

DIGICERT ONLINE SERVICES ACCEPTABLE USE POLICY

This Acceptable Use Policy (“Policy”) describes prohibited uses of cloud-based online services (collectively, “Services”) offered by DigiCert, Inc., or its direct or indirect affiliates (“DigiCert”). This Policy applies to anyone who uses the Services, including, without limitation, the legal entity or individual doing business with DigiCert, including resellers or service providers (“Customers”), and any third party permitted by the Customer to use or access the Services (“End Users”). Customers are required to inform End Users of this Policy. Customers and End Users are referred to in this Policy as “You.”

MODIFICATION OF POLICY

The Policy is a non-exclusive list of the actions prohibited by DigiCert, and DigiCert reserves the right to modify this Policy at any time by posting a revised version. By accessing or using the Service, You agree to the latest version of this Policy. If there is a conflict between this Policy and the applicable agreement between You and DigiCert (“Agreement”), the Agreement will prevail.

PROHIBITED USE OF SERVICES

You agree not to use, or to encourage, promote, facilitate or instruct others to use the Services as follows:

A. No Illegal, Harmful, or Offensive Use or Content

- To engage in, promote, or encourage activities in violation of any applicable law, regulation, governmental order or decree, legal agreement, or DigiCert’s published policies;
- To violate, or encourage violation of the legal rights of others, including, but not limited to, infringing or misappropriating any intellectual property or proprietary right of another;
- To use, store, share, host, copy, distribute, display, publish, transmit, or send content that is or may be deemed offensive, inflammatory, hateful, infringing, defamatory, discriminatory, obscene, abusive, invasive of privacy, harmful to others, or otherwise objectionable;
- In a way that could harm the Service or impair anyone else’s use of the Service;
- For any unlawful, invasive, defamatory, infringing, or fraudulent purpose;

B. No Security Violations

- To access or probe any network, computer or communications system, software application, or network or computing device systems (each, a “System”) without authorization, including, but not limited to, breaches, vulnerability scans, or penetration testing;
- To disable, interfere with, or circumvent any aspect of the Service;
- To breach any security or authentication measures used by a System or the Service;

C. No Network Abuse

- To damage, disable, overburden, or impair the Service or a System;
- To store or transmit any content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware;
- To disable, interfere with, abuse, disrupt, intercept, circumvent, or otherwise violate the security of the Services, or to avoid any use limitations placed on a System;

D. No E-Mail or Other Message Abuse

- To distribute or facilitate distribution of unwanted, unsolicited or harassing mass e-mails or other messages, promotions, advertising, or solicitations (“Spam”);
- To alter, forge, or obscure mail headers or assume a sender’s identity without permission;
- To collect replies to messages sent from another Internet service provider in violation of this Policy or the Internet service provider’s policies;

E. No Hazardous Use

- In any application or in a manner where failure of the Service could lead to the death or serious bodily injury of any person, or severe physical or environmental damage.

MONITORING AND ENFORCEMENT OF POLICY VIOLATIONS

DigiCert reserves the right, but does not assume the obligation, to monitor and investigate violations of this Policy or misuse of the Services. Failure to comply with or breach of this Policy constitutes a material breach of the terms and conditions upon which You are permitted to use the Services, and, at any time, may result in DigiCert taking any and all actions in its sole discretion, including with immediate effect based on DigiCert's reasonable judgment, up to and including:

- warnings;
- suspending or terminating access to the Services; removing, or prohibiting access to, or modifying content that violates this Policy or any agreement that DigiCert has with You for use of the Service; and/or
- legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

Without notice to You (unless required by law), DigiCert may report any activity that DigiCert suspects violates any law or regulation to appropriate law enforcement authorities, or regulators. DigiCert's reporting may include disclosing Your account information and/or Your content. DigiCert may also cooperate with law enforcement agencies or regulators to help with the investigation and prosecution of illegal conduct by providing information related to alleged violations of this Policy.

DigiCert excludes and disclaims all liability for actions taken in response to breaches of this Policy. The responses described in this Policy are not limited, and DigiCert may take any other action it reasonably deems appropriate.

SERVICE LEVEL AGREEMENT

No credit will be available under the applicable Service Level Agreement for interruptions of service resulting from violations this Policy.

REPORTING OF POLICY VIOLATIONS

If You become aware of any violation of this Policy, You must notify DigiCert immediately and reasonably cooperate in any efforts to stop or remedy the violation.