

Acceptable Use Policy



1. Applicability

This policy applies to Worldstream B.V. ("Worldstream"). Worldstream is a company registered in, and doing business from, the Netherlands.

2. Definitions

- 2.1. "AUP" means this policy specifying the limits on legitimate use of the Services.
- 2.2. "Customer" means a party that has entered into an agreement with Worldstream for the provision of Services.
- 2.3. "Service" means a technology service delivered by Worldstream to Customer on the basis of an agreement.

3. Purpose

The purpose of this policy is to ensure all Worldstream Customers enjoy a properly functioning Worldstream Service and that Worldstream and its Customers respect their rights and obligations under the law. For this reason, this AUP establishes the rules and guidelines that apply to Customer's use of Worldstream Services.

4. Legal and statutory framework

Worldstream is a Dutch company. Consequently, Worldstream's approach to acceptable use is informed by and geared towards Dutch law. Furthermore, Customer has accepted the applicability of this AUP by placing an order with Worldstream and by continuing to make use of Worldstream Services.

5. Worldstream is accessible

In order to comply with its legal obligations, Worldstream listens to stakeholders. For that purpose, Worldstream publishes its relevant contact details on its website. Worldstream can be reached for abuse notifications via abuse@worldstream.com.

6. Prohibited Activities

The following activities are strictly prohibited when using the Services:

- a) **Illegal activities:** Customer may not use Worldstream Services to engage in activities that violate applicable law. Customer is prohibited from sharing illegal media material such as, but not limited to, illegal pornography, incitement to hate or violence in whatever form, terrorism, phishing, and DDoS attacks.
- b) **Malicious content:** Customer is forbidden from storing, transmitting and/or distributing any material that contains viruses, malware or harmful code. Customer is likewise forbidden from distributing content that facilitates or incites illegal activity by others.
- c) **Access control circumvention:** Customer may not use Worldstream Services or infrastructure to attempt to gain or maintain unauthorized access to networks systems or data that do not belong to Customer.

- d) Infringement of intellectual property rights: Customer may not use Worldstream Services to infringe upon the copyrights, trademarks, patents, neighboring rights, transmission rights or any other rights of intellectual property recognized by a national law.
- e) Unsolicited communications: Customer may not use Worldstream Services to send unsolicited bulk emails or other forms of unsolicited messages for whatever purpose.
- f) Data protection: Customer may not use Worldstream Services for the illegal processing, collection, storing, or distribution of personal information contrary or in violation of applicable laws.
- g) Cryptocurrency mining or similar sustained compute tasks: Customer may not use Worldstream Services to carry out sustained cryptographic computations, including but not limited to cryptocurrency mining, Proof of Work–based transaction verification, or large-scale automated execution of smart contracts. This does not affect Customer’s right to participate in Proof of Stake or comparable consensus mechanisms, including staking, block validation, and transaction confirmation, provided that such mechanisms do not fall under the restrictions set forth above.
- h) Resource protection: Customer will refrain from using Worldstream Services in a manner that is likely to overload or crash Worldstream systems.

Worldstream, at its discretion, determines whether activities fall within the scope of the prohibitions above.

7. Security

Security is vital to Worldstream’s continued success. Worldstream has a clear security policy in place aimed at ensuring Worldstream’s continued certification and compliance with the relevant legislation. For their part, Customer is responsible for implementing reasonable security measures to prevent unauthorized access to Worldstream resources used by Customer. Customer is responsible for maintaining the security of Customer’s account passwords and files. When Customer accommodates multiple users, Customer remains responsible for those users’ security and actions. Customer is obliged to notify Worldstream promptly of any suspected unauthorized use of or access to Customer’s account or any other breach of security.

8. Content

As a Worldstream customer you are free to use Worldstream Services for all legitimate purposes. Consequently, you are responsible for all and any content stored, transmitted, or otherwise distributed through or in connection with your account on Worldstream Services. On the other hand, Worldstream works together closely with the authorities and the public in dealing with forms of illicit content. Worldstream has an abuse policy that foresees in measures connected to illicit content and Worldstream will apply that policy in case of any breach of this AUP. For the sake of clarity any media streaming taking place through Worldstream Services needs to be based on the appropriate licenses from the relevant rights holders.

9. Resource Usage

Customer will make use of Worldstream Services in the manner which is typical of the contracted use and will not make use of Worldstream Services in the manner that would negatively impact the experience of other Customers and users of Worldstream Services. Worldstream has the right and will make use of the right to suspend or terminate Services to Customer if Customer's usage has an unwarranted adverse impact of system performance for other users.

10. Monitoring

Worldstream does not actively monitor or moderate the use of Worldstream Services. Worldstream does monitor the operation of Worldstream Services and reserves the right to investigate any Customer's use of the Worldstream Services for a suspected violation of this AUP.

11. Enforcement

Worldstream may suspend Customer's access to Worldstream Services in case of a suspected violation of this AUP. In case of repeated or particularly serious violations of this AUP, Worldstream may at its sole discretion terminate any agreement in place between Customer and Worldstream. Such termination does not affect Worldstream's right to claim compensation from Customer for such violation of this AUP. Worldstream may involve any relevant authorities to follow up violations of this AUP.

12. Statement of reasons

Whenever Worldstream decides to restrict the provision of Services, including but not limited to suspending or terminating Customer accounts, restricting access to specific content, or otherwise limiting the use of Worldstream Services on the basis of a suspected or confirmed violation of this AUP or applicable law, Worldstream will provide Customer with a clear and specific statement of reasons for such decision. Worldstream may withhold certain details where disclosure would risk circumvention of measures taken to enforce this AUP, compromise the security or integrity of Worldstream Services, or otherwise contravene legal obligations.

13. Service levels

In case for breach of this AUP by Customer, no service levels apply to any of the Services delivered by Worldstream to Customer for the period of such breach.

14. Abuse

Where Worldstream receives reports of abuse not consisting of the infringement of intellectual property rights, Worldstream will attempt to analyze the reports to see whether it can do anything with such reports. Where a report results in Worldstream getting actual knowledge of illegal activity or illegal content, Worldstream will act expeditiously to remove or to disable access to the illegal content.

Otherwise, Worldstream will refer individuals reporting abuse to the authorities. Worldstream has a documented internal procedure for dealing with these other abuse reports. Worldstream will notify Customer if their content is removed or disabled as a result of an abuse report, unless prohibited by law.

15. Policy ownership, review and updates

The Directors of Worldstream are responsible for this policy. This policy will be reviewed and updated at least once a year. Each annual review should lead to updates and improvements to this policy based on learnings from the previous year and the incorporation of Customer feedback.