

Acceptable Use Policy

The following sets forth Gingr's "**Acceptable Use Policy**":

(a) You agree not to use the Platform or Services to collect, upload, transmit, display, or distribute any of Your Content that: (i) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, sexually explicit, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, promotes illegal activities or contributes to the creation of weapons, illegal materials or is otherwise objectionable; (iii) is harmful to minors in any way; or (iv) is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to use the Platform or Services to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) harvest, collect, gather, or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Platform or Services or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Platform or Services, other computer systems or networks connected to or used together with the Platform or Services, through password mining or other means; (vi) harass or interfere with another user's use and enjoyment of the Platform or Services; (vii) introduce software or automated agents or scripts to the Platform or Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Platform or Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Platform or Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); or (viii) systematically aggregating, embedding or deep-linking content from Your own web site, service or platform to the Platform for commercial purposes without the prior written consent of Gingr.

Effective 7/7/2015