

Online Services Acceptable Use Policy v1.2

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1 Online Services Acceptable Use Policy

Canon expects that the Customer will use the Therefore Online Services in an ethical, legal, authorised and otherwise proper manner.

Any illegal, unauthorised or improper use of the Therefore Online Services could be harmful to Canon, its licensors, its customers, the technological integrity of its infrastructure, the Therefore Online Services or other services or may otherwise damage Canon's reputation.

This Acceptable Use Policy (this "AUP" or "Policy") describes prohibited uses of the Therefore Online Services. The examples described in this Policy are not exhaustive, and Canon may modify this Policy at any time by issuing a revised Policy and posting a revised version of the Policy on the Therefore Online Services portal or a related website or on any other access portal after reasonable notice to affected the Customers (or, if different, by notifying the relevant customer in accordance with the agreement between the relevant customer and Canon (the Agreement)).

By using the Therefore Online Services or accessing the Therefore Online Services Portal, the Customer (as defined in the Agreement) agrees to comply with the latest version of this Policy, as notified by Canon to the Customer in writing (including in accordance with the Agreement). If the Customer violates this Policy or authorises or permits others to do so, Canon may immediately suspend some or all of the affected Therefore Online Services or terminate the Customer's use of the Therefore Online Services (where relevant, in accordance with the Agreement). This Policy forms part of the terms of the Agreement. The Customer is solely responsible for violations of this Policy by the Customer or anyone using the Therefore Online Services that are made available to the Customer, whether or not authorised by the Customer, including, without limitation, the Customer's employees, the Customer's contractors, or the Customer's customers and end users.

1.1 Obligation to Report

In delivering these Therefore Online Services, Canon provides or makes available to the Customer the physical or virtual servers, related storage and other resources, support and optional services according to the terms of the Agreement. In the course of delivering these Therefore Online Services, unless otherwise specified in the Agreement, Canon does not monitor, and may not be aware of, the Customer's use of the Therefore Online Services, including the Customer's loading and managing of its data (including, without limitation, Customer Data), or its content. Except as reasonably-needed to deliver the Therefore Online Services, as authorised by the Customer, contemplated by the Agreement, or as required by law, Canon will not have access to the Customer Data, or other content.

Therefore, if the Customer becomes aware of any violation of this Policy, the Customer agrees to notify Canon immediately and cooperate in any efforts to stop or remedy the violation. Canon may investigate any violation of this Policy or misuse of the Therefore Online Services (or any related portal or access), although Canon is not obliged to do so. Canon may deem it necessary to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties, without necessarily advising the Customer. Such reporting may include disclosing appropriate Customer information, and network and systems information related to alleged violations of this AUP or the Agreement. Canon may cooperate with appropriate public agencies or other appropriate third parties to assist with the investigation and prosecution of illegal conduct related to alleged violations of this Policy.

1.2 Accurate Information Required

The Customer agrees to provide accurate and complete information as reasonably required by Canon when the Customer purchases or uses the Therefore Online Services, and the Customer agrees to keep such information accurate and complete during the entire time that the Customer uses the Therefore Online Services.

1.3 No Illegal, Harmful, or Offensive Usage or Content

The Customer will use the Therefore Online Services only in accordance with the terms of the Agreement and with all applicable laws and regulations in all relevant jurisdictions.

The Customer may not use, or encourage, promote, facilitate, or instruct others to use the Therefore Online Services for any use that Canon reasonably believes to be illegal, harmful, or offensive, or to transmit, store, or otherwise make available any content that Canon reasonably believes to be illegal, harmful, or offensive. These prohibited activities and content include, but are not limited to:

- Illegal activities, including disseminating, promoting, or facilitating illegal pornography, or any activity that is likely to be in breach of, or does breach, any applicable laws or regulations including data protection;
- Any offensive content that is defamatory, obscene, deceptive, abusive, an invasion of privacy, objectionable, or otherwise inappropriate.
- Any content that infringes or misappropriates the intellectual property or proprietary rights of others or assists others in infringing any such rights.
- Any activities that may be harmful to the Therefore Online Services or to Canon's reputation, including engaging in any fraudulent or deceptive practices.

1.4 No Security Violations

The Customer may not use the Therefore Online Services to violate, or attempt to violate, the security or integrity of any network, computer, or communications system, software application, or network or computing device (individually or collectively "**System(s)**"). These prohibited activities include (but are not limited to) the Customer taking, or attempting to take, any of the following actions:

- Gaining unauthorised access to the Therefore Online Services or any other accounts or Systems, whether through high-volume, automated, or electronic processes, hacking, password mining, reverse engineering, or any other means.
- Probing, vulnerability scanning, or penetration testing of any System, or breaching any security or authentication measures without obtaining prior written approval from Canon. In particular, social engineering, denial of service, destructive, and password sniffing or cracking tests are not permitted.
- Monitoring data or traffic on any System without such permission. (The Customer may, however, monitor data or traffic on resources dedicated to the Customer's exclusive use.)
- Falsifying the origin of any TCP-IP packet headers, email headers, or any part of a message.

1.5 No Interference or Disruption of Therefore Online Services or Others' Networks, Systems, or Internet Connections

The Customer may not make network connections to any users, hosts, or networks unless the Customer has permission to communicate with them. The Customer may not take any action, or attempt any action, that interferes with or disrupts the proper functioning of any System. These prohibited activities include the Customer taking, or attempting to take, any of the following actions:

- Engaging in any activity that interferes with or adversely affects other Canon customers' use of the Therefore Online Services.
- Collecting information by deceit, under false pretences, or by impersonating any person or entity or otherwise misrepresenting the Customer's affiliation with a person or entity.
- Using any content or technology that may damage, interfere with, intercept, or take unauthorized control of any system, program, or data, including viruses, worms, or time bombs.
- Using the Therefore Online Services in any manner that appears to Canon to threaten Canon's infrastructure. This includes the Customer's providing inadequate security, allowing unauthorized third party access, or attempting to circumvent Canon' measures for controlling, monitoring, or billing usage.
- Uploading or otherwise using viruses, worms, corrupt files, Trojan horses, or other malware, or any other content which may compromise the Service, Canon's operations, or its performance for other Canon customers.

- Interfering with the proper functioning of any System, including any deliberate attempt to overload a System by any means.
- Monitoring or crawling a System so that such System is impaired or disrupted.
- Conducting or condoning denial of service attacks.
- Avoiding any use limitations placed on a System, such as access and storage limitation (including without limitation Usage Parameters referred to in the Agreement).