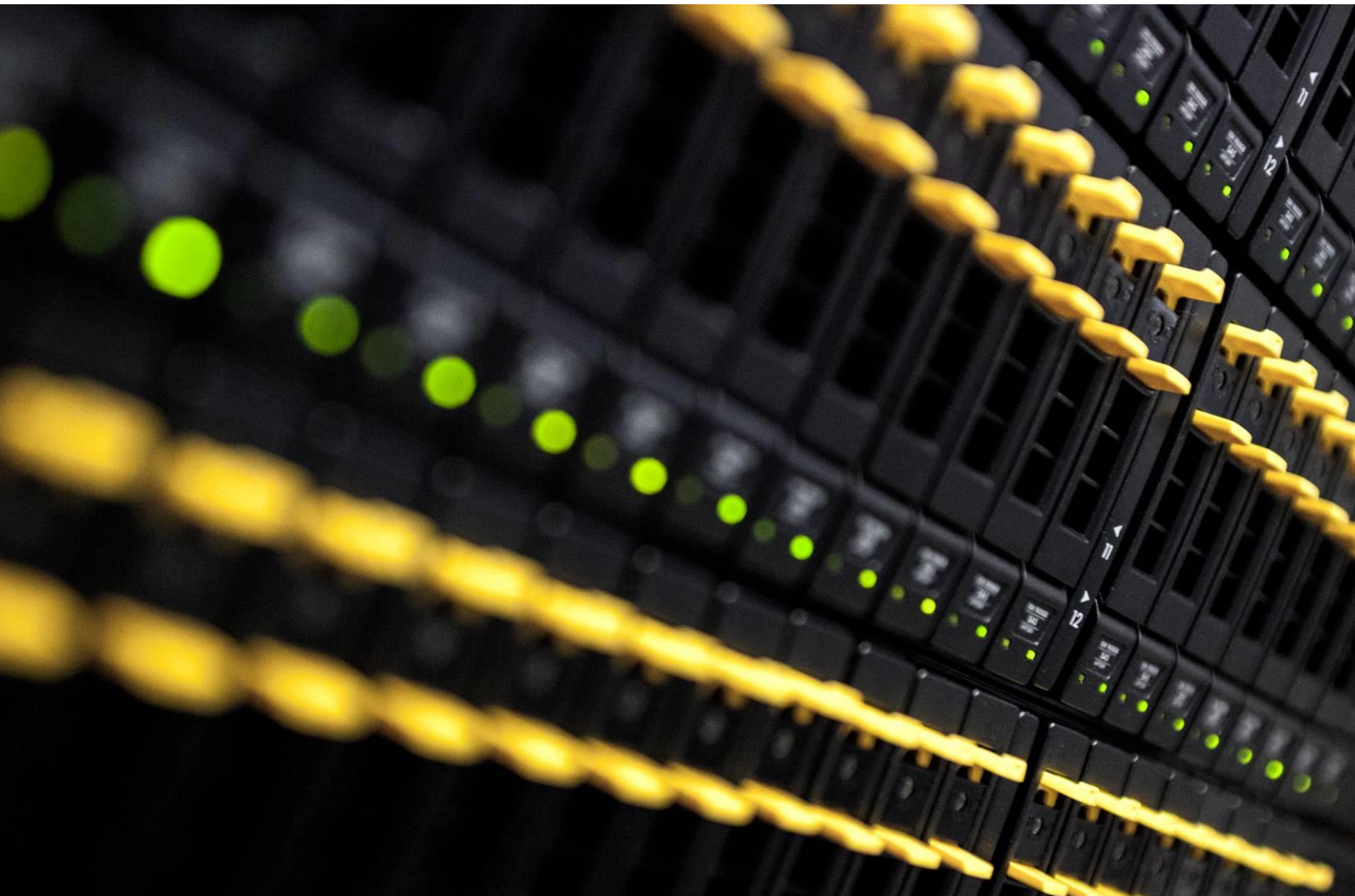




VBRIDGE

Acceptable use policy

Describes how you must use and what you cannot do with the vBridge cloud computing and managed services we provide



1 Document control

Title:	Acceptable use policy
Version:	12.0
Owner:	Operations & Information Security Manager
Approver:	CEO
Approved on:	6/07/2020
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2 Acceptable use of services

- 2.1 This Acceptable Use Policy (“AUP”) describes how you must use and what you cannot do with the vBridge cloud computing and managed services we provide to you (“Services”). The Services are based on or leverage a delivery platform which comprises computing hardware and software, including automation and orchestration tools.
- 2.2 You are solely responsible for (i) the content, materials and data that you create outside the delivery platform and upload to and process on the delivery platform; (ii) the content, materials and data that you create through your use of the Services; and (iii) applications and other software that you install on the platform (together “Customer Information”).
- 2.3 This AUP applies to all uses of the delivery platform and Services including use resulting from or involving Customer Information.
- 2.4 You will comply with all applicable laws and regulations when using the Services and will not allow any illegal or improper use of the Services.

3 Changes to AUP

- 3.1 We may change this AUP from time to time by posting the updated version of this AUP to our website and by providing written notice to you. If you do not agree with the change you must stop using the Services. If you continue to use the Services following a change to this AUP this indicates acceptance of the change.

4 AUP applies to all Users

- 4.1 This AUP applies to the use of the Services by all your users, your customers, third party service providers and other end-users (“Users”). You are responsible for the acts and omissions of all Users.

5 Usage Limits

- 5.1 We reserve the right to impose limits on the bandwidth or the data storage capacity available to you in the form of storage tier definitions. If we do so, you agree that you will comply with these limits. If you exceed these limits or use a disproportionate share of the available bandwidth we may, acting reasonably, limit or “throttle” your bandwidth or capacity usage or impose traffic management procedures.
- 5.2 You may not circumvent any limits that we place on your use of the Services.

6 Email and Spam

- 6.1 You may not use the Services to distribute email, instant messages, text messages or other communications in an unacceptable or illegal manner. For example, you may not:
 - (a) create or send hoax emails or chain emails;
 - (b) send unsolicited commercial email or bulk email (“spam” or “spamming”);
 - (c) harvest email addresses;
 - (d) use open proxies or relays to allow spamming; or
 - (e) impersonate someone else (“spoofing”) or falsify message header information.
- 6.2 All commercial email promoting goods or services you send using the Services must comply with all applicable laws, rules, regulations, industry codes and similar guidelines.

7 Security

- 7.1 You may not use the Services or allow the Services to be used to:
- (a) gain unauthorized access to computer systems or engage in security attacks of any kind including: (i) against trust (such as email spoofing, password cracking, IP spoofing and DNS poisoning); (ii) against confidentiality and integrity (by using malware such as computer viruses, worms, trojan horses, rootkits, keyloggers, spyware or other malicious programs and code); or (iii) against availability (such as denial of service and email bombs);
 - (b) corrupt, modify or intercept electronic communications intended for any other person or entity; or
 - (c) interfere with or disrupt the operation of the delivery platform or the Services.
- 7.2 You may not avoid any limitations we place on your use of the Services.

8 Abuse and Illegal Behaviour

- 8.1 You may not use the Services to:
- (a) conduct or engage in any illegal business or activity;
 - (b) infringe any third party intellectual property right (for example copyright, patents, trademark, trade secret or know-how);
 - (c) collect, copy or process information in a way that breaches data protection laws or leads to a wrongful breach of privacy; or
 - (d) create, distribute, process or view any: (i) defamatory; (ii) obscene, indecent or pornographic; (iii) racist, sexist or otherwise discriminatory; (iv) misleading, deceptive or fraudulent; or (v) otherwise objectionable, offensive or illegal material.

9 Law Enforcement

- 9.1 We reserve the right at any time and without notice to investigate any suspected breach of this AUP or misuse of our Services.
- 9.2 We may block access to Customer Information or remove it from the Services if we have reasonable grounds to suspect that it breaches this AUP.
- 9.3 We may be required to cooperate with courts and judicial bodies, police and law enforcement authorities, regulators and other appropriate third parties to help with the investigation and prosecution of illegal conduct. This cooperation may include disclosing information and data about the hosting platform and the Services to them and providing them with information about your use of the Services and Customer Information when we are legally required to do so.

10 Suspension or Termination

- 10.1 If you breach this AUP or misuse the Services or allow others to do so, we may suspend or terminate your use of the Services in accordance with our agreement for provision of services.
- 10.2 If we decide that the breach can be remedied without suspending your access to the Services, we will request you to remedy the breach within the time period that we specify. If the breach is not remedied within that time period, we reserve the right to suspend your access to the Service.
- 10.3 If we suspend your access to the Service, we may terminate your access to the Service if you do not correct the reason for suspension within seven days of the suspension.

11 Reporting Breaches

11.1 You will immediately notify us if you become aware of any breach of this AUP and assist us to investigate or remedy the breach.

12 Additional Terms

12.1 You agree to indemnify and hold vBridge harmless against any demand, claim, action or proceeding made or brought by or against vBridge by a third party, however arising and whether present, unascertained, future or contingent, that:

- (a) your use of Customer Information infringes any copyright, patent, trade secret, trademark or other intellectual property rights of a third party; or
- (b) your use of Customer Information violates section 1.4 of this AUP.