



## EloView™ Additional Terms

Last Updated: 05-22-2020

The following additional terms and conditions are applicable to the Service and may be updated from time to time. Capitalized terms used but not defined herein have the meaning set forth in the EloView Master Services Subscription Agreement (referred to herein as, the "Agreement").

### Support

Elo will make commercially reasonable efforts to make Support available as follows:

- U.S. and Canada Support
  - Email: [support@eloview.com](mailto:support@eloview.com)
  - Phone: 1-844-435-6832 or 1-865-329-7869 from 8:00 am to 5:00 pm EST
- Europe Support
  - Email: [eloviewsupportEU@elotouch.com](mailto:eloviewsupportEU@elotouch.com)
  - Phone: +32 (0)16704545 from 8:00 am to 5:00 pm CET
- Japan Support
  - Email: [tpstech@tps-support.com](mailto:tpstech@tps-support.com)
  - Phone: +81 3-5464-5835 from 8:00 am to 5:00 pm JST

\*Exceptions: (i) planned downtime; and (ii) any Services or support unavailability caused by a Force Majeure Event. Customer must provide Elo with sufficient information in order for any error encountered by Customer to be replicated.

### Storage Limit

1GB per Account

### Authorized Countries for Territory

Americas:

- USA, Canada
- Puerto Rico
- Mexico, Peru

EMEA:

- Austria, Belgium, Czech Republic, Denmark, France, Germany, Hungary, Italy, Netherlands, Poland, Portugal, Romania, Spain, Sweden, Switzerland, Turkey, UK

Asia Pacific:

- Japan, South Korea
- Australia, New Zealand

Please contact Elo Sales for inquiries about countries not listed.

### Acceptable Use Policy

Customer will comply with the following "Acceptable Use Policy" at all times while using the Service. Customer will not:

- violate the terms of this Agreement, the Elo Privacy Policy, or the legal rights (including the rights of publicity and privacy) of others;
- use the service for gambling (where prohibited), adult entertainment, or other illegal or potentially offensive business;
- upload any material depicting or promoting sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age or that could otherwise give rise to any civil or criminal liability under applicable laws;



- impersonate a person, misappropriate any other person's identity, or misrepresent Customer's identity or affiliation with any person or organization;
- conduct itself in a vulgar, offensive, defamatory, harassing, or objectionable manner;
- copy, reproduce, create derivative works of, or distribute any Services, copyrights, or Elo Trademarks;
- infringe on any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person or infringe a copyright in direct violation of the Digital Millennium Copyright Act ("DMCA") or any similar legislation;
- remove or modify any copyright, trademark, or other proprietary rights notice on the Service or on any materials printed or copied off of the Service;
- resell, import, or export, directly or indirectly, the Software(s) associated with the Service;
- create a risk to public safety or health in general, or to any individual's health and safety;

Customer will not use the Services to:

- engage in any activity that interferes with or disrupts the Services or Software;
- upload or otherwise send or transmit any material that contains viruses, or any other harmful computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment associated with the Services;
- reverse engineer, attempt to access or access any source code, algorithms, methods, or techniques used in the Software or Services;
- interfere with the servers or networks connected to the Service or violate any of the procedures, policies, or regulations of networks connected to the Service;
- attempt to gain unauthorized access to the Service, User Accounts, computer systems or networks connected to the Service through hacking, password mining, or any other means;
- use the Services to create unsolicited email and/or SPAM (including any conduct that would violate the CAN-SPAM Act of 2003 or similar legislation);
- record, process, or mine information about other users;
- use any robot, spider, service search/retrieval application, or other automated device, process, or means to access, retrieve, scrape, or index the Service or any content of the Service;
- modify, adapt, or hack the Service or modify another website so as to falsely imply that it is associated with the Site or the Service;
- take any action that imposes, or may impose in Elo's sole determination, an unreasonable or disproportionately large load on Elo's technology infrastructure; or use the Services to facilitate IRC, Egg Drops, BNC, or IRC bots, proxies, game servers, or any online gambling services.

## Licenses

As provided in the Agreement, use of the Service and Software are subject to the Elo Terms of Sale including, without limitation, subsection (f) of the "Software and Services" section of the Elo Terms of Sale regarding a portion of the Software containing or consisting of open source software. Please contact Elo Support for the terms of the specific licenses under which such open source software is distributed and for any other third-party license terms to Customer's use of the Service.

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