

# Acceptable Use Policy

*Effective: 01/01/2018*

This acceptable use policy ("AUP") defines acceptable practices relating to the use of Cedar's network, websites, systems, facilities, products, and services (collectively, the "Services") by Cedar customers and by users that have gained access to the Services through customer accounts (collectively, "Users"). The Services must be used in a manner that is consistent with the intended purpose of the Services and the terms of the applicable agreement with Cedar. By using the Services, Users consent to be bound by the terms of this AUP.

## **PROHIBITED CONDUCT.**

- **General.** Users will not use the Services to transmit, distribute or store material in a manner that:
  - (a) violates any applicable law or regulation;
  - (b) may adversely affect the Services or Users;
  - (c) may expose Cedar to criminal or civil liability; or
  - (d) infringes upon, violates, or otherwise misappropriates any third party rights, including intellectual property rights, rights of publicity and privacy rights.
  
- **Cedar Content.** Users agree not to use the Services, including but not limited to any outputs, data or data derived from the Services with any third party provider of competitive or similar services to the Services.
  
- **Inappropriate Content.** Users will not use the Services to transmit, distribute, or store material that Cedar reasonably determines is inappropriate, obscene, indecent, defamatory, libelous, tortious, threatening, abusive, hateful, or violent. Users will also not use the Services to host terrorist-related web sites, including sites that advocate violence and hate crimes based upon religion, ethnicity, gender, sexual identity or preference, or country of origin.

- **Intellectual Property.** Material accessible through the Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users will not use the Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights.

- **Harmful Content.** Users will not use the Services to transmit, distribute, or store material that may be harmful to or interfere with the Services or any third party's networks, systems, services, or websites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses, root kits, password crackers, adware, and key stroke capture programs.

- **Fraudulent/Misleading Content.** Users will not use the Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract, or online application, including the fraudulent use of credit cards.

- **Email and Unsolicited Messages.** Users will not use the Services to:

- (i) transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints, and
- (ii) send e-mail messages which are excessive and/or intended to harass or annoy others ("Spam").

Further, Users are prohibited from using the service of another provider to send Spam to promote a site hosted on or connected to the Services.

- **Inappropriate Actions.** Users will not use the Services to conduct activities that may be harmful to or interfere with the Services, a User's terminal session or any third party's networks, systems, services, or websites. Users will not engage in any activities

designed to harass, or that will preclude or interfere with the use of Service (e.g., synchronized number sequence attacks) by any other User on the Cedar network or on another provider's network. Users will not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet.

- **Illegal Use.** Users will not use the Services in a manner that constitutes illegal activities, including but not limited to, death threats, terroristic threats, threats of harm to another individual, invasion of privacy, credit card fraud, racketeering, defamation, slander, child pornography, or any other applicable law.

- **Security Breaches and Obligations.** Users are prohibited from violating or attempting to violate the security of the Services or the computers, accounts, or networks of another party, including but not limited to, circumventing the user authentication or security of any host, network or account. Users will not use the Services to cause security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data, accounts or systems without authorization or logging into a server or account that the Customer is not expressly authorized to access and denial of service attacks.

**CEDAR'S RIGHTS.** Provided that Cedar will not terminate access to essential services necessary for the proper functioning of any railroad or rail yard, Cedar retains the following rights:

- Cedar may suspend or terminate Service of any User which Cedar believes has violated any element of this AUP. Cedar will attempt to notify Users via email or other method prior to suspending Service for violation of the AUP; provided, however, Cedar may suspend Service without notice if Cedar becomes aware of a violation of any applicable law or regulation or activity, including but not limited to a violation of the AUP that exposes Cedar to criminal or civil liability or that exposes the Cedar network or Cedar's customers' network or property to harm. Cedar may take such further action as Cedar determines to be appropriate under the circumstances to eliminate or preclude repeat violations.

- Cedar reserves the right to take down any material—or otherwise block access thereto—created or accessible on or through the Services and suspend or terminate any User creating, storing or disseminating such material where Cedar becomes aware that the material violates this AUP and/or exposes Cedar to civil or criminal liability, including without limitation, under applicable copyright laws. Cedar reserves the right to avail itself to the safe harbor provisions of the Digital Millennium Copyright Act.
- Users are responsible for configuring their own systems to provide the maximum possible accountability. Cedar shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Cedar. Users are responsible for educating themselves and configuring their systems with at least basic security. Should systems at a User's site be violated, the User is responsible for reporting the violation and then fixing the exploited system.
- Cedar reserves the right to cooperate with legal authorities and third parties in the investigation of any alleged wrongdoing related to this AUP, including the disclosure of the identity of the User that Cedar deems responsible for the wrongdoing. Cedar will not be liable for any damages of any nature suffered by any User, or any third party resulting in whole or in part from Cedar's exercise of its rights under this AUP.
- Cedar reserves the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Service. By using the Service, Users consent to allowing Cedar to collect service information and routing information in the normal course of our business, and to use such information for general business purposes. Users may not use the Service to monitor any data, information or communications on any network or system without authorization. Users may not attempt to gain unauthorized access to the user accounts or passwords of other Users.
- In most cases, Cedar will notify Users of complaints received by Cedar regarding an alleged violation of this Policy. Users agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. Cedar may inform the complainant that Users are investigating the complaint and may provide the complainant with the necessary information to contact Users directly to resolve

the complaint. Users shall identify a representative for the purposes of receiving such communications.

- Cedar reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective upon posting, and use of the Services after such modification constitutes acceptance of such modifications.

**Responsibility for Content.** Cedar takes no responsibility for any material created or accessible on or through the Services and will not exercise any editorial control over such material. Cedar is not obligated to monitor such material, but reserves the right to do so.

Violations of this AUP may be reported to: [team@cedarai.com](mailto:team@cedarai.com)