

This Acceptable Use Policy was last updated March 20, 2020

**1. SCOPE**

1.1 To keep our services running for all our customers, we need help from all customers to ensure users do not misuse or abuse the services. This Acceptable Use Policy (“AUP”) covers use of all the services, websites, mobile applications, documentation and data insights offered by us as part of the rb Asset Solutions product and services and describes the activities that users are prohibited from engaged in when using those products and services. We refer to the services, websites, mobile applications, documentation and data insights offered as the “services” in the AUP.

**2. UPDATES OR CHANGES**

2.1 We may update this AUP by posting an updated version on our website at [www.rbauction.com/legal-policies/seller-terms-and-conditions](http://www.rbauction.com/legal-policies/seller-terms-and-conditions) and such updates will be effective upon posting.

**3. RESTRICTIONS**

3.1 **Prohibited Activities.** You and your users are may not at any time: (a) use services to generate or facilitate unsolicited commercial electronic messages (aka spam), impersonate another person or otherwise misrepresent themselves or source of an electronic message; (b) interfere with other users’ access to and use of services or disrupt or disable the servers or networks connected to services; (c) perform load or security testing on services without first obtaining our written consent which may be conditioned on following our specified procedures and sharing results of such tests with us; (d) use services to access embedded or accessible third-party services or websites in a manner that violates the terms of use or access to such services or websites; (e) circumvent or otherwise interfere (by automated or manual means) with security related features, or features that enforce limitations on use of or access to services; (f) attempt to gain unauthorized access to our or any other user’s networks, systems, data or operations; (g) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the services, except to the extent expressly permitted by applicable law; (h) remove any copyright, trademark or other proprietary rights notices contained in or on the services or reformat, ‘screen scrape’, link to, screenshot or frame any portion of the web pages or content that are part of the services, without our written consent; (i) use selling features of the services to sell any equipment or machinery to persons or entities that are barred or sanctioned by applicable laws, regulations or orders of United States governmental authorities designed to protect national security or combat terrorism or money laundering; (j) use, reproduce, distribute, sell, resell, sub-license or otherwise exploit the services for time sharing, hosting, service bureau or like purposes or resell the services to members of your company group or dealer network; (k) enable access to the services in excess of any usage limits specified in an ordering document; (l) modify adapt, alter, translate, create derivative work of, sell, rent, license, sublicense or otherwise distribute publicly or exploit any data insights or documentation; (m) access or use the services for benchmarking or performance analysis purposes; (n) access or use the services to develop a product or service which is competitive with the services; (o) use the services in a manner that violates any applicable law.

3.2 **Prohibited Material.** You and your users will not use the services to display, store, process or transmit material that: (a) infringes or

misappropriates a third party’s intellectual property or proprietary rights; (b) is obscene or otherwise objectionable; (c) contains malicious code or other harmful files, scripts, or agents; or (f) violates, encourages or furthers conduct that would violate any applicable laws, including criminal laws, or any third party rights (collectively, the “**Prohibited Material**”).

3.3 **Response.** While we prefer to advise customers of prohibited use or behaviour and any necessary corrective action ahead of time, there are situations where this will not be possible or prudent. Accordingly, we may in our sole discretion, without advance notice to a customer or user, take responsive action we deem appropriate to ensure the security, integrity or continued safe, efficient and effective operation of the services. Examples of these actions include:

- Removal from the services of any Prohibited Material;
- Suspension to some or all of the services features or functionalities by some or all of a customer’s users;
- Involvement of appropriate law enforcement; or
- Suspension or termination of a customer’s account.

These actions aren’t exhaustive, and we may take other legal or technical action considered by us as appropriate in the circumstances. We will make reasonable efforts to notify a customer after the fact where such action is taken without advance notice.