

# Acceptable Use Policy

This Policy outlines what constitutes acceptable and unacceptable use of the Komo software as a service platform (“the Platform”). This Policy is in addition to any other terms and conditions under which Komo provides the Platform to you.

You are solely responsible for your conduct and your data related to the Platform. You agree to indemnify, defend, and hold harmless Komo from any and all loss, cost, liability, and expense arising from your use of the Platform in any way that violates this Policy.

## **Changes to these terms**

We may decide, at any time, to modify any or all of this Policy if we make changes to the site or services, in response to changes in the law, or for other reasons. We will post any changes to this Policy on this page, without advance notification to our users. Any changes to this Policy will become effective as soon as they are posted on this page, so your continued use of our site or services after the modifications are posted, will constitute your acceptance of the modifications.

## **Acceptable Use**

1. You may only use the Platform to the extent permitted by your plan, sales order, or any other contract between you and Komo.
2. Only upload and publish content that you have created or to which you own the copyright or intellectual property rights.

## **Unacceptable Use**

Prohibited uses and activities include, without limitation, any use of the Platform in a manner that, in Komo’s sole discretion, involves or attempts any of the following:

1. Violating any law of, or committing conduct that is tortuous or unlawful in, any applicable jurisdiction;

2. Publishing any material that is unlawfully pornographic or indecent, or that contains extreme acts of violence.
3. Violating any copyright, patent, trademark, service mark, or other intellectual property rights.
4. Transmission of highly sensitive personal information of an individual in a manner that can be associated with the individual.
5. Violating the privacy or infringing the rights of others.
6. Send unsolicited communications, promotions, or advertisements using the Platform.
7. Reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the Platform.
8. Probe, scan or test the vulnerability of the Platform.
9. Breach or otherwise circumvent any security or authentication measures.
10. Introducing or activating any viruses, worms, harmful code and/or Trojan horses.
11. Reselling Komo's Platform, in whole or in part, to any entity or individual, without Komo's prior written consent, or misrepresenting your relationship with Komo.

## **Consequences for Breaching This Policy**

Komo reserves the right, at its sole discretion, to suspend or terminate any account that breaches this Policy.

In the event that Komo suspends or terminates any account, Komo's total liability is limited to the pro-rata amount of any affected Subscription Services fees prepaid to Komo and applicable to the unutilised portion of the Subscription Term for terminated Subscription Services.

Questions about this Policy (e.g. whether any contemplated use is permitted) should be directed to **support@komo.tech**).