



Acceptable Use Policy

Introduction

This Acceptable Use Policy (“Policy”) outlines appropriate use of Oracle’s Aconex cloud-based, collaborative project management and document management software platform and associated services (together referred to as “the Services”). This Policy will be applicable to all users as long as they continue to receive Services and is in addition to any terms and conditions contained in the Agreement (as defined below) for the Services. 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, regardless of whether a user is a Paying Organization or a Non-Paying Organization (as defined in the Aconex Terms of Service Agreement or any other agreement that references the an Aconex Acceptable Use Policy (“the Agreement”). A user’s failure to comply with this Policy may lead to suspension or termination of the Services for all the users of the applicable Paying Organization or Non-Paying Organizations (as such terms are defined in the Agreement).

Acceptable Use of Services

All Oracle Aconex users must use the Services in accordance with the Agreement and in accordance with all applicable laws. A user must not attempt to breach or circumvent the Platform (as defined in the Agreement) 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 Platform 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 Platform or Services or disclose any information about the Services (including the Platform) to any country that is subject to United States export control restrictions;
- j. attempt to breach or circumvent Platform security;
- k. use the Platform or Services or knowledge of the Platform or Services to assist Aconex competitors; or
- l. undertake promotions or undertake commercial activity not connected with the business purposes the Services are intended to support.

Subject to the terms of the Agreement, the applicable Non-Paying Organization or Paying Organization is responsible for any data its user 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 Agreement, Oracle may monitor and record a user's use of the Services and the user authorizes Oracle to collect, store and use all such information in accordance with privacy provisions of the Agreement.

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 Oracle Aconex platform or Oracle website.