

Acceptable Use Policy

This Acceptable Use Policy (“AUP”) which constitute an integral part of the Terms, describes activities that are prohibited in connection with your use of the Service, in addition to the restrictions set forth in the Terms. This policy may change as we grow and our Service evolves, so please check back regularly for updates and changes. Capitalized terms used below but not defined in this AUP have the meaning set forth in the Terms.

A. You represent and warrant that you shall not do, or cause any other person to do, any of the following activities:

1. access (or attempt to access), tamper with, or search any portion of the Service and/or its underlying system, network and technology, by any means other than through the interface that is provided by us in connection with the Service (e.g. scraping, spidering or crawling), unless you have been specifically allowed to do so in a separate binding agreement with us;
2. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure;
3. attempt to disrupt or overwhelm our infrastructure by imposing unreasonable requests or burdens on our resources (e.g. using “bots” or other automated systems to send requests to our servers at a rate beyond what could be sent by a human user during the same period of time);
4. use the Service to transmit malware or host phishing pages. You may not perform activities or upload or distribute materials or content that harm or disrupt the operation of the Service or other infrastructure of Gocious or others, including Third Party Services. You may not use the Service for deceptive commercial practices or any other illegal or deceptive activities;
5. attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Service;
6. impersonate any person or entity, including, but not limited to, an employee of ours, an Admin, a Customer, or any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
7. use the Service to violate the privacy of others, including posting private and confidential information of others, without their express permission;

8. use the Service to perform or encourage others to perform any activities that are defamatory, libelous or threatening, constitute hate speech, harassment, or stalking;

9. upload to, or transmit from, the Service any data (including through Customer Data and/or Public User Submissions), file, software, or link that contains, or redirects to, a virus, Trojan horse, worm, scripting exploits, bots or other harmful component or a technology that may or is intended to damage or hijack the operation of any hardware, software (including the Service), or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; and

10. misuse or otherwise use the Service in an excessive manner compared to the anticipated standard use (examined, at our sole discretion), including without limitation, consuming a massive amount of storage or excessive use of bandwidth.

B. You warrant and represents that you are not, and will not encourage others, to upload, transmit or otherwise use in conjunction with the Service, any Customer Data, Public User Submissions, that:

1. exploit or abuse children, including but not limited to images or depictions of child abuse or sexual abuse, or that present children in a sexual manner;

2. infringes our or a third party's (including Third party Service) intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right;

3. is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful, pornographic, indecent, harassing, hateful, or otherwise encouraging any illegal, tortious or inappropriate conduct; or

4. attacks or otherwise unlawfully relate to others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition.

C. We are under no obligation to monitor your activities of the Services. However, we may systematically screen and/or monitor any data, content or information uploaded and/or transmitted into our Service and Sites, at any time and for any reason, for compliance with this AUP and the Terms, with or without notice.

D. You acknowledge that it is our policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to notices of alleged copyright infringement in accordance with our Copyright and Content Policy.

E. In addition to any other remedies that may be available to us, in case we suspect that the Customer Data, Public User Submission or any of your activities, or use of the Service, are in violation of this AUP, these Terms or applicable Law, we may (i) remove such violating Customer Data or Public User Submission, in whole or in part; and/or (ii) terminate or suspend your Account or your access to the Service, with or without advance notice and without liability for us.

F. We may modify this AUP, at any time by posting a revised version. By continuing to use the Service or access your Account after a revised version of the AUP has been posted, you agree to comply with the latest version of the AUP. In the event of a conflict between the AUP and the Terms, this AUP will take precedence, but only to the extent required to resolve such conflict.

Last Updated: July 22, 2020