Acceptable Use Policy (AUP)

https://www.projectmanager.com/legal

This Acceptable Use Policy ("AUP") applies to use of ProjectManager's online subscription services ("Subscription Services"), ProjectManager's website published at and under the projectmanager.com second level domain (the "Website"), and to all other services and products offered by ProjectManager and accessible from its Website (collectively "ProjectManager Services"). We refer to ProjectManager as 'ProjectManager,' 'we,' 'our,' or 'us,' and to customers and users of our ProjectManager Services as 'you' or 'your'. If you are using our Subscription Services, then your use and our provision of the subscription services are governed by our Terms of Service, available at https://projectmanager.com/legal, or such other applicable agreement between you and ProjectManager as applies to your access to and use of the Subscription Services (each, a "Service Agreement").

We may suspend or terminate your use of the ProjectManager Services for violation of this AUP, subject to any qualifications specified in your Service Agreement, if applicable.

A. Use of the ProjectManager Services

You may not:

- Interfere or attempt to interfere in any manner with the functionality or proper working of the Subscription Services or Website;
- Upload to the Subscription Services or Website, or use the Subscription Services or Website to store or transmit material in violation of any third-party privacy or data protection rights;
- Upload to the Subscription Services or Website, or use the Subscription Services or Website to store or
 transmit any malware. Malware means programming (code, scripts, active content, and other software)
 that is designed to disrupt or deny operation, gather information that leads to loss of privacy or exploitation,
 or gain unauthorized access to system resources, or that otherwise exhibits abusive behavior. Malware
 includes computer viruses, worms, trojan horses, spyware, dishonest adware, scareware, crimeware, most
 rootkits, or other malicious or unwanted software or programs;
- Upload, transmit or otherwise process any Protected Health Information (PHI) or any other regulated data or information in violation of any applicable law or regulation.
- Upload, transmit or otherwise process any Payment Card Information (PCI) in violation of any applicable Payment Card Information Security Standards or other similar requirements.
- Interfere with or disrupt the integrity or performance of the Subscription Services or Website or third-party
 data stored or processed with the Subscription Services or Website or attempt to gain unauthorized access
 to the Subscription Services or Website or their related systems or networks, including through denial of
 service, fuzzing or similar attacks;
- Attempt to probe, scan, penetrate or test the vulnerability of an ProjectManager system or network, or to
 circumvent, avoid or breach ProjectManager's security or authentication measures, whether by passive or
 intrusive techniques, or by social engineering, except with ProjectManager's express prior written consent;
- Attempt to reverse engineer any of ProjectManager's services or technology (including the ProjectManager Platform), including as a means to find vulnerabilities or avoid security measures;
- Use any domain name or URL with any ProjectManager tenant you create that includes, or is confusingly similar with, in whole or in part, the trademarks, service marks or names of ProjectManager, any other ProjectManager customer, or any third party (a "Domain Violation"). ProjectManager may determine whether a Domain Violation exists in its sole and absolute discretion. Without limiting any of ProjectManager's other remedies, ProjectManager may immediately suspend or delete any tenant that ProjectManager determines constitutes a Domain Violation, at any time, with or without notice, without liability of any kind, in its sole and absolute discretion.

If you use any of the ProjectManager Services in connection with any cannabis, hemp, and cannabidiol (CBD) products or services (collectively, "Cannabis Products"), then you certify that you will comply with all U.S. state, provincial, and local laws, regulations, and guidelines governing or pertaining to Cannabis Products, and further

certify that you are complying with federal law regarding Cannabis Products, except to the extent that the U.S. federal law conflicts with U.S. state, provincial, and local laws.

B. Shared Resources

You may not use ProjectManager systems, networks or technology in a way that unnecessarily interferes with their normal operation, or that consumes a disproportionate share of their resources. (Your use of Subscription Services will not be considered disproportionate if it is consistent with the usage entitlements for which you have subscribed.) You agree that ProjectManager may quarantine or delete any data stored on ProjectManager's systems or networks if ProjectManager reasonably believes that the data is infected with any malware, or is otherwise corrupted, and has the potential to infect or corrupt ProjectManager systems, networks or technology or other customers' data that is stored or accessed via ProjectManager systems, networks or technology.

C. Abuse

You may not use ProjectManager's network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any unauthorized attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the Subscription Services or Website or other networks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of the Subscription Services or Website to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the Subscription Services or Website to commit fraud;
- Any conduct that is likely to result in retaliation against the ProjectManager Subscription Services or Website, or ProjectManager's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS); or
- Use of the Subscription Services or Website to facilitate competition with ProjectManager, including through establishment of accounts that do not fairly represent their purpose, or for benchmarking purposes not authorized by ProjectManager.

D. Offensive Content

You may not publish, transmit or store on or via ProjectManager's networks or equipment, or use any ProjectManager Services, networks or equipment to enable, control or provide access to, any content or links to any content that ProjectManager reasonably believes:

- Is obscene;
- Contains harassing content or hate speech, or is violent, incites violence, or threatens violence;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction;
- Is defamatory or violates a person's privacy;
- Creates a risk to a person's safety or health, creates a risk to public safety or health, is contrary to applicable law, or interferes with an investigation by law enforcement;
- Improperly exposes trade secrets or other confidential or proprietary information of another person;
- Is intended to assist others in defeating technical copyright protections;
- Infringes on another person's copyright, trade or service mark, patent, or other property right, or violates any privacy right;
- Is illegal or solicits conduct that is illegal under laws applicable to you or to ProjectManager; or
- Is otherwise malicious, fraudulent, or may result in retaliation against ProjectManager by offended viewers or recipients.

E. Other

You will not be entitled to any credit or other compensation for any interruptions of service resulting from AUP violations.