

Samsung SDS America, Inc.
Acceptable Use Policy for Cloud Services

This Acceptable Use Policy (“**AUP**”) applies to all use of the cloud services offered by Samsung SDS America, Inc. (collectively, “**Services**”) and our website located at <https://www.samsungsds.com/us> (the “**Site**”). All references in this AUP to “**we**,” “**our**,” or “**us**” are references to Samsung SDS America, Inc.

1. Amendments. We may amend this AUP at any time by posting the updated version on our Site. Your use of the Site or any Services after an updated AUP is posted constitutes your acceptance of its terms.

2. Prohibited Activities. The Site and Services may only be used for lawful purposes and in accordance with this AUP. You may not use, and you may not permit your users or any other third party to use, the Site or Services to:

- 2.1. Distribute or send unsolicited mass email or other messages, promotions, advertising, solicitations, or commercial announcements in violation of the CAN-SPAM Act or any other applicable law or regulation;
- 2.2. Infringe or otherwise violate any copyright, patent, trademark, or trade secret, or other intellectual property rights of any Person or entity, including to run unlicensed or pirated software, operate an illegal peer-to-peer file sharing network, or display or transmit copyrighted materials without adequate ownership or license rights;
- 2.3. Gain, or attempt to gain, unauthorized access to any data, website, network, or services, including by disabling or circumventing any access controls implemented by us or any third party;
- 2.4. Export or re-export technical data, software, or encryption technology in violation of any U.S. or other applicable export control laws or regulations;
- 2.5. Exploit, harm, or collect information from minors, including by exposing them to inappropriate content or requesting or collecting their Personal Information;
- 2.6. Send, receive, upload, download, promote, display, or distribute any illegal, discriminatory, harassing, fraudulent, obscene, hateful, violent, or offensive material or information, or to engage in or promote any cause or activity that is unlawful, discriminatory, harassing, hateful, fraudulent, or violent;
- 2.7. Violate the privacy or publicity rights of any individual in any jurisdiction;
- 2.8. Harm our good will or reputation or expose us or any third party to liability;
- 2.9. Impersonate or attempt to impersonate or pose as any other Person or entity, including by using a name, email address, access credentials, or screen name that is associated with any third party;
- 2.10. Intentionally distribute malicious or harmful software code or instructions such as malware, viruses, Trojans, logic bombs, worms, corrupted files, adware, or spyware;
- 2.11. Enable, promote, or conduct a fraudulent enterprise or scheme, such as a pyramid scheme or other scam;
- 2.12. Mine cryptocurrencies or perform any other similar activity;
- 2.13. Crawl or monitor any website, network, system, or service, including by the use of a bot, spider, process, or other means;

- 2.14. Operate an open proxy or similar service;
- 2.15. Conduct or orchestrate a denial of service or other attack on any website, system, or resource;
- 2.16. Perform vulnerability or penetration testing on any any website, network, system, service, or device, including the Site or Services;
- 2.17. Restrict or inhibit anyone's use or enjoyment of any website, network, system, service, or device, including our other customers' use of the Site or Services;
- 2.18. Interfere with the security, availability, performance, or working of any website, network, system, service, or device, including the Site or Services; or
- 2.19. Circumvent or disable, or attempt to circumvent or disable, any of our monitoring tools, including to avoid fees or gain unauthorized access to any portion of the Site or Services.

3. Prohibited Content. You may not use, and you may not permit your users or any other third party to use, the Site or Services to send, receive, upload, download, use, re-use, distribute, transmit, or process any material, information, or other content that:

- 3.1. Infringes any privacy, publicity, intellectual property, proprietary, or other legal right;
- 3.2. Is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, malicious, discriminating, or otherwise objectionable;
- 3.3. Promotes discrimination against an individual or group, including discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- 3.4. Promotes criminal activity, such as illegal hacking or phishing;
- 3.5. Promotes hate or violence;
- 3.6. Is malicious or harmful, such as malware, viruses, Trojans, logic bombs, worms, corrupted files, adware, or spyware;
- 3.7. Is fraudulent, deceptive, illegal, harmful to us or our reputation, or harmful to any third party, including any content that constitutes, promotes, or assists any child pornography or other illegal activity and any content that forges your identity, impersonates someone else, or conceals or misrepresents your affiliation with any other Person or organization;
- 3.8. Is harmful, such as viruses, trojan horses, worms, logic bombs, or other malicious or harmful software or material; or
- 3.9. Violates or promotes any conduct that may violate any applicable law or regulation.

4. Monitoring and Enforcement. We are not obligated to investigate any violation of this AUP. However, we may, in our sole discretion:

- 4.1. Take any action we deem necessary or appropriate to investigate any actual or suspected violation of this AUP;
- 4.2. Disclose your identity or other information about you to any third party who claims that material posted by you on the Site or Services violates their intellectual property, publicity, privacy, or other rights;
- 4.3. Report any activity that we believe may be illegal to law enforcement or regulators;
- 4.4. Fully cooperate with any law enforcement authority, regulator, or court order requesting or requiring the disclosure of any information regarding your identity, the identity of any user of

our Site or Services, and any information regarding the use of our Site or Services by you or any third party; and

- 4.5. Terminate or suspend all or part of the Site or Services, or suspend, block, remove, or modify any content that we believe may violate this AUP.

5. Reporting and Cooperation. Upon becoming aware of any actual or suspected violation of this AUP, you will report the violation to us by sending an email to legal.sdsa@samsung.com. You agree to fully cooperate with our investigation of any actual or suspected violation of this AUP in connection with the Services that we provide to you or any use of our Site or Services by you or any of your users.

6. Definitions.

- 6.1. **“Person”** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
- 6.2. **“Personal Information”** means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, including the categories of information listed in Section 1798.140(o)(1) of the California Consumer Privacy Act of 2018.

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