



# Acceptable Use Policy

AUG 2021



This Acceptable Use Policy applies to all users of the EZLease Subscription Services. Capitalized terms not defined in this Acceptable Use Policy have the meaning stated in the Subscription Agreement (the "Agreement") between EZLease, LLC ("EZLease") and its corporate customer (the "Customer"). Use of the Subscription Services by or through Customer or any Authorized User, and all Customer Content, must comply with this Acceptable Use Policy.

1. **Prohibited Customer Content.** The following Customer Content is prohibited as determined by EZLease in its sole discretion:
  - a. Customer Content that includes any of the following data elements:
    - i. a governmentally assigned identification number, including social security number or driver's license number or government-issued identification card number;
    - ii. financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or
    - iii. one or more factors specific to a person's physical, physiological, mental, economic, cultural identity or social status;
  - b. Customer Content that infringes the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party according to applicable law;
  - c. Customer Content that is or could be considered to be malicious, defamatory, libelous, hateful, racially, ethnically, religiously or otherwise biased or offensive; unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation; or vulgar, pornographic, obscene or invasive of another's privacy;
  - d. Customer Content intended to advocate or advance computer hacking or cracking;
  - e. Customer Content associated with drug paraphernalia, phishing or illegal activity, including without limitation illegal activities involving controlled substances or illegal software;
  - f. Customer Content that is false, inaccurate or misleading; and
  - g. Customer Content that violates, or encourages conduct that could violate, any applicable laws or any third-party rights.
2. **Restrictions.** Customer shall not, directly or indirectly, and Customer shall not permit any Authorized Users or any other persons to:
  - a. Use or process with or through the Subscription Services any personal information other than the individual Authorized User's name or Authorized User number, which may be used to identify an Authorized User through a client-maintained index and the named Authorized User registration information;
  - b. Reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Subscription Services;
  - c. Use the Subscription Services or any Confidential Information of EZLease to provide services competitive with those provided by EZLease, or create a product or service competitive with those provided by EZLease;

- d. Modify, translate, or create derivative works based on any element of the Subscription Services or any related Service Documentation;
- e. Rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Subscription Services (other than as may be permitted expressly in the assignment provisions of the Agreement);
- f. Use the Subscription Services for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer and Authorized End Users;
- g. Remove any proprietary notices from any Service Documentation;
- h. Publish or disclose to third parties any evaluation or benchmarking relating to the Subscription Services or its performance;
- i. Use the Subscription Services for any purpose other than its intended purpose and the scope of use set forth in the Agreement;
- j. Interfere with or disrupt the integrity or performance of the Subscription Services;
- k. Introduce any open source software into the Subscription Services;
- l. Introduce any unauthorized or unlawful content, information, data or materials into the Subscription Services; or
- m. Attempt to gain unauthorized access to the Subscription Services or their related systems or networks.

### 3. **Suspension**

- a. EZLease may suspend Customer's, any Authorized End User's or any other person's access to the Subscription Services in the event that any of them are engaged in, or EZLease in good faith suspects any of them are engaged in, any unauthorized conduct (including, but not limited to any violation of the Agreement), activity that poses a security risk or threatens material harm to the Subscription Services, or if there is an unreasonable load on the Subscription Services.
- b. EZLease will attempt to contact Customer prior to or contemporaneously with any such suspension; provided, however, that EZLease' exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification.
- c. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include its Authorized End Users and any sub-accounts.
- d. Customer agrees that EZLease shall not be liable to Customer, its Authorized End Users or any other third party if EZLease exercises its suspension rights as permitted by this Section.
- e. Upon determining that the unauthorized conduct leading to the temporary suspension has ceased to EZLease' reasonable satisfaction, EZLease shall reinstate access to, and use of, the Subscription Services.
- f. Customer remains responsible for all Fees during any period of EZLease' suspension of the Subscription Services.

- g. Notwithstanding anything in this Section to the contrary, EZLease' suspension of the Subscription Services is in addition to any other remedies that EZLease may have under the Agreement or under applicable law or in equity. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, EZLease may determine, in EZLease's reasonable discretion, that such circumstances, taken together, constitute a material breach.
- 4. **Law Enforcement.** EZLease reserves the right to report to law enforcement authorities any actions that may be illegal. When legally required or at EZLease's discretion, EZLease will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Subscription Services.