Acceptable Use Policy Revision 3, 19th September 2017

YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THIS ACCEPTABLE USE POLICY TOGETHER WITH THE TERMS OF SERVICE AND THE PRIVACY POLICY.

This Acceptable Use Policy, including future amendments and modifications, is designed to protect our Customers, users of our website, products and services, our network and other infrastructure and third parties. It is designed to ensure compliance with all relevant laws and regulations. It is designed to regulate and restrict use of services provided by us. This Agreement applies to each user that subscribes to the Service ("Customers"), all users of the Service, all users that access or utilize the LiveCode Hosting website whether or not such users are Customers of the Service, including the customers of our Customers, ("Users"). These Terms should be read in conjunction with our Terms of Service and Privacy Policy.

LIVECODE LTD HEREBY RESERVES THE RIGHT TO AMEND, ALTER, REPLACE, SUSPEND OR MODIFY FROM TIME TO TIME AT ITS SOLE DISCRETION ALL OR ANY PORTION OF THE ACCEPTABLE USE POLICY OR THE PRIVACY POLICY.

Posting a new copy of these agreements on LiveCode Ltd's website constitutes Customer acceptance of the revised policy.

1.) Customer responsibility.
Customers are responsible for complying with this Agreement and for violations attributable to their customers and users, whether authorized or not by them. Customers must take all reasonable steps to ensure their customers and users will comply with this Agreement.

2.) No obligation.
This agreement does not obligate LiveCode Ltd to monitor, review, or police the data and content residing on its servers or create any obligation or duty of LiveCode Ltd to any party that is not a Customer, including but not limited to, any third party user. Unless notified, LiveCode Ltd is not likely to be aware of any violations of this Agreement or any violations of the law. LiveCode Ltd expects all Users to notify us of any violations of this agreement or law. LiveCode Ltd EXPRESSLY DISCLAIMS ALL LIABILITY FOR THE DATA AND CONTENT TRANSMITTED THROUGH OR INTERMEDIATELY, TEMPORARILY OR PERMANENTLY STORED ON THE SERVICE OR NETWORK OR ANY SERVER AND FOR THE ACTIONS AND OMISSION OF USERS. Notwithstanding the above, in the event of an issue, problem, or violation of this agreement LiveCode Ltd will in the first instance communicate with the customer by email. Therefore, the customer must take reasonable steps to provide LiveCode Ltd with a valid email address and update this address in the event of it becoming disused or otherwise invalid.

3.) Prohibited content.
Users shall not allow the posting, transmission or storage of data or content on or through the Service which, at LiveCode Ltd's sole discretion, constitutes a violation of any law, or legal process, including federal, state or local laws of the USA, Europe,

UK or elsewhere. Users shall be responsible for determining which such laws are applicable to their use of the Service. Prohibited content includes without limitation content or code that facilitates any violation of, or describes ways to violate, this Agreement; harvesting or use of harvested addresses; phishing websites; or spamvertisting sites. A user shall not knowingly host on the Service or use the Service or transmit over the Service any material believed by LiveCode Ltd to constitute child pornography. In addition to any other actions it may take under this Agreement, LiveCode Ltd reserves the right to cooperate fully with any criminal investigation of content on the Service that constitutes alleged child pornography or an alleged violation of any applicable law.

4.) User's security obligation.
Users must take reasonable care to ensure the security of its account on the Service, the servers providing the Service or any applicable infrastructure. A Customer is solely responsible for any intrusions into or security breaches of its Account, except as otherwise covered by a specifically designated security administration or firewall security service ordered by the Customer. LiveCode Ltd reserves the right to disconnect without refund any Customer which disrupts the use of LiveCode Ltd's servers or network infrastructure. Customers are required to maintain any 3rd party Content Management System (e.g. WordPress) to the latest stable version, including updating any themes or plugins to the latest stable versions. Customers using a 3rd party Content Management System must also install a security plugin where reasonably appropriate. Failure to do so may result in your account being suspended. While LiveCode Ltd will make reasonable efforts to contact you prior to suspension there is no obligation to do so.

5.) Support abuse.
Users will not misuse the support facility to submit urgent or emergency support requests except in the event of a genuine emergency.

6.) Network abuse.
Users are prohibited from engaging in any activities that LiveCode Ltd determines, at its sole discretion, to constitute network abuse including, but not limited to, the following:

- Introducing or executing malicious programs into any network or server, such as viruses, worms, Trojan Horses, and key loggers.
- Causing or initiating security breaches or disruptions of network communication and/or connectivity, including port scans, flood pings, email-bombing, packet spoofing, IP spoofing, and forged routing information.
- Executing any form of network activity that will intercept data not intended for the Customer's server.
- Evading or circumventing user authentication or security of any host, network or account, including cracking, brute-force, or dictionary attacks.
- Interfering with or denying service to any user, host, or network other than the Customer's host, such as a denial of service attack or distributed denial of service attack.
- Conduct designed to avoid restrictions or access limits to specific services, hosts, or networks, including the forging of packet headers or other identification information.

- Soliciting the performance of any illegal activity, even if the activity is not performed.
- Using any program, or sending messages of any kind, designed to interfere with or disable a user's terminal session.

LiveCode Ltd has included a list of Prohibited Activities and examples of prohibited activities at the end of this document. All Users are encouraged to review this list to ensure compliance with this Agreement. If you believe that a violation of this Agreement has occurred please contact us to report such potential violation.

7.) Intellectual Property Infringement.
Users may not transmit, distribute, download, copy, cache, host, or otherwise store on the Service, network or its physical infrastructure any information, data, material, or work that infringes the intellectual property rights of others or violates any trade secret right of any other person. LiveCode Ltd has the right to disable access to, or remove, infringing content to the extent required under any law or regulation worldwide. If any Customer or any User, including those that are customers of our Customers, repeatedly violates this policy, any copyright law or any other intellectual property right, LiveCode Ltd reserves the right to

- suspend permanently or terminate the Service for such Customer and/or
- suspend permanently or terminate the access to the Service, network or its physical infrastructure by such User.

8.) Email and AntiSpamming Policy.
Users may not

- send unsolicited bulk messages over the Internet (i.e., "spamming")
- create fake weblog or weblogs which are intended or reasonably likely to promote the author's affiliated websites or to increase the search engine rankings of associated sites (i.e., "splogs") or
- send spam to weblog sites or automatically post random comments or promotions for commercial services to weblogs (i.e., "spamming blogs").

Users must comply with all relevant legislation and regulations on bulk and commercial e-mail.

9.) Mass Mailings
Users may not send mass unsolicited e-mail, which is email that is sent to recipients who have not Confirmed Opt-In or Closed-Loop Opt- In in to mailings from the User. Users who send mass mailings must maintain complete and accurate records of all consents and opt-ins and provide such records to LiveCode Ltd upon its request. If a User cannot provide positive and verifiable proof of such consents and opt-ins, LiveCode Ltd will consider the mass mailing to be unsolicited.

10.) Mailing Lists
Users are prohibited from operating mailing lists, listservs, or mailing services that do not target an audience that has voluntarily signed up for e-mail information using a Confirmed Opt-In or Closed- Loop Opt-In process or that has made their e-mail

addresses available to a User for distribution of information. Users who operate mailing lists must maintain complete and accurate records of all consents and Confirmed Opt-In or Closed-Loop Opt-In elections and provide such records to LiveCode Ltd upon its request. If a User cannot provide positive and verifiable proof of such consents and Confirmed Opt-In or Closed-Loop Opt-In elections, LiveCode Ltd will consider the list mailing to be unsolicited. Any User- maintained mailing list must also allow any party on the list to remove itself automatically and permanently. Other prohibited activities include, without limitation, the following:

- Use of any network infrastructure for the receipt of replies to unsolicited mass e-mail.
- Forgery of e-mail headers ("spoofing").
- Spamming via third-party proxy, aggregation of proxy lists, or installation of proxy mailing software.
- Configuration of a mail server to accept and process third-party messages for sending without user identification and authentication.
- Hosting web pages advertised within "spam e-mail" sent from another network ("spamvertising").
- Hosting web pages or providing services that support spam. • Any other unsolicited bulk messages, postings, or transmissions through media such as weblog posts, IRC/chat room messages, guestbook entries, HTTP referrer log entries, usenet posts, pop-up messages, instant messages, or SMS messages.
- Instructing others in any activity prohibited by this Agreement.

If any Customer or any User that is a customer of our Customer uses Sevice, network or its physical infrastructure in a manner that causes LiveCode Ltd or its ISP to be "blacklisted" or blocked, LiveCode Ltd reserves the right to (i) suspend permanently or terminate Customer's Services of such Customer and/or (ii) suspend permanently or terminate the access to Services, network or its physical infrastructure by such third party User. Operating the Service on behalf of, or in connection with, or reselling any service to persons or firms listed in the Spamhaus Register of Known Spam Operations database at www.spamhaus.org shall constitute a violation of this Agreement.

11.) Block Removal
If, as a result of a Customer's actions, LiveCode Ltd or its ISP's mail servers or IP address ranges are placed on black hole lists or other mail filtering software systems, LiveCode Ltd shall charge Customer an initial $100 fee and $100 per hour thereafter for any necessary remedial actions.

12.) IP Allocation.
LiveCode Ltd or its ISP owns each IP address that it assigns to a Customer. A Customer shall not use IP addresses that were not assigned to it by LiveCode Ltd. LiveCode Ltd reserves the right to suspend the network access of any server utilizing IP addresses outside of the assigned range.

13.) IRC Policy.
Customers may not operate and maintain IRC servers which connect to global IRC networks such as Undernet, EFnet and DALnet. Use of IRC plug-ins, scripts, add-

ons, clones or other software designed to disrupt or deny service to other users is prohibited. Harassing or abusive IRC activity is expressly prohibited under the AUP, including (i) disruption or denial of service or (ii) the use or joining of "botnets" or the use of IRC BNC's or other proxy and re-direction software. If a Customer's IRC servers are frequently compromised or attract denial of service or distributed denial of service attacks that disrupt or denies service to other Customers or users, LiveCode Ltd may null-route, filter, suspend, or terminate that Customer's service.

14.) Usenet Policy.
Usenet posts and content must conform to standards established by the Internet community and the applicable newsgroup charter. LiveCode Ltd reserves the right to determine whether such posts violate this agreement.

15.) Legal Investigations.
Users will cooperate and comply with any civil or criminal investigation regarding use of the Service, network or its physical infrastructure or content located on its servers or transmitted using LiveCode Ltd Services, network or its physical infrastructure, including, without limitation, the following: discovery orders, subpoenas, freeze orders, search warrants, information requests, wire taps, electronic intercepts and surveillance, preservation requests, and any other order from a court, government entity or regulatory agency (each an "Investigation"). LiveCode Ltd may charge a User or any person seeking compliance with an Investigation for the reasonable costs and expenses associated with LiveCode Ltd's compliance with any Investigation. LiveCode Ltd reserves the right to comply with any Investigation without notice to a User. Customers shall not be entitled to a refund and LiveCode Ltd shall not be in default under any agreement for provision Services, if its compliance with any Investigation causes a User to incur downtime or requires the sequestering of all or a portion of the Servers. LiveCode Ltd also reserves the right to disclose information relating to Users and their use of the Service, network or its physical infrastructure or information transmitted, owned by or stored by or on behalf of any User, if such information is disclosed in connection with an Investigation or in order to prevent the death of or bodily harm to any individual, as determined by LiveCode Ltd in its sole discretion.

16.) Violations of this Agreement.
LiveCode Ltd may enforce this Agreement, with or without notice to a User, by any action it deems reasonable, in its sole discretion. In addition to the remedial provisions provided elsewhere in this Agreement, LiveCode Ltd may:

- Disable access to a User's content that violates this Agreement.
- Suspend or Terminate a User's access to the Services, network or its physical infrastructure.
- Remove DNS records from servers.
- Block mail or any other network service.
- Effect IP address null routing.
- Take legal action against a User to enforce compliance with this Agreement.

15. Reporting Violations.
If there is a violation of this Agreement direct the information to the Abuse Department at livecodehosting@livecode.com.

If available, please provide the following information:

- The IP address used to commit the alleged violation.
- The date and time of the alleged violation, including the time zone or offset from GMT.
- Evidence of the alleged violation.

E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information. LiveCode Ltd may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings.
- Suspend the User's newsgroup posting privileges.
- Suspend the User's account.
- Terminate the User's account.
- Bill the User for administrative costs and/or reactivation charges.
- Bring legal action to enjoin violations and/or to collect damages, if any, cause by violations.

If any User uses the Service, network or its physical infrastructure in a manner that exposes LiveCode Ltd or its ISP to potential liability, as reasonably determined by LiveCode Ltd, LiveCode Ltd may suspend permanently or terminate the access to the Service, network or its physical infrastructure by such User.   The remedial actions set forth in this Agreement shall not be construed in any way to limit the actions or remedies that LiveCode Ltd may take to enforce and ensure compliance with this Agreement. LiveCode Ltd reserves the right to recover any and all expenses, and apply any reasonable charges, in connection with a User's violation of this Agreement. No refund will be issued for any interruption in service resulting from violations of this Agreement.

LiveCode Ltd reserves the right at all times to investigate any actual, suspected, or alleged violations of this Agreement, with such investigation to include accessing of data and records on, or associated with, any server, network or its physical infrastructure.

16.) Prohibited Activities.

- forging, misrepresenting, omitting or deleting message headers, return mailing information, or internet protocol addresses, to conceal or misidentify the origin of a message;
- creating or sending Internet viruses, worms or Trojan horses, flood or mail bombs, or engaging in denial of service attacks;
- hacking, and/or subverting, or assisting others in subverting, the security or integrity of our products or systems;
- soliciting the performance of any illegal activity, even if the activity itself is not performed;
- threatening bodily harm, or encouraging bodily harm or property destruction;
- harassing another, or encouraging harassing behavior;

- engaging in outright fraud, or using services to engage in scams like pyramid schemes;
- collecting personal information about others without their knowledge or consent;
- instructing others in prohibited activities;
- using services to disseminate or display images classified under U.S. or EU law as child pornography, child erotica (regardless of literary or artistic merit) and/or bestiality;
- creating fake weblog or weblogs which are intended or reasonably likely to promote the author's affiliated websites or to increase the search engine rankings of associated sites.
- sending spam to weblog sites or automatically posting random comments or promotions for commercial services to weblogs.
- and/or acting in any manner that might subject LiveCode Ltd or its ISP to unfavorable regulatory action, subject us to any liability for any reason, or adversely affect LiveCode Ltd's public image, reputation or goodwill, as determined by LiveCode Ltd in our sole and exclusive discretion.