

## **Teleskope Accepted Use Policy**

**Last Updated: 2/8/2023**

This Teleskope Accepted Use Policy (“AUP”) governs any communications between users, including Authorized Users, of any content and functionality available on or through the Applications and/or Services. Teleskope (“Teleskope,” “we,” or “us”) reserves the right to amend, alter, or modify these conduct requirements as set forth in this AUP at any time. By accessing and using the Teleskope Applications or Services, you agree to be bound by the terms of this AUP. Capitalized terms not defined herein shall have the meanings set forth in the applicable Subscription Agreement or Teleskope’s Privacy Policy.

When you are granted the license in the Applications or Services, you may need to register as well as procure for any and/or all of the Authorized Users a separate unique personal account with Teleskope. By creating the account, you agree to, as well as represent and warrant that all Authorized Users will: (a) provide accurate, current and complete account information; (b) maintain and promptly update from time to time, as necessary, all account information; (c) maintain the security of the password and other means of authentication and accept all risks of unauthorized access to the account and information available on or through the account; and (d) immediately notify us if any security breach or unauthorized disclosure is discovered or should have been reasonably discovered in the ordinary course of use of the Applications and/or Services.

### **Authorized Users Contributions**

Any Authorized User submitted material/content posted, submitted, published, transmitted, or displayed will be considered non-confidential and non-proprietary unless we expressly represent that communication among the Authorized Users and with us is undergone anonymously or with limited access by third parties, including members of your HR teams.

You understand and acknowledge that you are responsible for all Authorized User submitted material/content. We are not responsible or liable to any you or any third party for the content or accuracy of any Authorized User submitted material/contents posted, submitted, or contributed by you or any Authorized Users.

We reserve the right to: (i) take any action with respect to any Authorized User submitted material/content that we deem necessary or appropriate in our sole discretion, including if we believe that such Authorized User submitted material/content violates this AUP, infringes any intellectual property right or another right of any person or entity, threatens the personal safety of other Authorized Users or the public, or could create liability for the Teleskope; (ii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Applications and/or Services; or (iii) terminate or suspend your access to all or part of the Applications and/or Services for any or no reason, including without limitation, any violation of this AUP.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Applications and/or Services.

However, we do not undertake to review any and all material before it is posted, submitted or contributed on or through the Applications and/or Services, and cannot ensure prompt removal of objectionable material. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Prohibited Uses**

You may use all content and functionality available on or through the Applications and/or Services only for lawful purposes and in accordance with this AUP. You agree not to use those content and functionality:

- (i) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- (ii) For the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
  - (i) To send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity established in any jurisdiction, including any other Authorized User;
  - (ii) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
  - (iii) To impersonate or attempt to impersonate the Telescope, a Telescope employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing);
- (iv) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of any content and functionality available on or through the Applications and/or Services, or which, may harm the Telescope or other users.

Additionally, you agree not to:

- (i) Use the Applications and/or Services in any manner that could disable, overburden, damage, or impair the or interfere with any other party's use, including their ability to engage in real time activities;
- (ii) Use any robot, spider, or other automatic device, process, or means to access content and functionality available on or through the Applications and/or Services for any purpose, including monitoring or copying any traffic or available resources;
- (iii) Use any manual process to monitor or copy any traffic or available resources for any other unauthorized purpose without our prior written consent;
- (iv) Use any device, software, or routine that interferes with the proper functioning of content and functionality available on or through the Applications and/or Services;

- (v) Introduce any viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or technologically harmful;
- (vi) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Applications and/or Services or any server, computer, database, or other resource or element connected thereto;
- (vii) Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of content and functionality available on or through the Applications and/or Services
- (i) Otherwise attempt to interfere with the proper working of any content and functionality available on or through the Applications and/or Services.

## **Content Standards**

You agree not to use all content and functionality available on or through the Applications and/or Services to send, knowingly receive, upload, download, use, or re-use any material which:

- (i) Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- (ii) Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (iii) Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- (iv) Violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations;
- (v) Is likely to deceive any person;
- (vi) Promotes any illegal activity, or advocates, promotes, or assists any unlawful act;
- (vii) Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person;
- (viii) Impersonates any person, or misrepresents your identity or affiliation with any person or organization;
- (ix) Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising;
- (i) Gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## **Monitoring and Enforcement**

Teleskope, in its sole discretion, will determine whether your conduct is in compliance with this AUP. Without limiting the foregoing, we have the right to fully cooperate with Authorized Users' employers and any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone who accesses or uses all content and functionality available on or through the Applications and/or Services.