites, networks, systems, facilities, equipment, data, other information, or business operations – Another's Property"), including, but not limited to, disabling or in any way impeding required consumption metric monitoring).
- No unauthorized access** - Customer will not Use the Software Service to gain, intentionally or unintentionally, unauthorized access to, use, monitor, make unauthorized reference to, Another's Property, unless Customer (and its Authorized Users) have the appropriate express prior consent
- No malicious acts** - Customer will not Use the Software Service to hack, spoof, attempt or effect denial of service, mailbomb and/or send any email that transmits, contains, or embeds, any virus or propagating worm, or any malware, whether spyware, adware or other such file or program.

13. **Customer Data, content, information and other data used within Software Services** - Customer is fully solely responsible for ensuring its Customer Data, including data and information Authorized-Users insert, upload, download, generate, capture, relay or in any way transmit or store, on, through Use the Software Service, does not constitute an infringement of the right of a third-party or in any other way is in conflict with applicable legislation.

14. **Further Non Appropriate Use Policy** - Without limiting or any other provision of this AUP, Customer will not Use the Software Service, including Use of any e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (collectively "Communication Services"), or Process its Customer Data in a manner that: (i) is threatening, abusive, harassing, stalking, defamatory, deceptive, false, misleading or fraudulent; (ii) is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity); (iii) contains vulgar, obscene, indecent or unlawful material; (iv) publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity), unless Customer has all necessary rights and consents to do so; (v) without limiting 14(iv), use any material or information, including images or photographs, which are made available through its Use of the Software Service in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; (vi) knowingly or carelessly uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of Another Property; (vi) downloads any file that Customer knows, or reasonably should know, cannot be legally distributed in that way; (vi) falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded; (vii) restricts or inhibits any other user of the Software Service from using and enjoying their Optimizely software or services; (viii) harvests or otherwise collects information about others, including e-mail addresses, without their lawfully received consent; (ix) violates the usage standards or rules of an entity affected by Customer use, including ISP, ESP, or news or user group; (x) Use the Software Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise); (xi) create a false identity for the purpose of misleading others; (xii) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Software Service, or other user or usage information or any portion thereof; (xiii) respect and observe any posted limitations on usage, reproduction and/or dissemination; (xiv) is legally actionable between private parties; and/or (xv) is in violation of any applicable local, state, national or international law or regulation

15. **Review Right Policy** - Optimizely reserves the right to review materials posted to any Communication Service, and to remove any materials in its sole discretion. Customer must always use caution when giving out any personally identifiable information in any Communication Service. Optimizely does not control or endorse the content, messages or information found in any Communication Service and, therefore, Optimizely specifically disclaims any liability with regards to the Communication Service, and any actions resulting from Customer's participation in any Communication Service.

16. **Email Sending Policy** - Without limiting or any other provision of this AUP, If Customer sends email through the Software Service, Optimizely recommends adoption of the Messaging, Malware and Mobile Anti-Abuse Working Group (M3AAWG) Sender Best Communications Practices (BCP). The 'Sender Best Communications Practices' is available at [https://www.m3aawg.org/sites/default/files/document/M3AAWG\\_Senders\\_BCP\\_Ver3-2015-02.pdf](https://www.m3aawg.org/sites/default/files/document/M3AAWG_Senders_BCP_Ver3-2015-02.pdf). Customer shall use commercially reasonable efforts to adopt these Sender Best Communications Practices. Further, Email sent, or caused to be sent to or through Use of the Software Service may not: (i) use or contain invalid or forged headers; (ii) use or contain invalid or non-existent domain names; (ii) employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path; (iv) use other means of deceptive addressing; (v) use a third party's internet domain name without their consent, or be relayed from or through a third party's equipment without the third party's permission; (vi) contain false or misleading information in the subject line or otherwise contain false or misleading content; or (vii) use Optimizely trademarks, taglines, or logos without our prior written consent and only then pursuant to Optimizely trademark usage guidelines. In addition, Customer is prohibited from using the Software Services to email: (viii) purchased, rented, or borrowed lists, and (ix) lists that are likely to result in an excessive number of unsubscribe requests or SPAM complaints or notices, as determined by acceptable industry practices.

17. **Email Opt-out Policy** - Without limiting any other provision of this AUP, all email sent by Customer Using the Software Services will contain: (a) header information that is not false or misleading; and (b) an advisement that the recipient may unsubscribe, opt-out or otherwise demand that use of its information for unsolicited, impermissible and/or inappropriate communication(s) as described in this AUP be stopped (and how the recipient can notify Customer that it wants to unsubscribe, opt-out, or stop this use of its information). These requirements may not apply if the email sent is a transactional email and these requirements are not otherwise required by law. Customer warrants that it will promptly comply with all opt-out, unsubscribe, "do not call" and "do not send" requests.

18. **Text-Message and Telephone Marketing Policy** – Without limiting any other provision of this AUP, Customer must in its Use of the Software Service comply with all applicable laws relating to text-message and telephone marketing, ensuring all proper consent to receive text messages is obtained prior to making any such distribution, and ability to opt-out of any such messages. If Customer Uses the Software Service to send text messages or phone calls, Customer must also comply with all applicable industry standards, including those applicable guidelines published by, inter alia, (US-based Customers) the CTIA and the Mobile Marketing Association, and all others as apply to Customer and its Authorized-Users.

19. **No SPAM Policy** - Without limiting any other provision of this AUP, Customer may not Use the Software Service in any way to send, transmit, handle, distribute or deliver: (i) unsolicited commercial email ("spam" or "spamming") in violation of (for US-based Customers) the CAN-SPAM Act, or any other applicable law, regulation, applicable code of conduct and applicable industry standards ; (ii) email to an address obtained via internet harvesting methods or any secret methods (e.g., scraping); (c) email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry.

20. **Unsolicited Ideas Policy** - Optimizely does not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Optimizely's products or marketing strategies might seem similar to ideas submitted to Optimizely. So, please do not send your unsolicited ideas to Optimizely. or anyone at Optimizely. If, despite our request that you not send us your ideas and materials, you still send them, please understand that Optimizely. makes no assurances that your ideas and materials will be treated as confidential or proprietary

21. **Optimizely Anti-Slavery and Human Trafficking Policy** - As it may apply to Customer and its Use of the Software Service, Customer will comply with Optimizely Anti-Slavery and Human Trafficking Policy - (currently published at <https://www.optimizely.com/legal/anti-slavery-and-human-trafficking-policy>, as updated from to time). Optimizely confirms its commitment to the that Policy.

22. **Optimizely Code of Conduct** - as it applies to Customer and its Use of the Software Service, Customer will comply with Optimizely's Code of Conduct - (currently published at <https://www.optimizely.com/legal/code-of-conduct>, as updated from time to time. Optimizely confirms its commitment to its Code.

23. Customer acknowledges that Optimizely reserves the right at all times to disclose any information as Optimizely deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Optimizely s sole discretion.