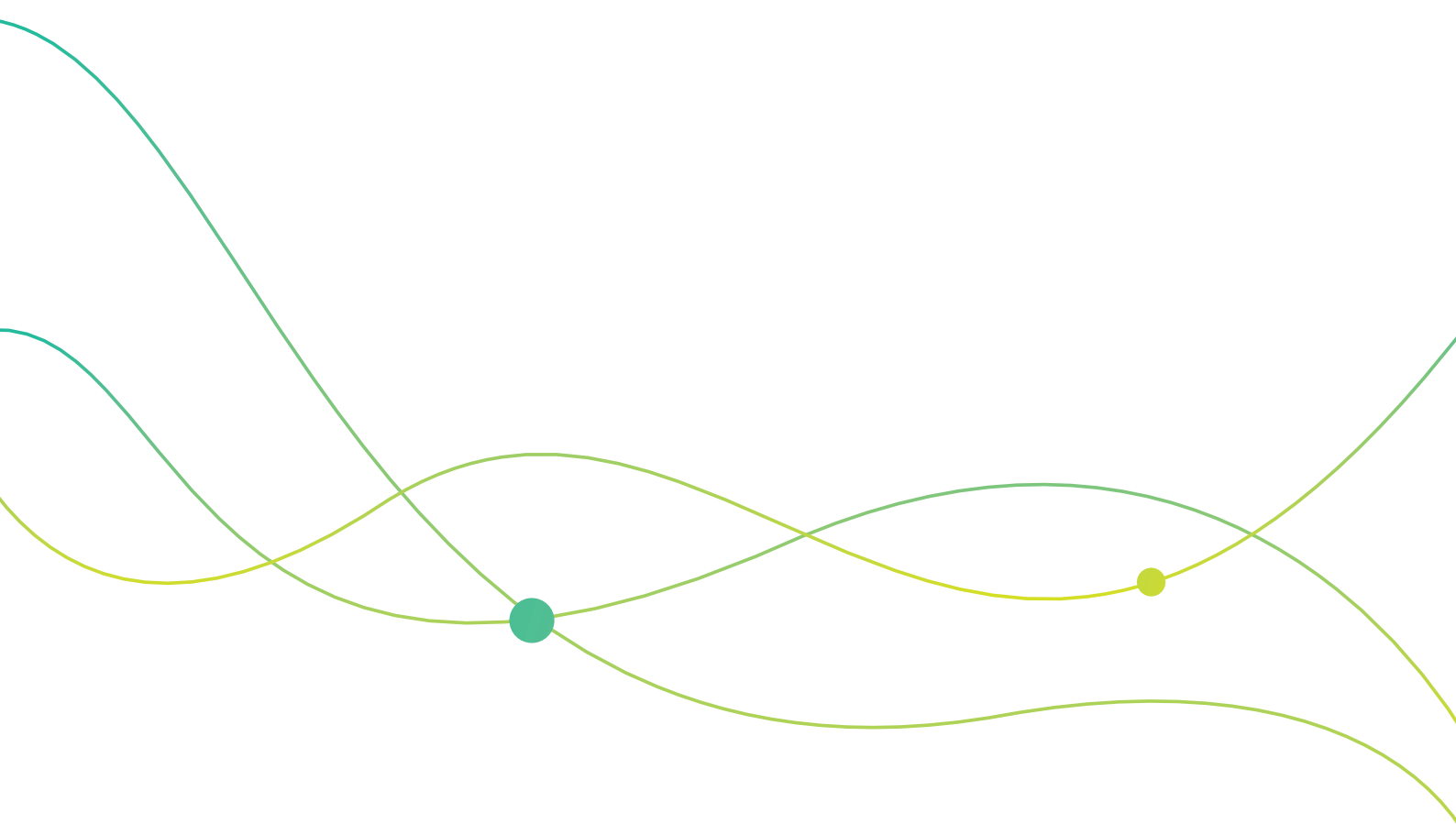




# Software as a Service Acceptable Use Policy



This current consolidated Acceptable Use Policy was published on 28<sup>th</sup> May 2020.

## 1. Introduction

1.1 This Acceptable Use Policy (as Updated from time to time) is incorporated into our Agreement pursuant to the Master SaaS Terms. It governs how the Customer, Authorised Affiliates and Authorised Users may access and use the Services.

1.2 Defined terms in this Acceptable Use Policy shall have the meaning given in the Master SaaS Terms as applied by our Agreement and the same rules of interpretation apply. In addition, in this Acceptable Use Policy the following definitions have the meanings given below:

**Master SaaS Terms** means the latest version of the document available at <https://dare.tech/terms/SaaS>, as Updated from time to time; and

**Virus** means any Virus, disabling code (including code intended to limit or prevent any use any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware).

1.3 The Customer, Authorised Affiliates and Authorised Users are only permitted to use and access the Services for the Permitted Purpose as defined in our Agreement and in accordance with its terms. Use of the Services (or any part) in any other way, including in contravention of any restriction on use set out in this Acceptable Use Policy, is not permitted. If any person does not agree with the terms of this Acceptable Use Policy, they may not use the Services.

## 2. Restrictions on use

2.1 As a condition of use of the Services, the Customer (on its own behalf and on behalf of Authorised Affiliates and Authorised Users) and each Authorised User agrees not to use the Services nor permit them to be used:

- (a) for any purpose that is unlawful under any applicable law or prohibited by this Acceptable Use Policy or our Agreement;
- (b) to commit any act of fraud;
- (c) to distribute any Virus;
- (d) for purposes of promoting unsolicited advertising or sending spam;
- (e) to simulate communications from the Supplier or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- (f) in any manner that disrupts the operations, business, equipment, websites or systems of the Supplier or any other person or entity (including any denial of service and similar attacks);
- (g) in any manner that harms or may endanger minors or any other person;
- (h) in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
- (i) to promote any unlawful activity;
- (j) to represent or suggest that the Supplier endorses any other business, product or service unless the Supplier has separately agreed to do so in writing;
- (k) to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;

- (l) in any manner which may impair any other person's use of the Services or use of any other services provided by the Supplier to any other person;
- (m) to attempt to circumvent any security controls or mechanisms;
- (n) to attempt to circumvent any password or user authentication methods of any person;
- (o) in any manner inconsistent with our Agreement or with the relevant User Manual or other instructions provided by the Supplier from time to time; or
- (p) in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in our Agreement.

### **3. Customer data and communication standards**

**3.1** Any Customer Data or communication made on or using the Services by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in the Supplier's discretion, acting reasonably. In particular, the Customer warrants and undertakes that any Customer Data and each such communication shall at all times be:

- (a) submitted lawfully and without infringement of any Intellectual Property Rights of any person;
- (b) free of any Virus (at the point of entering the Subscribed Service or Supplier's systems);
- (c) factually accurate;
- (d) provided with the necessary consent of any third party;
- (e) not defamatory or likely to give rise to an allegation of defamation;
- (f) not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
- (g) not abusive, threatening, offensive, harassing or invasive of privacy;
- (h) not racist, sexist or xenophobic;
- (i) not liable to offend religious sentiments or deeply held beliefs; and
- (j) unlikely to cause offence, embarrassment or annoyance to any person.

### **4. Linking and other intellectual property matters**

**4.1** As a condition of use of the Services, the Customer (on its own behalf and on behalf of Customer Affiliates and Authorised Users) and each Authorised User agrees not to:

- (a) create a frame or any other browser or border environment around the content of the Services (or any part);
- (b) display any of the trade marks or logos used on the Services without the Supplier's permission together with that of the owner of such trade marks or logos; or

**4.2** use the Supplier's trade marks, logos or trade names in any manner.

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