

Filebase Acceptable Use Policy

Last revised March 18th, 2019

This Acceptable Use Policy (this "Policy") describes prohibited uses of the storage and related services offered by Filebase, Inc. and its affiliates (the "Services") and the website located at filebase.com (the "Filebase Site"). The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the Filebase Site. By using the Services or accessing the Filebase Site, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services.

Inquiries regarding this Policy should be directed to abuse@filebase.com

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Services or Filebase Site for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

- **Illegal, Harmful or Fraudulent Activities.** Any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including disseminating, promoting or facilitating child pornography, offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi and pyramid schemes, phishing, pharming, or any other conduct that inhibits anyone else's use or enjoyment of our services.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- Monitoring of data or traffic on a System without permission.
- Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.

No Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.
- Excessive Utilization of Network. Abusing free egress and free API request policies to conduct an excessive amount of requests that may inhibit other users from utilizing or enjoying the service.
- Utilizing free Firebase trial accounts for offering commercial paid services.
- Signing up for multiple concurrent or sequential free Firebase trial accounts for the purpose of avoiding charges associated with paid subscriptions.

No E-Mail or Other Message Abuse

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Intellectual Property and Other Proprietary Rights

You may not use the Service in a manner that infringes on or misappropriates the rights of a third party in any work protected by copyright, trade or service mark, invention, or other intellectual property or proprietary information. For example:

- You may not use the Service to download, publish, distribute, use, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless you have permission from the owner of the work to use or copy the work in that manner, or you are otherwise permitted by established intellectual property law to copy or use the work or rights in that manner;
- You may not use the Service to publish content intended to assist others in defeating technical copyright protections; and
- You may not display another person's trademark without permission.

In addition, you may not use the Service to publish another person's trade secrets, or to publish information in violation of a duty of confidentiality. It is Filebase's policy to terminate the services of customers who are repeat infringers in appropriate circumstances.

Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services or Filebase Site. We may:

- investigate violations of this Policy or misuse of the Services or Filebase Site; or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Services or the Filebase Site.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please contact abuse@filebase.com