

ACCEPTABLE USE POLICY

Version 2025-10-01

This Acceptable Use Policy (this “**AUP**”) is incorporated by reference in your Master Service Agreement (“**MSA**”), as applicable. Any use of the Services is subject to this AUP. Unless otherwise defined in this AUP, capitalized terms have the meaning given in the MSA or PMSA, as applicable.

Z33 may add, delete or modify any provision of this AUP at any time without notice, effective upon posting of the modified AUP on Z33’s website. We encourage you to periodically review this policy to ensure you remain in compliance with it.

Z33 may suspend or terminate your Services, in part or in full, immediately and without notice if it determines, in its sole discretion, that you are in violation of the AUP. Z33 may investigate any suspected violation of this AUP and is committed to investigating all reported violation of this AUP. Please see the process outlined below to know how you can submit a report.

No credit will be available for interruptions or suspension of Services resulting from AUP violations. Please note that a failure to enforce this policy in any instance does not amount to a waiver of Z33’s rights.

Under this AUP, “you” and “your” shall also mean any End User of your Account. You acknowledge and agree that it is your sole responsibility to access and use the Services in a lawful manner and in compliance with this AUP, and to ensure that your End Users comply with this AUP. You agree to indemnify, defend and hold harmless Z33, and its Third-Party Suppliers from any Claim arising out of or related to your use of Services in violation of this AUP.

Without limiting the generality of the foregoing, you agree not to engage in any of the following prohibited activities:

1. Access or use the Services or any portion of the Services in contravention with any Applicable Law, and any applicable terms and conditions or policies. This includes:
 - a. Generating or facilitating unsolicited bulk or commercial email in violation of the Canada's Anti-Spam Legislation (CASL) or any other laws and regulations applicable to bulk or commercial email.
 - b. Violating the terms and conditions, or policies of any network which you access using the Services.
 - c. Violating, infringing, or misappropriating any third-party rights, including but not limited to privacy rights and intellectual property rights.

- d. Distributing viruses, worms, Trojan horses, corrupted files, hoaxes, or other malicious software code or items of destructive or deceptive nature.
- e. Using the Services to publish, distribute or store any content or links to any content that is illegal, or that Z33 determines to be, at its sole discretion, harmful, offensive, hateful, threatening, abusive, harassing, libelous, defamatory, malicious, obscene, deceptive, fraudulent, tortious, excessively violent, promoting or soliciting an illegal activity, or promoting discrimination based on race, gender, religion, disability, sexual orientation, or age.
- f. Using the Services for any illegal, offensive, harmful, invasive, infringing, defamatory, discriminatory, misleading, or fraudulent purpose.
- g. Altering, disabling, interfering with, or circumventing any aspect of the Services, including but not limited to permitting or facilitating unauthorized access to the Services.
- h. Decompiling, disassembling, reverse engineering, probing, scanning, penetrating, or testing the vulnerability of any portion of the Services, of Z33's system, software or network or breaching Z33's security measures.
- i. Accessing or authorizing someone named on a governmental list of persons or entities prohibited from receiving exports to access the Services.

2. Access or use the Services or any portion of the Services, unless expressly permitted in writing:

- a. For third-party training.
- b. As an application service provider or service bureau.
- c. For timesharing or rental.
- d. To design software or other materials or services with functions similar or competitive with Z33 for any purpose, including distribution to third parties.
- e. To interface with any other service or application that is outside the scope of the intended use.
- f. In any application or situation where the failure of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("**High Risk Use**"). High Risk Use does not include non-control functions, the failure of

which would not result in death, personal injury, or severe physical or environmental damage.

g. For purposes of monitoring their performance, availability, or functionality, or for any other benchmarking or competitive purposes.

h. If you are a business offering to third parties services similar to the Services offered by Z33.

i. If you are named on any governmental list of persons or entities prohibited from receiving exports or in a country sanctioned by export or re-export restrictions.

j. In any manner not authorized by Z33, or in any manner that Z33 reasonably believes to be damaging to its reputation, business, system, network, or Services.

3. Except with respect to your Data, duplicate any portion of the Services or display, distribute, publish, or otherwise disclose any Service.

4. Make any modification to or create any interface for any Service that is not specifically authorized by Z33.

5. Resell or sublicense any portion of the Services. Any purported resale or sublicense will be void.

For questions regarding this AUP or to report any violation thereto, please contact privacy@z33.ca.