



CYFERD

ACCEPTABLE USE POLICY

1. Scope

- 1.1 This 'Cyferd – Acceptable Use Policy' (this "**Policy**") applies to how a Customer, and its Authorised Users may Access and use the Cyferd Product and the Services (each as defined below). This Policy is made in connection with the provision by Cyferd Ltd ("**Cyferd**") of Access to and use of the Cyferd Product and the Services to its customers (including those whose Access to and use of the Cyferd Product and the Services is/ was procured through a Cyferd Partner (as defined below)) who have an ongoing Professional Agreement or an ongoing Enterprise Agreement (each as defined below) for Access to and use of the Cyferd Product and the Services (in this Policy each a "**Customer**" and, in respect of each Customer, "**each Customer**", "**the Customer**", "**the Customer in question**" and "**that Customer**" shall be construed accordingly).
- 1.2 This Policy is supplemental to the MSA (as defined below) and, for each Customer, forms part of the Agreement (as defined below) with that Customer in respect of that Customer's Access to and use of the Cyferd Product and the Services.
- 1.3 This Policy is a Cyferd Policy (as defined below).
- 1.4 The Customer's acceptance of this Policy is as provided in the MSA (where 'acceptance' is as defined in the definition of 'Cyferd Policies' in the MSA).
- 1.5 In this Policy "**MSA**" means, in respect of the Customer in question, the master services agreement forming part of the Agreement with that Customer in respect of that Customer's Access to and use of the Cyferd Product and the Services (each version of the MSA (<https://cyferd.com/cyferdcomm/>)).
- 1.6 Terms defined in the MSA (including without limitation "**Access**", "**Access Parameter**", "**Agreement**", "**App**", "**Apps**", "**Authorised User**", "**Commencement Date**", "**Customer Data**", "**Cyferd Partner**", "**Cyferd Policy**", "**Cyferd Product**", "**Documentation**", "**Enterprise Agreement**", "**Feature**", "**Intellectual Property Rights**", "**Malicious Code**", "**Permitted Purpose**", "**Professional Agreement**", "**Purchased Item**", "**Services**", "**Storage of and Access to Customer Data Policy**", "**Tenancy**", "**Update**", "**Update Notification**", "**Updates**", "**Utilisation Parameter**") shall have the same meaning in this Policy unless the context otherwise requires or such term is defined separately in this Policy.
- 1.7 In this Policy:
 - 1.7.1 references to paragraphs are to paragraphs of this Policy;
 - 1.7.2 a reference to this Policy or to any other agreement or document referred to in this Policy is a reference to this Policy or such other agreement or

- document as amended in accordance with its terms and/or the MSA from time to time;
- 1.7.3 a reference to an “**amendment**” includes a novation, re-enactment, restatement, supplement, extension, variation or an amendment (and “**amend**” and “**amended**” shall be construed accordingly);
 - 1.7.4 a reference to a “**person**” includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
 - 1.7.5 unless otherwise provided, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the Commencement Date shall apply for the purposes of this Policy to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;
 - 1.7.6 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
 - 1.7.7 any words that follow “**include**”, “**includes**”, “**including**”, “**in particular**”, “**for example**” or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.7.8 a reference to “**writing**” or “**written**” includes any method of reproducing words in a legible and non-transitory form including email but excluding fax;
 - 1.7.9 where the context permits, “**other**” and “**otherwise**” are illustrative and shall not limit the sense of the words preceding them;
 - 1.7.10 any obligation on a Customer not to do something includes an obligation not to allow that thing to be done; and
 - 1.7.11 references to any English legal or accounting term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal or accounting document, legal or accounting status, court governmental or administrative authority or agency, accounting body, official or any legal or accounting concept practice or principle or thing shall in respect of any jurisdiction other than England be deemed to include what most approximates in that jurisdiction to the English legal or accounting term concerned.
- 1.8 A Customer and its Authorised Users are only permitted to Access and use the Cyferd Product (including any Tenancy(ies), Apps and Features) and the Services (or any part) and/or any other Purchased Item for the Permitted Purpose and in accordance with the terms of the Agreement (relating to that Customer). In the MSA ‘*Permitted Purpose*’ is defined as meaning ‘*use solely for [that] Customer’s internal business operations in accordance with the applicable Documentation and the Agreement [relating to that Customer]*’. Permitted Purpose expressly excludes anything that would cause [that] Customer to be in breach of an Access Parameter and/or a Utilisation Parameter or otherwise be in breach of the Agreement [relating to that Customer]. Access to and use of the Cyferd Product (including any Tenancy(ies), Apps and Features) and the Services (or any part) and/or any other Purchased Item in any other way, including in contravention of any restriction on use set out in this Policy, is not permitted. If any person does not agree with the terms of this Policy,

they may not Access and use the Cyferd Product (including any Tenancy(ies), Apps and Features) and the Services (or any part) and/or any other Purchased Item.

- 1.9 Each Customer shall (and shall ensure all of its Authorised Users shall) at all times comply with this Policy and each and every Access Parameter and Utilisation Parameter.
- 1.10 In respect of a Customer, clauses 20 (*Suspension*) and 21 (*Termination*) of the MSA and the **Storage of and Access to Customer Data Policy** (<https://cyferd.com/cyferdcomm/>) contain additional rights and remedies of Cyferd (over and above that set out in this Policy) in connection with or relating to any Customer Data (of that Customer) which does not comply, or which Cyferd suspects may not comply, with this Policy (or any other part of the Agreement relating to that Customer).
- 1.11 For an Authorised User, notwithstanding **paragraph 1.6** above (which still applies) so as to help interpret some of those defined terms for an Authorised User:
 - 1.11.1 you are a prospective Authorised User/ an Authorised User for the person (who is a Customer of Cyferd) who proposes to give/ has given you such Authorised User status (in this **paragraph 1.11** “you”, “your”). Such Authorised User status relates to your access to and use of the Cyferd Product (via that Customer’s Tenancy(ies));
 - 1.11.2 that Customer has contracted with Cyferd for Access to and use of its cloud-native ‘*Platform as a Service*’ known as ‘*Cyferd*’ providing agile ‘*Digital Transformation*’ solutions (namely Cyferd Product) and the related hosting services, data base services and standard support services (namely the Services). Such contract being the Agreement relating to that Customer and which includes inter alia, the applicable Order Form(s), the MSA and the Cyferd Policies (including this Policy); and
 - 1.11.3 that Customer has one or more tenancy(ies) (as the case may be) enabling that Customer to Access and use the Cyferd Product and the Services (including any application built on and using the Cyferd Product (namely an App) and any particular/ specific feature of the Cyferd Product that is not an App but which is embedded into the Cyferd Product (namely a Feature)) and any other applicable Purchased Items from Cyferd, in accordance with and subject to the terms of the Agreement relating to that Customer (namely the Tenancy(ies)).

2. Last Updated

This Policy was last updated on 1 March 2023. For previous versions of this Policy see <https://cyferd.com/cyferdcomm/>.

3. Changes to this Policy

- 3.1 ***For any person who is not a Customer at the time of such posting*** - Cyferd shall, at its absolute discretion, be entitled to amend this Policy or any part of it by posting an updated version of this Policy at <https://cyferd.com/cyferdcomm/> and such updates will be effective upon such posting or, if later, the 'Last Updated' date specified in such updated version of this Policy.
- 3.2 ***For any person who is a Customer at the time such Update Notification is made*** – Cyferd may at its absolute discretion make, and notify the Customer of, updated versions of this Policy by notifying the Customer of any such Update(s) by way of Update Notification. Such Update(s) will be effective in respect of the Customer in question in accordance with the applicable provisions of the MSA which relate to Updates. The provisions of the MSA which relate to Updates shall apply in respect of any such Update(s).
- 3.3 If Cyferd makes any amendments to this Policy, it will change the 'Last Updated' date in **paragraph 2** above in such updated version of this Policy.
- 3.4 An Update Notification could be sent/ made by Cyferd in respect of this Policy by e-mail (together with a copy of the Update(s) or a link to a copy of the Update(s)) in accordance with the notices provision in the MSA or by adding a statement to Cyferd's main website page referencing such Update(s) (together with a copy of the Update(s) or a link to a copy of the Update(s)) or by any other reasonable means which Cyferd elects.

4. Restrictions of use

- 4.1 **Paragraphs 4.2, 5.1 and 6.1** are in addition to those Access Parameters and Utilisation Parameters set out in the Order Form(s) with the Customer in question and any other Access Parameters and Utilisation Parameters set out in that Customer's Agreement.
- 4.2 As a condition of Access to and use of the Cyferd Product (including any Tenancy(ies), Apps and Features) and the Services (or any part) and/or any other Purchased Item, each Customer (on its own behalf and on behalf of all of its Authorised Users) and each of that Customer's Authorised Users agrees not to use the Cyferd Product and the Services (or any part) and/or any other Purchased Item nor permit them to be used:
- 4.2.1 for any purpose that is unlawful under any applicable law or prohibited by this Policy or the Agreement relating to that Customer;
 - 4.2.2 to commit any act of fraud;
 - 4.2.3 to distribute any Malicious Code;
 - 4.2.4 for purposes of promoting unsolicited advertising or sending spam;
 - 4.2.5 to simulate communications from Cyferd or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 4.2.6 in any manner that disrupts the operations, business, equipment, websites or systems of Cyferd or any other person or entity (including any denial of service and similar attacks);

- 4.2.7 in any manner that harms or may endanger minors or any other person;
- 4.2.8 in connection with any service, use or purpose where the failure of the Cyferd Product (or any part) and the Services (or any of them) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
- 4.2.9 to promote any unlawful activity;
- 4.2.10 to represent or suggest that Cyferd endorses any other business, product or service unless Cyferd has separately agreed to do so in writing;
- 4.2.11 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
- 4.2.12 in any manner which may impair any other person's use of the Cyferd Product (including any Tenancy(ies), Apps and Features) and the Services (or any part) and/or any other Purchased Item or use of any other services provided by Cyferd to any other person;
- 4.2.13 to attempt to circumvent any security controls or mechanisms;
- 4.2.14 to attempt to circumvent any password or user authentication methods of any person;
- 4.2.15 in any manner inconsistent with the Agreement relating to that Customer, the Documentation or any instructions provided by Cyferd from time to time; or
- 4.2.16 in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in the Agreement relating to that Customer;
- 4.2.17 to overwhelm or attempt to overwhelm Cyferd's infrastructure in respect of the Cyferd Product by imposing an unreasonably large load on Cyferd's systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), including, for example: (i) using 'robots', 'spiders', 'offline readers', or other automated systems to send more request messages to Cyferd's servers than a human could reasonably send in the same period of time by using a normal browser; (ii) going far beyond the use parameters for the Cyferd Product and the Services (or any part) as described in the Documentation; and/or (iii) consuming an unreasonable amount of storage in a way that's unrelated to the purpose for which the Cyferd Product and the Services were designed;
- 4.2.18 (notwithstanding the foregoing provisions of this **paragraph 4.2**) to do any of the things/ for any of the purposes/ in any manner inconsistent with that referred to in the Access Parameters/ Utilisation Parameters repeated in **paragraphs 4.3.1, 4.3.2 and/or 4.3.3,**

where, in this **paragraph 4.2**, each of the matters in **paragraphs 4.2.1 to 4.2.18** (inclusive) is an Access Parameter and a Utilisation Parameter.

4.3 For the purposes of **paragraph 4.1** there are repeated in this **paragraph 4.3**, some (but **not** all) of the Access Parameters/ Utilisation Parameters contained in clause 4 of the MSA. They are:

- 4.3.1 *'Neither the Cyferd Product (or any part of it including any Tenancy(ies), App(s) and Feature(s)) nor the Services (or any of them) may be Accessed or used: (i) for the purposes of monitoring their availability, performance, functionality or for any other benchmarking or competitive process; (ii) to build competitive product(s) or services(s) to the Cyferd Product (or any*

part of it including any Tenancy(ies), App(s) and Feature(s)) and/or any of the Services; (iii) to build a product or service using similar ideas, features, functions or graphics of the Cyferd Product (or any part of it including any Tenancy(ies), App(s) and Feature(s)) and/or any of the Services; (iv) to copy any ideas, features, functions or graphics of the Cyferd Product (or any part of it including any Tenancy(ies), App(s) and Feature(s)) and/or any of the Services; (v) to publicly disseminate information regarding the performance of the Cyferd Product (or any part of it including any Tenancy(ies), App(s) and Feature(s)); (vi) to determine whether the Cyferd Product (or any part of it including any Tenancy(ies), App(s) and Feature(s)) and/or any of the Services are within the scope of any patent (vii) to sell, resell, licence, sublicense, distribute, rent or lease the Cyferd Product (or any part of it including any Tenancy(ies), App(s) and Feature(s)) and/or any of the Services; (viii) to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights; (ix) to store or transmit Malicious Code; (x) to interfere with or disrupt the integrity or performance of the Cyferd Product (or any part of it including any Tenancy(ies), App(s) and Feature(s)) or any of the Services; (xi) to attempt to gain unauthorised access to the Cyferd Product (or any part of it including any Tenancy(ies), App(s) and Feature(s)) and/or any of the Services; (xii) where such Access or use would breach/ cause the Customer to be in breach of and/or conflict or be inconsistent with the obligations on the Customer under any provision(s) of the Agreement (or any document comprising the same); (xiii) where such Access or use would conflict or be inconsistent with the contents of or otherwise not be in accordance with the Documentation (or any part of it); (xiv) to encourage or assist any third party to breach and/or act contrary to any other Access Parameter(s). [..... each] of the matters in (i) to (xiv) (inclusive) is an Access Parameter and a Utilisation Parameter. Where applicable, this **clause 4**.[.....] shall not prevent a Customer App Customisation being validly created by or on behalf of the Customer in accordance with and subject to the terms of the Agreement.'

4.3.2 'The Customer shall not: (i) interfere with or otherwise circumvent mechanisms in the Cyferd Product (or any part of it including any Tenancy(ies) and Feature(s)) intended to limit the Customer's Access and/or Utilisation; (ii) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, non-public APIs or Integrations to the Cyferd Product, any Tenancy, any Feature, the Cyferd Android App, the Cyferd iOS App, the Cyferd Remote Agent, the Cyferd Web Client and/or any Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Cyferd); (iii) remove or obscure any proprietary or other notices contained in the Cyferd Product, any Tenancy, any Feature, the Cyferd Android App, the Cyferd iOS App, the Cyferd Remote Agent, the Cyferd Web Client and/or any Services; (iv) Access or use the Cyferd Product (or any part of it including any Tenancy(ies) and Feature(s)) and/or any Service to access, copy or use any Cyferd IPR except as permitted under the Agreement. [..... each] of the matters in (i) to (iv) (inclusive) is an Access Parameter and a Utilisation Parameter. This **clause 4**.[....] shall not prevent a Customer App Customisation being validly created by or on behalf of the Customer in accordance with and subject to the terms of the Agreement.'

4.3.3 'The Customer shall not reproduce, modify, adapt or create derivative works of the Cyferd Product (or any part of it including any Tenancy(ies)

*and Feature(s)), the Cyferd Android App, the Cyferd iOS App, the Cyferd Remote Agent, the Cyferd Web Client and/or any Services, save that, the Customer has the right to create, modify, customise, maintain, update and/or test Apps using its Tenancy(ies) during the Term for the Permitted Purpose whilst the Customer has a valid and subsisting Main Subscription and in accordance with the terms of the Agreement and the Documentation. This is an Access Parameter and a Utilisation Parameter. This **clause 4.[....]** shall not prevent a Customer App Customisation being validly created by or on behalf of the Customer in accordance with and subject to the terms of the Agreement.'*

In paragraphs 4.3.1, 4.3.2 and/or 4.3.3 the terms “API”, “Customer App Customisation”, “Cyferd Android App”, “Cyferd iOS App”, “Cyferd IPR”, “Cyferd Remote Agent”, “Cyferd Web Client”, “Integration”, “Main Subscription”, “Term”, “Update”, “Update Notification”, “Updates” are defined in the MSA. Such terms are not used elsewhere in this Policy.

5. Customer Data and communication standards

- 5.1 Any Customer Data or communication made on or using the Cyferd Product (including any Tenancy(ies), Apps and Features) and the Services (or any part) and/or any other Purchased Item by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in Cyferd’s discretion, acting reasonably. In particular, each Customer warrants and undertakes that its Customer Data and each such communication shall at all times be:
- 5.1.1 submitted lawfully and without infringement of any Intellectual Property Rights of any person;
 - 5.1.2 free of any Malicious Code (at the point of entering that Customer’s Tenancy(ies));
 - 5.1.3 factually accurate;
 - 5.1.4 provided with all necessary consents of all relevant third parties;
 - 5.1.5 not defamatory or likely to give rise to an allegation of defamation;
 - 5.1.6 not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
 - 5.1.7 not abusive, threatening, offensive, harassing or invasive of privacy;
 - 5.1.8 free of any content or activity that is, or may reasonably be suspected to be, terrorist in nature;
 - 5.1.9 not racist, sexist or xenophobic;
 - 5.1.10 not of a nature that any courts, regulators, law enforcement authorities or other governmental authorities may order be blocked, deleted, suspended or removed;
 - 5.1.11 not liable to offend religious sentiments or deeply held beliefs; and
 - 5.1.12 unlikely to cause offence, embarrassment or annoyance to any person.

5.2 **Paragraph 5.1** is an Access Parameter and a Utilisation Parameter.

6. Linking and other intellectual property matters

6.1 As a condition of Access and use the Cyferd Product (including any Tenancy(ies), Apps and Features) and the Services (or any part) and/or any other Purchased Item, each Customer (on its own behalf and on behalf of all of its Authorised Users) and each of that Customer's Authorised Users agrees not to:

6.1.1 create a frame or any other browser or border environment around the content of the use the Cyferd Product and the Services (or any part) and/or any other Purchased Item;

6.1.2 display any of the trade marks or logos used on or in connection with Cyferd Product and the Services (or any part) and/or any other Purchased Item without Cyferd's prior express written permission together with (as and where applicable) that of the owner of such trade marks or logos; or

6.1.3 use Cyferd's trade marks, logos or trade names in any manner without Cyferd's prior express written permission.

6.2 **Paragraph 6.1** is an Access Parameter and a Utilisation Parameter.

7. Failure to comply with/ breach of this Policy by the Customer or any of its Authorised Users

If a Customer or any of its Authorised Users fails to comply with or otherwise breaches the terms of this Policy then such failure to comply/ breach will be considered to be a material breach by the Customer of the MSA and that Customer's Agreement which is not remediable.

8. Law

The provisions of this Policy shall be governed by the laws of England and Wales.

[End of Policy]