



Vortexa Fair Use Policy

(v1-1 May 2023)

As part of the Services we provide, Vortexa Content is made available to you on the condition that you make fair and acceptable use of it so that the overall Service to all of our users is not adversely affected or compromised in any way.

Vortexa envisages that it may be necessary under exceptional circumstances to restrict the amount of Vortexa Content that a particular user or users download and/or restrict their access to the Vortexa Content temporarily if such actions are needed in order to maintain optimal service provision to all users.

This Fair Use Policy ("Policy") shall apply to all users of the Vortexa Platform and the provision of the Services.

The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the Vortexa website (www.vortexa.com).

By using the Vortexa Platform, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Service's.

No Illegal, Harmful, or Offensive Use or Content

You agree that you will not use, or encourage, promote, facilitate, transmit, store, distribute, display or otherwise make available, or instruct others to do any of the foregoing, the Services for any illegal, harmful, fraudulent, infringing or offensive use.

No Security Violations

You agree that you will not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include: Unauthorized Access – Accessing or using the System without permission, including attempting to probe, scan, or test the vulnerability of the System or to breach any security or authentication measures used by the System; Interception – Monitoring of data or traffic on a System without permission; Falsification of Origin – Forging TCP/IP packet headers, e-mail headers, or any part of a message describing its origin or route.

No Network Abuse

You agree that you will not use the Services for any of the following: (i) Monitoring or Crawling – Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled; (ii) intentional or reckless Denial of Service (DoS) – Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective; Intentional or reckless Interference – Interfering with the proper functioning of the System, including any deliberate attempt to overload a system; and/or (iii) Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions. You also agree not to take any action that may disrupt or is likely to damage, disable, or overburden the Services infrastructure (as we may determine in good faith).

No Personal Data Abuse

You agree that you will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements to the data saved within the System, unless legitimate and in accordance to relevant privacy laws.

Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services. We may: Investigate in good faith any violations of this Policy or misuse of the Services; or remove, disable access to, or modify any access, content or resource that violates this Policy or any other agreement we have with you for use of the Services. Illegal conduct may be reported to law enforcement