
ACCEPTABLE USE POLICY

1. Introduction

- 1.1. This acceptable use policy (the "Policy") sets out the rules governing:
 - 1.1.1. the use of the website, any successor website, and the services available on that website or any successor website] (the "Hosted Services"); and
 - 1.1.2. the transmission, storage and processing of content by you, your organization, or by any person on your behalf, using the Services including but not limited to data, documents, configurations, metadata, or any other material uploaded or transmitted by you or on your behalf ("Content").
- 1.2. References in this Policy to "you" are to any enterprise customer, their authorised representatives or end users of the Services; and references in this Policy to "us" are to Agytek.
- 1.3. By using the Hosted Services, you agree to the rules set out in this Policy.
- 1.4. We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Hosted Services.

2. General usage rules

- 2.1. You must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or impairment of the availability or accessibility of the Hosted Services.
- 2.2. You must not use the Hosted Services:
 - 2.2.1. in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
 - 2.2.2. in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity; ~~or~~
 - 2.2.3. in any way that invading anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses, or other contact information without their knowledge and consent; or
 - 2.2.4. accessing, authorizing anyone to use the Hosted Services from countries subject to international trade sanctions or export restrictions; or
 - 2.2.5. encourage, promote, facilitate, or instruct others to use the Hosted Service for any illegal, harmful, or offensive use; or
 - 2.2.6. access or use the Hosted Service for the purpose of conducting a performance test, building a competitive product or service or copying its features or user interface or use the Hosted Service in the operation of a business process outsourcing or other outsourcing; or
 - 2.2.7. imitate the "look and feel" of any of Agytek's website, products or other user interface, nor the branding, color combinations fonts, graphic designs, product icons or other elements associated with Agytek; or
 - 2.2.8. Any attempt to gain unauthorized access to the Hosted Service, acting to deny others access to the Hosted Service, or authorizing any third party to access or

use the Hosted Services on your behalf (such as anyone without a license or revealing to anyone your username and password).

- 2.3. You must ensure that all Content complies with the provisions of this Policy.
- 2.4. You shall ensure, in your sole discretion, that use of the Hosted Service does not violate any applicable export control laws, economic sanctions regulations or national security related laws.
- 2.5. Any delay, underperformance or inability to perform in the use of the Hosted Service caused by irresistible and unforeseeable event beyond the control of Agytek, such as (i) a fire; (ii) an explosion; (iii) an internal or external strike, a widespread social conflict throughout the country, including strikes or social conflicts affecting transport; (iv) a shortage of important raw materials, important supplies, transport, labour sources or electrical shutdown; (v) natural disasters, drought, flooding, adverse weather conditions; (vi) an epidemic; (vii) a war, a civil war, a riot, a revolution, a blockade; (viii) a seizure of assets or conditions imposed by state or local authorities, shall not put Agytek under any kind form of liabilities.

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 in any relevant jurisdiction.
- 3.2. Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:
 - 3.2.1. be libellous or maliciously false;
 - 3.2.2. be obscene or indecent;
 - 3.2.3. infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - 3.2.4. infringe any right of confidence, right of privacy or right under data protection legislation;
 - 3.2.5. constitute negligent advice or contain any negligent statement;
 - 3.2.6. constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - 3.2.7. be in contempt of any court, or in breach of any court order;
 - 3.2.8. constitute a breach of racial or religious hatred or discrimination legislation;
 - 3.2.9. constitute a breach of official secrets legislation; or
 - 3.2.10. constitute a breach of any contractual obligation owed to any person;or-
 - 3.2.11. disguise the identity of another person, impersonate a company or organization, or falsify source information in any form of content or communication; or
 - 3.2.12. subject Agytek, its affiliates or its business partners to any liability
- 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 not depict violence (including violence against humans and animals), self-harm or suicide in an explicit, graphic or gratuitous manner.
- 4.2. Content must not encourage, promote, glamourise or glorify violence (including violence against humans and animals), self-harm or suicide.
- 4.3. Content must not be pornographic or sexually explicit.

5. Factual accuracy

- 5.1. Content must not be untrue, false, inaccurate or misleading.
- 5.2. Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

6. Negligent advice

- 6.1. Content must not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you must not use the Services to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory services.
- 6.2. Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7. Etiquette

- 7.1. Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 7.2. Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 7.3. Content must not be liable to cause annoyance, inconvenience or needless anxiety.
- 7.4. You must not use the Hosted Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
- 7.5. You must not use the Hosted Services for the purpose of deliberately upsetting or offending others.
- 7.6. You must not unnecessarily flood the Hosted Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.

- 7.7. You must ensure that Content does not duplicate other content available through the Hosted Services.
- 7.8. You must ensure that Content is appropriately categorised.
- 7.9. You should use appropriate and informative titles for all Content.
- 7.10. You must at all times be courteous and polite to other users of the Hosted Services.

8. Marketing and spam

- 8.1. You must not without our written permission use the Hosted Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.
- 8.2. Content must not constitute or contain spam, and you must not use the Hosted Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 8.3. You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Hosted Services or that you find using the Hosted Services.
- 8.4. You must not use the Hosted 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.
- 8.5. You must not use the Hosted Services in any way which is liable to result in the blacklisting of any of our IP addresses.

9. Regulated businesses

- 9.1. You must not use the Hosted Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.
- 9.2. You must not use the Hosted Services for any purpose relating to the offering for sale, sale or distribution of drugs or pharmaceuticals.
- 9.3. You must not use the Hosted Services for any purpose relating to the offering for sale, sale or distribution of knives, guns or other weapons.

10. Monitoring

- 10.1. We do not actively monitor customer Content, but we reserve the right to review and remove any Content that we reasonably believe violates this Policy.

11. Data mining

- 11.1. 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 Hosted Services.
- 11.2. You must not engage in any activity or modification or attempt such as a BOT, a spider or periodic caching of information stored by Agytek, nor any activity or modification or attempt that may have negatively impact on the performance of the Hosted Services.

12. Hyperlinks

- 12.1. You must not link to any material using or by means of the Hosted Services that would, if it were made available through the Hosted Services, breach the provisions of this Policy.

13. Harmful software

- 13.1. The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Hosted Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 13.2. The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Hosted 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.

14. Security Responsibilities

- 14.1. You are responsible for implementing adequate security measures such as access control, password policies, and data encryption when using the Hosted Services.
- 14.2. You shall not connect devices to the Hosted Services that do not comply with industry standard security policies (e.g., password protection, virus protection, update and patch level).
- 14.3. You must notify us immediately of any suspected unauthorised access or use of your account or any security breach.

15. Enforcement

- 15.1. We reserve the right to investigate any suspected violation of this Policy and to suspend or terminate access to the Hosted Services if we reasonably determine that a violation has occurred.

- 15.2. We may remove or disable Content that violates this Policy without prior notice. Further, please report violations of this Policy to Agytek. When reporting by email, please include the words "Acceptable Use Policy" in the subject.
- 15.3. We reserve the right to modify this Policy at any time. When the Policy is modified, we will update it on the website and recommend that you check it periodically. By continuing to use the Hosted Services, you agree to the updated Policy.

16. **Indemnification**

- 16.1. You agree to indemnify, defend, and hold harmless Agytek, its officers, directors, employees, agents, affiliates, and subsidiaries (collectively, the "Agytek Entities") from and against any and all claims, demands, actions, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or related to:
 - 16.1.1. Your use of the Hosted Services, including any Content you upload, transmit, or process through the Hosted Services.
 - 16.1.2. Any breach of this Policy or any other agreement you have with Agytek.
 - 16.1.3. Any violation of applicable laws, rules, or regulations by you or through your use of the Hosted Services.
 - 16.1.4. Any third-party claim arising from your actions or omissions, including but not limited to claims of intellectual property infringement, defamation, or negligence.
- 16.2. You shall cooperate fully with the Agytek Entities in the defense of any such claim. Agytek reserves the right to assume the exclusive defense and control of any matter subject to indemnification under this section, and you will not settle or compromise any such claim without the prior written consent of Agytek.