

## **Hawkeye Acceptable Use Policy**

**Last Updated: September \_\_, 2018**

This Acceptable Use Policy ("AUP") describes actions that Hawkeye prohibits when you use the Hawkeye Services (which for purposes hereof also includes the Hawkeye Accessibility SDK). BY USING THE HAWKEYE SERVICES, YOU CONSENT TO THE TERMS AND CONDITIONS OF THIS ACCEPTABLE USE POLICY. IF YOU DO NOT AGREE TO THIS ACCEPTABLE USE POLICY, PLEASE DO NOT USE THE HAWKEYE SERVICES.

You agree not to use, and not to encourage or allow any other person or entity to use, the Hawkeye Services in prohibited manners, including but not limited to the following:

- Transmitting or testing any material that infringes the intellectual property rights or other rights of third parties, including but not limited to trademarks, copyrights or rights of publicity or otherwise violating, infringing or misappropriating the rights of any third party.
- Transmitting or testing any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs or code.
- Engaging in activities or transmitting or testing through the Hawkeye Services any material that is libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age.
- Adversely impacting the availability, reliability or stability of any Hawkeye Services.
- Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any Hawkeye Services or on any third party.
- Attempting to bypass or break any security mechanism on any of the Hawkeye Services or using the Hawkeye Services in any other manner that poses a security or service risk to Hawkeye, to any user of the Hawkeye Services, to any of our respective customers or to their customers or users.
- Testing or reverse-engineering the Hawkeye Services in order to find limitations, vulnerabilities or evade filtering capabilities.
- Using the Hawkeye Services in any manner that may subject Hawkeye or any third party to liability, damages or danger.
- Using the Hawkeye Services in any manner that violates any applicable third party policies or requirements that Hawkeye has communicated to you.
- Using the Hawkeye Services to engage in or in connection with fraudulent activity.
- Using your account to engage in fraudulent activity with respect to third parties.
- Promoting or engaging in illegal activities.

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- Harvesting or otherwise collecting information about others without their express consent.
- Interfering with or disrupting networks connected to the Hawkeye Services or violating the regulations, policies or procedures of such networks.
- Registering with the Hawkeye Services with an email of a throw-away email address provider or any other publicly accessible email address.
- Using the Hawkeye Services, or a component of the Hawkeye Services, in a manner not authorized by Hawkeye.
- Creating a Hawkeye account for the purpose of competitive evaluation or research.
- Revealing your account password to others or allowing use of your account by others.
- Failing to make a reasonable effort to protect your passwords and to secure resources against unauthorized use or access.

We reserve the right to change this Acceptable Use Policy from time to time without notice by posting changes to Hawkeye's website. When we do, we will also revise the "Last Updated" date of this AUP.