

ACCEPTABLE USE POLICY

Last Update: August 27, 2024

NOTICE TO YOU: PLEASE READ THIS ACCEPTABLE USE POLICY (“AUP”) BEFORE ACCESSING AND/OR USING THE MOBILE APPLICATION, ONLINE PLATFORM, OR SERVICE (COLLECTIVELY, THE “SERVICE”) PROVIDED BY INCUE LLC (“INCUE”). THIS AUP IS A LEGALLY BINDING AGREEMENT THAT GOVERNS YOUR (“USER”, “YOU”, OR “YOUR”) ACCESS TO AND USE OF THE SERVICE AS AN END-USER. BY ACCESSING AND/OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AUP AND THAT YOU ARE BOUND BY THIS AUP. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AUP, THEN YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SERVICE AND YOU SHALL IMMEDIATELY CEASE ACCESSING AND USING THE SERVICE. FOR THE ENTITY THAT AUTHORIZES YOUR ACCESS TO AND USE OF THE SERVICE (“CUSTOMER”), THIS AUP APPLIES IN CONJUNCTION WITH THE SERVICE AGREEMENT (“AGREEMENT”) EXECUTED BY AND BETWEEN INCUE AND CUSTOMER.

1. Limited Right of Access and Use.

A. Subject to the terms of this AUP and the Agreement, INCUE hereby grants you, and you hereby accept, a limited, non-exclusive and non-transferable right to electronically access and use the Service for the sole purpose of using the Service on behalf and within the scope of your employment or engagement by Customer (“Limited Right of Access and Use”).

B. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY AND USE OF YOUR USERNAME AND PASSWORD. You shall immediately notify INCUE by e-mail of any actual or suspected access to or use of a username, password and/or your account by any unauthorized party or any other actual or potential security breach involving a username, password or your account. INCUE may, in INCUE’s sole discretion and at any time, require you to change a username or password.

2. Term and Termination. Your Limited Right of Access and Use is subject to your compliance with the terms of this AUP, as well as the duration of the Agreement and your authorization to use the Service from the Customer. INCUE may suspend or terminate your Limited Right of Access and Use, without notice to you or the Customer, if you or the Customer fails to comply with the terms of this AUP or if the Agreement is terminated. Upon the termination of your Limited Right of Access and Use, for any reason, you shall immediately and permanently cease accessing and using the Service.

3. Restrictions. You shall not, and shall not cause or permit others to, do or attempt to do any of the following:

- A. access or use the Service, except as specifically set forth in this AUP;
- B. access or use the Service in a manner that violates this AUP or any applicable law, rule, or regulation;
- C. allow another person to use your username and/or password to access and/or use the Service or for any other purpose;
- D. assign, sublicense, transfer, or otherwise provide another person with access to and/or use of the Service;
- E. impersonate, or misrepresent your affiliation with, another person or entity;
- F. upload, post, e-mail, transmit, or otherwise make available through the Service any content, data or other information (i) that is false, inaccurate, incomplete, untimely, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or hateful; (ii) for which you do not have a right to make available (publicly or privately); (iii) that infringes any intellectual property right or other proprietary right of any person or entity; or (iv) that contains malware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, interfere with, or otherwise limit the functionality of any computer software, hardware, network, telecommunications equipment, or to otherwise interact with the Service in a manner not permitted;
- G. download, copy, publish, modify, tamper with, adapt, translate, reverse engineer, disassemble, decompile, decode, or decrypt the Service or the software that powers the Service;
- H. create derivative works from the Service;

- I. use, remove, alter, obscure, translate, combine, supplement, or otherwise change any screen display, patent, copyright or trademark marking, disclaimer, version or release number, or serial number, which is present in, displayed by, or provided in connection with, the Service;
- J. give the appearance that you are authorized to display the Service for others;
- K. probe, scan, or test the vulnerability of the Service;
- L. act as a service bureau for third parties or act as an outsource agent or outsource provider for third parties, or otherwise utilize the Service for the benefit of any third party;
- M. use any information from the Service for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes;
- N. enable high volume, automated, electronic processes through the Service;
- O. use any robot, spider, data miner, crawler, scraper, or other automated means to access or index the Service or content, data or other information associated with the Service;
- P. interfere with or disrupt the Service or servers or networks connected to the Service, or violate any requirements, procedures, policies, or regulations of networks connected to the Service;
- Q. interfere with the use of the Service by INCUE or other end-users of the Service;
- R. bypass, breach, or disable any technological safeguard, restricted access, or other protection used by, or in connection with, the Service;
- S. stalk or otherwise harass any person or entity through the Service;
- T. facilitate gambling, gaming, lotteries, raffles, contests, sweepstakes, and/or any other activity featuring the award of a prize through the Service;
- U. use the Service to collect, store, use, share, or otherwise process personal data, personal information, personally identifiable information or any other information which is related to an identified or identifiable natural person, except as (i) allowed by applicable law, (ii) permitted pursuant to this AUP, and (iii) to facilitate a transaction through the Service; or
- V. disclose any information of or provided by INCUE or another end-user, except as needed to use the Service in accordance with this AUP.

4. Intellectual Property Rights. INCUE owns all right, title and interest in and to the Service, as well as the software which powers the Service. Other than the Limited Right of Access and Use, no other rights are granted pursuant to this AUP, and all other rights related to the Service are hereby reserved by INCUE and shall remain owned solely and exclusively in their entirety by INCUE. Nothing in this AUP creates for you any right of ownership in or to the Service. From time to time, you may provide feedback to INCUE regarding the Service, including, without limitation, usability, bug reports, and test results (collectively, the "Feedback"). INCUE will own all intellectual property rights, title, and interest in and to the Feedback.

5. Data.

A. INCUE is not responsible for any data, links, content, or other data provided by third parties (collectively, "Third Party Data") or for any action you may take relating to any such Third Party Data. All Third Party Data is the sole responsibility of the creator or sender of that Third Party Data. INCUE may, but is not obligated to, monitor, supervise, store, or maintain any Third Party Data or respond to complaints relating to Third Party Data.

B. All personal information provided by you or otherwise collected or processed by INCUE in connection with your access to and/or use of the Service is governed by this AUP and INCUE's [Privacy Policy](#) ("Privacy Policy"). Specifically, as between you and INCUE, you will own your personal information uploaded to or otherwise provided through the Service ("Your Data"); *provided, however*, you hereby grant INCUE a worldwide, perpetual, irrevocable right and license to use Your Data to provide you and the Customer with access to and use of the Service.

C. You hereby acknowledge and agree that INCUE may create de-identified and aggregated data from Your Data which cannot be used to identify you or any other natural person (collectively, "Aggregated Data"). You acknowledge and agree that (i) INCUE owns all right, title and interest in the Aggregated Data; and (ii) you do not own or have any right in or to the Aggregated Data.