



## **Acceptable Use Policy**

### **Section 1**

#### **Introduction**

This Acceptable Use Policy ("**AUP**") sets out the rules and standards for use of the Flower Labs Platform. This AUP is legally binding on all users of Flower Labs products, services, or features, and is incorporated by reference into the Flower Labs Terms of Service ("**ToS**"). In the event of any conflict between this AUP and the ToS, the ToS shall prevail. Capitalized terms not defined herein have the meaning given in the ToS.

### **Section 2**

#### **Prohibited Uses**

- 2.1 You may use the Flower Labs Services only for lawful purposes and in accordance with this AUP and the ToS. Without limiting the generality of the foregoing, you must not:
  - 2.1.1 Use the Flower Labs Services in violation of any applicable local, national, or international law or regulation.
  - 2.1.2 Use the Flower Labs Services in any way that is unlawful, fraudulent, or misleading.
  - 2.1.3 Sell or advertise the sale or purchase of any goods or services via the Flower Labs Services.
  - 2.1.4 Harm or attempt to harm minors in any way.
  - 2.1.5 Upload, share, or transmit any data or material that contains viruses, spyware, adware, Trojan horses, worms, corrupt files, or other malicious code intended to adversely affect the operation of the Flower Labs Services or any computer software, hardware, or networks.
  - 2.1.6 Circumvent, disable, or otherwise compromise the security of the Flower Labs Services, any user account, or any password.
  - 2.1.7 Upload, send, or distribute unsolicited messaging, including SMS, emails, or comments.
- 2.2 For further details on prohibited uses, please refer to Section 4.7 and Section 7.9 of the ToS.

### **Section 3**

#### **Intellectual Property Rights and Content Standards**

- 3.1 Any and all data, information, or materials ("**Content**") that you upload, contribute, submit or add ("**share**") to the Flower Labs Services, including in any interactive services (such as forums, chat rooms, and bulletin boards), must be your own original work in which you own the entire right, title, and interest and/or you must have all necessary licenses, rights, consents, and permissions to use and exploit, and to authorize Flower Labs to use and exploit, such Content.

- 3.1.1 You must only upload, contribute, or share Content for which you have all necessary rights, licenses, consents, and permissions, and which does not infringe the intellectual property or other rights of any third party.
- 3.1.2 Content must not be obscene, offensive, defamatory, discriminatory, or otherwise unlawful.
- 3.1.3 You must not impersonate any individual or misrepresent your identity or affiliation.
- 3.1.4 You must not breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 3.2 Content must not:
  - 3.2.1 Contain any material which is obscene, offensive, hurtful, inflammatory, or defamatory;
  - 3.2.2 Promote sexually explicit or pornographic material;
  - 3.2.3 Promote violence or any form of bullying or harassment, including threats, abuse, or invasion of another's privacy;
  - 3.2.4 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
  - 3.2.5 Impersonate any individual or misrepresent your identity or affiliation with any person or entity, or give the impression that information emanates from Flower Labs (if that isn't the case); or
  - 3.2.6 Be made in breach of any legal duty owed to a third-party, such as a contractual duty or a duty of confidence.
- 3.3 For further details on intellectual property and content standards, please refer to Section 4 and Section 7.4 of the ToS.

## **Section 4**

### **Complying with This Policy**

- 4.1 Flower Labs reserves the right, in its sole discretion, to determine whether or not you've abided by the spirit and principles of this AUP and will take whatever action it deems appropriate under the circumstances, including but not limited to:
  - 4.1.1 Immediate suspension of your right to upload Content to the Flower Labs Services;
  - 4.1.2 Immediate removal of any 'badges' or other certifications that Flower Labs has provided to you;
  - 4.1.3 Immediate removal of any Content uploaded by you to the Flower Labs Services;
  - 4.1.4 Taking legal action against you or the entity you represent; or
  - 4.1.5 Disclosure of relevant information to law enforcement authorities.

- 4.2 For further details on enforcement and remedies, please refer to Section 14.3 of the ToS.

## **Section 5**

### **Miscellaneous**

- 5.1 If you have any questions or disclosures relating to this Acceptable Use Policy, contact Flower Labs at: [support@flower.ai](mailto:support@flower.ai)
- 5.2 This AUP is intended to supplement, not duplicate, the obligations set forth in the Flower Labs Terms of Service. Users are required to comply with both this AUP and the Terms of Service. In case of any inconsistency, the Terms of Service shall prevail.

(Last updated: May 30, 2025)