

**MONTAGE ACCEPTABLE USE POLICY**  
**LAST UPDATED: December 29, 2017**

This Acceptable Use Policy ("**AUP**") governs Customer's and its Authorized User's use of the Services. This AUP is a part of and is incorporated into the Montage Terms of Service Agreement located at [https://app.montageforag.com/assets/files/montage\\_for\\_ag\\_terms\\_of\\_service.pdf](https://app.montageforag.com/assets/files/montage_for_ag_terms_of_service.pdf) (for the purposes of this AUP, the "**Agreement**"). Capitalized terms used in this AUP but not defined herein have the meanings given to them in the Agreement.

**This AUP applies to you if you are using the Services. Every Customer and Authorized User of the Services agrees to abide by this AUP and is responsible for any violations resulting from its, or its Authorized Users, use of the Services. You are not allowed to assist or engage others in a way that would violate this AUP. If you do not agree or accept this AUP, do not use the Services or access the Montage Platform.**

**PROHIBITED USE OF THE SERVICES**

In addition, and without limiting the other requirements in this AUP or the Agreement, you may not (directly or indirectly) use the Services with content or in a manner that:

- is threatening, abusive, harassing, stalking, or defamatory;
- is deceptive, false, misleading or fraudulent;
- is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
- contains vulgar, obscene, indecent or unlawful material;
- infringes a third party's intellectual property right(s);
- publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so;
- uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;
- falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;
- restricts or inhibits any other user of the Services from using and enjoying the Services and/or the Montage Platform;
- harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- violates the usage standards or rules of an entity affected by your use, including without limitation circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail;
- is legally actionable between private parties; and/or
- is in violation of any applicable local, state, national or international law or regulation, including, without limitation, and export laws or regulations.

**NO DISRUPTING ACTIVITIES**

You agree not to use the Services in a way that impacts the normal operation, privacy, integrity or security of another's property, including, without limitation, another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations. You also agree not to use the Services to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless you have the appropriate express prior consent to do so. Examples of prohibited actions include, but are not limited to, hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program. These restrictions apply regardless of your intent and whether or not you act intentionally or unintentionally.

#### **GENERAL TERMS**

Montage reserves the right at any time and without notice, to investigate any suspected breach of this AUP or misuse of the Services. In the event You or any of your Authorized Users is in any violation of this AUP, as determined by Montage in its sole discretion, Montage reserves the right, but assumes no obligation, to: (i) suspend or terminate access to the Services; (ii) remove or delete the offending content; (iii) block any offending activity; or (iv) take any other reasonably appropriate actions. Montage will not be responsible for any failure or delay on its part in taking any such action.

Montage reserves the right to change the terms and conditions of this AUP in its sole discretion from time to time. All such changes will be effective when posted on the Montage Website or emailed to Customer at the e-mail designated in Customer's user account. Customer agrees to review the Montage Website periodically for changes. Customer's continued use of the Services or Montage Platform after such changes are made to this AUP and are provided on the Montage Website(s) or emailed to Customer will indicate Customer's acceptance to such changes.

#### **REPORTING VIOLATIONS**

If you know of or suspect a violation of this AUP, you will promptly notify us in writing at [legal@montageforag.com](mailto:legal@montageforag.com) of the known or suspected violation of this AUP.

#### **QUESTIONS OR ADDITIONAL INFORMATION**

If Customer has questions regarding this AUP, please send an e-mail to [legal@montageforag.com](mailto:legal@montageforag.com).

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