

Wasabi Storage Platform Terms of Use and Acceptable Use Policy

Last Update: October 24, 2019

This Storage Platform Terms of Use and Acceptable Use Policy (“Platform Terms of Use”) is part of the Wasabi Customer Agreement for your use of the Wasabi Service. Capitalized terms have the same meaning as set out in the Wasabi Customer Agreement, unless this Agreement also contains definitions for such capitalized terms. By clicking the “I Accept” button and/or the check in box or other similar button where these Platform Terms of Use are presented, you (the “End User”) have accepted the terms thereof. Once you have successfully finished completion of the set-up of your Customer Account, you are enabled to make use of the Wasabi Storage Platform which constitutes the “Effective Date”. By accessing and using the Wasabi Storage Platform (and any other service offerings made available by Wasabi), you acknowledge that you have read and understand these terms and you agree to be bound by these terms.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO A BINDING AGREEMENT TO ADHERE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND THAT THE WASABI SERVICE AND STORAGE PLATFORM WILL BE USED ONLY IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND WITH ALL APPLICABLE LAWS. IF AN INDIVIDUAL IS REGISTERING OR USING THE WASABI SERVICE ON BEHALF OF AN ENTITY OR ORGANIZATION, THAT INDIVIDUAL WARRANTS, REPRESENTS, AND COVENANTS TO WASABI THAT SUCH INDIVIDUAL IS DULY AUTHORIZED TO AGREE TO THESE TERMS AND CONDITIONS ON BEHALF OF THE ORGANIZATION AND TO BIND THE ORGANIZATION TO THEM.

The Wasabi Storage Platform is licensed to you, not sold. Except for the limited license granted in this Platform Terms of Use, Wasabi and its Affiliates and its licensors retain all right, title and interest in the Wasabi Storage Platform and all proprietary rights in the Wasabi Storage Platform, including copyrights, patents, trademarks and trade secret rights.

Grant of Limited License. Subject to the terms and conditions of this Platform Terms of Use, Wasabi hereby grants to End User a revocable, personal, non-exclusive, non-transferable, and non-sublicensable license to access and use the Wasabi Storage Platform in accordance with the Wasabi Customer Agreement and these Platform Terms of Use.

Limitations on License. In addition to the terms set forth in the Wasabi Customer Agreement, the license granted to you in these Platform Terms of Use is restricted as follows:

- **Limitations on Copying, Distribution, Third Party Use.** End User acknowledges and agrees it shall not (i) provide access to the Wasabi Storage Platform, except to Authorized Users who are bound in writing by use and confidentiality restrictions which are no less protective of those contained in the Wasabi Customer Agreement; (ii) distribute or disclose the Wasabi Storage Platform to third parties including, but not limited to, by means of display; or (iii) use any robot, spider, other automatic device or program or manual process to copy or reproduce the Wasabi Storage Platform.
- **No Interference.** End User acknowledges and agrees it shall not (i) interfere with the functionality of the Wasabi Storage Platform by (A) 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 Wasabi Storage Platform; (B) disrupting the normal flow of the Wasabi Storage Platform, or acting in a manner that limits another user’s use of the Wasabi Storage Platform; (C) otherwise modifying the Wasabi Storage Platform or interfering or attempting to interfere with the Wasabi Storage Platform by third parties, including through the use of any device, software or routine; or (ii) use the Wasabi Storage Platform to disrupt the servers or networks connected to the web servers with respect to the Wasabi Storage Platform.
- **Proprietary Notices.** End User acknowledges and agrees it shall not remove or modify any identification, trademark, copyright, proprietary marking, restrictive legends or other notice from any aspect of the Wasabi Storage Platform.

- **Restrictions on Information Uploaded.** End User acknowledges and agrees it shall not upload, store, post, email, transmit, distribute, publish or otherwise disseminate on or through the Wasabi Storage Platform (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, to the best of End User's knowledge, infringes any patent, trademark, trade secret, or other proprietary rights or any contractual rights of any party.
- **Compliance with Applicable Law.** You are solely responsible for ensuring your and your Authorized User's use of the Wasabi Storage Platform is in compliance with any and all applicable local, state, federal or international laws, rules and regulations, including, but not limited to, laws regarding the transmission through the Wasabi Storage Platform of technical data or software exported from the United States and/or the countries in which you reside, and all local laws and regulations regarding online conduct, privacy and/or acceptable content.

No Security Violations

You may not use the Wasabi Storage Platform (or any part thereof) 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 part of the Wasabi Storage Platform without permission, including attempting to probe, scan, or test the vulnerability of the Wasabi Storage Platform or to breach any security or authentication measures used by the Wasabi Storage Platform.
- Monitoring. Monitoring of data or traffic on the Wasabi Storage Platform 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 the Wasabi Storage Platform that impairs or disrupts the Wasabi Storage Platform.
- 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 the Wasabi Storage Platform, 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 Restrictions. Using manual or electronic means to avoid any use limitations placed on the Wasabi Storage Platform, 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.
- Misuse of Free Offerings. Utilizing free Wasabi trial accounts for offering commercial paid services, or signing up for multiple concurrent or sequential free Wasabi 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 these Platform Terms of Use or the acceptable use policy of that provider.

Our Monitoring and Enforcement

We and our Affiliates reserve the right, but do not assume the obligation, to investigate any violation of these Platform Terms of Use or misuse of the Wasabi Service or Wasabi website. We ourselves or through our Affiliates may:

- investigate violations of these Platform Terms of Use or misuse of the Wasabi Service or Wasabi website; or
- remove, disable access to, or modify any content or resource that violates these Platform Terms of Use or any other agreement we have with you for use of the Wasabi Service or the Wasabi website.

We and our Affiliates may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. The reporting may include disclosing appropriate customer information. We and our Affiliates 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 these Platform Terms of Use.

Reporting of Violations of this Policy

If you become aware of any violation of these Platform Terms of Use, you agree to immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of these Platform Terms of Use, please contact support@wasabi.com.