

ACCEPTABLE USE POLICY

This Acceptable Use Policy applies to the Trickest Technology and Services. All capitalized terms not otherwise defined here will have the meaning specified in the Master Software Services Agreement and its schedules and other references incorporated therein (the “**Agreement**”).

1. **Acceptable Use.** Client represents and undertakes that it will use the Technology, the Services and the Client Content with the Technology in accordance with the Agreement, the applicable law and the Documentation. Without prejudice to the generality of the foregoing and to the greatest extent permitted by the applicable law, Client agrees to the following:
 - a) Client will not circumvent any technological protection measures set by Trickest to control access to the Technology;
 - b) Client will not use, and will not encourage others to use, the Technology or Services to design modify, create a derivative work or create any program that performs functions similar to the functions performed by the Technology;
 - c) Client will not disassemble, alter, adapt, merge, modify, translate, decompile, develop versions or derivative works, reverse engineer, upgrade, improve or extend, features or functionalities of the Technology or Services, or any portion of the Technology, or otherwise derive data representations or underlying algorithms, processes, methods or source code, therefrom or otherwise reduce them to human readable form;
 - d) Client must not remove, alter, modify or appropriate or use as their own, any proprietary markings included therein;
 - e) Client must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute the rights acquired under this Agreement;
 - f) Client will not use or encourage others to use the Technology and the Client Content in the Technology or other users’ Content : (i) for benchmarking or comparison purposes, (ii) to infringe any rights, (iii) to violate any laws or contracts, (iv) to access, tamper with or misuse any Trickest, its Affiliates or their users systems, (v) share any content that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another’s privacy, hateful, or otherwise objectionable; (vi) to perform any type of security testing in violation of this Agreement, applicable laws or contracts or attempt to disable, impair, or destroy the Technology or any systems used or accessed in conjunction with the Technology;
 - g) Client must not use the Technology or any Content on the Technology for any purposes prohibited by US, EU or other applicable law, including any export control laws or in connection with the design, construction, operation or supervision of any system where the use or a failure of such system could result in a situation that threatens the safety of human life or severe physical harm or environmental or property damage (including without limitation, for example, use in connection with any nuclear, military, avionics, life support, industrial, scientific, other life critical application or similar). The Technology is not designed for such use and Trickest expressly disclaims any liability or warranty for such use;
 - h) Access to the Technology (or certain Technology features, or Content) may be blocked by Trickest or by foreign governments in certain countries; Client is responsible to make sure that Client’s use of the foregoing is legal and available where Client is using them;
 - i) Client must maintain, monitor, and control all activity conducted through Client’s account, and back-up and validate data from all Client systems;

- j) Client must not use the Technology or the Content to engage in or promote any unethical, immoral, or illegal activity or enterprise, or to interfere in any political, electoral, democratic process or for military or other purposes.
 - k) Any modification, reproduction, release, performance, display or disclosure of the Technology by the Client shall be governed solely by this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.
2. **Technology SEP Use.** When Client is using the Technology or Client is building and using within or in conjunction with the Technology tools and mechanism for the purpose of a Security Enhancement Program (“**SEP**”, meaning an activity to engage in information / assets discovery, exploiting vulnerabilities, web application scanning, penetration testing, social engineering, or any other process related to ethical hacking or offensive cybersecurity or the exploitation of an IT system, configuration, software, or infrastructure with the permission of its owner to determine its vulnerabilities and weak points) Client is responsible to ensure that Client is allowed to do such actions in accordance with the laws applicable in Client’s country of residence or where Client is engaging in such an action, that Client has all legally required authorizations, licenses and consent, including from the person for whose purposes Client is using the Technology. In jurisdictions where the standard of security or requirements needed to lawfully engage in SEP are lower than as specified herein, this Agreement will supersede and will represent the minimum legal and security standard and requirements that Client must follow before Client uses the Platform or engage in any SEP.
3. **Client’s Undertakings.** Client represents that it has the appropriate rights to allow Trickest to use and/or modify any software or products as part of any Services and that Client has all required rights, licenses and consents to use the Technology and the Content. Trickest’s provision of the Services and of the Technology is contingent upon the warranty provided herein. Client grants Trickest, and subcontractors (if any) a non-exclusive, limited license to use Client Data necessary for performing the Services (if any).