

ACCEPTABLE USE POLICY

THIS ACCEPTABLE USE POLICY sets forth guidelines relating to the types of content that CLIENT may transmit to or from web and email servers under Client's Agreement with 8bitstudio for services (the "Services"). 8bitstudio may remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this Acceptable Use Policy. 8bitstudio will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of the Services. Client's violation of this Acceptable Use Policy may result in the suspension or termination of either your access to the Services and/or your account or other actions as detailed in the Terms of Service. 8bitstudio reserves the right, in our sole discretion, to update this policy from time to time.

8bitstudio's Terms of Service are available at <https://8bitstudio.com/legal>.

1. Acceptable Use.

The following constitute violations of this Acceptable Use Policy:

- (i) Using the Hosting Services to transmit or post any material that contain or contains links to nudity, pornography, adult content, sexual content, or extreme violence.
- (ii) Using Hosting Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- (iii) Using the Hosting Services to harm, or attempt to harm, minors in any way.
- (iv) Using the Hosting Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.
- (v) Using the Hosting Services to make fraudulent misrepresentations or offers including, but not limited, to offers relating to "pyramid schemes" and "Ponzi schemes."

(vi) Using the Hosting Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of 8bitstudio or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

(vii) Using the Hosting Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

(viii) Using the Hosting Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

(ix) Reselling the Hosting Services without the prior written authorization of 8bitstudio.

(x) Using the Hosting Services to send (unsolicited commercial email) spam.

(xi) Using the Hosting Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes, but is not limited to, "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

2. Reporting of Violations of This Acceptable Use Policy

We request that anyone who believes that there has been a violation of this Acceptable Use Policy to immediately send an email detailing such violation to info@8bitstudio.com.

3. Revisions to This Acceptable Use Policy

From time-to-time this Acceptable Use Policy posted on 8bitstudio's website or on a third-party's website may be changed and these changes are deemed accepted by Client following ten (10) days after posting such changes and Client's continued use of the Services.