

MyZel Acceptable Use Policy

(Version 1)

1. Introduction

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
 - (a) the use of the MyZel Lifecycle Platform and the cloud based service, workflow or platform modules which will be made available by the Provider to the Customer as a service on the Platform via the internet/cloud, (the "**Hosted Services**"); and
 - (b) the transmission, storage and processing of data, results or content by you, or by any person on your behalf, using the Hosted Services ("**Content**").
- 1.2 References in this Policy to "you" are to any customer for the Hosted Services and any individual user of the Hosted Services, and references in this Policy to "us" are to Provider (and "we" and "our" should be construed accordingly).
- 1.3 By using the Hosted Services, you agree to the rules set out in this Policy. If You are found to be in breach of the Policy, the Provider reserves the right to immediately suspend or terminate your access to the Platform and/or use of the Hosted Services.
- 1.4 You must be at least 18 years of age to use the Hosted Services; and by using the Hosted Services, you warrant and represent to us that you are at least 18 years of age.
- 1.5 This policy is in addition to any other terms & conditions which you have agreed to in relation to access to the Platform and use of the Hosted Services.

2. General

- 2.1 You must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or impairment of the availability or accessibility of the Hosted Services.
- 2.2 You must not use the Hosted Services:
 - (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
 - (b) 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.
- 2.4 Only appropriately qualified and experienced users should use the Hosted Services, and You acknowledge that the Hosted Services provide only a means of storing and analyzing inputted data/Content, and responsibility for any decisions based on the results or outputs rest solely with You.
- 2.5 You must not use or resell access or use of the Platform or Hosted Services to third parties or represent or hold out to third parties that you are a representative of Provider to resell access to the Platform or use of the Hosted Services.

- 2.6 You must keep any log-in details or credentials (including passwords) confidential and secure at all times and only to be used by you alone and not allow other users to access the Hosted Services using your log-in details and credentials.

3. 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:
- (a) be defamatory or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trademark right, design right, right in passing off, patent, trade secret or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under relevant data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) be in contempt of any court, or in breach of any court order;
 - (h) constitute a breach of racial or religious hatred or discrimination legislation;
 - (i) be blasphemous;
 - (j) constitute a breach of official secrets legislation; or
 - (k) constitute a breach of any contractual obligation owed to any person.
 - (l) include patient, medical, or other personal health information (including but not limited to protected health information under HIPAA).
- 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. Inappropriate Content

- 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.
- 4.3 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 4.4 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 4.5 Content must not be liable to cause annoyance, inconvenience or needless anxiety.

- 4.6 You must not use the Hosted Services to send any hostile communication, or any communication intended to insult, including such communications directed at a particular person or group of people.
- 4.7 You must not use the Hosted Services for the purpose of deliberately upsetting or offending others.
- 4.8 You must not link to any material using or by means of the Hosted Services that would, if it were made available through the Hosted Services, breach the provisions of this Policy.

5. Unauthorised Use

- 5.1 You must not use the Hosted Services for any purpose other than that intended for the collection of technical data of machinery or equipment.
- 5.2 Content must not constitute or contain spam, and you must not use the Hosted Services to store or transmit spam.
- 5.3 You must not send any spam to any person using any email address or other contact details made available through the Hosted Services or that you find using the Hosted Services.
- 5.4 You must not use the Hosted Services in any way which is liable to result in the blacklisting of any of Provider's IP addresses.

6. Monitoring

- 6.1 You acknowledge that we may actively monitor the use of the Platform and Hosted Services anonymously, where possible, the purpose of improvement and development and where required for billing purposes, and any such monitoring shall be subject at all times to any confidentiality and data privacy obligations.

7. Data

- 7.1 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 Hosted Services.

8. Unauthorised Software

- 8.1 The Content must not contain or consist of, and you must not promote, distribute or execute through the Platform or by means of the Hosted Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 8.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Hosted Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of, or introduce material security risks to, the Hosted Services and other User's devices and computers.