



CYFERD

USER NOTICE

1. Scope

- 1.1 This '*Cyferd – User Notice*' (this "**Policy**") is the User Notice (as defined below) and applies to all Customers and (in the case of the '*form of User Notice*' set out in **paragraph 4**) their respective Authorised Users (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 (each as defined below) 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**", "**Agreement**", "**Authorised User**", "**Cyferd Partner**", "**Cyferd Policy**", "**Cyferd Product**", "**Enterprise Agreement**", "**Professional Agreement**", "**Services**", "**Update**", "**Update Notification**", "**Updates**", "**User Notice**") 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 “**amended from time to time by Cyferd**” in the context of a Cyferd Policy or other document referred to in this Policy includes where Cyferd can amend the same by itself in accordance with its terms and/or the MSA;
- 1.7.5 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;
- 1.7.6 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;
- 1.7.7 a reference to “**writing**” or “**written**” includes any method of reproducing words in a legible and non-transitory form including email but excluding fax;
- 1.7.8 where the context permits, “**other**” and “**otherwise**” are illustrative and shall not limit the sense of the words preceding them; and
- 1.7.9 any obligation on a Customer not to do something includes an obligation not to allow that thing to be done.

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. User Notice

- 4.1 Pursuant to and in accordance with clause 4 of the MSA, a Customer shall and is responsible for, disclosing to all of its prospective Authorised Users/ Authorised Users the User Notice.
- 4.2 For the purposes of clause 4 of the MSA and **paragraph 4.1** the form of User Notice that needs to be disclosed to all of its prospective Authorised Users/ Authorised Users is that set out below and in italics:

“USER NOTICE

*You are a prospective authorised user/ an authorised user for the person (who is a customer of Cyferd Ltd (“**Cyferd**”) (the “**Cyferd Customer**”)) who proposes to give/ has given you such authorised user status (“**you**”, “**your**”). Such authorised user status relates to your access to and use of the Cyferd Product (via the Customer’s Tenancy(ies)) (each as defined below).*

*The Cyferd 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 (the “**Cyferd Product**”) and the related services (the “**Services**”). Such contract being the “**Cyferd Agreement**”).*

*The Cyferd Customer has one or more tenancy(ies) (as the case may be) enabling the Cyferd Customer to access and use the Cyferd Product and the Services (including any Apps and Features) and any other applicable purchased items from Cyferd, in accordance with and subject to the terms of the Cyferd Agreement (any such tenancy being a “**Tenancy**”). In this regard an “**App**” means an application built on and using the Cyferd Product and a “**Feature**” means a particular/ specific feature of the Cyferd Product that is not an App but which is embedded into the Cyferd Product.*

*By accessing or using the Cyferd Product, any Tenancy, any App, any Feature, any other applicable purchased item(s), you acknowledge and agree to be bound by (in addition to any other similar/ applicable Cyferd policies that relate to such access to and use of the Cyferd Product and which form part of the Customer Agreement) Cyferd’s **Privacy Policy (Platform)** (<https://cyferd.com/cyferdcomm/>) and Cyferd’s **Acceptable Use Policy** (<https://cyferd.com/cyferdcomm/>) (in each case as the same may be amended by Cyferd from time to time). You are responsible for (and must have sufficient authority to take) all actions that are performed on or through your account (making you an authorised user of the Cyferd Customer for its Tenancy(ies) in question), including any procurement or use of third party products or services (and associated disclosure of data) in connection with the Cyferd Product. If you have been added or invited to access or use of the Cyferd Product (via the Customer’s Tenancy(ies)), the Cyferd Customer (via its administrator(s) (super user(s))) (and not you) controls your access to and use of the Cyferd Product/ such Tenancy(ies), including but not limited to adding or removing your access/ user account, enabling or disabling third-party integrations, and managing permissions. Any content that you submit or upload to such Tenancy(ies) may be retained, accessed, used, modified, shared, or removed by the Cyferd Customer and its appointees. You acknowledge that your user account can become managed by the entity that owns or controls the email address domain with which your account was created or registered, as described in Cyferd’s **Privacy Policy (Platform)** (see “Notice to End Users”).”*

5. Failure to comply with/ breach of this Policy by the Customer

If a Customer 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.

6. Law

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

[End of Policy]