

VISION CRITICAL ACCEPTABLE USE POLICY

1. Policy Introduction

This Acceptable Use Policy (the “**Policy**”) describes the activities that are prohibited in connection with your use of the Vision Critical Sparq Web-based platform, each operating instance of the platform and any related services (collectively, the “**Services**”). This Policy applies to all subscribers of the Services (“**Subscribers**” or “**you**”). You agree to comply with this Policy and further agree that anyone you authorize to use the Services will also comply with this Policy (“**Authorized Users**”),

This Policy has been published by Vision Critical as part of its overall effort to: provide high quality, reliable and stable service to Subscribers; protect the privacy and security of Subscribers, Subscriber’s data, systems, and networks; encourage responsible use of Vision Critical’s and other hosting Internet service providers’ resources; and comply with applicable laws.

2. Prohibited Uses

Uses of the Services described below are prohibited under this Policy. These descriptions are guidelines and are not intended to be exhaustive.

- a. **Illegal/Criminal Activity.** The Services may not be used in connection with criminal or civil violations of applicable provincial, state, federal, or international laws, regulations, or other government requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; storing or transmitting material in violation of third-party privacy rights, or otherwise unlawful or infringing material; fraud; forgery, theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.
- b. **Security Violations.** The Services may not be used in connection with attempts – whether or not successful – to violate the security of a network, service, or other system including the Services. Examples of prohibited activities include hacking, cracking into, monitoring, or using systems without authorization; scanning ports, conducting denial of service attacks and distributing viruses, malicious code or other harmful software. Subscribers are responsible for maintaining the security of Subscriber’s systems to prevent use by others in a manner that violates this Policy. Subscribers are prohibited from sharing passwords used to access the Services.
- c. **Threats and Offensive Materials.** The Services may not be used to store or transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, defamation, or otherwise unlawful or tortious material. The Services may not be used to store or transmit offensive materials, including obscene, indecent, and hateful materials.
- d. **Spam.** Sending spam or other duplicative or unsolicited messages is an unacceptable use of the Services. Subscribers must obtain, and maintain, the prior informed consent of all persons who receive communications from Subscriber via the Services. For additional information, please refer to the Vision Critical corporate anti-spam policy which is located at: <http://www.visioncritical.com/assets/corporate%20anti%20spam%20policy.pdf>
- e. **Prohibited Data.** The Services may not be used to store or transmit any financial account identifiers (e.g., credit card numbers or bank account numbers), government issued identifiers (e.g., social insurance numbers, health card numbers) and other types of sensitive data that is subject to specific or elevated data protection requirements, unless otherwise expressly agreed by you and Vision Critical in writing.

3. Regulations on Usage of the Services

Uses of the Services as described below may result in strain on the Services, and as a result Subscribers shall not exceed the maximum strain levels specified by Vision Critical. These descriptions are guidelines and are not intended to be exhaustive.

a. **Usage Limits.**

Although Vision Critical designed the Services to handle server strain generated by the activity of its users, excessive and extreme usage may affect responsiveness of the Services. Vision Critical shall not be responsible for any resulting issues, errors, or failures affecting any Subscriber utilizing the Services in a manner that Vision Critical, in its sole discretion, finds excessive, extreme, or otherwise contrary to this Policy.

b. Number of Members.

Individuals you invite to your operating instance of the platform are called “**Members**”. The number of Members with an “active” status must not exceed the number set out in Subscriber’s subscription agreement with Vision Critical.

c. Use of External Sample.

An external sample waiver will be required to be signed by Subscriber prior to: (i) requesting that Vision Critical transmit communications on Subscriber’s behalf; or (ii) uploading an external sample list to the Services, and upon making any updates or changes to its uploaded external sample list(s), Subscriber acknowledges and agrees that it will comply with the terms and conditions of the external sample waiver at all times including after any update or change Subscriber may make to its uploaded external sample list(s).

Subscriber represents and warrants that it will obtain and maintain the necessary third party consents, as required by applicable laws, to transmit communications to recipients as described above. Subscriber further represents and warrants that Subscriber’s uploaded external sample lists do not contain any contact information attributable to persons who have opted out of receiving such communications. Subscriber agrees to indemnify Vision Critical, its parent, affiliates, subsidiaries and their respective officers, directors and employees from and against any and all claims, damages, liabilities, costs and expenses of any kind (including reasonable counsel fees) in any way arising with respect to the above.

Studies which are sent to “external samples” are subject to transaction charges on a per complete basis based on a Subscriber’s subscription agreement with Vision Critical. The usage of redirects, quotes, status-screened or other solutions, resulting in avoidance of the survey “complete” status being reached by a respondent having offered a reasonable amount of responses, is prohibited and will be regarded as an attempt by a Subscriber to avoid its transaction fee obligations to Vision Critical, as contained within a Subscriber’s subscription agreement with Vision Critical.

d. Use to Communicate.

Subscribers are prohibited from using the Services to send communications not directly related to:

- i. an invitation to participate in an activity;
- ii. thank-you emails sent upon completion of an activity; and/or
- iii. newsletters intended to update Members with respect to activities.

4. Consequences of Non-Compliance with the Policy

Vision Critical has the right, but not the obligation, to monitor or investigate your use of the Services at any time for compliance with this Policy or any other agreement between you and Vision Critical governing your use of the Services. Vision Critical reserves the right, in its sole discretion, to determine whether a use of the Services is a violation of this Policy. If Vision Critical becomes aware of a violation of this Policy, Vision Critical may take such action as it deems appropriate to address the violation.

Non-compliance with the Policy may result in a demand from Vision Critical for immediate corrective action by a Subscriber. In cases where Vision Critical deems it necessary to prevent negative consequences to Vision Critical’s overall service offering, Vision Critical may disable a Subscriber’s activity or a Subscriber’s access to the Services until Vision Critical and the Subscriber are able to reach an agreement with respect to corrective action. Vision Critical, at its sole discretion, reserves the right, but does not assume the obligation, to take corrective action – without prior notice to a Subscriber, if the Subscriber cannot immediately be reached – in cases it deems necessary to do so. Refunds or credits will not be issued in connection with actions taken for violations of this Policy.

5. Other

a. Shared Responsibility. See our Shared Responsibility Statement found at: <https://www.visioncritical.com/trust/legal/>.

b. Contact. If you feel a User of the Services has violated this Policy, please contact us at abuse@visioncritical.com.