

## Acceptable Use Policy

**1. Scope.** This Acceptable Use Policy (“**Policy**”) applies to customers’ use of all services offered by 3PL Central LLC or its affiliates (“**Company**”), including the Software Services (as defined in the Master Subscription Agreement located at <https://www.skubana.com/terms-and-conditions-1> (the “**Master Subscription Agreement**”).

**2. Last Updated on March 25, 2022.**

**3. Changes to Policy.** Company may change this Policy by posting an updated version of the Policy located at <https://www.skubana.com/terms-and-conditions-1> and such updates will be effective upon posting.

**4. Violations.** A customer’s violation of this Policy will be considered a material breach of the Master Subscription Agreement and/or other agreement governing the customer’s use of the Software Services.

**5. Prohibited Material.**

**5.1.** Customers may not, and may not allow any third party to, use any Software Services to display, store, process, or transmit:

**5.1.1.** Material that infringes or misappropriates the Company’s or a third party’s intellectual property, proprietary or contractual rights, including any copyright, trademark, patent, trade secret, privacy, or publicity rights;

**5.1.2.** Hate-related or violent material, and/or material advocating discrimination against individuals or groups;

**5.1.3.** Obscene, excessively profane material or otherwise objectionable material;

**5.1.4.** Material advocating or advancing criminal hacking, cracking, or phishing;

**5.1.5.** Material related to illegal drugs or paraphernalia;

**5.1.6.** Malicious material;

**5.1.7.** Unlawful software;

**5.1.8.** Malicious code, such as viruses, worms, time bombs, Trojan horses, and other harmful or malicious files, scripts, agents, or programs; or

**5.1.9.** Material that violates, encourages, or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.

## **6. Prohibited Actions.**

**6.1.** Customers may not use, nor allow its users or any third party to use, any Software Service(s) to:

**6.1.1.** Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:

- (a)** Using any Software Service(s) to generate or send unsolicited communications, advertising, chain letters, or spam;
- (b)** Soliciting our customers for commercial purposes, unless expressly permitted by Company;
- (c)** Disparaging Company or our partners, vendors, or affiliates; or
- (d)** Promoting or advertising products or services other than your own without appropriate authorization;

**6.1.2.** Send, upload, distribute, or disseminate, or offer to do the same, with respect to unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, excessively profane, hateful, violent, or otherwise objectionable material, or promote, support, or facilitate unlawful, hateful, discriminatory, or violent causes;

**6.1.3.** Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;

**6.1.4.** Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;

**6.1.5.** Impersonate another person, entity or company (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any communication;

**6.1.6.** Violate the rights (such as rights of privacy or publicity) of others;

**6.1.7.** Promote, facilitate, or encourage illegal activity;

**6.1.8.** Access (including through any interfaces provided with a Software Service) any Company product or service or other service or website, in a manner that violates the terms for use of or access to such service or website;

**6.1.9.** Remove any copyright, trademark, or other intellectual or proprietary rights notices contained in or on any Software Service or reformat or frame any portion of the web pages that are part of the Software Service's administration display;

**6.1.10.** Accessing or searching any part of any Software Service(s) by any means other than our publicly supported interfaces (for example, "scraping"); or

**6.1.11.** Use any Software Service in any manner that would disparage or otherwise harm Company.

**6.2.** Customers may not use, nor allow its users or any third party to use, any Software Service(s) in any manner that violates applicable law.

**7. U.S. Digital Millennium Copyright Act or Similar Statutory Obligations.**

**7.1.** To the extent a customer uses any Software Service(s) for hosting, advertising, sending electronic messages, or for the creation and hosting of, or for posting material on, websites, each customer must:

**7.1.1.** Comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) or similar statute in other countries (the “DMCA”);

**7.1.2.** Set up a process to expeditiously respond to notices of alleged infringement that comply with the DMCA and to implement a DMCA-compliant repeat infringers policy;

**7.1.3.** Publicly display a description of its notice and takedown process under the DMCA on its instance of any Software Services; and

**7.1.4.** Comply with such processes, policy(ies), and description.

**7.2.** It is Company’s policy to respond expeditiously to valid notices of claimed copyright infringement compliant with the DMCA. In appropriate circumstances, Company will terminate the accounts of customers who Company suspects to be repeatedly or blatantly infringing copyrights.

**7.3.** If Company receives a notice alleging that material on a customer’s instance of any Software Service infringes another party’s intellectual property, Company may disable that customer’s instance of Software Service or remove the allegedly infringing material (if applicable). If Company receives more than one such notice for the same customer, Company reserves the right to immediately terminate such customer’s subscriptions to any or all Software Service(s) as deemed necessary by Company to ensure continued protection under the safe harbor provisions under the DMCA or to prevent violations of other applicable laws or third parties’ rights.