

## Acceptable Use Policy

Of

## Pterodactyl LLC

This Acceptable Use Policy (“AUP”) of Pterodactyl, LLC, *d/b/a LegacyVault.com* (“LegacyVault”), is designed to inform all LegacyVault’s Members (as defined below) and all users of LegacyVault’s website and its services (the “Services”) of the acceptable use of such website and Services. This AUP applies to each user that subscribes for Services (“Members”) and all other users that access or utilize LegacyVault’s website, including, but not limited to, the Account Activator and the Trustee (“Third Party Users”), whether or not such users are Members of LegacyVault. The term “User” as used in this AUP means both Members and Third Party Users.

**This AUP incorporates by this reference the LegacyVault’s Terms and Conditions and LegacyVault’s Privacy Policy. Capitalized terms used herein without being defined herein shall have the meaning ascribed to such capitalized term in the Terms and Conditions or the Privacy Policy, as applicable. Member’s use of LegacyVault’s website and the Services is also subject to Member’s acceptance and compliance with the Terms and Conditions and this AUP. LegacyVault reserves the right to amend or modify this AUP from time to time, and a User’s use of LegacyVault Services after changes to the AUP are posted on LegacyVault’s website ([www.LegacyVault.com](http://www.LegacyVault.com)) will constitute the User’s acceptance of any such amendments or modifications.**

This AUP does not obligate LegacyVault to monitor, review, or police the data and content stored or transmitted through LegacyVault website or the LegacyVault Services. Unless and until notified, LegacyVault is not likely to be aware of any violations of this AUP or any violations of law. **LEGACYVAULT EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE DATA AND CONTENT TRANSMITTED THROUGH OR INTERMEDIATELY, TEMPORARILY OR PERMANENTLY STORED ON LEGACYVAULT NETWORK AND FOR THE ACTIONS OR OMISSION OF ANY USER.**

### Prohibited Content

Users shall not post, transmit, or store data or any content on or through LegacyVault’s websites or through the use of the Services which, in LegacyVault’s sole determination, constitutes a violation of any federal, state, local or international law, regulation, ordinance, court order or other legal process (“Applicable Law”). Users shall be responsible for determining which Applicable Laws are applicable to their use of LegacyVault’s website and Services. Prohibited content includes, without limitation, any content that facilitates any

violation of, or describe ways to violate, this AUP and the Terms and Conditions.

### **Users' Security Obligation**

A Member is solely responsible for any intrusions into, or security breaches of, its account. LegacyVault reserves the right to disconnect, without refund or the provision of service credit, any User account which disrupts any of LegacyVault's website or Services as a result of a security compromise.

### **Prohibited Activities**

Users are prohibited from engaging in any activities that LegacyVault determines, in its sole discretion, to be a violation of this AUP and the Terms and Conditions. Below is a non-exhaustive list of prohibited activities. For a more comprehensive and still non-exhaustive list, please refer to the Section called Restrictions, Content and Member Conduct in the Terms and Conditions available at <https://www.legacyvault.com/legal>.

- You will not upload, email, or otherwise transmit any content that you don't have the right, consent or license to use.
- You will not send or otherwise post unauthorized commercial communications (such as spam) through LegacyVault website or through use of the LegacyVault Services.
- You will not use the LegacyVault's website or the LegacyVault's Services to post or transmit content that: incites violence or is hateful, threatening or pornographic.
- You will not use the LegacyVault's Services to do anything unlawful, intentionally misleading, malicious, discriminatory or that infringes or violates someone else's rights.
- You will not do anything that could disable, overburden, or impair the proper working of the LegacyVault's website or the LegacyVault's Services.
- You will not solicit the performance of any illegal activity, even if the activity itself is not performed.
- You will not engage in outright fraud, or use of the LegacyVault's Services to engage in scams like pyramid schemes, Ponzi schemes or any other form of solicitation.
- You will not collect personal information about others without their knowledge or consent.
- You will not act in any manner that might subject LegacyVault's to unfavorable regulatory action, subject us to any liability for any reason, or adversely

affect LegacyVault's public image, reputation or goodwill, as determined by us in our sole and exclusive discretion.

- You will not transmit, distribute, upload, download, copy, cache or host through use of the LegacyVault's Services or otherwise store on LegacyVault's computer servers any information, data, material, or work that infringes the intellectual property rights of others.

Users may not violate any Applicable Law, including, but not limited to, the CAN-SPAM Act of 2003 and any federal or state privacy law.

### **Legal Investigations**

Users will cooperate and comply with any civil or criminal investigation regarding use of the LegacyVault's Services, the LegacyVault's website or content located on its servers or transmitted using the LegacyVault's Services including, without limitation, the following: discovery orders, subpoenas, freeze orders, search warrants, information requests, preservation requests, and any other order from a court, government entity or regulatory agency (each an "Investigation"). LegacyVault may charge a User or any person seeking compliance with an Investigation for the reasonable costs and expenses associated with LegacyVault's compliance with any Investigation.

**LEGACYVAULT RESERVES THE RIGHT TO COMPLY WITH ANY INVESTIGATION WITHOUT NOTICE TO A USER. LEGACYVAULT ALSO RESERVES THE RIGHT TO DISCLOSE INFORMATION RELATING TO USERS AND THEIR USE OF THE LEGACYVAULT'S SERVICES, THE LEGACYVAULT'S WEBSITE, IF SUCH INFORMATION IS DISCLOSED IN CONNECTION WITH AN INVESTIGATION OR IN ORDER TO PREVENT THE DEATH OF OR BODILY HARM TO ANY INDIVIDUAL, AS DETERMINED BY LEGACYVAULT IN ITS SOLE DISCRETION.**

### **Violations of AUP**

LegacyVault may enforce this AUP, with or without notice to a User, by any action it deems reasonable, in its sole discretion. In addition to the remedial provisions provided elsewhere in this AUP, LegacyVault may suspend or terminate a User's access to the LegacyVault's Services and take legal action against a User to enforce compliance with this AUP.

### **Reporting Violations**

LegacyVault accepts reports of alleged violations of this AUP via email sent to [admin@legacyvault.com](mailto:admin@legacyvault.com). Reports of alleged violations must be verified and must include the name and contact information of the complaining party and a description of the content allegedly in violation.

### **Termination**

By violating this AUP, or otherwise creating a possible legal exposure for LegacyVault, we can stop providing all or any part of the LegacyVault's Services to Users.

### **Indemnification**

If anyone brings a claim against LegacyVault related to Users' actions or omissions with respect to Users' use of the LegacyVault's Services or the LegacyVault's website or any content or information transmitted, posted, or stored by Users through use of the LegacyVault's Services or the LegacyVault's website, Users will indemnify and hold LegacyVault harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

**WE ARE PROVIDING LEGACYVAULT'S SERVICE AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT LEGACYVAULT WILL BE SAFE OR SECURE.**

LegacyVault