

## **Schedule 1 (Acceptable Use Policy)**

### **1. Introduction**

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of the website at <https://tools.wecouldeven.com>, any successor website, and the services available on that website or any successor website (the "**Services**"); and
  - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2 By using the Hosted Services, you agree to the rules set out in this Policy.
- 1.3 Breach of this Policy may result in suspension or termination of your access under Clause 25.3.

### **2. Prohibited Uses**

- 2.1 You must not use the Hosted Services:
- (a) in any manner that is unlawful, illegal, fraudulent, deceptive, or harmful;
  - (b) in connection with any unlawful, illegal, fraudulent, deceptive, or harmful purpose or activity;
  - (c) to transmit, store, or process any content that:
    - (i) is illegal or infringes any person's legal rights;
    - (ii) infringes intellectual property rights (copyright, trademarks, etc.);
    - (iii) breaches privacy, data protection laws, or confidentiality obligations;
    - (iv) is defamatory, obscene, indecent, or pornographic;
    - (v) promotes or incites violence, hatred, discrimination, or illegal activity;
    - (vi) constitutes harassment, threats, or abuse;
    - (vii) contains viruses, malware, or other harmful code; or
    - (viii) violates any contractual obligation;
  - (d) to send spam, unsolicited commercial communications, or marketing that violates applicable laws (including CAN-SPAM Act, PECR, or GDPR);
  - (e) to conduct or facilitate:
    - (i) pyramid schemes, Ponzi schemes, or multi-level marketing;
    - (ii) unlawful gambling, betting, or lotteries, but lawful charitable fundraising activities (such as raffles, prize draws, or lotteries)

- conducted with appropriate licenses and in compliance with applicable gambling regulations are permitted;
  - (iii) sale of illegal drugs, weapons, or pharmaceuticals;
  - (iv) fraud, identity theft, or financial crimes; or
  - (v) any activity that violates sanctions or export control laws;
  - (vi) conduct any crypto pump-and-dump or NFT scams;
- (f) to conduct systematic or automated data scraping, mining, or extraction from the Hosted Services;
- (g) in any manner that causes damage to, impairs availability of, or overload the Hosted Services or Platform;
- (h) to circumvent, disable, or interfere with security features or access controls;
- (i) to probe, scan, or test vulnerabilities without the Provider's prior written consent;
- (j) to impersonate any person or entity, or falsely state or misrepresent your affiliation;
- (k) to access or use another customer's account without authorization;
- or
- (l) in any manner that results in the Provider's infrastructure being blacklisted or subject to abuse complaints.

### **3. Data Protection**

3.1 You must comply with all applicable Data Protection Laws when using the Hosted Services. You must:

- (a) have lawful bases for processing all personal data;
- (b) obtain necessary consents from data subjects where required;
- (c) provide appropriate privacy notices to data subjects;
- (d) honor data subject rights (access, rectification, erasure, etc.);
- (e) maintain appropriate data processing agreements with Third Party Services;
- (f) not upload personal data to the Hosted Services without:
  - (i) appropriate lawful bases under Data Protection Laws;
  - (ii) necessary consents from data subjects;
  - (iii) appropriate technical and organizational security measures; and
  - (iv) for special category personal data, enhanced safeguards as required by Data Protection Laws;

- (g) implement appropriate security measures for personal data.
- 3.2 You acknowledge that you are the data controller for personal data you upload to or process through the Hosted Services, and you are responsible for compliance with Data Protection Laws.

#### **4. Political and Advocacy Use**

- 4.1 When using the Hosted Services for political or advocacy purposes, you must:
  - (a) comply with all applicable campaign finance, election, and political advertising laws;
  - (b) comply with lobbyist registration and reporting requirements (if applicable);
  - (c) accurately identify yourself and your organization in all communications;
  - (d) not engage in voter suppression, election interference, or spreading election misinformation;
  - (e) not impersonate candidates, officials, or other organizations;
  - (f) respect intellectual property rights of third parties (including campaign materials, logos, etc.); and
  - (g) comply with platform-specific political advertising policies of Third Party Services you integrate with.
- 4.2 You must not use the Hosted Services:
  - (a) to promote terrorism, violent extremism, or hate groups;
  - (b) for any purpose that would violate sanctions or export control laws;
  - (c) to coordinate or facilitate illegal activities; or
  - (d) in support of organizations designated as terrorist organizations or otherwise prohibited by law.

#### **5. Resource Usage and System Abuse**

- 5.1 You must not use the Hosted Services in any manner that:
  - (a) uses excessive computational resources, storage, or bandwidth in a way that materially degrades service for other customers;
  - (b) attempts to gain unauthorized access to the Provider's systems or other customers' accounts;
  - (c) interferes with or disrupts the Hosted Services, Platform, or Provider's networks;

- (d) launches attacks (DDoS, brute force, etc.) from or against the Hosted Services; or
  - (e) attempts to reverse engineer, decompile, or extract source code from the Hosted Services.
- 5.2 The Provider may implement technical measures to limit resource usage, rate-limit requests, or restrict activities that threaten system stability or security for all customers.
- 6. Intellectual Property Respect**
- 6.1 You must not use the Hosted Services to store, transmit, or process content that infringes intellectual property rights of any third party, including:
  - (a) copyrighted materials (text, images, videos, etc.) without permission or fair use justification;
  - (b) trademarks, logos, or brand names without authorization;
  - (c) trade secrets or confidential information obtained improperly; or
  - (d) any other protected intellectual property.
- 6.2 If you receive a notice that your content infringes intellectual property rights, you must promptly remove or disable access to the allegedly infringing content.
- 7. Third Party Services Compliance**
- 7.1 When using integrations with Third Party Services (e.g. Engaging Networks), you must:
  - (a) comply with the terms of service, acceptable use policies, and community guidelines of each Third Party Service;
  - (b) maintain valid, compliant accounts with Third Party Services;
  - (c) not use integrations in a manner that violates Third Party Service policies;
  - (d) not use integrations to circumvent limitations or restrictions imposed by Third Party Services; and
  - (e) respond promptly to abuse complaints or violations raised by Third Party Services.
- 7.2 You acknowledge that Third Party Services may suspend or terminate your account for violations of their policies, which may affect your use of the Hosted Services.
- 8. Monitoring**

- 8.1 The Provider does not actively monitor content uploaded to or transmitted through the Hosted Services, but reserves the right to:
- (a) investigate complaints or reports of violations;
  - (b) access and review content to the extent necessary to investigate suspected violations, respond to legal process, protect the Provider's legal rights, or prevent liability;
  - (c) remove or disable access to content that violates this Policy;
  - (d) suspend or terminate accounts for violations; and
  - (e) report serious illegal activity to law enforcement or regulatory authorities (the Provider shall notify the you where legally permitted, except where notification would prejudice investigation or where immediate reporting is legally required).

## **9. Consequences of Violations**

- 9.1 Violations of this Policy may result in:

- (a) warning or notice requiring corrective action;
- (b) suspension of access to the Hosted Services;
- (c) termination of the Agreement under Clause 25.3;
- (d) deletion or removal of violating content;
- (e) reporting to law enforcement or regulatory authorities;
- (f) legal action to recover damages or obtain injunctive relief; and/or
- (g) cooperation with third party investigations or legal proceedings.

- 9.2 Serious violations (including those involving illegal activity, malware, spam operations, credible threats of physical harm, or violations likely to cause significant legal or financial liability to the Provider) may result in immediate suspension or termination without prior warning.

- 9.3 You remain liable for all consequences of your violations, including third-party claims, regulatory fines, and damages to the Provider.

## **10. Appeals Process**

- 10.1 If the Provider suspends or terminates your access for alleged violation of this Policy:

- (a) the Provider shall provide written notice specifying the violation and supporting evidence where reasonably practicable;

- (b) you may appeal by written notice to support@wecouldeven.com within 14 days, providing explanation and any supporting evidence;
  - (c) the Provider shall investigate appeals within 10 Business Days and provide a written decision;
  - (d) this appeals process does not apply to serious violations under Section 9.2 involving imminent harm, illegal activity, or significant risk to the Provider, but you may seek review after suspension.
- 10.2 During appeal investigation for non-serious violations, the Provider may maintain suspension but shall preserve your data per Clause 12.6.