

## SHOPHERO ACCEPTABLE USE POLICY

2023.7.28

Use of the **Products and Services** is subject to this **Acceptable Use Policy** (“AUP”).

If not defined here, capitalized terms have the meaning stated in the **Agreement**.

- A. Merchant-User agrees not to, and not to allow any third parties, including, but not limited to any of its Affiliates or End Users, to use the Products and Services or any ShopHero Technology in violation of the following rules and terms:

**Unacceptable Use.** ShopHero requires that all Merchant-Users, End-Users and other users of ShopHero’s Products and Services and ShopHero Technology conduct themselves with respect for others. In particular, all Merchant-Users, End-User and other users shall observe the following rules in the use of the Service:

- (1) *Unlawful Activity:* No one may use the Products and Services in violation of any applicable law or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws, including material which is infringing or abusive);
- (2) *Abusive Behavior:* Do not exploit, harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use slurs against any person or group.
- (3) *Privacy:* Do not violate the privacy or data protection rights of any person. Do not collect or disclose any personal information including any person’s personal address, social security number, or other personally identifiable information without the individual’s permission. Do not cooperate in or facilitate any identity theft.
- (4) *Intellectual Property:* Do not infringe upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- (5) *Hacking, Viruses, & Network Attacks:* Do not use the Products and Services or ShopHero Technology in any of the following ways:
  - (a) *Unauthorized Access:* Do not utilize the Products and Services or ShopHero Technology to access any computer or communications system without proper authorization, including the computers used to provide the Products and Services. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, perpetrate a denial of service attack, or in any other

way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Products and Services.

- (b) *Spam*: Do not utilize the Products and Services or ShopHero Technology to send bulk unsolicited e-mails or to transmit, or procure the sending of, any unwanted advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation. Do not facilitate or cooperate in the dissemination of spam in any way. Do not violate the CAN-SPAM Act of 2003.
  - (c) *Fraud*: Do not utilize the Products and Services or ShopHero Technology to issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
  - (d) *Violations of Law*: Do not utilize the Products and Services or ShopHero Technology in a manner which violates any law, including but not limited to the U.S. Children’s Online Privacy Protection Act.
- (6) *Quiet Enjoyment*. Do not utilize the Products or Services in a manner that would cause a material risk to the security or operations of ShopHero or any of its customers, or to the continued normal operation of other ShopHero customers.

**Unauthorized Activities.** Each Merchant-User, End User or other user of any ShopHero’s Products and Services and ShopHero Technology agrees not to:

- (1) Use any Products and Services or ShopHero Technology in any manner that could disable, overburden, damage, or impair such Products and Services or ShopHero Technology or interfere with any other party’s use of such Products and Services or ShopHero Technology, including their ability to engage in real time activities through such Products and Services or ShopHero Technology.
- (2) Use any robot, spider, or other automatic device, process, or means to access such Products and Services or ShopHero Technology for any purpose, including monitoring or copying any such Products and Services or ShopHero Technology traffic or resources available on such Products and Services or ShopHero Technology.
- (3) Use any manual process to monitor or copy any such Products and Services or ShopHero Technology traffic or resources available on such Products and

Services or ShopHero Technology or for any other unauthorized purpose without ShopHero's prior written consent.

- (4) Use any device, software, or routine that interferes with the proper working of any such Products and Services or ShopHero Technology.
- (5) Introduce any viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or technologically harmful.
- (6) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the such Products and Services or ShopHero Technology or any server, computer, database, or other resource or element connected to the such Products and Services or ShopHero Technology.
- (7) Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the such Products and Services or ShopHero Technology.
- (8) Otherwise attempt to interfere with the proper working of the such Products and Services or ShopHero Technology.

**Unacceptable Content.** Content that within the following descriptions does not comply with, and constitutes a violation of this AUP:

- (1) *Unlawful Activity:* Content which violates any applicable law or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, or intellectual property laws, including material which is infringing or abusive);
- (2) *Abusive Behavior:* Content that harasses, threatens, or defames any person or entity, or which constitutes or contains slurs against any person or group.
- (3) *Privacy:* Content that violates the privacy rights of any person, or which constitutes a collection of or disclosure of any personal address, social security number, or other personally identifiable information without each holder's permission, or which facilitates identity theft.
- (4) *Intellectual Property:* Content that infringes upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any person or entity, or that reproduces, publishes, or disseminates software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- (5) *Fraud:* Content that constitutes or makes fraudulent offers to sell or buy products, services, or investments, or that misleads anyone about the details or nature of a commercial transaction, or that can be construed as a commission of fraud.

(6) *Violations of Law*: Content that violates any law, including but not limited to the U.S. Children's Online Privacy Protection Act.

- B. **Consequences of Violation.** Violation of this ShopHero Acceptable Use Policy may lead to suspension or termination of the user's (including Merchant-User's) account and/or legal action. In addition, the user may be required to pay for the costs of investigation and remedial action related to AUP violations. ShopHero reserves the right to take any other remedial action it sees fit.
- C. **Reporting Unacceptable Use.** ShopHero requests that anyone with information about a violation of this AUP report it via e-mail to the following address: [legal@shophero.com](mailto:legal@shophero.com). Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including e-mail or IP (Internet Protocol) address if available, as well as details of the violation.
- D. **Revision of AUP.** ShopHero may revise this AUP at any time by posting a new version online at <https://www.shophero.com/legal>. The new version will become effective on the date of such posting. Each user is obliged to visit such webpage frequently to review the current version of the AUP and to make yourself aware of any amendments to the AUP. Any use of any Product or Services after the webpage AUP has been amended shall be the user's acceptance of, and agreement to, such amended AUP.