

Robin Powered, Inc. (“Robin”) Acceptable Use Requirements

Last Revised: January 30, 2017

THESE ACCEPTABLE USE REQUIREMENTS (THESE "REQUIREMENTS") DESCRIBE ACCEPTABLE AND NON-ACCEPTABLE USE OF AND ACCESS TO (i) ROBIN'S SERVICES, (ii) ROBINPOWERED.COM (THE "ROBIN WEBSITE"), AND (iii) THE ROBIN POWERED APPLICATION (THE "ROBIN APP"). BY ACCESSING OR USING THE ROBIN WEBSITE, OR DOWNLOADING, INSTALLING, OR USING THE ROBIN APP, OR DOWNLOADING, INSTALLING, ACCESSING OR USING ANY OF THE SERVICES AVAILABLE FROM ROBIN ON THE ROBIN WEBSITE OR THROUGH THE ROBIN APP (THE "ROBIN SERVICES"), YOU ACCEPT AND AGREE TO COMPLY AT ALL TIMES WITH THESE REQUIREMENTS (AS UPDATED FROM TIME TO TIME BY ROBIN). WHEN WE REFER TO THE ROBIN PLATFORM WE MEAN ALL OF THE ROBIN WEBSITE, THE ROBIN APP AND THE ROBIN SERVICES AND EACH OF THEM.

If you violate any of these Requirements or authorize or help others to do so, Robin may suspend or terminate your access and use of the Robin Platform as provided below. Each capitalized term used in these Requirements that isn't defined in these Requirements has the meaning given to that capitalized term in the [Robin Terms of Service](#)

If you are an individual, you may not access or use the Robin Platform unless you are at least 18 years old and able and willing to comply with these Requirements.

1. PROHIBITED CONTENT.

The Robin Platform allows you to upload, transmit and use certain required information and other content when you access and use the Robin Platform. You (not Robin) are responsible for the accuracy, quality, legality and the way you acquire information and other content you may upload, transmit and use when you access and use the Robin Platform. You understand that Robin may use any and all of the information and other content you may upload, transmit and use. You (not Robin) are responsible for obtaining all rights necessary for you to provide such information and other content for those purposes.

You may not upload or transmit any information or data ("**Content**") to the Robin Platform or otherwise send or provide access to Robin to any Content in a manner that Robin believes:

- Violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law (each a "**Law**"), including, but not limited to, the Digital Millennium Copyright Act, or those Laws concerning child pornography and illegal gambling or privacy protection, or any privacy policies, contracts, agreements, judgments, orders or decrees binding on you or applicable to your business ("**Other Requirements**");
- Is abusive, tortious, deceptive, pornographic, lewd, lascivious, obscene, defamatory, slanderous, libelous, offensive, violent or otherwise inappropriate, regardless of whether the material or its dissemination is unlawful;
- Violates or otherwise encroaches on the rights of others, including, but not limited to, infringing or misappropriating any intellectual property or proprietary right of another,

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including accessing, sending, receiving, displaying, performing, disclosing, storing, or executing any Content in violation of any copyright, right of publicity, patent, trademark, service mark, trade name, trade secret or other intellectual property right;

- Advocates or induces illegal activity;
- Advocates or encourages violence against any government, organization, group, individual or property, or providing instruction, information, or assistance in causing or carrying out such violence, regardless of whether such activity is unlawful;
- Stalks, harasses, or harms anyone, including minors; or
- Contains viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code, or any other Content that may compromise the Robin Platform;
- Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;

2. PROHIBITED DATA.

You may not provide any of the following (in any format) to Robin or upload any of the following (in any format) (collectively, "**Excluded Data**") in accessing or using the Robin Platform:

- any personal health information or biometric information;
- any social security numbers or government identification numbers;
- any credit report information, debit or credit or payment card information; or (other than your payment information provided in a Robin Order) bank or other financial account information or other financial or credit data.

THE ROBIN PLATFORM IS NOT DESIGNED TO PROTECT THE SECURITY OF EXCLUDED DATA AND YOU PROVIDE OR LOAD EXCLUDED DATA AT YOUR OWN RISK AND ROBIN ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE PROTECTION, HANDLING, PROCESSING OR TRANSMISSION OF ANY EXCLUDED DATA EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW THAT CANNOT BE WAIVED.

3. PROHIBITED ACCESS OR USE.

You may not access or use the Robin Platform or any other accounts, computer systems, or networks connected to the Robin Platform (each a "**System**") in a manner that Robin believes:

- Violates any Law or Other Requirement;
- Modifies, alters, tampers with, repairs, or otherwise creates derivative works of any software or other intellectual property of Robin or others included in the Robin Platform;
- Reverse engineers, disassembles, or decompiles the Robin Platform or software included in the Robin Platform;
- Removes, obfuscates or alters any author attributions, patent, copyright, trademark or other intellectual property or proprietary notices of Robin or any other person;

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- Is intended to avoid incurring fees or exceeding usage limits or quotas;
- Interferes with or disrupts (or attempts to interfere with or disrupt) the Robin Platform or any System;
- Without Robin’s express preapproval, uses or launches any automated system, including, “robots,” “spiders,” or “offline readers,” that sends more request messages to the Robin Platform or any System in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- Damages, disables, overburdens, or impairs the Robin Platform or any System or interferes with Robin’s or any other customer’s or user’s access to or use of the Robin Platform or any System;
- Attempts to gain unauthorized access to or use of the Robin Platform or any System, whether through hacking, password mining, or any other means;
- Violates the security or integrity of the Robin Platform or any System, including, but not limited to:
 - Accessing or using the Robin Platform or any System without permission, including attempts to probe, scan, or test the vulnerability of the Robin Platform or any System or to breach any security or authentication measures used by the Robin Platform or any System;
 - Monitoring data or traffic on the Robin Platform or any System without permission;
 - Forging packet or email headers, or any part of a message describing its origin or route; or
 - Hacking, destabilizing, or adapting the Robin Platform or any System, or altering another website to falsely imply it is affiliated with the Robin Platform;
- Connects to any users, hosts, or networks where you do not have permission to communicate with such users, hosts, or networks, including, but not limited to:
 - Monitoring or crawling the Robin Platform or any System so that it is impaired or disrupted;
 - Conducting denial of service attacks;
 - Intentionally interfering with the proper functioning of the Robin Platform or any System, including
 - Any deliberate attempt to overload the Robin Platform or any System by any means;
 - Operating network services like open proxies, open mail relays, or open recursive domain name servers; or
 - Using means (manual or electronic) to avoid any use limitations placed on the Robin Platform or any System, such as access and storage restrictions;
- Distributes, publishes, sends, or facilitates unsolicited mass e-mailings, promotions, advertising, or solicitations, including commercial advertising and informational announcements;
- Alters or obscures mail headers or assume a sender's identity without the sender's explicit permission;
- Collects replies to messages if those messages violate these Requirements;
- Giving to another person access to or use of the Robin Platform through your login credentials or identifications for the Robin Platform or otherwise;

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- Reselling any of the Robin Services to any person; or
- Misrepresenting your relationship with Robin.

3. DETERMINATION OF PROHIBITED ACCESS, USE AND CONTENT.

Robin (in its sole and absolute discretion) has the exclusive right to determine whether Content or your access or use of the Robin Platform or a System is prohibited. All Content that is provided to Robin or actions that are performed via a Customer's account, whether provided or performed by Customer's employees, Customer's contractors, or Customer's customers and end users, are the sole responsibility of Customer.

4. MONITORING AND ENFORCEMENT.

While not obligated to perform investigations, Robin may:

- Investigate violations of these Requirements or misuse of the Robin Platform or any System;
- Investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity;
- Remove, disable access to, or modify any Content or resource that Robin believes violates these Requirements or any other agreement Robin has with you or the applicable Customer for use of the Robin Platform; or
- Suspend or terminate your access to and use of the Robin Platform for access or uses that violate these Requirements or any other agreement Robin has with you or the applicable Customer for access or use of the Robin Platform.

Robin may report any activity that it suspects violates any Law to appropriate law enforcement officials, regulators, or other appropriate third parties. Robin's reporting may include disclosing relevant information of yours. Robin also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of these Requirements.

You must notify Robin right away of any unauthorized use of any of your login credentials, including passwords, or identifications for the Robin Platform.

5. REPORT VIOLATIONS. You or the applicable Customer can report abuse of these Requirements to legal@robinpowered.com.

6. MODIFICATIONS TO THESE REQUIREMENTS. Robin may, in its sole and absolute discretion, modify these Requirements from time to time. Robin will post notice of such changes on robinpowered.com/AUR or as provided in the Robin Terms of Service. If the applicable Customer objects to any such changes, such Customer's sole recourse shall be for such Customer and its users, including you, to cease accessing and using the Robin Platform.

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Continued access or use of the Robin Platform following notice of any such changes shall indicate acknowledgement of such changes by such Customer and its users, including you, and agreement to be bound by the terms and conditions of such changes.

Please direct questions regarding these Requirements to Robin by submitting a request to legal@robinpowered.com.