

Acceptable Use Policy

ASP International, Inc. (ASP Clips)

This acceptable use policy ("Policy") sets forth the general guidelines and acceptable and prohibited uses of the ASP Clips website ("Website" or "Service") and any of its related products and services (collectively, "Services"). This Policy is a legally binding agreement between you ("User", "you" or "your") and ASP International, Inc. ("ASP Clips", "we", "us" or "our"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and ASP International, Inc. even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Prohibited activities and uses

You may not use the Website and Services to engage in activity that is illegal under applicable law, that is harmful to others, or that would subject us to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this Policy:

- Disclosing sensitive personal information about others.
- Collecting, or attempting to collect, personal information about third parties without their knowledge or consent.
- Threatening harm to persons or property or otherwise harassing behavior.
- Purchasing any of the offered Services on someone else's behalf.
- Misrepresenting or fraudulently representing products or services.
- Infringing the intellectual property or other proprietary rights of others.
- Facilitating, aiding, or encouraging any of the above activities through the Website and Services.

System abuse

Any User in violation of the Website and Services security is subject to criminal and civil liability, as well as immediate account termination. Examples include, but are not limited to the following:

- Use or distribution of tools designed for compromising security of the Website and Services.
- Intentionally or negligently transmitting files containing a computer virus or corrupted data.
- Accessing another network without permission, including to probe or scan for vulnerabilities or breach security or authentication measures.
- Unauthorized scanning or monitoring of data on any network or system without proper authorization of the owner of the system or network.

Service resources

You may not consume excessive amounts of the resources of the Website and Services or use the Website and Services in any way which results in performance issues or which interrupts the Services for other Users. Prohibited activities that contribute to excessive use, include without limitation:

- Deliberate attempts to overload the Website and Services and broadcast attacks (i.e. denial of service attacks).
- Engaging in any other activities that degrade the usability and performance of the Website and Services.

Security

You take full responsibility for maintaining reasonable security precautions for your account. You are responsible for protecting and updating any login account provided to you for the Website and Services. You must protect the confidentiality of your login details, and you should change your password periodically.

Enforcement

We reserve our right to be the sole arbiter in determining the seriousness of each infringement and to immediately take corrective actions, including but not limited to:

- Suspending or terminating your Service with or without notice upon any violation of this Policy. Any violations may also result in the immediate suspension or termination of your account.
- Disabling or removing any content which is prohibited by this Policy, including to prevent harm to others or to us or the Website and Services, as determined by us in our sole discretion.
- Reporting violations to law enforcement as determined by us in our sole discretion.
- A failure to respond to an email from our abuse team within 2 days, or as otherwise specified in the communication to you, may result in the suspension or termination of your account.

Suspended and terminated User accounts due to violations will not be re-activated. A backup of User's data may be requested, however, we may not be able to provide you with one and, as such, you are strongly encouraged to take your own backups.

Nothing contained in this Policy shall be construed to limit our actions or remedies in any way with respect to any of the prohibited activities. We reserve the right to take any and all additional actions we may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Website and Services, and levying cancellation charges to cover our costs. In addition, we reserve at all times all rights and remedies available to us with respect to such activities at law or in equity.

Reporting violations

If you have discovered and would like to report a violation of this Policy, please contact us immediately. We will investigate the situation and provide you with full assistance.

Changes and amendments

We reserve the right to modify this Policy or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Policy on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Acceptance of this policy

You acknowledge that you have read this Policy and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to access or use the Website and Services.

Contacting us

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to it, you may send an email to CUSTOMERSERVICE@ASPCLIPS.COM

This document was last updated on July 29, 2020