

## Product Specific Terms - Managed Services



These Product Specific Terms apply to the provision of the Managed Services and shall form part of and be incorporated into the General Terms.

The following additional definitions in this clause apply in these Product Specific Terms. Terms defined in the General Terms shall have the same meaning where used herein.

**Acceptable Use Policy:** the Supplier's policy concerning the use of the Managed Services as set out in Schedule 4.

**Change Control Procedure:** the procedures set out in clause 7.

**CSR:** The Customer personnel named by the Customer in writing as Customer support representatives from time to time.

**Customer Data:** any information that is provided by the Customer to the Supplier as part of the Customer's use of the Managed Services, including any information derived from such information.

**Customer Site:** any premises occupied by the Customer at which it receives the Managed Services.

**Customer's Operating Environment:** the Customer's computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Client in connection with its use of the Services and which interfaces with the Supplier's System in order for the Customer to receive the Services, but excluding the Customer-side Equipment.

**Customer's Project Manager:** the person appointed in accordance with clause 4.1(d). The Customer's Project Manager at the Managed Services Effective Date is named in the Order.

**Customer-side Equipment:** any equipment located or to be located on a Customer Site but controlled or to be controlled exclusively by the Supplier as part of the Managed Services.

**Fees:** the fees payable to the Supplier, as described in the Order.

**Hardware:** all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by the Supplier to deliver the Managed Services to the Customer.

**Maintenance:** any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Managed Services, as well as any other support or training services provided to the Customer under these Product Specific Terms, all as described in Schedule 2.

**Managed Services:** the service described in the Managed Service Specification to be performed by the Supplier in accordance with these Product Specific Terms.

**Managed Services Commencement Date:** has the meaning given in clause 1.2.

**Managed Services Initial Term:** unless stated otherwise in the Order the period of three years from the Managed Services Commencement Date.

**Managed Service Specification:** the specification for the Managed Services as described in the Statement of Work.

**Normal Business Hours:** 8.30am to 5.00pm local UK time on Business Days.

**Project Plan:** the plan to developed in the planning stage of the Set-up Service (if any).

**Service Credit:** any credits payable to the Customer in accordance with paragraph 2 of the Service Level Arrangements.

**Service Level Arrangements:** the service level arrangements set out in Schedule 3.

**Product Specific Services:** the Set-up Service, the Managed Services and the Maintenance.

**Set-up Service:** the configuration and related work referred to in clause 1 and Schedule 1, to be performed by the Supplier to set up the Managed Services.

**Software:** any software used by the Supplier to provide the Managed Services to the Customer whether owned by a third party, by the Customer (**Customer Software**) or by the Supplier.

**Statement of Work:** as defined in clause 5.1.

**Supplier's System:** the information and communications technology system to be used by the Supplier in performing the Services, including the Hardware, the Software, the Customer-side Equipment and communications links between the Hardware and the Customer-side Equipment and the Customer's Operating Environment.

**Virus:** without limitation, any malicious code, Trojans, worms and viruses, lock, authorisation key or similar device that impairs or could impair the operation of the Software and or the Managed Services.

### 1. SET-UP SERVICES

1.1 The Supplier shall perform the Set-up Services in accordance with the timetable agreed between the parties. The Supplier shall use reasonable endeavours to meet such agreed performance dates, but any such dates shall be estimates only, and time shall not be of the essence in these Product Specific Terms.

1.2 When the Supplier considers that the Managed Services are ready for activation it shall so notify the Customer ("**Managed Services Commencement Date**").

## Product Specific Terms - Managed Services



### 2. SERVICE PROVISION

- 2.1 The Supplier will provide the Managed Services as from the Managed Services Commencement Date until expiry or termination of these Product Specific Terms for any reason.
- 2.2 The Service Level Arrangements shall apply with effect from the start of the first complete month occurring at least 30 days after the Managed Services Commencement Date.
- 2.3 The Customer shall use the Product Specific Services in accordance with the Acceptable Use Policy and in particular (but without limitation) the Customer shall use all reasonable endeavors to ensure that it does not:
  - (a) send any message, email or other communication which, under the laws of England and Wales or, where appropriate, under international laws, conventions, codes or regulations applicable to the Internet:
    - (i) is in breach of those laws, codes or regulations including but not limited to infringement of copyright and other Intellectual Property Rights, defamation, theft, fraud, drug-trafficking, money-laundering and terrorism;
    - (ii) may incite violence, sadism, cruelty or racial hatred;
    - (iii) may facilitate prostitution or pedophilia;
    - (iv) is pornographic, obscene, indecent, abusive, offensive or menacing.
  - (b) knowingly create and/or introduce any Virus or advise any other party how to do so;
  - (c) invade the privacy of other users of the Product Specific Services or the internet, for example by sending unsolicited emails nor collect or transfer Personal Data without consent.
- 2.4 The Customer shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).
- 2.5 The Customer must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure. This includes informing the Supplier promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such incident, the Supplier will work with the Customer to alleviate the situation as quickly as possible. The parties shall discuss and agree appropriate action (including suspending the Managed Services).
- 2.6 The Customer shall not provide the Managed Services to third parties.
- 2.7 Nothing shall prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided under these Product Specific Terms.
- 2.8 The Managed Services are supplied subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of the Managed Services shall include (without limitation):
  - (a) obtaining, or attempting to obtain, the Managed Services by rearranging, tampering with, or making connection with any facilities of the Supplier, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid payment, in whole or in part, of the regular charges for the Managed Services;
  - (b) attempting to, or actually obtaining, accessing, altering, or destroying the data files, programs, procedures and/or information of the Supplier or of another customer of Supplier; or
  - (c) using the Product Specific Services in such a manner as to interfere unreasonably with the use of the Managed Services by any other user or authorised person.
- 2.9 The Supplier reserves the right to:
  - (a) modify the Supplier's System, its network, system configurations or routing configuration; or
  - (b) modify or replace any Hardware or Software in its network or in equipment used to deliver any Service over its network,provided that this has no adverse effect on the Supplier's obligations under these Product Specific Terms and its provision of the Managed Services or the Service Level Arrangements. If such changes will have an adverse effect, the Supplier shall notify the Customer and the parties shall follow the Change Control Procedure.

### 3. SECURITY

- 3.1 The Supplier shall ensure that appropriate safety and security systems and procedures are maintained and enforced to prevent unauthorised access or damage to any and all Product Specific Services and related networks or resources and the Customer Data.
- 3.2 The Supplier shall ensure that the Supplier's System is designed, maintained and upgraded at all times so as to minimise the risk of attack by Viruses.
- 3.3 The Customer shall promptly inform the Supplier if it suspects or uncovers any breach of security, and shall use all commercially reasonable endeavours to promptly remedy such breach.
- 3.4 The Customer shall use an up-to-date virus-scanning program on all the Customer's Data.

## Product Specific Terms - Managed Services



- 3.5 The Customer shall maintain confidentiality of its login names, passwords and other confidential information relating to the Customer's access to the Managed Services.
- 3.6 The Customer acknowledges that the Supplier does not operate or exercise control over, and accepts no responsibility for the content of the Customer Data received on the Supplier's System.
- 3.7 The Customer acknowledges that the internet is not secure and accordingly the Supplier cannot guarantee the privacy of the Customer Data.
- 4. CUSTOMER'S OBLIGATIONS**
- 4.1 The Customer shall:
  - (a) provide the Supplier with:
    - (i) all necessary co-operation in relation to these Product Specific Terms; and
    - (ii) all necessary access to such information as may be required by the Supplier, in order to render the Managed Services, including Customer Data, security access information and software interfaces, to the Customer's other business applications;
  - (b) obtain and maintain the Customer's Operating Environment;
  - (c) provide such personnel assistance as may be reasonably requested by the Supplier from time to time;
  - (d) appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on all matters relating to these Product Specific Terms. The Customer shall use reasonable endeavours to ensure continuity of the Customer's Project Manager;
  - (e) appoint the CSRs and notify the Supplier in writing of any change to the CSRs;
  - (f) comply with all applicable laws and regulations with respect to its activities under these Product Specific Terms; and
  - (g) carry out all other Customer responsibilities set out in these Product Specific Terms or in any of the schedules in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any timetable or delivery schedule set out in these Product Specific Terms as reasonably necessary.
- 4.2 The Customer warrants that:
  - (a) it has the full capacity and authority to enter into and perform these Product Specific Terms and that these Product Specific Terms is executed by a duly authorised representative of the Customer;
  - (b) it has the authority to grant any rights to be granted to the Supplier under these Product Specific Terms, including the right to provide the Software and Hardware to the Supplier as indicated in these Product Specific Terms and for the same to be used in the provision of the Managed Services and otherwise in connection with these Product Specific Terms;
  - (c) it will comply with and use the Managed Services in accordance with the terms of these Product Specific Terms and all applicable laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws or in breach of the Acceptable Use Policy;
  - (d) it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to licence to the Supplier, any materials reasonably necessary for the fulfilment of all its obligations under these Product Specific Terms, including any third-party licences and consents in respect of any Customer Software; and
  - (e) the Supplier's use in the provision of the Managed Services or otherwise in connection with these Product Specific Terms of any third-party materials, including any Hardware or Software supplied by the Customer to the Supplier for use in the provision of the Managed Services or otherwise in connection with these Product Specific Terms, shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party.
- 5. PROFESSIONAL SERVICES**
- 5.1 The Supplier shall provide professional services as agreed between the Supplier and the Customer ("**Statement of Work**") in addition to the Product Specific Services.
- 5.2 The Statement of Work shall set out the:
  - (a) scope of the professional services to be provided by the Supplier;
  - (b) deliverables by the Supplier to the Customer;
  - (c) period during which the professional services are to be delivered or the date by which deliverables will be delivered to the Customer;
  - (d) specification of the professional services to be delivered;
  - (e) conditions upon which professional services will be delivered to the Customer by the Supplier;
  - (f) acceptance tests to be carried out (if applicable) in respect of the professional services;
  - (g) charges to be paid by the Customer to the Supplier for the supply of services pursuant to the Statement of Work.
- 5.3 No Statement of Work shall be binding until signed by both the Supplier and the Customer.

## Product Specific Terms - Managed Services



- 5.4 The Supplier shall perform the professional services in a professional manner and with due care and skill.
- 5.5 Each party acknowledges that the scope and specification of the professional services may be subject to change subsequent to the commencement of the Statement of Work. Variation to the Statement of Work shall be agreed between in accordance with the Change Control Procedure.
- 5.6 The Customer may cancel the Statement of Work by giving notice to The Supplier in writing. The following charges are payable in upon cancellation:
- 30 days' notice or more before commencement of the Statement of Work - no charge;
  - 14 – 29 days' notice before commencement of the Statement of Work - 50% of charges payable pursuant to the Statement of Work;
  - Less than 14 days' notice before commencement of the Statement of Work – 90% of charges payable pursuant to the Statement of Work.
- 6. CHARGES AND PAYMENT**
- 6.1 The Customer shall pay Fees set out in the Order for the Set-up Services and the monthly Fees set out in the Order for the Managed Services.
- 6.2 The Supplier shall invoice the Customer monthly on or about the last day of each month for all Product Specific Services performed by the Supplier during that month.
- 7. CHANGE CONTROL**
- 7.1 If either party wishes to change the scope of the Managed Services (including Customer requests for additional services), it shall submit details of the requested change to the other in writing.
- 7.2 If either party requests a change to the scope or execution of the Product Specific Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
- the likely time required to implement the change;
  - any variations to the Fees arising from the change;
  - the likely effect of the change on the Project Plan; and
  - any other impact of the change on the terms of these Product Specific Terms.
- 7.3 If the Supplier requests a change to the scope of the Product Specific Services, the Customer shall not unreasonably withhold or delay consent to it.
- 7.4 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges, the Project Plan and any other relevant terms of these Product Specific Terms to take account of the change.
- 8. PROPRIETARY RIGHTS**
- 8.1 The Customer shall own and retain all rights, title and interest in and to the Customer Data. The Supplier shall have no rights to access, use or modify the Customer Data unless it has the prior written consent of the Customer.
- 9. DOMAIN NAMES**
- 9.1 If the Customer instructs the Supplier to obtain a domain name for the Customer, the Supplier shall act as an agent for the Customer in dealing with the relevant domain name registration authority. The contract for the domain name shall be between the Customer and the relevant domain name registration authority and the Customer agrees that they shall be solely responsible for renewals, legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority (and relevant costs and expenses thereof).
- 9.2 The Supplier gives no warranty that the domain name requested will not infringe the rights of any third party and all such enquiries shall be the responsibility of the Customer, and the domain name shall form the Customer's intellectual property for the purposes of these Product Specific Terms.
- 9.3 If the Supplier licences to the Customer an IP address as part of the Services, such IP address shall (to the extent permitted by law) revert to the Supplier after termination of these Product Specific Terms for any reason whatsoever, whereupon the Customer shall cease using the address. At any time after such termination, the Supplier may re-assign the address to another user.
- 10. LIMITATION OF LIABILITY**
- 10.1 Except as expressly and specifically provided in these Product Specific Terms:
- the Customer assumes sole responsibility for results obtained from the use of the Managed Services, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Managed Services, or any actions taken by the Supplier at the Customer's direction; and
  - all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Product Specific Terms.

## Product Specific Terms - Managed Services



- 10.2 The Service Level Arrangements and the Service Credits state the Customer's full and exclusive right and remedy, and the Supplier's only obligation and liability, in respect of the performance and availability of the Managed Services, or their non-performance and non-availability.
- 10.3 The Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance pursuant to these Product Specific Terms shall be limited to the price paid for the Managed Services during the 12 months preceding the date on which the claim arose.
- 11. TERM AND TERMINATION**
- 11.1 Unless terminated earlier in accordance with the General Terms, these Product Specific Terms shall continue in force for the Managed Services Initial Term and shall automatically continue until terminated by one party giving to the other 30 days' written notice to terminate these Product Specific Terms at any time after the end of the Managed Services Initial Term.
- 11.2 On termination of these Product Specific Terms for any reason:
- (a) the Supplier shall immediately cease provision of the Managed Services;
  - (b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party; and
  - (c) if the Supplier receives, no later than ten days after the effective date of the termination or expiry of these Product Specific Terms, a written request for the delivery to the Customer of the most recent backup of the Customer Data, the Supplier shall use reasonable commercial endeavours to deliver the backup to the Customer within 30 days of its receipt of such a written request in the format stored or in a format as otherwise reasonably requested by the Customer at that time, provided that the Customer has, at that time, paid all fees and charges outstanding at, and resulting from, termination (whether or not due at the date of termination). Once such ten-day period has expired or the Supplier has, at the Customer's request, delivered to the Customer the most recent backup of the Customer Data (as applicable), the Supplier shall promptly expunge from the Supplier's System and otherwise destroy or dispose of all of the Customer Data in its possession or control. The Customer shall pay all reasonable costs and expenses incurred by the Supplier in returning and disposing of Customer Data and expunging it from the Supplier's System.
- 11.3 If a party is required by any law, regulation, or government or regulatory body (**Regulatory Requirement**) to retain any documents or materials which it would otherwise be obliged to return or destroy under clause 11.2(c), it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain. Clause 13 (*Confidentiality*) of the General Terms shall continue to apply to any such retained documents and materials for as long as any such requirement continues in force, subject to any disclosure mandated by any Regulatory Requirement.

# Product Specific Terms - Managed Services



## Schedule 1 Set-up Services

**1. PLANNING AND DUE DILIGENCE**

If there is to be a Project Plan, the Supplier shall prepare the Project Plan in co-operation with the Customer.

**2. IMPLEMENTATION**

The Supplier and the Customer shall co-operate in implementing the Managed Services and in accordance with the implementation provisions of the Project Plan (if any).

**3. ROLL-OUT**

The Supplier and the Customer shall co-operate in rolling out the Managed Services and in accordance with the roll-out provisions of the Project Plan (if any).

**4. CUSTOMER SOFTWARE**

The Customer will, as from the Managed Services Commencement Date, grant the Supplier a royalty-free licence to use such Customer Software for the purpose of providing the Managed Services for the duration of these Specific Terms.

**5. INTELLECTUAL PROPERTY RIGHTS**

If the Supplier or the Project Plan (if any) identifies any Intellectual Property Rights (aside from the Third-Party Software and the Customer Software) that is needed by the Supplier to provide the Managed Services then the Customer will, as from the Commencement Date, but in accordance with the Project Plan:

- (a) arrange for the novation of its licences to such Intellectual Property Rights from itself to the Supplier, such novations to be effective as of the Managed Services Commencement Date;
- (b) terminate its own licences to such Intellectual Property Rights and assist the Supplier in obtaining, as from the Commencement Date, licences directly from the licensor on similar terms; or
- (c) grant the Supplier a royalty-free licence to use such Intellectual Property Rights for the purpose of providing the Managed Services for the duration of these Specific Terms.

# Product Specific Terms - Managed Services



## Schedule 2 Maintenance and support

### 1. MAINTENANCE EVENTS

- 1.1 Maintenance work that may require interruption of the Managed Services (**Maintenance Events**) shall not normally be performed during Normal Business Hours.
- 1.2 The Supplier may interrupt the Managed Services for maintenance provided that it has given the Customer at least 48 hours advance written notice, unless in the reasonable opinion of the Supplier the maintenance work needs to be performed sooner, in which case it shall provide as much notice as is practicable.
- 1.3 The Supplier shall at all times endeavour to keep any service interruptions to a minimum.

### 2. TECHNICAL SUPPORT SERVICES

- 2.1 Should the Customer determine that the Managed Services includes a defect, the CSRs may file error reports or support requests. The Supplier shall provide technical support services only to specified CSRs.
- 2.2 The Supplier shall accept e-mail and web form-based incident submittal from CSRs 24 hours a day, seven days a week. The Supplier shall accept telephone calls for English language telephone support during Normal Business Hours and outside Normal Business Hours for Priority 1 incidents. The Supplier shall use reasonable endeavours to process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to the Customer. The Supplier shall use reasonable endeavours to respond to all support requests from CSRs within the time periods specified below, according to priority.
- 2.3 The Supplier shall determine the priority of any fault in accordance with the following table.

Priority	Description	Response time	Target resolution time
Priority 1	The entire Managed Services are completely inaccessible. Priority 1 incidents shall be reported by telephone only.	Within two Normal Business Hours.	Four Normal Business Hours. Continuous effort after initial response and with Customer co-operation.
Priority 2	Operation of the Managed Services is severely degraded, or major components of the Managed Services are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	Within four Normal Business Hours.	Within two Business Days after initial response.
Priority 3	Certain non-essential features of the Service are impaired while most major components of the Service remain functional.	Within 12 Normal Business Hours.	Within seven Business Days after initial response.
Priority 4	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Services.	Within 2 Business Hours.	When reasonably possible.

- 2.4 If no progress has been made on a Priority 1 or Priority 2 incident within the target resolution time, the incident shall be escalated to the Supplier's team manager. [If the incident is not resolved, then after each successive increment of the target resolution time the incident shall be escalated to the Supplier's department Head, followed by the Supplier's department director, followed by the CEO.
- 2.5 The Customer shall provide front-line support to other Managed Services users who are not the designated CSRs. However, the Customer's designated CSRs may contact Supplier technical support in order to report problems that the Customer's designated CSRs cannot resolve themselves after they have performed a reasonable level of diagnosis.

# Product Specific Terms - Managed Services



## Schedule 3 Service Level Arrangements

### 1. SERVICE AVAILABILITY

- 1.1 The Supplier shall use commercially reasonable efforts to provide at least a 99% uptime service availability level (**Uptime Service Level**).
- 1.2 The Managed Services will be considered as unavailable only:
  - (a) during periods of Priority 1 or Priority 2 faults in accordance with paragraph 2.3 of Schedule 2; and
  - (b) during periods of Maintenance other than in accordance with paragraph 1 of Schedule 2.
- 1.3 For the avoidance of doubt, the Managed Services will not be considered as "unavailable" during:
  - (a) Maintenance Events as described in Schedule 2;
  - (b) Customer-caused outages or disruptions;
  - (c) outages or disruptions attributable in whole or in part to Force Majeure Events;
  - (d) a suspension of the Managed Services in accordance with these Product Specific Terms;
  - (e) a fault on the Customer's Operating Environment;
  - (f) a fault that is a result of the Customer not complying with the Supplier's security policies
  - (g) the Supplier waiting for information from the Customer which is necessary in order to perform the Managed Services in accordance with these Product Specific Terms;
  - (h) faults or omissions of the internet;
  - (i) faults or omissions in equipment, wiring, cabling, software or other services which are not maintained by the Supplier or its subcontractors;
  - (j) faults proven to be caused by a Virus introduced negligently or otherwise by the Customer onto the Customer Operating Environment;
  - (k) any material breach of these Product Specific Terms by Customer which impacts on the availability of the Managed Services.

### 2. SERVICE CREDITS

- 2.1 If availability falls below the Uptime Service Level in a given month starting on the first of each month (**Service Delivery Failure**), the Customer shall, subject to paragraph 2.2, be entitled to a credit on its account by an amount calculated as the product of the total cumulative uptime (expressed as a proportion of the total possible uptime minutes in the month concerned) and the total monthly Fees owed for that month.

Total cumulative uptime	Percentage of total monthly Fees for that month
Between 95.0% and 98.9%	15%
Less than 95.0%	25%

- 2.2 The Customer shall calculate the Service Credit on a three monthly basis (such first period to commence on the Managed Services Commencement Date) and on submitting a written claim for such credit within 30 days of the termination of each such three-month period, the Supplier shall apply any Service Credit to the Customer's account. The Supplier shall not in any circumstances be obliged to pay any money or make any refund to the Customer.
- 2.3 The Customer acknowledges and agrees that the terms of this Schedule 3 relating to Service Credits do not operate by way of penalty and constitute a genuine attempt to pre-estimate loss.



## Schedule 4 Acceptable Use Policy

This Acceptable Use Policy describes the proper and prohibited use of the Services provided by The Supplier to the user of the Services the Customer as subscribed to through the Agreement. This Acceptable Use Policy is designed as a guideline and is not exhaustive in the description of use. The latest version of this Acceptable Use Policy can be found at [www.vivio.co.uk/terms](http://www.vivio.co.uk/terms).

The Supplier does not monitor or censor the information within its services other than the application of network monitoring and filtering.

The Supplier reserves the right to remove any content for any reason, including but not limited to, your violation of any conditions of this Acceptable Use Policy. The Supplier's right to remove inappropriate content under this Acceptable Use Policy shall not extend to editorial rights over the content. If the Supplier determines at its sole discretion that use of the Services have violated the terms of this Acceptable Use Policy, then without notice, the Supplier may terminate the Service Supply Agreement between the Supplier and the Customer.

The Services are not to be used to:

1. Create or maintain software download or distribution sites or sites created for the purpose of mass distribution of software products.
2. Create or maintain sites that generate system errors or exceptions that disrupt server performance or cause server-wide outages. This includes overriding or avoiding system settings and restrictions imposed the Supplier.
3. Violate any applicable laws, regulations, or other provisions having the force of law.
4. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
5. Employ misleading e-mail addresses or falsify information in any part of any communication.
6. Upload, transmit, disseminate, post, store or post links to any content that:
  - 6.1. Is prohibited from transmitting or posting by law, or by contractual or fiduciary relationship;
  - 6.2. Facilitates hacking or unauthorized access or use of data, systems, servers or networks including any attempt to probe, scan or test for vulnerabilities, or to breach security or authentication measures;
  - 6.3. Falsifies origin by forging TCP/IP packet headers, e-mail headers, or any part of a message header;
  - 6.4. Interferes with service to any user, system or network by using flooding techniques, overloading a system or a network, staging or broadcasting an attack, or any other means resulting in a crash of a host either deliberately or by negligence;
  - 6.5. Infringes or contributes to any infringement of any intellectual property, material protected by copyright, trademark, patent, trade secret or proprietary right of any party;
  - 6.6. Is or may be considered unsolicited or unauthorised advertising, promotional material, junk mail, spam, spamvertisements, make money fast schemes, chain letters, pyramid schemes, or any other form of solicitation;
  - 6.7. Contains viruses, worms, trojan horses, time bombs, trap doors, or any other computer code, files, or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - 6.8. Is unlawful, harmful, threatening, abusive, harassing, unlawful, libelous, defamatory, vulgar, obscene, or invasive of privacy;
  - 6.9. Is of adult nature, pornographic, or harmful to minors;
  - 6.10. Promotes illegal activity, including providing instructions for illegal activity, or transmitting, disseminating or offering fraudulent goods, services, schemes or promotions, or furnishing false data on any signup form, contract or online application or registration, or the fraudulent use of any information obtained through the use of the Services including use of credit card numbers.
  - 6.11. Exploits the images of children or discloses personally identifiable information belonging to children.