

# Blockbax

## Acceptable Use Policy

This Acceptable Use Policy describes what is prohibited when using the **Service** offered by **Blockbax** and the related website located at <https://www.blockbax.com/> (the "Site").

This Acceptable Use Policy supplements, and is incorporated into, Blockbax' MSA (currently published at <https://blockbax.com/legal/msa>). You means the user of the Services or Site.

Capitalized terms not otherwise defined in the Acceptable Use Policy shall have the respective meanings assigned to them in the section Definitions of the MSA. If any provision in the Acceptable Use Policy conflicts with a term in the MSA, then the applicable provisions of MSA will prevail unless the term in the Acceptable Use Policy specifically states that it will prevail.

If you violate this Acceptable Use Policy, Blockbax may suspend or terminate your use of the Service or access to the Site. Blockbax' right to suspend or terminate your use of the Service or Site applies even if a breach is committed unintentionally or without your authorization if Blockbax believes that suspension or termination is necessary to ensure compliance with laws or to protect the rights, safety, privacy, security or property of Blockbax, its customers or third parties.

Blockbax may modify this Acceptable Use Policy at any time by posting a revised version on the Site. By using the Service or accessing the Site, you agree to the latest version of this Acceptable Use Policy.

## Intellectual Property

You may not use the Service or Site in any manner that would result in an infringement, dilution, misappropriation or other violation any intellectual property or proprietary rights of others, including but not

limited to copyrights and rights arising from patents, trademarks and trade secrets.

## **Inappropriate Content**

You are solely responsible for any content published or made available by you through the Service or Site. You may not use the Service or Site to transmit, store, display, distribute or otherwise make available content that is defamatory, libelous, threatening, harassing, abusive, hateful, deceptive, fraudulent, obscene, pornographic, indecent, harmful to minors, or otherwise objectionable, including without limitation content that constitutes child pornography.

## **Harmful Content**

You may not use the Service or Site transmit, store, display, distribute or otherwise make available content or technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program or data, including without limitation viruses, Trojan horses, bots, worms, scripting exploits, time bombs or other malicious code.

## **No Framing or Scraping**

You may not frame or mirror the Site without Blockbax' express prior written consent. You may not use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather any messages, text, files, images, photos, video, sounds, profiles, works of authorship, or any other content from the Service or Site or reproduce or circumvent the navigational structure or presentation of the Service or Site without Blockbax' express prior written consent. Notwithstanding the foregoing, Blockbax grants to the operators of public search engines the permission to use spiders to copy material from the Site for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of such material, but not caches or archives of such material. Blockbax reserves the right to revoke these exceptions either generally or in specific cases.

## **Email and Unsolicited Messages**

You may not use the Service or Site to transmit unsolicited email or

other messages, including without limitation unsolicited bulk email (“spam”), or email or messages that are excessive and/or intended to harass or annoy others. You may not continue to send email or other messages to a recipient who has indicated that he/she does not wish to receive them. You may not alter or obscure email or message headers or assume a sender's identity (including without limitation by engaging “spoofing”, “phishing” or similar attacks).

## **System Security**

You may not use the Service or Site to violate the security or integrity of any network, computer or communications system, software application or computing device (each, a **“System”**), including without limitation by attempting to: (a) probe, scan or test the vulnerability of a System or breach or circumvent security or authentication measures without authorization; (b) make network connections to, or otherwise access, a System without authorization; (c) monitor data or traffic on a System without authorization; (d) tamper, reverse-engineer, hack, interfere with, disrupt or disable a System, including without limitation by means of overloading, “flooding,” “mailbombing,” “crashing,” or denial of service attacks; (e) forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (f) use another party's account name or persona without authorization; or (g) take any action in order to obtain a Service to which you are not entitled.

## **Privacy**

You may not use the Service or Site to violate the privacy or confidentiality of others, including by transmitting, storing, displaying, distributing or otherwise making available others' private or confidential information (including without limitation their account names or personal data associated with their Service or Site account) without their authorization.

## **Compliance with Applicable Laws**

Without limiting the foregoing prohibitions, you may not use the Service or Site for any illegal purpose or in violation of any Applicable Laws.

## **No High-Risk Use**

You may not use the Service in any situation where failure or fault of the Service could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Service in connection with aircraft or other modes of human mass transportation or nuclear or chemical facilities.

## **Responsibility for Authorized Users**

You, as Authorized User, are responsible for using the Site and Services in accordance with this Acceptable Use Policy. Any other party or user using the Service or Site with your permission or not using your account is prohibited. Your use of the Service or Site to assist another person in an activity that would violate this Acceptable Use Policy if performed by you is a violation of this Acceptable Use Policy.

This Policy applies to anyone accessing or using the Service or the Site; however, each prohibition included in this Policy shall be interpreted to include, and apply to, any action directly or indirectly taken, authorized, facilitated, promoted, encouraged or permitted by a user of the Service or Site, even if such person did not themselves violate the prohibition.

## **Monitoring and Enforcement**

Blockbax reserves the right, but does not assume the obligation, to investigate any violation of this Acceptable Use Policy or misuse of the Service or Site. Blockbax has the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Service or the Site that Blockbax finds to be in violation of this Acceptable Use Policy. Blockbax may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing appropriate customer data. Blockbax also 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 Acceptable Use Policy. If Blockbax considers your use of the Service or Site is unreasonable, Blockbax may, at its sole discretion and without intervention, suspend or limit the Service (or any feature of it) in accordance with our agreement

with you; and/or terminate the Service in accordance with our agreement with you.

## **Reporting Violations**

If you become aware of any violation of this Acceptable Use Policy, you must immediately notify Blockbax by email at [legal@blockbax.com](mailto:legal@blockbax.com) and provide Blockbax with assistance, as requested, to stop or remedy the violation.

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*This Acceptable Use Policy was last updated on July 1, 2019.*