ACCEPTABLE USE POLICY

1. **Scope**

1.1 This '*Cyferd – Acceptable Use Policy*' (this "**Policy**") applies to how a Customer, and its Authorized Users may Access the Cyferd Product (each as defined below). This Policy is made in connection with the provision by Cyferd Inc. ("**Cyferd**") of Access to the Cyferd Product to its customers (including those whose Access to the Cyferd Product is/ was procured through a Cyferd Partner) (in this Policy each a "**Customer**").

1.2 In this Policy the "**Agreement**" means, in respect of the Customer in question, the master services agreement known as '*Cyferd – MSA (A) – 1 August 2024*' entered into/ accepted by that Customer. The online version of the Agreement where accepted being found at https://cyferd.com/cyferdcomm/us.

1.3 This Policy is a Cyferd Policy and applies to, forms part of and is supplemental to the Agreement. The terms of Agreement shall apply to this Policy and are incorporated herein, *mutatis mutandis*, to this Policy.

1.4 For each Customer, this Policy together with the applicable Order Form, the Agreement, the other Cyferd Policies and any other applicable document that forms part of and/or is supplemental to the Agreement from time to time, applies to the subject matter of that Order Form and that Customer's Access to the Cyferd Product.

1.5 Unless otherwise noted or where the context otherwise requires, all capitalized terms used herein shall have the meanings set forth in the Agreement and the definitions document known as '*Cyferd – Definitions re MSA (A) – 1 August 2024*' (https://cyferd.com/cyferdcomm/us).

1.6 A Customer and its Authorized Users are only permitted to Access the Cyferd Product (including any Tenancy(ies), Apps and Features) (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). Permitted Purpose expressly excludes anything that would cause Customer to be in breach of the Agreement. Access to the Cyferd Product (including any Tenancy(ies), Apps and Features) (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 the Cyferd Product (including any Tenancy(ies), Apps and Features) (or any part) and/or any other Purchased Item.

1.7 Each Customer shall (and shall ensure all of its Authorized Users shall) at all times comply with this Policy and the Agreement.

1.8 In respect of a Customer, the Agreement and the **Storage of and Access to Customer Data Policy** (https://cyferd.com/cyferdcomm/us) (being a Cyferd Policy) 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).

1.9 For an Authorized User, notwithstanding **paragraph 1.6** (which still applies) so as to help interpret some of those defined terms for an Authorized User:

1.9.1 you are a prospective Authorized User/ an Authorized User for the person (who is a Customer of Cyferd) who proposes to give/ has given you such Authorized User status (in this **paragraph 1.9.1** "**you**", "**your**"). Such Authorized User status relates to your Access to the Cyferd Product (via that Customer's Tenancy(ies)); and

1.9.2 that Customer has one or more tenancy(ies) (as the case may be) enabling that Customer to Access the Cyferd Product (including any application built on and using the Cyferd

Cyferd – Acceptable Use Policy (A) – 1 August 2024

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 August 2024. For previous versions of this Policy see https://cyferd.com/cyferdcomm/us.

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/us 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 in accordance with the Agreement. Such Update(s) will be effective in respect of the Customer in question in accordance with the applicable provisions of the Agreement.

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.

4. Restrictions of use

4.1 **Paragraphs 4.2**, **5.1** and **6.1** are in addition to those Access/Usage Parameters set out in the Order Form(s) with the Customer in question and any other Access/Usage Parameters set out in that Customer's Agreement.

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

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; and/or

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 (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 was designed,

where, in this **paragraph 4.2**, each of the matters in **paragraphs 4.2.1** to **4.2.17** (inclusive) is an Access/Usage Parameter.

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) (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/Usage Parameter.

6.   Linking and other intellectual property matters

6.1   As a condition of Access to the Cyferd Product (including any Tenancy(ies), Apps and Features) (or any part) and/or any other Purchased Item, each Customer (on its own behalf and on behalf of all of its Authorized Users) and each of that Customer's Authorized 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 (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 (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/Usage Parameter.

7.   <u>**Failure to comply with/ breach of this Policy by the Customer or any of its Authorized Users**</u>

Without limiting anything else herein or in the Agreement, if Customer fails to comply with and/or otherwise breaches any term(s) of this Policy, then such failure to comply/breach will be considered to be a material breach by the Customer of the Agreement, and for which Cyferd shall be entitled to, without limitation, exercise all available rights and remedies under the Agreement.

[End of Policy]

Cyferd – Acceptable Use Policy (A) – 1 August 2024