



## ACCEPTABLE USE POLICY

Cleared4 has published this Acceptable Use Policy ("AUP") as part of its overall effort to protect our customers, the security and integrity of our Platform, and to comply with applicable laws. The AUP ensures security, reliability, and privacy of Cleared4's systems and network (collectively, the "Platform") and the systems and networks of others and to avoid situations in which Cleared4 may incur civil or criminal liability.

The AUP describes the type of use that is prohibited. Cleared4 may in its sole discretion determine whether using the Platform violates this AUP. To the extent Cleared4 knows of a violation of this AUP, Cleared4 may take all necessary action it deems appropriate to address the violation.

This AUP supplements but does not supersede any agreement a user's institution may have with Cleared4. The user's access to the Platform and Cleared4's Services is contingent upon his or her compliance with such institution's policies. Cleared4 may remove a user's access to the Platform and Cleared4's Services if such user's institution notifies Cleared4 to remove that access including without limitation that a user violates its policies.

The AUP is subject to change with notice by publication on the web at <https://www.cleared4work.com/aup>.

### **General**

Your institution may maintain basic security measures for the institution's network. Cleared4 will not assume responsibility or accountability for failures or breach of institution-imposed protective measures, whether implied or actual. In addition, the Platform and Cleared4's services (the "Services") may be used for lawful purposes only. No user may use the Platform or Services in a manner that could result in civil or criminal liability for Cleared4.

In addition to the foregoing, the following uses are prohibited, provided that these prohibited uses described below are guidelines and are not intended to be exhaustive:

- Disruption
- Compromising the integrity of the Platform. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services.
- Tampering with, reverse-engineering, or hacking our Platform, 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 Platform or Services or related systems, network, or data
- Deciphering any transmissions to or from the servers running the Services
- Overwhelming or attempting to overwhelm our 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 time by using a normal browser
  - Going far beyond the use parameters for any Service as described in its corresponding documentation.

### **Wrongful activities**

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- 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 Cleared4 or any third party);
- Using the Services in a manner inconsistent with your institution's policies;
- Using the Platform or Services to post any information or content derived from the Platform or Services, in whole or in part, to any website, database, network, portal or platform;
- Using the Services to violate the privacy of others, including impersonation of any other individual, sharing access to the Platform or Services, accessing the account of another user, publishing or posting other individual's private and confidential information without their express permission, or collecting or gathering other individuals' personal information (including account names or information) from our Services;
- Using our 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 officially supported interfaces (for example, "scraping");
- Using meta tags or any other "hidden text" including Cleared4's or our suppliers' product names or trademarks.

## **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 Cleared4;
- Disparaging Cleared4 or our partners, vendors, or affiliates.

## **Inappropriate content**

- Posting, uploading, sharing, submitting, or otherwise providing content that:
- Infringes Cleared4's or a third party's intellectual property rights, including, including without limitation, any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity;
- You don't have the right to submit or share;
- Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, 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 Cleared4 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 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 Cleared4 or use with the Services.



### **Consequences**

All wrongful activities and violations of this AUP will be reported to your institution. Without affecting any other remedies available to us, Cleared4 may permanently or temporarily terminate or suspend a user's account or access to the Platform and Services without notice or liability if Cleared4 (in its sole discretion) determines that a user has violated this AUP. Violators may also be subject to civil or criminal liability under law.