



*Last updated June 2023*

## **General Information.**

This Acceptable Use Policy (AUP) is a part of the Software Services Agreement and governs the usage of products and services of Formstack or of any third party products and services subscribed to or obtained from Formstack (the Services). This AUP applies to all users, including but not limited to customers, employees, contractors, and third parties who access or utilize the Services. Failure to adhere to this AUP may result in immediate termination, legal action, and reporting the violation to appropriate law enforcement authorities, if necessary. Formstack may modify this AUP at any time without notice. All capitalized terms used in this AUP that are not otherwise defined herein shall have the meaning ascribed to them in the Software Services Agreement.

## **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 the 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 the Company 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; and
  - Consuming an unreasonable amount of storage 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 Formstack 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 the Services.
- Using the Services to stalk, harass, or post direct, specific threats of violence against others.
- Using the Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws).

- 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 Formstack’s or its suppliers’ product names or trademarks.
- Using the Services to collect sensitive information from others without enabling security features in the Formstack application that allow you to do so (SSL, PGP and data encryption).
- Using the Services for the purpose of providing alerts on disaster scenarios or any other situations directly related to health or safety, including but not limited to acts of terrorism, natural disasters, or emergency response.

#### 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 Formstack.
- Disparaging Formstack or its partners, vendors, or affiliates.
- Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.
- Using anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server.

#### Inappropriate content

- Posting, uploading, sharing, submitting, or otherwise providing content that:
  - Infringes the intellectual property or other rights of Formstack or others, 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.
  - Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which Formstack will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, or 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 Formstack or any third party.

In this AUP, the term “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 Formstack or use with the Services. Without affecting any other remedies available to us, Formstack may permanently or temporarily terminate or suspend a user’s account or access to the services without notice or liability if Formstack (in its sole discretion) determines that a user has violated this AUP.