

1. INTRODUCTION

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing the use of the QWARE Ltd "**Resources**" as defined below:
 - 1.1.1 the transmission, storage and processing of content by you, or by any person on your behalf, using the "**Available Products**" listed in Schedule 1; and
 - 1.1.2 the use of the websites as listed in Schedule 1, any successor website, portal(s) associated with the Available Products as listed in Schedule 1, the services available on those websites or any successor website.
- 1.2 This Policy sets out the rules as to what is acceptable in terms your data, documents, images, or other electronic formatted information (the "**Content**") uploaded or otherwise provided by you for use with the Resources.
- 1.3 References in this Policy to "you" are to any customer for the Resources and any individual user of the Resources (and "your" should be construed accordingly);
- 1.4 By using the Resources, you agree to the rules set out in this Policy.

2. GENERAL USAGE RULES

- 2.1 You must not use the Resources in any way that causes, or may cause, damage to the Resources or impairment of the availability or accessibility of the Resources.
- 2.2 You must not use the Resources:
 - 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.
- 2.3 You must ensure that all Content complies with the provisions of this Policy.

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 against any person (in each case in any jurisdiction and under any applicable law).
- 3.2 Content and the use of Content by QWARE 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 be discriminatory racially or in any other manner
 - 3.2.4 infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
 - 3.2.5 infringe any right of confidence, right of privacy or right under data protection legislation;
 - 3.2.6 constitute negligent advice or contain any negligent statement;
 - 3.2.7 constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - 3.2.8 be in contempt of any court, or in breach of any court order;
 - 3.2.9 constitute a breach of racial or religious hatred or discrimination legislation;
 - 3.2.10 be blasphemous;

3.2.11 constitute a breach of official secrets legislation; or

3.2.12 constitute a breach of any contractual obligation owed to any person.

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 be appropriate for all persons who have access to or are likely to access the Content in question.

5. FACTUAL ACCURACY

5.1 Content must not be untrue, false, inaccurate or misleading.

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 Available Products 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 Resources 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 Resources for the purpose of deliberately upsetting or offending others.

7.6 You must not unnecessarily flood the Resources with material relating to a particular subject or subject area, whether alone or in conjunction with others.

7.7 You must at all times be courteous and polite to other users of the Resources.

8. MARKETING AND SPAM

8.1 You must not without our written permission use the Resources 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 Resources 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 Resources or that you find using the Resources.

8.4 You must not use the Resources 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 Resources in any way which is liable to result in the blacklisting of any of QWARE's IP addresses.

9. MONITORING

9.1 You acknowledge that QWARE may actively monitor the use of the Resources.

10. LINKS TO THIRD PARTY WEBSITES

10.1 The Resources may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that QWARE is not responsible for the content or availability of any such sites.

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 Resources.

12. HYPERLINKS

12.1 You must not link to any material using or by means of the Resources that would, if it were made available through the Resources, 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 Resources, 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 Resources, 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.

Schedule 1 – Available Products

Intelli-CTi Family of Products

Web site <https://www.intellicti.com/>

- Intelli-CTi for Dynamics 365
- Intelli-CTi for Infor CRM

Paribus 365 Family of Products

Web site <https://www.paribus365.com/>

- Paribus 365
- Paribus Discovery

Associated Portals

- QWARE Customer Portal
<https://customer.qwarecloud.com/>
- QWARE Partner Portal
<https://partner.qwarecloud.com/>