



## ENTRUST ADAPTIVE ISSUANCE™ INSTANT ID AS A SERVICE

### ACCEPTABLE USE POLICY (Entrust Tenant)

This Entrust Adaptive Issuance™ Instant ID as a Service - Acceptable Use Policy (“**AUP**”) describes actions that Entrust prohibits when any party uses the Adaptive Issuance Instant ID as a Service cloud-based platform (the “**Hosted Service**”). The examples described in this AUP are not exhaustive. This AUP is incorporated by reference into, and governed by the Adaptive Issuance™ Instant ID as a Service - Terms of Service (Entrust Tenant) or other similar written agreement between you (individually and collectively the “**Customer**”, hereinafter referred to as “**You**” and “**Your**”) and the Entrust entity with which You entered into such agreement (the “**Agreement**”). References to “Entrust” shall also include, in addition to the Entrust contracting entity, its affiliates, subsidiaries, licensors, and other service providers. The Agreement contains definitions of capitalized terms not otherwise defined in this AUP (e.g. “Hosted Service”, “User”, and “Agreement”) and such definitions shall apply in this AUP (unless otherwise specified). The Agreement takes precedence over any conflicting provisions in this AUP. Entrust may modify this AUP at any time. Entrust will take commercially reasonable efforts to provide You with written notice (email or posting notice at the Hosted Service portal to suffice as adequate notice). By using the Hosted Service, You agree to the latest version of this AUP. If You violate the AUP or authorize, encourage or help others (including any of Your Users) to do so, we may suspend or terminate Your use of the Hosted Service (including that of any of Your Users).

Thus, You agree not to use, and not to encourage or allow any end user (including without limitation Users) to use, the Hosted Service in the following prohibited ways.

#### **No Illegal, Harmful, or Offensive Use or Content**

You may not use, or encourage, promote, facilitate or instruct others (i) to use the Hosted Service for any illegal, harmful, fraudulent, infringing, abusive or offensive use, or for any other activities that materially interfere with the business or activities of Entrust; or (ii) to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include, without limitation:

- **Illegal, Harmful or Fraudulent Activities.** Any activities that: (i) are illegal, that violate the rights of others, or that may be harmful to others, Entrust operations or reputation, including disseminating, promoting or facilitating child pornography, offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming; (ii) violate or facilitate the violation of any local, state, provincial, federal, or foreign law or regulation, including, but not limited to, laws and regulations regarding the transmission of data or software and recording of phone calls and communications; (iii) use the Hosted Service in any manner that materially violates telecommunications industry standards, policies and applicable guidelines published by generally recognized industry associations, including those specifically communicated in writing to You by Entrust; (iv) use the Hosted Service to harvest or otherwise collect information about individuals, including email addresses or phone numbers, without their explicit consent or under false pretenses; (v) violate the privacy or data protection rights of any person (e.g. collecting or disclosing any information about an identified or identifiable individual protected under the privacy and/or data protection legislation applicable in the individual’s jurisdiction without written permission); constitute cooperation in or facilitation of identity theft; (vi) degrade or negatively influence the good will or reputation of Entrust or that of its affiliates, customers, partners or other third party service providers; or (vii) use the Hosted Service in a manner that triggers a law enforcement, government, or regulatory agency to request the suspension of the Hosted Service to Customer and/or its related phone numbers.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.



- **Offensive Content.** Content that: (i) is defamatory, illegal, obscene, offensive, inappropriate, pornographic, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts; or (ii) is, facilitates, or encourages libelous, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material that Entrust reasonably believes degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category;
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, spyware, worms, time bombs, cancelbots, or any other malicious, harmful, or deleterious programs.

### No Security Violations

You may not use the Hosted Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, including, without limitation, the computers used to provide the Hosted Service (each, a “**System**”). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route (including creating a false phone number), or otherwise attempting to mislead others as to the origin of a message or phone call. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.
- **Creating False Identity.** Creating a false identity or phone number, or otherwise attempting to mislead others as to the identity of the sender.

### No Network Abuse

You may not make network connections to any users, hosts, or networks unless You have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective. Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on the Hosted Service or any other conduct that materially and adversely impacts the availability, reliability, or stability of the Hosted Service.
- **Computer Viruses.** Do not intentionally distribute a computer virus or in any other way attempt to interfere with the functioning of any computer, communications system, or website, including the computer, and communications systems used to provide the Hosted Service. Do not attempt to access or otherwise interfere with the accounts of customers and/or users of the Hosted Service or the Hosted Service itself;
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.



- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions or Security Mechanisms.** Using manual or electronic means to avoid, bypass or break any use limitations placed on a System, such as access and storage restrictions, or otherwise attempting to penetrate or disable any security system or mechanisms. Using the Hosted Service in any other manner that poses a material security or service risk to Entrust or any of its other customers. Reverse-engineering the Hosted Service in order to find limitations, vulnerabilities, or evade filtering capabilities.

### **Our Monitoring and Enforcement**

We reserve the right, but do not assume the obligation, to investigate any violation of this AUP or misuse of the Hosted Service. We may:

- investigate violations of this AUP or misuse of the Hosted Service; or
- remove, disable access to, or modify any content or resource that violates this AUP or any other agreement we have with You for use of the Hosted Service.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

### **Reporting of Violations of this AUP**

If You become aware of any violation of this AUP, You will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this AUP, please follow our abuse reporting process.