PrivacyEngine Terms and Conditions of Service.

Parties

(1)   Sytorus Limited with registered address at Suite 243, The Capel Building, Marys Abbey, Dublin 7, (registration number 529183) (the "**Provider**"); and

(2)   Registered end user (the "**Customer**"), refers to your company or organisation.

Agreement

1.   **DEFINITIONS**

1.1   Except to the extent expressly provided otherwise, in this Agreement:

"**Account**" means an account enabling a person to access and use the Hosted Services;

"**Agreement**" means this agreement, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in Ireland;

"**Business Hours**" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"**Customer Confidential Information**" means:

any information disclosed by or on behalf of the Customer to the Provider during the Term / at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

(a)   was marked as "confidential"; or

(b)   should have been reasonably understood by the Provider to be confidential; and

(c)   the Customer Data.

"**Customer Data**" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer;

"**Data Processing Agreement**" or "**DPA**" means the data processing agreement of even date between the Provider and the Customer which is hereby incorporated by reference into this Agreement in its entirety with the same force and effect as though fully set forth herein;

"**Documentation**" means the documentation in relation to the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**GDPR**" means the General Data Protection Regulation ((EU) 2016/679);

"**Hosted Services**" means the PrivacyEngine web portal, as specified on PrivacyEngine.io or other PrivacyEngine URLs, which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Maintenance Services**" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"**Permitted Purpose**" means the use of PrivacyEngine as a support tool for data protection related queries, knowledge base, and online training;

"**Platform**" means the platform managed by the Provider and used by the Provider to provide the Hosted Services;

"**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"**Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"**Supported Web Browser**" means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"**Term**" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"**Update**" means a hotfix, patch or minor version update to any Platform software; and

"**Upgrade**" means a major version upgrade of any Platform software.

2.   **TERM**

2.1   This Agreement shall come into force upon first using the Platform.

2.2   This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 17.

3.   **HOSTED SERVICES**

3.1   The Provider shall ensure that the Platform will automatically generate an Account for the Customer and provide to the Customer login details for that Account.

3.2   The Provider hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services for the internal business purposes of the Customer during the Term.

3.3   The Hosted Services may only be used by authorised staff of the customer, the Customer may change, add or remove a designated user in accordance with the procedure agreed with the Service Provider;

3.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 3.2 is subject to the following prohibitions:

3.4.1 the Customer must not sub-license its right to access and use the Hosted Services;

3.4.2 the Customer must not permit any unauthorised person to access or use the Hosted Services;

3.4.3 the Customer must not use the Hosted Services to provide services to third parties;

3.4.4 the Customer must not republish or redistribute any content or material from the Hosted Services other than to individuals within its own organisation; and

3.4.5 the Customer must not make any alteration to the Platform, except as permitted by the Documentation.

3.5 The Customer shall use reasonable endeavours, including regular monitoring of usage and reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an Account.

3.6 The Provider shall use reasonable endeavours to maintain the availability of the Hosted Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Hosted Services, but does not guarantee 100% availability.

3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

3.7.1 a Force Majeure Event;

3.7.2 a fault or failure of the internet or any public telecommunications network;

3.7.3 a fault or failure of the Customer's computer systems or networks;

3.7.4 any breach by the Customer of this Agreement; or

3.7.5 scheduled maintenance carried out in accordance with this Agreement.

3.8 The Customer must comply with Schedule 1 (Acceptable Use Policy), and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an Account comply with Schedule 1 (Acceptable Use Policy).

3.9 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

3.10 The Customer must not use the Hosted Services:

3.10.1 in any way that is unlawful, illegal, fraudulent or harmful; or

3.10.2 in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

3.12 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4. MAINTENANCE SERVICES

4.1 The Provider shall provide the Maintenance Services to the Customer during the Term.

4.2 The Provider shall where practicable give to the Customer at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement.

5. SUPPORT SERVICES

5.1 The Provider shall provide Support Services to the Customer during the Term as required.

5.2 The Provider shall make available to the Customer contact details in accordance with the provisions of this main body of this Agreement.

6. CUSTOMER DATA

6.1 The Customer hereby grants to the Provider a non-exclusive licence to process the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under the Agreement.

6.2 The Customer warrants to the Provider that the Customer Data / the use of the Customer Data by the Provider in accordance with this Agreement will not:

6.2.1 breach the provisions of any law, statute or regulation;

6.2.2 infringe the Intellectual Property Rights or other legal rights of any person; or

6.2.3 give rise to any cause of action against the Provider,

in each case in any jurisdiction and under any applicable law.

6.3 The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

7. NO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

7.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

8. CHARGES

8.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement and the Letter of Engagement.

8.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

9.   **PAYMENTS**

9.1   The Provider may issue invoices for the Charges to the Customer in advance of the period to which they relate from time to time during the Term.

9.2   The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 10.

9.3   The Customer must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Provider to the Customer from time to time).

9.4   If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may suspend access to the Services until such time as overdue amounts have been resolved.

10.   **PROVIDER'S CONFIDENTIALITY OBLIGATIONS**

10.1   The Provider must:

10.1.1 keep the Customer Confidential Information strictly confidential;

10.1.2 not disclose the Customer Confidential Information to any person without the Customer's prior written consent,

10.1.3 use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;

10.1.4 act in good faith at all times in relation to the Customer Confidential Information; and

10.1.5 not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose.

10.2   Notwithstanding Clause 10.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

10.3   This Clause 10 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

10.3.1 is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality; or

10.3.2 is or becomes publicly known through no act or default of the Provider.

10.4   The restrictions in this Clause 10 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

11.   **DATA PROTECTION**

        The processing of personal data (as defined by the GDPR) as outlined in clauses 3, 4, and 5 above is conducted under the terms of the DPA which accompanies this Agreement. In the event that there is any conflict between this Agreement and the DPA, the DPA shall take precedence in respect of such conflict.

12. WARRANTIES

12.1 The Provider warrants to the Customer that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

12.2 The Provider undertakes that the Hosted Services will be performed substantially in accordance with the Hosted Services Specification and with reasonable skill and care.

12.3 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement and that it will not breach any laws, statutes or regulations applicable to it under this Agreement.

12.4 The Customer warrants to the Provider that it shall provide the Provider with all necessary co-operation in relation to this Agreement and all necessary access to such information and systems as may be required by the Provider in order to provide the Hosted Services, including but not limited to security access information, configuration services, and the data processing environment necessary to enable the Provider to install, operate and maintain the Platform.

12.5 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into the Agreement or any related contract.

13. ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS

13.1 The undertaking at clause 12.2 shall not apply to the extent of any non-conformance which is caused by use of the Platform and/or the Hosted Services contrary to the Provider's instructions, or modification or alteration of the Hosted Services by any party other than the Provider or the Provider's duly authorised contractors or agents. If the Hosted Services do not conform with the foregoing undertaking, Provider will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Clause 12.2.

13.2 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

13.3 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

13.4 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

13.5 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

13.6   The Provider does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements.

14.   **INDEMNITY**

14.1   The Customer shall defend, indemnify and hold harmless the Provider against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Hosted Services, the Platform and/or the Documentation, provided that:

(a)   the Customer is given prompt notice of any such claim;

(b)   the Provider provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c)   the Customer is given sole authority to defend or settle the claim.

14.2   The Provider shall defend the Customer, its officers, directors and employees against any claim that the Hosted Services infringe any patent, copyright, trade mark, database right or right of confidentiality during the Term, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

14.2.1   on the Customer becoming aware of any such claim, the Provider is given prompt notice of any such claim;

14.2.2   the Customer provides reasonable co-operation to the Provider in the defence and settlement of such claim, at the Provider's expense; and

14.2.3   the Provider is given sole authority to defend or settle the claim.

14.3   In the defence or settlement of any claim referred to in Clause 14.2, the Provider may procure the right for the Customer to continue using the Hosted Services, replace or modify the Hosted Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two (2) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

14.4   In no event shall the Provider, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

14.4.1   a modification of the Hosted Services or Platform or Documentation by anyone other than the Provider;

14.4.2   the Customer's use of the Hosted Services or Platform or Documentation in a manner contrary to the instructions given to the Customer by the Provider; or

14.4.3   the Customer's use of the Hosted Services or Platform or Documentation after notice of the alleged or actual infringement from the Provider or any appropriate authority.

15.   **LIMITATION OF LIABILITY**

15.1   This Clause 15 sets out the entire financial liability of the Provider (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

15.1.1   arising under or in connection with this Agreement;

15.1.2   in respect of any use made by the Customer of the Hosted Services or any part of them; and

15.1.3   in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

15.2   Except as expressly and specifically provided in this Agreement:

15.2.1   the Customer assumes sole responsibility for results obtained from the use of the Hosted Services by the Customer, and for conclusions drawn from such use. The Provider shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Provider by the Customer in connection with the Hosted Services, or any actions taken by the Provider at the Customer's direction;

15.3   Nothing in this Agreement excludes the liability of the Provider:

15.3.1   for death or personal injury caused by the Provider's negligence; or

15.3.2   for fraud or fraudulent misrepresentation.

15.4   Subject to Clause 15.2 and Clause 15.3:

15.4.1   the Provider shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement;

15.4.2   the Provider's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total amount paid and payable by the Customer to the Provider under the Agreement in the 12 month period preceding the commencement of the event or events.

16.   **FORCE MAJEURE EVENT**

16.1   If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

16.2   A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

16.2.1   promptly notify the other; and

16.2.2   inform the other of the period for which it is estimated that such failure or delay will continue.

16.3   A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17.   **TERM AND TERMINATION**

17.1   Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination following the initial 11 months of this Agreement, and, thereafter on 60 days' notice prior to the expiry of the next 12-month term thereafter or as otherwise may be agreed between the parties in writing.

17.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

17.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

17.3.1 the other party:

(a) is dissolved;

(b) ceases to conduct all (or substantially all) of its business;

(c) is or becomes unable to pay its debts as they fall due;

(d) is or becomes insolvent or is declared insolvent; or

(e) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

17.3.2 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

17.3.3 an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement);

17.4 Licences will be automatically renewed annually on the term anniversary if not cancelled by the customer. Notice for cancellation, 30 days prior to end of this agreement.

Any cancellation requests beyond this point will be subjected to the charge of a full renewal cycle.

If you require a Purchase Order to be referenced in our invoices, you agree to provide this 1 calendar week prior to your term anniversary. By failing to do so, you agree that you (Customer) are liable to pay the renewal amount to Sytorus without the need for a Purchase Order. Purchase orders can be sent directly to accounts@sytorus.com

18. **EFFECTS OF TERMINATION**

18.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3.11, 7, 9.2, 9.4, 10, 14, 15, 18, 21 and 22.

18.2 The termination of this Agreement shall not affect the accrued rights of either party.

18.3 Within 30 days following the termination of this Agreement for any reason the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of the Agreement and without prejudice to the parties' other legal rights.

19. **NOTICES**

19.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods:

19.1.1 delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery;

19.1.2   sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting; or

19.1.3   by email via an authorised person on behalf of the Customer/The Provider to a designated contact.

provided that if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

19.2   The Provider's contact details for notices under this Clause 19 are as follows: info@sytorus.com or Sales Department, PrivacyEngine, Unit 243, The Capel Building, St Mary's Abbey, Dublin 7.

19.3   The addressee and contact details set out in Clause 19.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 19.

20.   SUBCONTRACTING

20.1   The Provider must not subcontract any of its obligations under this Agreement without the prior written consent of the Customer, providing that the Customer must not unreasonably withhold or delay the giving of such consent.

20.2   The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

20.3   Notwithstanding any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third-party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

21.   GENERAL

21.1   No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

21.2   If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

21.3   This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

21.4   Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

21.5   This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

21.6   Subject to Clause 12 (above), this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21.7   This Agreement shall be governed by and construed in accordance with Irish law.

21.8   The courts of Ireland shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

22.   **INTERPRETATION**

22.1   In this Agreement, a reference to a statute or statutory provision includes a reference to:

22.1.1 that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

22.1.2 any subordinate legislation made under that statute or statutory provision.

22.2   The Clause headings do not affect the interpretation of this Agreement.

22.3   In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Execution

By using the Platform both parties accept this Agreement.

Schedule 1 (Acceptable Use Policy)

1.   **INTRODUCTION**

1.1   This acceptable use policy (the "**Policy**") sets out the rules governing:

1.1.1   the use of PrivacyEngine.io any successor website, and the services available on that website or any successor website] (the "**Services**"); and

1.1.2   the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").

1.2   References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to PrivacyEngine (and "we" and "our" should be construed accordingly).

1.3   By using the Services, you agree to the rules set out in this Policy.

1.4   You must be at least 18 years of age to use the Services; and by using the Services or by agreeing to this Policy, you warrant and represent to us that you are at least 18 years of age.

2.   **GENERAL USAGE RULES**

2.1   You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2   You must not use the Services:

2.2.1   in any way that is unlawful, illegal, fraudulent or harmful; or

2.2.2   in connection with any unlawful, illegal, fraudulent 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 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 be blasphemous;

3.2.10 constitute a breach of official secrets legislation; or

3.2.11 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.

4.2 Content must not depict violence in an explicit, graphic or gratuitous manner.

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 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 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 Services for the purpose of deliberately upsetting or offending others.

7.6 You must not unnecessarily flood the 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 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 Services.

8.   **MONITORING**

8.1   You acknowledge that we may actively monitor the Content and the use of the Services.

9.   **DATA MINING**

9.1   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 Services.

10.   **HYPERLINKS**

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

11.   **HARMFUL SOFTWARE**

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

11.2   The Content must not contain or consist of, and you must not promote or distribute by means of the 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.