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Import.io Acceptable Use Policy

This Acceptable Use Policy "AUP" is intended to protect the Service, customers of Import.io and the Internet community from improper, inappropriate, abusive, or illegal activity. When using the Service, Customer must comply with this AUP and is expected to adhere to commonly accepted practices of the Internet community. The prohibited uses described below are intended as guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list. Conduct that violates law, regulation, third party agreements, or the accepted norms of the Internet community, whether or not mentioned in this AUP is prohibited. Import.io reserves the right to prohibit activities that damage its commercial interests, reputation and goodwill.

Prohibited Uses

No Illegal Use

The Service may be used only for lawful purposes. The transmission, distribution, retrieval or storage of any material in violation of any law or regulation is prohibited. This includes, without limitation, data or other material which:

(a) Infringes, violate or misappropriates any copyright, trademark, trade secret or other intellectual property right or was obtained through the Service by circumventing technological protection measure that controls access to or copying of copyrighted content;

(b) Material that is obscene, defamatory, pornographic or indecent;

(c) Constitutes an illegal threat made against any person or organization; or

(d) Violates export control laws or regulations.

No Fraud or Forgery

Customer shall not use the Service in any manner that purposely alters or forges Customer's identity. Customer may not engage, without limitation, in the following activities:

(a) Sending any message or transmitting any electronic communication using a name or address other than Customer's own for deception;

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(b) Impersonating someone else by altering Customer's source IP address or by using forged headers or other identity information; or

(c) Fraudulently concealing, forging or otherwise falsifying Customer's identity for any use of the Service.

System and Network Security

Violations of system or network security are prohibited, and may cause criminal and civil liability. Examples include, but are not limited to:

(a) Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic;

(b) Using the Service to access, or to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Import.io's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;

(c) Interference with Service to any customer, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks, forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting;

(d) Using the Service to collect, or attempt to collect personal information about third parties without their consent; or

(e) Using the Service to release or distribute any "virus" or other software or instructions intended to destroy or corrupt or otherwise interfere with others' access to and/or use of the Services, the Internet, their computer systems and/or data.

(f) Use any high volume, automated, or electronic means to access the Services (including without limitation robots, spiders, scripts or web-scraping) unless accessed via an approved manner through Import.io APIs.

No Tortious Conduct

Customer shall not use the Service to post tortious, unlawful or defamatory information about a person without their consent, including any information harassing or would intentionally inflict emotional distress.

No Spamming

Customer shall not use the Service to send unsolicited messages, including, without limitation, commercial advertising and informational announcements or sending mass e-mailings, if such e-mailings provoke complaints from the recipients and Customer shall not use another site's mail server to relay mail without the express permission of the site.

Other Activities

Customer shall not use the Service to effect or participate in any of the following activities:

(a) To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles, which are off-topic according to the charter or other owner-published FAQ or description of the group or list;

(b) To engage in any of the foregoing activities prohibited under this AUP using the service of another provider; or

(c) To falsify user information provided to Import.io or to other users of the Service.

Consequences of Violation Suspension and Termination.

Import.io will be the sole arbiter what constitutes a violation of the AUP, provided that any determination of a violation of this provision shall be made reasonably in good faith based on applicable law, regulation and the accepted norms of the Internet community.

Besides any other rights or remedies under applicable law, If Import.io reasonably determines that the Customer's activities violate this AUP or pose a clear, present and material risk of harm to Import.io's business or operations or to Import.io's other customers, Import.io may immediately, without prior notice to Customer, take all actions to suspend or otherwise restrict Customer's use of the Service to prevent further possible unauthorized activity. Import.io shall notify Customer of the suspension or restriction during

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the login process. When requested by Customer Import.io will use commercially reasonable efforts to state the actions taken and facts supporting any allegation of violations of this AUP. Following completion of the investigation by Import.io, and delivery to Customer of a written report setting forth the details and conclusion of such investigation, depending on the severity of the violation, Import.io may besides any other remedies available to under law or its agreement with a Customer, restrict, suspend, or terminate the Service. Import.io will have no liability to Customer for any such suspension or termination, and Import.io shall have no obligation to refund or issue any credits (including any service credits) for any outages incurred through Service disablement resulting from an AUP violation.

Reporting

If Import.io learns such violation is a criminal offense, Import.io reserves the right to notify the law enforcement department of such violation. All Import.io contacts with any third party, including, without limitation, law enforcement, shall be under applicable law and regulation, including, but not limited to, law and regulation governing the privacy of information to Import.io's provision of its Service to its Customers.

Reporting Network Abuse

Any party seeking to report any violations of Import.io's policies may contact Import.io. If available, please provide the following information:

- The IP address, username or other identifying information used to commit the alleged infraction;
- The date and time of the alleged violation, including the time zone or offset from GMT; and
- Evidence of the alleged violation.

Update to AUP

Import.io reserves the right to modify this AUP at any time, by notifying Customer either via e-mail or posting a revised copy of the AUP on Import.io's website. Customer agrees to review this AUP on a regular basis and remain in compliance at all times.