

# Acceptable Use Policy

OSON.MENU is a commerce platform that provides the tools and technology for merchants to set up an online store and sell products and services on their own website, at physical retail locations, marketplaces and more. While we believe the free and open exchange of ideas and products is a key tenet of commerce, there are some activities that are incompatible with OSON.MENU's mission to make commerce better for everyone. This Acceptable Use Policy ("AUP") describes activities that are prohibited in connection with your use of the Services.

Any capitalized terms used in this AUP are defined on the OSON.MENU AUP definitions page, located at <https://oson.menu/legal/aup-definitions>.

The following activities are prohibited:

**Child exploitation:** You may not offer goods or services, or post or upload Materials that exploit or abuse children, including but not limited to images or depictions of child abuse or sexual abuse, or that present children in a sexual manner.

**Harassment, bullying, defamation and threats:**

You may not offer goods or services, or post or upload Materials, that harass, bully, defame or threaten a specific individual.

**Hateful content:** You may not use the Services to promote or condone hate or violence against people based on race, ethnicity, color, national origin, religion, age, gender, sexual orientation, disability, medical condition, veteran status or other forms of discriminatory intolerance. You may not use the Services to promote or support organizations, platforms or people that: (i) promote or condone such hate; or (ii) threaten or condone violence to further a cause.

**Illegal activities:** You may not offer goods or services, or post or upload Materials, that contravene or that facilitate or promote activities that contravene, the laws of the jurisdictions in which you operate or do business.

**Intellectual property:** You may not offer goods or services, or post or upload Materials, that infringe on the copyright or trademarks of others.

**Malicious and deceptive practices:** You may not use the Services to transmit malware or host phishing pages. You may not perform activities or upload or distribute Materials that harm or disrupt the operation of the Services or other infrastructure of OSON.MENU or others, including OSON.MENU's third party providers. You may not use the Services for deceptive commercial practices or any other illegal or deceptive activities.

**Personal, confidential, and protected health information:** You may not post or upload any Materials that contain personally identifiable information, sensitive personal information, or confidential information, such as credit card numbers, confidential national ID numbers, or account passwords unless you have consent from the person to whom the information belongs or who is otherwise authorized to provide such consent. You may not use the Services to collect, store, or process any protected health information subject to the Health Insurance Portability and Accountability Act ("HIPAA"), any applicable health privacy regulation or any other applicable law governing the processing, use, or disclosure of protected health information.

**Restricted Items:** You may not offer goods or services that are, or appear to be, Restricted Items.

**Self-harm:** You may not offer goods or services, or post or upload Materials, that promote self-harm.

**Spam:** You may not use the Services to transmit unsolicited commercial electronic messages.

**Terrorist organizations:** You may not offer goods or services, or post or upload Materials, that imply or promote support or funding of, or membership in, a terrorist organization.

**We may, at any time and without notice, remove any Materials, and suspend or terminate your Account or your access to the Services if you engage in activities that violate the letter or spirit of this AUP, including activities outside of your use of the Services.**

**OSON.MENU has the right, but not the obligation, to monitor or investigate any Materials and your use of the Services at any time for compliance with this AUP and the OSON.MENU**

**Terms of Service, or any other agreement between you and OSON.MENU governing your use of the Services (collectively, the “Terms”). Our determination of whether a violation of this AUP has occurred will be final and binding, and any action taken with respect to enforcing this AUP, including taking no action at all, will be at our sole discretion.**

**OSON.MENU may modify this AUP, including the list of Restricted Items, at any time by posting a revised version at <https://oson.menu/legal/use-policy>. By continuing to use the Services or access your Account after a revised version of the AUP has been posted, you agree to comply with the latest version of the AUP. In the event of a conflict between the AUP and the Terms, this AUP will take precedence, but only to the extent required to resolve such conflict. Capitalized terms used but not defined in this AUP shall have the meanings set forth in the Terms.**

**If you feel that a user of the Services has violated this AUP, please mail us [support@oson.menu](mailto:support@oson.menu)**

**Last updated: April 15, 2023**

**OSON Technologies, Inc.**