



i-PRO CLOUD SERVICES ACCEPTABLE USE POLICY

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the software and cloud services (“Cloud Services”) offered by i-PRO Americas Inc., a Delaware corporation (“i-PRO”). i-PRO may update this Policy at any time in its sole discretion by posting an updated copy to its website. By using the Cloud Services, you agree to the latest version of this Policy. If you violate this Policy or authorize or help others to do so, we may suspend or terminate your access to the Cloud Services. In the event of a conflict between this Policy and your agreement with i-PRO governing use of the Cloud Services (the “Agreement”), this Policy shall control. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

Illegal, Harmful, or Offensive Conduct

You may not use the Cloud Services for illegal purposes or to take actions that are infringing, offensive, fraudulent or harmful to i-PRO or its other customers. Examples of prohibited activities include any use of the i-PRO Cloud Services:

- in violation of any applicable local, state, or federal law or regulation;
- in a manner that infringes or may infringe upon any copyrights, trademarks, patents, trade secrets, or other types of intellectual property;
- to transmit offensive or threatening materials, including materials that are obscene, pornographic, defamatory, libelous, abusive, hateful, excessively violent, or otherwise inappropriate or that constitute “protected health information” as that term is defined under the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented, or sensitive personally identifiable information such as personal bank account numbers, credit card numbers, country identifications numbers (such as social insurance, social security, driver’s license or passport numbers);
- to export software to points outside the United States in violation of applicable export control laws;
- to transmit fraudulent, deceptive, or misleading materials or to advance any type of financial scam or to facilitate the distribution of unsolicited bulk e-mail, junk email, spam, chain letters or other messages;
- to transmit viruses, Trojan horses, or other materials or components harmful to any network or equipment or other users or third parties; or
- in a manner that exposes or may expose i-PRO, its clients, partners, or vendors, or any other person or entity using the i-PRO Cloud Services to abuse, complaints, retaliation, connectivity issues, or other negative impact.

Content, Monitoring and Enforcement

i-PRO is not responsible for the material that you create, store, access or distribute through the Cloud Services. i-PRO reserves the right, but does not assume any obligation, to investigate any violation of this Policy or the misuse of the Cloud Services. i-PRO may:

- remove, disable access to, or modify any content or resource that violates this Policy or the Agreement we have with you for use of the Cloud Services; and



- report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. We 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.

If i-PRO determines that you have violated any of the terms of this Policy, i-PRO has the right to (i) demand immediate removal of the violating material and/or (ii) restrict, suspend or terminate all or a portion of your Cloud Services. In addition, if you violate this Policy, you may be subject to civil or criminal liability. i-PRO shall not be liable for any damages suffered by you or any user or third party resulting directly or indirectly from any actions taken by i-PRO pursuant to this Policy. All determinations by i-PRO as to whether abuse or violations of the Policy have occurred shall be conclusive and binding.

Violation Reporting

Violations or potential violations of this Policy may be reported to i-PRO at compliance.h@i-pro.com.

Last Revision Date: April 1, 2022