

ACCEPTANCE USE POLICY

The conduct and use of the services (Service(s)) provided by Elastx AB (we, us or our) to its customers, their customers (End Users), and any other entity using our Services, or requesting information from us, (collectively “you” or “your”) is governed by this Acceptable Use and Information Request Policy (AUP). We have established this AUP to provide you with guidance about permitted uses of our Service. If you are purchasing our Services, either directly, or as an End User, it is part of your contract with us.

Date of version: 2023-10-03

This AUP is designed to provide you with information about our policies should you believe that one of our customers, or their End Users, is engaging in conduct that is prohibited by law, or otherwise objectionable. Should you wish to contact us, please use the addresses listed in the appropriate section of this AUP. We are not required to respond to inquiries that do not follow this AUP.

This AUP may change

We reserve the right to modify, update and/or materially change this AUP without notice to you. If you purchase our Services, and such a change materially affects your use of the Services, you may terminate your Agreement with us. The definition of “materiality” is set out in our Terms of Service (TOS).

You must flow down this AUP to your End Users

If you purchase Services from us, you must have an acceptable use policy no less restrictive than our AUP. However, even if you include this AUP in your agreement with your End Users, you remain responsible for their conduct, and agree to indemnify us and our third party vendors from any claims made against us based on their conduct.

It is very important that you review the terms of our TOS.

Your use of the Services must be lawful

You may not use our Services to contravene the laws of Sweden, or any other jurisdiction in which you use or access our Services. It is important that you consider your use of our Services prior to accepting our TOS. You may not terminate the TOS if it is determined that your use of the Services is contrary to law or this AUP.

Specific Prohibited Uses

SPAM - Unsolicited Commercial email. You must comply with the "Swedish Marketing Act" §13b and General Data Protection Regulation (GDPR).

You must also send email in a way that respects the stability of our network, and allows other customers to use the Services. If we determine that your use of email affects our network or our other customers, in a material, adverse manner, we may suspend your account until such time as you have agreed to modify your behavior. While your account is suspended, Fees will continue to accrue.

Copyright Infringement

Use of our Services requires that you honor and respect copyright laws. You may not use our Services to infringe anyone else's copyright.

Trademark Infringement

Use of our Services requires that you honor and respect trademark laws. You may not use our Services to infringe anyone else's trademark rights. Trademark infringement includes, but is not limited to, displaying another entity's trademark on your website, using trademarked words in meta tags and other text based aspects of your website, and selling or distributing goods that you do not have a right to sell. For the avoidance of doubt, it is a violation of this AUP to use our Services to sell "grey market" goods.

We will take action on a notice of trademark infringement that includes the following:

Content prohibited by law

You may not use our Services to distribute, advertise, disseminate, link to content that contains, describes, or refers to child pornography, bestiality, child erotica, gambling, pyramid or "multilevel marketing" schemes, or any other content prohibited by Swedish law.

Monitoring other's use of Services

You may not engage in probes, port-scans, sweeps or spoofing of systems. We will report this activity to the appropriate law enforcement entity. We may engage in this activity, as allowed by law.

Server and network stability

We have optimized our servers and network for the Services we offer. These Services are used by more than one customer. If we determine that your use of the Services endangers our servers, network or other aspects of our infrastructure, we may suspend your account. We reserve the right to take this action even if your use of the Services is otherwise legal. You may not terminate the TOS if your use of the Services is suspended by application of this paragraph.

Network unfriendly activity

We reserve the right to disallow activities that negatively impact network operations. This includes but is not limited to the running of applications or processes that require resources in excess of what the package allows. One example of this is the running of open proxies.

Accurate information / Confidentiality

Providing us with accurate information not only makes it easier for us to contact you, but it also speeds our response to any complaints or issues you present to us. It is your obligation to provide accurate, updated, information to us.

Customer information is confidential. Third parties who contact us may request that their correspondence be kept confidential. However, our obligation to keep this third party correspondence confidential will only be pursuant to a mutually agreed-upon non-disclosure agreement, this agreement or law.

Cooperation with Law Enforcement

We choose, and in some cases are obligated, to comply with legitimate requests from law enforcement and other governmental entities for information about you. When possible, we will give you notice of these requests. However, in most cases, we are prohibited from giving you notice. This prohibition may be expressed, or based on our reasonable interpretation of the law. By providing us with information, both directly, and as a result of your use of the Services, you agree to this paragraph.

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