

Cloud Synergy Acceptable Use Policy

By using Cloud Synergy's products and services, you agree to abide by this Acceptable Use Policy ("AUP"). Unless otherwise defined herein, capitalized terms have the same meaning as set out in the **Cloud Synergy Customer Agreement**.

Illegal Use

Cloud Synergy's products and services (collectively "Services") may be used only for lawful purposes. Transmission, distribution or storage of any content in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export Control laws.

System Use

Interference with the functionality of the Service is prohibited. Examples include but are not limited to:

- uploading, storing, emailing, posting, linking, transmitting, distributing, publishing or otherwise disseminating any material that contains software viruses, Trojan horses, worms, time bombs, or any other computer code, file or program designed to interrupt, destroy or limit the functionality of the Services is prohibited;
- disrupting the normal flow of the Services, or acting in a manner that limits another user's use of the Services;
- modifying the Service or interfering or attempting to interfere with the Service, including through the use of any third party, device, software or routine;
- use of the Service to disrupt the servers or networks connected to the web servers used to provide the Service.

You may not remove or modify any identification, trademark, copyright, proprietary marking, restrictive legends or other notice from the Service. You may not upload, store, post, email, transmit, distribute, publish or otherwise disseminate on or through the Service (A) any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous or racially or ethnically objectionable, or promotes such activity; (B) any unauthorized advertising, junk mail, spam, chain letters,

or any other form of solicitation; or (C) any information or content that infringes any patent, trademark, trade secret, or other proprietary rights or any contractual rights of any third party.

Network Security

You may not use the Service 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:

- Accessing or using any part of the Service without permission, including attempting to probe, scan, or test the vulnerability of the Service or to breach any security or authentication measures used by the Service.
- Monitoring of data or traffic without permission.
- 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.

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 that impairs or disrupts the Service.
- Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective (DDoS).
- Interfering with the proper functioning of the Service, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- Using manual or electronic means to avoid any use limitations placed on the Cloud Synergy Storage Platform, such as access and storage restrictions.
- 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.

Email and Usenet

Distributing, publishing, sending, or facilitating the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements is prohibited. 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 AUP or the acceptable use policy of that provider.

DMCA

Cloud Synergy respects the intellectual property rights of its customers, end users and third parties. Without limiting its rights and remedies hereunder, Cloud Synergy complies with all aspects of the Digital Millennium Copyright Act (42 USC 512) (“DMCA”) and will terminate Services to any end user guilty of repeat infringement.

Please direct claims of copyright infringement, including notices or counter-notices pursuant to DMCA to support@cloud-synergy.eu.

Monitoring and Enforcement

Cloud Synergy reserves the right to take all actions necessary, in its discretion, to enforce this AUP, to preserve the quality of its Services and to protect its legitimate rights and interest - including immediate suspension or termination of Services with, or without, prior notice. If Cloud Synergy determines that it is practical under the circumstances, it may provide advanced notice or warning of an AUP violation and allow an end user to correct the violation prior to an enforcement action, but does not guarantee advanced notice and is not liable for any failure to provide such notice.

Reporting of Violations

To report any violation of this AUP, please contact support@Cloud Synergy.com.

Cork, 26.06.2024

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