

Effective starting: June 12, 2023

## **BDQ**

### **ACCEPTABLE USE POLICY**

#### **1. Introduction**

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
  - (a) the software-as-a-service, hosted services and hosting services of Business Data Quality Limited (the "**Services**"); and
  - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2 This Policy supplements the BDQ terms and conditions that apply to the Services.
- 1.3 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to Business Data Quality Limited (and "we" and "our" should be construed accordingly).
- 1.4 By using the Services, you agree to the rules set out in this Policy; in addition, we may require that you expressly agree to the rules set out in this Policy before using the Services.

#### **2. General usage rules**

- 2.1 The Services are subject to a fair use policy. You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability, integrity, performance or accessibility of the Services. In addition, you must not use the Services in any way that involves making an unreasonable number of requests to the Services or otherwise placing an unreasonable load upon 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 not use the Services in any way that breaches, or is liable to put us in breach of, any terms and conditions applicable to the services that are integrated with the Services or upon which the Services depend.
- 2.4 You must not use the Services in any way that breaches, or is liable to put us in breach of, any order or other requirement of any governmental authority.
- 2.5 You must not conduct or request that any other person conduct any load testing or penetration testing on the Services without our prior written consent.

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- 2.6 You must not use the Services in any way that is not envisaged in the documentation for those Services.
- 2.7 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 authorised by you, must not:
  - (a) be libellous 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 an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
  - (f) be in contempt of any court, or in breach of any court order;
  - (g) constitute a breach of racial or religious hatred or discrimination legislation;
  - (h) constitute a breach of official secrets legislation; or
  - (i) 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.
- 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. Marketing and spam**

- 5.1 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.

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5.2 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.

5.3 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

## **6. No monitoring**

6.1 You acknowledge that we do not actively monitor the Content and the use of the Services.

## **7. Data mining**

7.1 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.

## **8. Hyperlinks**

8.1 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.

## **9. Harmful software**

9.1 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.

9.2 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.

## **10. Breaches of Policy**

10.1 Any breach of this Policy will constitute a breach of the contract between us and you with respect to the relevant Services.

10.2 If you breach this Policy, or we determine acting reasonably that you have or are likely to have breached the terms of this Policy, we may:

(a) suspend the relevant Services whilst we investigate the matter; and/or

(b) edit or delete the relevant Content,

in each case without prejudice to any obligations you may have to pay charges or fees with respect to the Services, and without prejudice to our contractual and other legal rights.