



## Conject PM Acceptable Use Policy

### Introduction

This Acceptable Use Policy (“Policy”) outlines appropriate use of the Conject PM cloud service and associated services (together referred to as “the Services”). This Policy will be applicable to all users (including “Users, “end users” or “participants” as such terms are defined in the applicable Agreement) as long as they continue to receive Services and is in addition to any terms and conditions contained in the applicable agreement agreed between Oracle and the Oracle customer (“Oracle Customer”) in relation to the Services (the “Agreement”). Oracle is the successor in interest to Aconex and has assumed all rights and obligations of Aconex under the applicable agreement(s). Oracle encourages users to make a copy of this Policy to refer to in the event of any doubt regarding use of the Services.

### Application

This Policy applies to all users who receive Services from Oracle. Without prejudice to Oracle’s other rights under the Agreement, a user’s failure to comply with this Policy may lead to suspension or termination of the Services for that user, the organization that the user represents and/or the applicable Oracle Customer.

### Acceptable Use of Services

All users must use the Services in accordance with the applicable Agreement and in accordance with all applicable laws. A user must not attempt to breach or circumvent the Services’ security. In addition, a user must not use the Services in any fashion that would, or assist others to:

- a. mislead or deceive including pretending to be an entity or individual that a user is not;
- b. post or transmit information that infringes or violates the rights of a third party, including the rights of privacy and publicity;
- c. interfere or disrupt the Services or cause or knowingly facilitate the spread of a virus, worm, Trojan horse, or another harmful object
- d. post or transmit unsolicited messages, junk mail, spam or chain letters or material that might be considered offensive;
- e. use the Services to stalk, threaten or harass another person or party;

- f. upload, download, post, transmit, store or otherwise make available any data that is unlawful, harassing, threatening, harmful, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful or racially or ethnically offensive;
- g. collect or store personal data without permission;
- h. promote in any way illegal or unwelcome or unsociable activities;
- i. access the Services or disclose any information about the Services to any country that is subject to United States export control restrictions;
- j. use the Services or knowledge of the Services to assist Oracle competitors; or
- k. undertake promotions or undertake commercial activity not connected with the business purposes the Services are intended to support.

Subject to the terms of the applicable Agreement, a user is responsible for any data it uploads or communications it uses the Services for. Oracle does not control the use of the Services by any user and users agree that use of the Services is solely at their own risk. In order to provide the Services effectively and in accordance with applicable law and the applicable Agreement, Oracle may monitor and record a user's use of the Services and the Oracle Customer and user authorizes Oracle to collect, store and use all such information provided Oracle complies with the privacy provisions of the applicable Agreement.

## **Privacy Policy**

To the extent data and content transmitted through and within the Cloud Services includes Personal Data (as that term is defined in the applicable data privacy policies), Oracle will comply with the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>.

## **Changes to the Acceptable Use Policy**

Oracle may modify this Policy at its sole discretion and such modifications shall be effective upon their publication on the Conject Platform or Oracle website.