ACCEPTABLE USE POLICY

LAST UPDATED: JULY 10, 2019

This Acceptable Use Policy ("**Policy**") of Global Sports & Entertainment Marketing LLC (**"GSEM"**) defines acceptable practices relating to the services and API provided by GSEM (collectively, "**SimuStream**"). Any person or company who accesses or uses SimuStream will comply with this Policy. You agree to be bound by this Policy as well as any other rules set forth in our Privacy Policy which can be found at https://www.simustream.com ("**Terms**") when you use or otherwise access SimuStream. YOUR FAILURE TO COMPLY WITH ANY OF THE TERMS SET FORTH IN THIS POLICY OR THE TERMS MAY RESULT, AMONG OTHER THINGS, IN THE TERMINATION OF YOUR RIGHT TO USE SIMUSTREAM AS DETERMINED BY GSEM IN ITS SOLE DISCRETION.

This Policy is subject to change by GSEM at any time by posting an updated acceptable use policy on GSEM's site currently located at https://www.simustream.com (the "**Site**"). GSEM will indicate at the top of this Policy the date such document was last updated, and any changes will be effective immediately upon posting of the revisions on the Site.

ACCEPTABLE USE

Your use of SimuStream must at all times be:

- in accordance with all applicable laws, rules, and regulations;

- in accordance with the Terms and with any other terms, policies, and agreements applicable to SimuStream; and

- in accordance with its intended purposes.

UNACCEPTABLE USE

SimuStream may only be used in connection with websites and applications pre-approved in writing by GSEM. Such approved websites and applications are referred to as "**Client Properties.**"

You may not access or use, or encourage, promote, facilitate or instruct others to access or use SimuStream for any illegal, harmful, or offensive purpose, or upload, use, create, transmit, store, display, distribute, or otherwise make available any data, material, documents, feedback, conversations, photos, audio files, videos, data, or other works (collectively, "**content**") that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to, the following:

Prohibited Conduct – In using SimuStream, you may not:

- access or use the Services in violation of any law, rule, or regulation;

- attempt to defeat or assist others in defeating any technical copyright or other intellectual property protections;

- use or launch any automated system including, but not limited to, robots, spiders, offline, and readers that accesses SimuStream in a manner that sends more request messages to the GSEM servers than a human can reasonably produce in the same period of time by using a desktop application or a conventional online web browser;

- attempt to use or access another user's account without authorization or create a user account under false or fraudulent pretenses;

- use any portion of SimuStream as a destination linked from any unsolicited bulk messages or unsolicited commercial messages;

- impersonate another person or otherwise misrepresent your affiliation with a person or entity;

- interfere with the proper working of SimuStream;

- bypass the measures GSEM may use to prevent or restrict access to SimuStream, including, but not limited to, registering for SimuStream with a non-authorized email address.

- take any action that imposes or may impose an unreasonable or disproportionately large load on GSEM's infrastructure (as determined in GSEM's sole discretion);

- attempt to interfere with, compromise the system integrity, or security or decipher any transmissions to or from the servers running SimuStream;

- collect or harvest any personally identifiable information, including account names, from SimuStream;

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- use the communication systems provided by SimuStream for any commercial solicitation purposes;

- engage in any activities that may interfere with the ability of others to access or use SimuStream;

- resell or redistribute SimuStream, or any part of SimuStream, or otherwise use SimuStream for any unintended purpose; or

- upload, use, create, transmit, store, display, distribute, or otherwise make available any content that contains (or causes) viruses, corrupted data, or other harmful, disruptive, or destructive files, or programs designed to interrupt, destroy, or limit the functionality of any software or hardware.

Prohibited Content – In using SimuStream, you may not upload, use, create, transmit, store, display, distribute, or otherwise make available via the website or application that utilizes SimuStream:

- any content, products, or services that are illegal or fraudulent or that would encourage, solicit, foster, glorify, or provide instructions for any criminal or civil offense;

- any content, products, or services that may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, to any animal, or to any property;

- any content, products, or services that relate to tobacco substances, drugs (whether legal or illegal), or alcoholic beverages;

- any content, products, or services that are obscene, pornographic, indecent, or sexually explicit;

- any content, products, or services that depict graphic, excessive, or gratuitous violence;

- any content, products, or services that are derogatory, demeaning, inflammatory, malicious, defamatory, abusive, offensive, hateful, harassing, humiliating to other people (publicly or otherwise), libelous, or otherwise objectionable;

- any content, products, or services that you do not have a right to make available under any law or under contractual or fiduciary relationships; or

- any content, products, or services that infringe, misappropriate, or violate the intellectual property or proprietary rights of others (including, but not limited to, rights of privacy and rights of publicity).

MONITORING, ENFORCEMENT AND REPORTING

Investigation and Removal of Content. GSEM reserves the right, but is not obligated, to investigate any violation of this Policy or misuse of SimuStream. GSEM may, in its sole discretion, remove or disable access to SimuStream for any reason or for no reason, including if GSEM believes that any Client Property (or content, products, or services advertised on or made available via any such Client Property) violates this Policy or any other agreement we have with you for use of SimuStream.

Enforcement. Enforcement of this Policy is solely at GSEM's discretion, and failure to enforce this Policy in some instances does not constitute a waiver of GSEM's right to enforce this Policy in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that SimuStream will be free from conduct or content that violates this Policy.

If you believe there is a violation of this Policy and would like to report it to GSEM, please direct the information to privacypolicy@simustream.com.