

Linksys Acceptable Use Policy

This Acceptable Use Policy (“AUP”) describes activities that are prohibited in connection with your use of the Linksys webSite or Services (the “Site”) and any related services (the “Services”).

1. You represent and warrant that you shall not do, or cause any other person to do, any of the following activities:

1.1. Access or attempt to access, hack, tamper with, reverse engineer or search any portion of the Site or Services and/or its underlying system, network and technology, by any means other than through the interface that is provided by us in connection with the Site or Services (e.g. scraping, spidering or crawling), unless you have been specifically allowed to do so in a separate binding agreement with us or except as otherwise permitted by applicable law.

1.2. Probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure.

1.3. Attempt to disrupt or overwhelm our infrastructure by imposing unreasonable requests or burdens on our resources (e.g., using “bots” or other automated systems to send requests to our servers at a rate beyond what could be sent by a human user during the same period of time).

1.4. Use the Site or Services to transmit malware or host phishing pages or for the delivery of unsolicited email (e.g., spam). You may not perform activities or upload or distribute materials or content that harm or disrupt the operation of the Site or Services or other infrastructure of Linksys or others, including third party Sites or Services. You may not use the Site or Services for deceptive commercial practices or any other illegal or deceptive activities.

1.5. Attempt to gain unauthorized access to the Site or Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software or security protection or monitoring mechanisms of the Site or Services.

1.6. Impersonate any person or entity, including, but not limited to, an employee of Linksys, a Linksys authorized reseller, or any other authorized user, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity (such as by using invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing).

1.7. Use the Site or Services to violate the privacy of others, including posting private and confidential information of others, without their express permission.

1.8. Use the Site or Services to perform or encourage others to perform any activities that are defamatory, libelous or threatening, or that constitute hate speech, harassment or stalking.

1.9. Upload to, or transmit from, the Site or Services any data, file, software, or link that contains, or redirects to, a virus, Trojan horse, worm, scripting exploits, bots, cancelbots or other harmful component or a technology that may or is intended to damage or hijack the operation of any hardware, software (including the Site or Services), or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component.

1.10. Misuse or otherwise use the Site or Services in an excessive manner compared to the anticipated standard use (examined, at our sole discretion), including without limitation, consuming a massive amount of storage or excessive use of bandwidth.

1.11 Use the Site or Services to (1) conduct fraudulent business operations and practices; and (2) offer or disseminate fraudulent or counterfeit goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes).

1.12 Use the Site or Services to violate any law, rule or regulation; in violation of any trademark, copyright or other intellectual property protection law; or in violation of any court decree or law enforcement prohibition.

2. You warrant and represent that you will not, and will not encourage others to, upload, transmit or otherwise use in conjunction with the Site or Services, any Personal Information (as defined in the Linksys Privacy Policy) or other data that:

2.1. exploits or abuses children, including but not limited to images or depictions of child abuse or sexual abuse, or that present children in a sexual manner;

2.2. infringes our or a third party's (including third party Site or Services) intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy, rights of publicity, or any other intellectual property right or proprietary or contractual right;

2.3. is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, abusive, harmful, pornographic, indecent, harassing, hateful, or otherwise encouraging any illegal, tortious or inappropriate conduct; or

2.4. attacks or otherwise unlawfully interacts with others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition.

3. We are under no obligation to monitor your activities when you use the Site or Services. However, if it comes to our attention that you are violating this AUP, we have the right to terminate your use of the Site or Services. **INDIRECT OR ATTEMPTED BREACHES OF THIS AUP AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER MAY BE CONSIDERED BREACHES OF THIS AUP BY SUCH COMPANY, CUSTOMER, OR USER.**

4. You acknowledge that it is our policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to notices of alleged copyright infringement in accordance with our Copyright Policy in the Linksys Terms of Use.

5. In addition to any other remedies that may be available to us, if we suspect that your activities, use of Personal Information or data, or use of the Site or Services are in violation of this AUP or applicable law, we may (i) remove such violating data, in whole or in part; and/or (ii) terminate or suspend any Linksys account you may have or your access to the Site or Services, with or without advance notice and without liability for us.

6. We may modify this AUP, at any time by posting a revised version. By continuing to use the Site or Services after a revised version of the AUP has been posted, you agree to comply with the latest version of the AUP.

Effective Date: March 18, 2022