

ACCEPTABLE USE POLICY

Adopted on November 16, 2022

This Acceptable Use Policy ("AUP") describes the conduct rules that apply to use of all products and services ("Plume Services") offered by Plume Design, Inc. or its affiliates, branch offices, and/or business partners (together, in this AUP, "Plume"). To ensure that our users have a safe and positive experience we ask that users follow this AUP when using the Plume Services. It is your responsibility to comply with the applicable laws and regulations applicable to your conduct. If you encounter content or a business that you believe violates this AUP, please report it by emailing <u>legal@plume.com</u>.

For the Plume Services:

- You are our "**Customer**" if you are the legal or natural person that subscribes to or orders the Plume Services.
- You are an "End User" if you are authorized by Customer to access and use the Plume Services under our agreement with our Customer. If you are a Customer and a natural person, then you also are an End User.

You, as a user of the Plume Services, may not (and may not permit or encourage any third-party to) use the Plume Services:

- for any inappropriate, discriminatory, deceptive, illegal, or otherwise harmful purpose
- to violate the rights of others, including intellectual property, proprietary, privacy or other legal rights; or
- to engage in abusive, harassing, or threatening conduct or conduct that otherwise poses a threat to any third party.

You are prohibited from using our Services to engage in illegal activities or facilitate the purchases or sales of any illegal products or services. Specifically, you may not use the Plume Services for, or in connection with, the following:

- Theft or infringement of copyrights, trademarks, trade secrets or other types of intellectual property.
- Fraud, theft or misappropriation of funds, credit cards or personal information.
- Impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- Human Trafficking activities.
- Harming minors in any way.
- Making available any content that you do not have a right to make available under any law or contract, such as material non-public or other confidential information.
- Exporting, re-exporting or transferring of restricted software, algorithms, or other data in violation of applicable export control laws.
- Deceptive practices, such as phishing or pharming.
- Distributing threatening, malicious, harassing, libelous or defamatory materials or materials that are obscene, pornographic, indecent, or hateful or that promote discrimination based on race, gender, religion, nationality, disability, sexual orientation, age or other protected characteristic.

You may not use the Plume Services to violate, attempt to violate or knowingly facilitate the violation of the security or integrity of any network, electronic service or other system that is accessible through or in connection with the Plume Services. You shall not use the Plume Services in a manner that interferes with any other party's ability to use and enjoy the Plume Services, that interferes with Plume's or its partners' ability to provide the Plume Services, including for, or in connection with:



- Hacking, cracking into or otherwise using the non-public areas of the Plume Services or any other system without authorization
- Unauthorized probes or port scans for vulnerabilities
- Unauthorized penetration tests, traffic that circumvents authentication systems or other unauthorized attempts to gain entry into any system
- Web crawling, accessing a third-party web property for the purposes of web scraping, web crawling or web monitoring that impairs or otherwise disrupts the servers being crawled or is otherwise unlawful
- Unauthorized network monitoring or packet capture
- Forged or non-standard protocol headers, such as altering source addresses.
- Network flooding or Denial of Service attacks.
- Distributing unauthorized malware, phishing scams, viruses, Trojan horses, spyware, worms or other malicious or harmful code
- Operating network services
- Sharing or publishing content from the Plume Services to cause, or have the consequence of causing, the user of the content to violate this AUP
- Sending unsolicited or unlawful communications
- Attempting to trick other users or third parties for unfair advantages or financial gain

You shall not remove any copyright, trademark or other proprietary rights notices contained in or on the Plume Services or reformat or frame any portion of the web pages that are part of the Plume Services.

Changes to AUP

Plume may change this AUP by posting an updated version of the AUP at <u>www.plume.com/legal</u>. Plume will use reasonable efforts to notify you on or before updates are effective. All updates to this AUP are effective as of the Effective Date above.

Subject to applicable law and without limiting any rights Plume has, Plume may elect how it chooses to enforce this AUP.