



CYFERD

USER NOTICE

1. **Scope**

- 1.1 This 'Cyferd – User Notice' (this "**Policy**") is the User Notice and applies to all Customers and (in the case of the 'form of User Notice' set out in **paragraph 4**) their respective Authorized Users. 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 and use of 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 References in the Agreement to the "**User Notice**" shall be construed as meaning: (i) this Policy where the context requires; or (ii) the form of User Notice set out in **paragraph 4** where the context requires.

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. **User Notice**

- 4.1 Pursuant to and in accordance with the Agreement, Customer understands and agrees that its Authorized Users are subject to, inter alia the User Notice and that such User Notice is incorporated in and makes part of the Agreement. In this regard a Customer shall and is responsible for, disclosing to all of its prospective Authorized Users/ Authorized Users the User Notice. Cyferd may from time to time where possible incorporate a Feature (or like mechanism) whereby an Authorized User is required to click to accept the User Notice at the outset of its Authorized User status, in which case a Customer's obligations to so disclose will be satisfied. Each Customer will be notified by Cyferd if and when such Feature (or like mechanism) is operational.
- 4.2 For the purposes of the Agreement and **paragraph 4.1** the form of User Notice that needs to be disclosed to all of its prospective Authorized Users/ Authorized Users is that set out below and in italics:

'USER NOTICE

You are a prospective authorized user/ an authorized user for the person (who is a customer of Cyferd Inc. ("Cyferd") (the "Cyferd Customer")) who proposes to give/ has given you such authorized user status ("you", "your"). Such authorized user status relates to your access to and use of the Cyferd Product (via the Customer's Tenancy(ies)/ applicable 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' (the "Cyferd Product"). 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 (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** (<https://cyferd.com/cyferdcomm/us>) and Cyferd's **Acceptable Use Policy** (<https://cyferd.com/cyferdcomm/us>) (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 authorized 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)/ applicable 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.'*

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

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]