

ACCEPTABLE USE POLICY

This Acceptable Use Policy sets out a list of acceptable and unacceptable conduct for all individuals browsing, using or otherwise accessing our website made available at www.shapediver.com (the “Website”), and the services offered by us on the Website (the “Services”). If we believe a violation of this policy is deliberate, repeated or presents a credible risk of harm to other users, our customers, the Services or any third parties, we may suspend or terminate your access. This policy may change as our business grows and evolves, so please check back regularly for updates and changes.

I. DEFINITIONS

- § 1.1 Capitalized terms used but not defined herein shall have the meaning set forth in the Customer Terms and User Terms (collectively, the “Usage Agreements”).

II. DO ...

- § 2.1 comply with all Usage Agreements, if applicable, including the terms of this Acceptable Use Policy;
- § 2.2 comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies;
- § 2.3 use commercially reasonable efforts to prevent unauthorized access to or use of the Services;
- § 2.4 keep passwords and all other login information confidential;
- § 2.5 monitor and control all activity conducted through your account in connection with the Services;
- § 2.6 promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your accounts or teams, including any loss, theft, or unauthorized disclosure or use of a username, password, or account; and
- § 2.7 comply in all respects with all applicable terms of any third party applications, including any that Customer elects to integrate with the Services that you access or subscribe to in connection with the Services.

III. DO NOT ...

- § 3.1 permit any third party that is not an Authorized User to access or use a username or password for the Services;
- § 3.2 share, transfer or otherwise provide access to an account designated for you to another person;
- § 3.3 use the Services to store or transmit any data that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property, or that may be tortious or unlawful;
- § 3.4 upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully accesses or downloads content or information stored within the Services or on our hardware or that of any third party;
- § 3.5 attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services, including any mechanism used to restrict or control the functionality of the Services, any third party use of the Services, or any third party data contained therein, except to the extent such restrictions are prohibited by applicable law;
- § 3.6 attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- § 3.7 access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- § 3.8 use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
- § 3.9 engage in activity that incites or encourages violence or hatred against individuals or groups;

- § 3.10 impersonate any person or entity, including, but not limited to, an employee of ours, an “Administrator”, an “Owner”, or any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
- § 3.11 use the Services to provide material support or resources, or to conceal or disguise the nature, location, source, or ownership of material support or resources, to any organization(s) designated by any government as a foreign terrorist organization pursuant to laws and regulations concerning national security, defense or terrorism;
- § 3.12 access, search, or create accounts for the Services by any means other than our publicly supported interfaces, for example, "scraping" or creating accounts in bulk;
- § 3.13 send unsolicited communications, promotions or advertisements, or spam;
- § 3.14 place any advertisements within any client software of ours;
- § 3.15 send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- § 3.16 abuse referrals or promotions to get more credits than deserved;
- § 3.17 sublicense, resell, time share or similarly exploit the Services;
- § 3.18 use the Services for consumer purposes, as they are intended for use by businesses and organizations;
- § 3.19 use contact or other user information obtained from the Services, including email addresses, to contact Authorized Users outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for Authorized Users for use outside of the Services; or
- § 3.20 authorize, permit, enable, induce or encourage any third party to do any of the above.

IV. CONTACT INFORMATION

- § 4.1 The Services are provided by Shapediver GmbH, Wattgasse 48, 1170 Vienna, Austria.
- § 4.2 If you have any questions about the Services or the Contract, please contact us as described in more detail on our Website.