

## Acceptable Use Policy

*Effective date: 1 September 2024*

At Datagrok, we're committed to helping you unlock the full potential of your data. To ensure the best experience for all our users, we need to maintain a stable, efficient, and distraction-free environment. To do this, we need our users to use our products and services responsibly.

In this Acceptable Use Policy ("**policy**"), we explain what we mean by "use our products and services responsibly" and our response to incidents of misuse or abuse.

In summary, we reserve the right to remove content or restrict usage that goes against the spirit of this policy, even if it's not explicitly forbidden by the letter of the policy. In other words, if an action resembles something prohibited here – even if it's not listed verbatim – we may still take appropriate action.

You'll see the word "services" a lot throughout this page. That refers to all websites owned or operated by Datagrok, and any related websites, sub-domains, and pages, as well as any cloud services operated by Datagrok.

Our goal is to foster a positive and productive environment for all Datagrok users. By adhering to this policy, you help us maintain the integrity and effectiveness of our platform for everyone.

Here's what we won't allow:

### Disruption

- Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services
- Tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data
- Modifying, disabling, or compromising the integrity or performance of the services or related systems, network, or data
- Deciphering any transmissions to or from the servers running the services
- Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
  - Using "robots," "spiders," "offline readers," or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser
  - Going far beyond the use parameters for any given service as described in its corresponding documentation
  - Consuming an unreasonable amount of storage for data in a way that's unrelated to the purposes for which the services were designed

## **Wrongful activities**

- Misrepresentation of yourself, or disguising the origin of any content (including by "spoofing", "phishing", manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Datagrok or any third party)
- Using the services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from our services
- Using our services to stalk, harass, or post direct, specific threats of violence against others
- Using our services for any illegal purpose or in violation of any laws (including data, privacy, export control laws, among others)
- Accessing or searching any part of the services by any means other than our publicly supported interfaces (for example, "scraping")
- Using meta tags or any other "hidden text" including Datagrok' or our suppliers' product names or trademarks.

## **Inappropriate communications**

- Using the services to generate or send unsolicited communications, advertising, chain letters, or spam
- Soliciting our users for commercial purposes, unless expressly permitted by Datagrok
- Disparaging Datagrok or our partners, vendors, or affiliates
- Promoting or advertising products or services other than your own without appropriate authorization

## **Inappropriate content**

Posting, uploading, sharing, submitting, or otherwise providing content that:

- Infringes Datagrok' or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
- You don't have the right to submit any content that:
  - is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful
  - encourages illegal or tortious conduct or that is otherwise inappropriate
  - attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition
  - contains viruses, bots, worms, scripting exploits, or other similar materials

- is intended to be inflammatory
- could otherwise cause damage to Datagrok or any third party

In this Acceptable Use Policy, the terms have the following meanings:

**"content"** means: (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the services and (2) any other materials, content, or data you provide to Datagrok or use with the services.

**"Datagrok", "we", or "us"** means: Datagrok, Inc., a Delaware corporation and its affiliates.

**"affiliate"** means: an entity controlled, controlling, or under common control with a party, where control means at least 50% ownership or power to direct an entity's management.

Without affecting any other remedies available to us, Datagrok may permanently or temporarily terminate or suspend a user's account or access to the services without notice or liability if Datagrok (in its sole discretion) determines that a user has violated this Acceptable Use Policy.