

## TERMS OF SERVICE

(Last updated : August 17, 2023)

This agreement (the "**Agreement**") governs the Customer's use of the platform SP CE.

### PARTIES

1. SP CE Technologies AB, a company incorporated in Sweden (registration number 559258-5417) having its registered office at c/o Convendum, Katarinavägen 15, 116 45 Stockholm, Sweden (the "**Provider**"); and
2. the party who subscribe to any of the Provider offered subscription models pursuant to a Subscription Agreement (as defined below), ("**Customer**").

### AGREEMENT

#### 1. Definitions

In this Agreement except to the extent expressly provided otherwise:

"**Access Credentials**" means the usernames, passwords and other credentials enabling access to the Service;

"**Agreement**" means this agreement (Terms of Service) including any Schedules;

"**Customer Confidential Information**" means:

- (a) any information disclosed by or on behalf of the Customer to the Provider during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
  - (i) was marked or described as "confidential"; or
  - (ii) should have been reasonably understood by the Provider to be confidential; and
- (b) the Customer Data;

"**Customer Data**" means all data, works and materials uploaded to, recorded or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Service by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

"**Documentation**" means the documentation for the Service produced by the Provider and delivered or made available by the Provider to the Customer;

"**Fees**" means such amounts specified in the Subscription Agreement;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

"**Initial Term**" means an initial period as specified in the Subscription Agreement;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Licensed Users**" means all users holding a valid subscription pursuant to the Subscription Agreement to the Platform;

"**Invited Participants**" means people invited to the Platform by a Licensed user;

"**Platform**" means the platform managed by the Provider and used by the Provider to provide the Service, including the application and database software for the Service, the system and server software used to provide the Service, and the computer hardware on which that application, database, system and server software is installed;

"**Renewal Term**" means any consecutive term as specified in the Subscription Agreement;

"**Schedule**" means any schedule attached to this Agreement;

"**Service**" means the digital salesroom platform *SP CE*, as specified in the Service Specification, which will be made available by the Provider "as is" from time to time to the Customer;

"**Service Specification**" means the specification for the Platform and the Service set out in Schedule 1 and in the Documentation;

"**Start Date**" means the date when the Customer has entered into the Subscription Agreement;

"**Subscription Agreement**" means the Subscription Agreement entered into by the Customer;

"**Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the Service, but shall not include the provision of training services;

"**Supported Web Browser**" means the current release from time to time of Google Chrome or Microsoft Edge, or any other web browser that the Provider agrees in writing shall be supported;

"**Term**" means the Initial Term and any Renewal Term as applicable pursuant to the Subscription Agreement; and

"**User Interface**" means the interface for the Service designed to allow individual human users to access and use the Service.

## 2. Term

2.1 The Provider shall be entitled to change this Agreement or the provision of the service any time by informing all users electronically. Usage after such date will mean consent to new terms and conditions. The Customer is entitled to terminate the Agreement if the change implies unreasonably negative effects for the Customer and the Provider is unable to rectify such effects. Such termination shall be notified in writing with 30 days' notice and the termination shall enter into force on the day specified in the termination notice, which at the earliest shall be 30 days from the notification of the termination.

2.2 This Agreement shall come into force upon the Start Date.

2.3 This Agreement shall continue in force until the Subscription Agreement has terminated or when the Agreement has terminated in accordance with any other provision of this Agreement.

## 3. The Service

- 3.1 The Provider hereby grants to the Customer during the Term a worldwide, non-exclusive license to use the Service by means of the User Interface and services that the chosen subscription pursuant to the Subscription Agreement, at the time, makes available.
- 3.2 The license granted by the Provider to the Customer under Clause 4.1 is subject to the following limitation that the User Interface may only be used through a Supported Web Browser, by the Licensed Users or Invited Participants and must not be used at any point in time by more than one physical individual per Licensed User (i.e., every Licensed User account is not to be used by any other than that named user).
- 3.3 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Provider to the Customer under Clause 4.1 is subject to the following prohibitions that the Customer must not:
  - (a) sub-license its right to access and use the Service;
  - (b) permit any unauthorized person or application to access or use the Service;
  - (c) use the Service to provide services to third parties;
  - (d) republish or redistribute any content or material from the Service;
  - (e) make any alteration to the Platform, except as permitted by the Documentation; and
  - (f) conduct or request that any other person conduct any load testing or penetration testing on the Platform or the Service without the prior written consent of the Provider.
- 3.4 The Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorized person or application may gain access to the Service by means of the Access Credentials.
- 3.5 The Provider shall use all reasonable endeavors to maintain the availability of the Service to the Customer at the gateway between the public internet and the network of the hosting services provider for the Service but does not guarantee 100% availability.
- 3.6 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
  - (a) a Force Majeure Event;
  - (b) a fault or failure of the internet or any public telecommunications network;
  - (c) a fault or failure of the Customer's computer systems or networks;
  - (d) any breach by the Customer of this Agreement; or
  - (e) scheduled maintenance carried out in accordance with this Agreement.
- 3.7 The Customer must comply with Schedule 2 (Acceptable Use Policy) and must ensure that all persons using the Service with the authority of the Customer or by means of the Access Credentials comply with Schedule 2 (Acceptable Use Policy).
- 3.8 The Customer must not use the Service in any way that causes, or may cause, damage to the Service or Platform or impairment of the availability or accessibility of the Service.
- 3.9 The Customer must not use the Service in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by the Provider to its other customers using the Platform; and the Customer acknowledges that the Provider may use reasonable technical measures to limit the use of Platform resources by the Customer for the purpose of assuring services to its customers generally.

- 3.10 The Customer must not use the Service:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
  - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 3.12 The Provider may suspend the provision of the Service if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Service on this basis.

#### **4. Scheduled maintenance**

- 4.1 The Provider may from time to time suspend the Service for the purposes of scheduled maintenance to the Platform, providing that such scheduled maintenance must be carried out in accordance with this Clause 4.
- 4.2 The Provider shall where practicably give to the Customer at least 5 Business Days' prior written notice of scheduled maintenance that will, or is likely to, affect the availability of the Service or have a material negative impact upon the Service.
- 4.3 The Provider shall strive for all scheduled maintenance to be carried out outside Business Hours.

#### **5. Support Services**

- 5.1 The Provider shall provide the Support Services to the Customer during the Term.
- 5.2 The Provider shall make available to the Customer a FAQ helpdesk.
- 5.3 The Provider shall provide the Support Services according to the paid subscription pursuant to the Subscription Agreement.
- 5.4 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 5.5 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

#### **6. Customer Data**

- 6.1 The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, analyze and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement and in order to improve the Service and the customer experience. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in this Agreement. The Customer also acknowledges that the Provider may have contact with Licensed Users and Invited Participants in order to provide support, customer surveys etc.
- 6.2 The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

#### **7. No assignment of Intellectual Property Rights**

Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

## **8. Fees**

- 8.1 The Customer shall pay the Fees to the Provider in accordance with the Subscription Agreement and this Agreement.
- 8.2 In case of any extra services is ordered the Fees are based in whole or part upon the time spent by the Provider performing the services.
- 8.3 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 8.4 The Provider is entitled to increase the Fees in accordance with the yearly adjustment of the European Union's Labour Cost Index (LCI) applicable for Sweden and the Information and Communication Trade (available at <http://epp.eurostat.ec.europa.eu/>). The Fees shall not at any time be lower than the Fees stated in the Subscription Agreement as subsequently increased under this Clause 8.

## **9. Payments**

- 9.1 The Provider shall issue invoices for the Fees to the Customer in advance of the period to which they relate unless otherwise agreed.
- 9.2 The Customer must pay the Fees to the Provider direct upon subscription as per the Subscription Agreement via Credit Card or, in case of invoicing, within the period of 30 days following the issue of an invoice in accordance with this Clause 9.
- 9.3 The Customer must pay the Fees using such payment details as are notified by the Provider to the Customer from time to time.
- 9.4 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may claim interest from the Customer pursuant to the Swedish Interest Act (*Sw. räntelagen*).

## **10. Provider's confidentiality obligations**

- 10.1 The Provider must:
- (a) keep the Customer Confidential Information strictly confidential;
  - (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent;
  - (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
  - (d) act in good faith at all times in relation to the Customer Confidential Information; and
  - (e) not use any of the Customer Confidential Information for any purpose other than over all generic data processing and analytics.
- 10.2 Notwithstanding Clause 10.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

- 10.3 This Clause 10 imposes no obligations upon the Provider with respect to Customer Confidential Information that:
- (a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
  - (b) is or becomes publicly known through no act or default of the Provider; or
  - (c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.
- 10.4 The restrictions in this Clause 10 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognized stock exchange.
- 10.5 The provisions of this Clause 10 shall continue in force indefinitely following the termination of this Agreement.
- 10.6 Notwithstanding the provisions of this Clause 10, the Customer hereby consents to the use and public disclosure of the legal name and corresponding graphic logo of the Customer solely to identify the relationship of the parties expressed in this Agreement, and the Provider may refer to the Customer for sales and marketing purposes.

## 11. Data protection

- 11.1 Each party to this Agreement will comply with their respective obligations under the Data Protection Legislation.
- 11.2 Personal data, for which the Controller is responsible, will be processed by the Provider in conjunction with the Services. The Parties shall enter into a separate written agreement regulating such process in accordance with Article 28 of the GDPR ("**Data Processing Agreement**").
- 11.3 For the purpose of this Clause, "**Data Protection Legislation**" shall mean the EU General Data Protection Regulation 2016/679 ("GDPR") and any other applicable data protection regulation, and the terms "controller", "personal data" "processed" and "processor" shall have the same meaning as they are given in the Data Protection Legislation.

## 12. Warranties

- 12.1 The Provider warrants to the Customer that:
- (a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
  - (b) the Provider will comply with all Swedish legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement;
  - (c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement;
  - (d) the Platform and the Service will conform in all material respects with the Service Specification;
  - (e) the Platform will incorporate security features reflecting the requirements of good industry practice;
  - (f) the Service, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under the laws in the countries it acts; and

(g) the Service, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

12.2 If the Provider reasonably determines, or any third party alleges, that the use of the Service by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

(a) modify the Service in such a way that they no longer infringe the relevant Intellectual Property Rights; or

(b) procure for the Customer the right to use the Service in accordance with this Agreement.

12.3 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

12.4 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

### **13. Acknowledgements and warranty limitations**

13.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Service will be wholly free from defects, errors and bugs.

13.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Service will be entirely secure.

13.3 The Customer acknowledges that the Service is designed to be compatible only with that software and those systems specified as compatible in the Service Specification; and the Provider does not warrant or represent that the Service will be compatible with any other software or systems.

13.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Service; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Service or the use of the Service by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

### **14. Limitations and exclusions of liability**

14.1 Nothing in this Agreement will:

(a) limit or exclude any liability for fraud or fraudulent misrepresentation;

(b) limit any liabilities in any way that is not permitted under applicable law; or

(c) exclude any liabilities that may not be excluded under applicable law.

14.2 The limitations and exclusions of liability set out in this Clause 14 and elsewhere in this Agreement:

(a) are subject to Clause 14.1; and

(b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

- 14.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event, any loss of profits or anticipated savings, any loss of revenue or income, any loss of use or production, any loss of business, contracts or opportunities, any loss or corruption of any data, database or software or any other special, indirect or consequential loss or damage.
- 14.4 The liability of the Provider to the Customer under this Agreement in respect of any event or series of related events shall not exceed the greater of the total amount paid and payable by the Customer to the Provider under this Agreement in the 12-month period preceding the commencement of the event or events.
- 14.5 The aggregate liability of the Provider to the Customer under this Agreement shall in any event not exceed the greater of the total amount actually paid by the Customer to the Provider during the preceding 12 calendar months.

## 15. Force Majeure Event

- 15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 15.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
- (a) promptly notify the other; and
  - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 15.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## 16. Termination

- 16.1 Either party may terminate this Agreement as set forth in the Subscription Agreement.
- 16.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.
- 16.3 Subject to applicable law, either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party:
    - (i) is dissolved;
    - (ii) ceases to conduct all (or substantially all) of its business;
    - (iii) is or becomes unable to pay its debts as they fall due;
    - (iv) is or becomes insolvent or is declared insolvent; or
    - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
  - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
  - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement).



## 17. Effects of termination

- 17.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3.11, 9.2, 9.4, 10, 11, 14, 17, 20 and 21.
- 17.2 Except to the extent expressly provided otherwise in this Agreement, the termination of this Agreement shall not affect the accrued rights of either party.

## 18. Notices

- 18.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods:
- (a) sent via email or via physical mail (or by courier), in which case the notice shall be deemed to be received upon delivery; or
  - (b) delivered as cancellation or other message inside the Platform service itself.

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

- 18.2 The Provider's contact details for notices are as follows:

Email: [legal@spce.com](mailto:legal@spce.com)

Address: SP CE Technologies AB , c/o Convendum, Katarinavägen 15, 116 45 Stockholm, Sweden

- 18.3 The Customer's contact details for notices are stated in Subscription Agreement.

## 19. Subcontracting

- 19.1 Subject to any express restrictions elsewhere in this Agreement, the Provider may subcontract any of its obligations under this Agreement, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.
- 19.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.
- 19.3 Notwithstanding the provisions of this Clause 19 but subject to any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

## 20. General

- 20.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
- 20.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 20.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

- 20.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 20.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 20.6 This Agreement (including the Subscription Agreement) shall be governed by and construed in accordance with Swedish law.
- 20.7 The courts of Sweden shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement (including the Subscription Agreement).

## **21. Interpretation**

- 21.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
  - (b) any subordinate legislation made under that statute or statutory provision.
- 21.2 The Clause headings do not affect the interpretation of this Agreement.
- 21.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 21.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.



## **SCHEDULE 1**

### **Specification of the Service**

SP CE is a software as a service provided by SP CE Technologies AB, with the functionality that from time to other is included in the Customers' chosen subscription tier as set forth in the Subscription Agreement (described here: <https://www.spce.com/pricing/>).

## SCHEDULE 2 (ACCEPTABLE USE POLICY)

### 1. Introduction

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of **app.spce.com**, any successor website, and the services available on that website or any successor website (the "**Services**"); and
  - (b) the transmission, storage and processing of content by you, or by any person on your behalf, under the same subscription, using the Services ("**Content**").
- 1.2 References in this Policy to "you" are to any user who is granted access through your subscription of the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to SP CE Technologies AB (and "we" and "our" should be construed accordingly).
- 1.3 By using the Services, you agree to the rules set out in this Policy.
- 1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.
- 1.5 You must be at least 18 years of age to use the Services; and by using the Services, you warrant and represent to us that you are at least 18 years of age.
- 1.6 SP CE Technologies AB take no responsibility for usage or content distributed through the service, why you as subscriber have the full responsibility for compliance in each case in any jurisdiction and under any applicable law.

### 2. General usage rules

- 2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
- 2.2 You must not use the Services:
- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
  - (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
- 2.3 You must ensure that all Content complies with the provisions of this Policy.

### 3. Unlawful Content

- 3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.2 Content, and the use of Content by us in any manner licensed or otherwise authorized by you, must not:
- (a) be libelous or maliciously false;
  - (b) be obscene or indecent;
  - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
  - (d) infringe any right of confidence, right of privacy or right under data protection legislation;

- (e) constitute negligent advice or contain any negligent statement;
  - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
  - (g) be in contempt of any court, or in breach of any court order;
  - (h) constitute a breach of racial or religious hatred or discrimination legislation;
  - (i) be blasphemous;
  - (j) constitute a breach of official secrets legislation; or
  - (k) constitute a breach of any contractual obligation owed to any person.
- 3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.
- 4. Graphic material**
- 4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over 12 years of age.
- 4.2 Content must not depict violence in an explicit, graphic or gratuitous manner.
- 4.3 Content must not be pornographic or sexually explicit.
- 5. Etiquette**
- 5.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behavior on the internet.
- 5.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 5.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.
- 5.4 You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
- 5.5 You must not use the Services for the purpose of deliberately upsetting or offending others.
- 5.6 You must not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.

## **6 Marketing and spam**

- 6.1 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 6.2 You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that you find using the Services.
- 6.3 You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.
- 6.4 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

## **7. Regulated businesses**

- 7.1 You must not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity, unless you have a license permit to do so in the countries of use of the service.
- 7.2 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of drugs or pharmaceuticals, unless you have a license permit to do so in the countries of use of the service.
- 7.3 You must not use the Services for any purpose relating to the offering for sale, sale or distribution of knives, guns or other weapons, unless you have a license permit to do so in the countries of use of the service.

## **8. Monitoring**

- 8.1 You acknowledge that we not actively monitor the Content or the use of the Services.

## **9. Data mining**

- 9.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

## **10. Hyperlinks**

- 10.1 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

## **11. Harmful software**

- 11.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 11.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.