

This Customer Acceptable Use Policy applies to the Customer's access to and use of the Software Service, and describes the types of activities that are not permitted in connection with the Use of the Software Service¹.

1. PURPOSE AND BACKGROUND. This Customer Acceptable Use Policy ("CAUP") (*formerly*, the Fair Use Policy) applies to the Customer's Use of the Software Service. This CAUP is an Optimizely Policy and is a description of the types of activities that are not permitted in connection with the Use of the Software Service, including with respect to any associated Underlying Services (formerly referred to as Infrastructure)². Capitalized terms not defined in this CAUP have the meanings given to them in the SUT, or otherwise in the Agreement. This CAUP replaces Optimizely's former Fair use Policy, effective 21 August 2022.
2. APPLICATION. The CAUP applies to all Authorized Users and Customer is responsible for violations by its Authorized Users. This CAUP is subject to update from time to time, including to meet applicable laws and regulations. CAUP updates will be communicated to Customer through the Software Service, in Opti-World, or via email. Customer Use of the Software Service confirms Customer's agreement with the most current version of the CAUP.
3. GENERAL RESTRICTIONS. Customer (including its Authorized Users) will not Use the Software Service for any purpose that is unlawful, or otherwise prohibited by this CAUP. Nor will they Use the Software Service in any manner that could damage, disable, overburden, or impair the Software Service, the Underlying Services, or any associated connected network, or interfere with any other party's use and enjoyment of any Software Service. Customer will not attempt to gain unauthorized access to the Software Service, other accounts, computer systems, or networks connected to any Underlying Services or to any Software Service, through hacking, password mining or any other means. Customer will not obtain, or attempt to obtain, any materials or information through any means not made available to the Customer through its Subscription., including under the Documentation Customer will not attempt to copy or change, alter, or otherwise attempt to modify the Software Service. Customer will not Use, or facilitate or allow others to Use, the Software Service: **(i)** for any illegal or fraudulent activity; **(ii)** to violate the rights of others; **(iii)** to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; **(iv)** for any content or activity that promotes child sexual exploitation or abuse; **(v)** to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network, or computing device; or **(vi)** to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations.
4. CUSTOMER CONTACT INFORMATION. Customer is responsible for ensuring its contact information is accurate and current.
5. FURTHER PROVISIONS. Without limiting the acceptable uses above, the following provisions also apply to this CAUP.
6. UNDERLYING SERVICES. Use of the Software Service is provided from Underlying Services which Authorized Users have remote access to via the Internet with certain offline components provided by Optimizely. Customer is responsible for obtaining and maintaining appropriate equipment and ancillary services needed to Use the Software Service, including, without limitation, computers, computer operating system and web browsers (collectively, "**Equipment**"). Customer shall ensure that the Equipment complies with all requirements as set out in the Documentation. Customer shall report any defects with the Software Service to Optimizely as soon as possible after such defect is discovered.
7. LAWFUL USE OF SOFTWARE SERVICE. Customer will not use the Software Service if Customer or its Authorized Users are legally prohibited from Using the Software Service under the laws of the country in which Customer or Authorized Users are resident, or from which Customer or Authorized Users Use the Software Service.
8. UNDERLYING SERVICES POLICIES. Customer shall ensure its awareness and compliance with the applicable use policies of the relevant Underlying Services Provider for the Software Service ("**Infrastructure Use Policies**"). Customer's awareness and compliance with those Infrastructure Use Policies is an obligation of Customer under this CAUP, and any violation of Infrastructure Use Policies is a violation of this CAUP.
9. NO DISRUPTION. Customer will not Use the Software Service in a way that impacts the normal operation, privacy, integrity or security of "**Another's Property**" (that is, accounts, domain names, URLs, websites, networks, systems, facilities,

¹ This CAUP also applies to Optimizely's managed services, and *Software Services* should be read and interpreted in the context of those managed services.

² Underlying Service is reference to Third-Party hosting infrastructure (and associated services), Third-Party networks and Third-Party content providers (collectively, the Underlying Service Providers)

equipment, data, other information, or business operations), including, but not limited to, disabling or in any way impeding required consumption metric monitoring).

10. NO UNAUTHORIZED ACCESS. Customer will not Use the Software Service to gain, intentionally or unintentionally, unauthorized access to, use, monitor, make unauthorized reference to, Another's Property.

11. NO MALICIOUS ACTS. Customer will not Use the Software Service to hack, spoof, attempt or effect denial of service, mailbomb and/or send any email that transmits, contains, or embeds, any virus or propagating worm, or any malware, whether that is spyware, adware or other similar file or program.

12. CUSTOMER DATA, CONTENT, INFORMATION AND OTHER DATA USED WITHIN THE SOFTWARE SERVICE. Customer is solely responsible for ensuring its Customer Data, including data and information Authorized Users insert, upload, download, generate, capture, relay or in any way transmit or store, on, through Use the Software Service, does not constitute an infringement of a Third-Party right or is in conflict with applicable law.

13. FURTHER NON-APPROPRIATE USE POLICY. Without limiting any provision of this CAUP, Customer will not Use the Software Service, including Use of any e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable communication with others (collectively "**Communication Services**"), or Process its Customer Data in a manner that: **(i)** is threatening, abusive, harassing, stalking, defamatory, deceptive, false, misleading or fraudulent; **(ii)** is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity); **(iii)** contains vulgar, obscene, indecent or unlawful material; **(iv)** publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity), unless Customer has all necessary rights and consents to do so; **(v)** without limiting 13(iv), uses any material or information, including images or photographs, which are made available through its Use of the Software Service in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; **(vi)** knowingly or carelessly uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of Another's Property; **(vii)** downloads any file that Customer knows, or reasonably should know, cannot be legally distributed in that way; **(viii)** falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded; **(ix)** restricts or inhibits any other user of the Software Service from using and enjoying their Optimizely software or services; **(x)** harvests or otherwise collects information about others, including e-mail addresses, without their lawfully received consent; **(xi)** violates the usage standards or rules of an entity affected by Customer's Use, including ISP, ESP, or news or user group; **(xii)** Use the Software Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise); **(xiii)** creates a false identity for the purpose of misleading others; **(xiv)** uses, downloads or otherwise copies, or provides (whether or not for a fee) to a person or entity any directory of users of the Software Service, or other user or usage information or any portion thereof; **(xv)** does not respect or observes any posted limitations on usage, reproduction and/or dissemination; **(xvi)** is legally actionable between private parties; and/or **(xvii)** is in violation of any applicable local, state, national or international law or regulation.

14. EXCESSIVE DATA. With respect to any excessive use of bandwidth that in Optimizely's sole opinion places an unreasonable burden on the Software Service, any Underlying Services or on any connected or intermediated technology or goes above or outside what might reasonably be considered, appropriate usage, or causes additional expense to Optimizely levied by any Underlying Service, Optimizely has the right to impose limits on bandwidth consumption through any means reasonably available to Optimizely. In addition to managing network usage to ensure that the activity of Authorized Users does not degrade, inhibit, or interfere with the use of the Software Service by other customers and their authorized users, Optimizely may implement, maintain and update from time to time an excessive use policy to address data consumption, bandwidth burdening and /or excessive bandwidth utilisation that is uncharacteristic of a typical user of the Software Service as determined by Optimizely in its sole discretion. Common activities that such policy may seek to address includes numerous or continuous bulk transfers of files and other high-capacity traffic using file transfer protocol ("FTP"), peer-to-peer applications and newsgroups and video downloads and streaming which result in excessive data consumption.

15. REVIEW RIGHT POLICY. Optimizely reserves the right to review materials posted to any Communication Service, and to remove any materials in its sole discretion. Customer must always use caution when sharing personally identifiable information in any Communication Service. Optimizely does not control or endorse the content, messages or information found in any Communication Service and, therefore, Optimizely specifically disclaims any liability with regards to the Communication Service, and any actions resulting from Customer's participation in any Communication Service.

16. EMAIL SENDING POLICY. Without limiting or any other provision of this CAUP, if Customer sends email through the Software Service, Optimizely recommends adopting the Messaging, Malware and Mobile Anti-Abuse Working Group (M3AAWG)

Sender Best Communications Practices and other applicable best practices (“BCPs”). The BCPs i are available at <https://www.m3aawg.org/published-documents>, as updated from time to time, Customer will use commercially reasonable efforts to adopt BCPs. Further, email sent, or caused to be sent to or through Use of the Software Service may not: **(i)** use or contain invalid or forged headers; **(ii)** use or contain invalid or non-existent domain names; **(iii)** employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path; **(iv)** use other means of deceptive addressing; **(v)** use a third party's internet domain name without their consent, or be relayed from or through a third party's equipment without the third party's permission; **(vi)** contain false or misleading information in the subject line or otherwise contain false or misleading content; or **(vii)** use Optimizely trademarks, taglines, or logos without our prior written consent and only then pursuant to Optimizely trademark usage guidelines. In addition, Customer is prohibited from using the Software Service to email: **(viii)** contain purchased, rented, or borrowed lists; and **(ix)** contain lists that are likely to result in an excessive number of unsubscribe requests or SPAM complaints or notices, as determined by acceptable industry practices.

17. **EMAIL OPT-OUT POLICY.** Without limiting any other provision of this CAUP, all email sent by Customer Using the Software Service will contain: **(i)** a header information that is not false or misleading; and **(ii)** an advisement that the recipient may unsubscribe, opt-out, or otherwise demand that use of its information for unsolicited, impermissible and/or inappropriate communication(s) as described in this CAUP be stopped (and how the recipient can notify Customer that it wants to unsubscribe, opt-out, or stop this use of its information). These requirements may not apply if the email sent is a transactional email and these requirements are not otherwise required by law. Customer warrants that it will promptly comply with all opt-out, unsubscribe, "do not call" and "do not send" requests.

18. **TEXT-MESSAGE AND TELEPHONE MARKETING POLICY.** Without limiting any other provision of this CAUP, Customer must in its Use of the Software Service, comply with all applicable laws relating to text message and telephone marketing, ensuring all proper consent to receive text messages is obtained prior to making any such distribution, and ability to opt-out of any such messages. If Customer Uses the Software Service to send text messages or phone calls, Customer must also comply with all applicable industry standards, including those applicable guidelines published by, *inter alia*, (US-based Customers) the CTIA and the Mobile Marketing Association, and all others as apply to Customer and its Authorized Users.

19. **NO SPAM POLICY.** Without limiting any other provision of this CAUP, Customer agrees to not Use the Software Service in any way to send, transmit, handle, distribute, or deliver: **(i)** unsolicited commercial email in violation of (for US-based Customers) the CAN-SPAM Act, or any other applicable law, regulation, applicable code of conduct and applicable industry standards; **(ii)** email to an address obtained via internet harvesting methods or any secret methods (e.g., scraping); or **(iii)** email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry.

20. **UNSOLICITED IDEAS POLICY.** Optimizely does not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Optimizely's products or marketing strategies might seem similar to ideas submitted to Optimizely. So, please do not send unsolicited ideas to Optimizely or its personnel. If, despite Optimizely's request to not send ideas and materials, they are still sent, Optimizely makes no assurances that these ideas and materials will be treated as confidential or proprietary.

21. **OPTIMIZEY ANTI-SLAVERY AND HUMAN TRAFFICKING POLICY.** As it may apply to Customer and its Use of the Software Service, Customer will comply with Optimizely Anti-Slavery and Human Trafficking Policy currently available at <https://www.optimizely.com/legal/anti-slavery-and-human-trafficking-policy>, as updated from time to time. Optimizely confirms its commitment to the Anti-Slavery and Human Trafficking Policy.

22. **SUSPECTED VIOLATIONS.** If Customer knows of, or suspects, a violation of this CAUP, Customer will promptly report the violation to Optimizely at support@optimizely.com. Optimizely will investigate all reports, and will respond appropriately and maintain confidentiality. Optimizely has the right to investigate any suspected violation to the CAUP and remove or disable access to any content or resource that violates this CAUP. Customer will cooperate with Optimizely to remedy any violation. When determining whether there has been a violation of this CAUP, Optimizely may consider Customer's ability and willingness to comply with this CAUP, including the published policies and demonstrated processes it has in place to prevent or identify and remove any prohibited content or activity.

23. **LAWFUL DISCLOSURE.** Optimizely reserves the right at all times to disclose any information as Optimizely deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Optimizely's sole discretion.