Acceptable and Secure Usage Policy (ASUP)

Protecting your privacy, data and cloud security at SpotQA is the highest priority. As a SpotQA customer, you will benefit from a data center and network architecture built to meet the requirements of the most security-sensitive organizations. Information is transmitted by us to you using secure socket layer technology (SSL) and we are SOC II Type II compliant.

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Transferring or sharing your account with others is not permitted. We retain the right to terminate your account in such cases.

You are solely responsible for automation side-effects, since automated bots are used to automatically perform actions defined by you in the applications under test, the automated actions taken by the bots may have unexpected or undesirable side effects. For instance, using Virtuoso against a production website with a contact form, may trigger the bots to fill and submit the contact form, resulting in automated contact-request submissions. Therefore, by using Virtuoso, users consent to the possibility of the bots performing any action on the application under test automatically -- regardless of whether the action taken is desirable or undesirable -- without any prior confirmation. SpotQA shall in no event be liable for any claim, damages or other liability in connection to the actions taken by the bots on the application under test. We retain the right to terminate your account and any applicable indemnification described above if there is evidence of harm caused to third parties resulting from the use or misuse of your Virtuoso Account.

You are solely responsible for the concurrent use of the application, Virtuoso automatically performs actions defined in your tests on the application under test using a fleet of bots simultaneously (in parallel). This may have similar characteristics to search engines. By using Virtuoso, users consent that Virtuoso can launch as many bots as it deems necessary (respecting the maximum number of parallels set by the user) to execute tests against the application under test, and SpotQA shall in no event be liable for any claim, damages or

other liability in connection to the side effects caused by concurrent actions performed on the users' application. We may, at our discretion, terminate your account and any related indemnification if there is evidence of harm caused to third parties due to the use or misuse of your Virtuoso Account.

You are responsible for appropriate care to manage sensitive information stored in Virtuoso. Values in test cases (such as passwords) may be visible to other members of your organization, and those that you have shared your project(s) with. You will enter credentials into Virtuoso at your own discretion, and in doing so warrant that you have authorisation to share them with us, and other collaborators on your Virtuoso project. While the data we store is encrypted at rest, parts of the application will use the decrypted data in order to carry out your requests.

Where necessary, SpotQA employees may access data held in your account for the purposes of investigating issues and responding to support tickets. Our access will be read-only unless we receive explicit authorisation from you to make changes to the data held on your account.

We reserve the right to use the data we hold on you for internal research purposes. By providing data to and using Virtuoso, you grant us rights to perform statistics on data and use it (anonymized) in training machine learning models.

Furthermore, as a user of Virtuoso and our services, you agree to:

- Use our Services only for lawful purposes.
- Not use our Services to infringe upon the intellectual property rights of others.
- Not use our Services to engage in any activity that would disrupt, interrupt, or otherwise harm the Services or the servers and networks connected to the Services.
- Not use our Services to engage in any activity that would disrupt, interrupt, or otherwise harm the Services or the servers of any other organization.
- Keep usage of Virtuoso within the allowed thresholds to ensure fair use of the platform resources, as defined in the [Quotas and thresholds section of our documentation](#).

As a user of Virtuoso and our services, you must not:

- Engage in any activity that could damage, disable, overburden, or impair our Services.
- Use our Services in any way that is fraudulent or illegal.
- Attempt to gain unauthorized access to our Services, user accounts,

computer systems, or networks connected to our Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.

The following list gives examples of prohibited usage of Virtuoso. This list is provided by way of example and should not be considered exhaustive.

- Bypassing or trying to bypass or break any security mechanism on any of the Virtuoso services
- Using Virtuoso in any other manner that poses a security or service risk to Virtuoso, or any of its users or any other third party
- Trying to reverse-engineer any element of the Virtuoso platform in order to find limitations, or vulnerabilities, evade filtering capabilities or simply appropriate SpotQA intellectual property
- Using Virtuoso to launch, intentionally or unintentionally, a denial of service or similar disruptive attacks on Virtuoso infrastructure or any third party
- Upload to or transmit using Virtuoso any material that contains viruses, trojan horses, worms or any other malicious, or harmful programs.
- Using Virtuoso in any manner that violates any applicable industry standards, third-party policies, compliance requirements or any other applicable legislation.
- Using Virtuoso to automatically harvest or collect information about third parties
- Taking any action to encourage or promote any activity prohibited under this ASUP.
- Upload to or transmit using Virtuoso any content that infringes the intellectual property rights or other rights of third parties.
- Upload to or transmit using Virtuoso any material that is libelous, defamatory, discriminatory or otherwise malicious or harmful to any person or entity.
- Upload to or transmit using Virtuoso any content that Is sexually explicit or pornographic, exploits or presents minors in a sexual way, or promotes adult sexual services
- Compromising or trying to compromise the integrity or performance of Virtuoso systems.
- Deciphering or trying to decipher any transmissions to or from the servers running the services.
- Including personal identifiable data (PII) in your test assets. This includes any information that can directly or indirectly identify individuals, such as names, addresses, social security numbers, phone numbers, email addresses, or any other sensitive personal data. We kindly ask for your cooperation in maintaining the privacy and security of individuals by avoiding the inclusion of such information in your test assets.

If you become aware of any violation of this ASUP, you agree to immediately report it to us. Violations of this ASUP may result in a range of penalties, including but not limited to warning, suspension or termination of service, and legal action, where appropriate.

We may revise this ASUP at any time by posting an updated version to the Acceptable Usage Policy section of our documentation.

By using our Services, you signify your acceptance of our ASUP.