

# Acceptable Usage Policy

Fourth Limited and Fourth USA Inc.

January 2019



## 1. PURPOSE AND SCOPE

This document sets out Fourth's Acceptable Usage Policy. It should be read in conjunction with Fourth's Subscription Agreement, of which this Acceptable Usage Policy forms part. This Acceptable Usage Policy applies to the Fourth Solution and Services, and references to the "servers" and "network" mean the servers and network employed by Fourth in the provision of the Fourth Solution and Services (up to the boundary of the Fourth network). Words and expressions used in this policy and not otherwise defined shall have the meanings given to them in the Subscription Agreement which can be found at [www.fourth.com/en-gb/about/legal-privacy](http://www.fourth.com/en-gb/about/legal-privacy).

## 2. CUSTOMER OBLIGATIONS

2.1 The Customer shall, and shall procure that its Group Companies or Subsidiaries (as applicable) and its and their respective personnel shall:

2.1.1 only use the Fourth Solution and Products in accordance with the applicable Documentation, this Agreement and all applicable laws, rules and regulations (including the Customer's own rules and policies and any rules or policies of any app-store which the Fourth Solution known as Fourth Engage is downloaded from (if applicable)). Access to the Fourth Solution and associated data is only permissible via the specified URL (website address) in conjunction with Customer usernames and passwords;

2.1.2 use all reasonable efforts to prevent any unauthorised use of the Fourth Solution, Documentation, Services and Products and immediately notify Fourth of any unauthorised use;

2.1.3 not, and shall not permit or authorise third parties to: (a) rent, lease, license, sell, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or permit third parties to use the Fourth Solution or Documentation; (b) use the Fourth Solution to provide services to third parties (whether as a service bureau or otherwise); nor (c) circumvent or disable any security or other technological features or measures of the Fourth Solution;

2.1.4 not, except as expressly provided for in this Agreement or as permitted under any legal right which cannot be excluded, copy, use, modify or transfer the Documentation in whole or in part, or copy, translate, reverse engineer, decompile, disassemble or modify the Fourth Solution or create derivative works based on the Fourth Solution;

2.2 The Customer shall not, and shall procure that its Group Companies or Subsidiaries (as applicable) and its and their respective personnel shall not:

2.2.1 access, store, distribute, upload or transmit any material during the course of its access and use of the Fourth Solution that:

(a) is unlawful, harmful, threatening, defamatory, malicious, infringing, libellous, defamatory, obscene, harassing or racially or ethically offensive;

(b) contains a virus or other hostile computer program;

(c) is in violation of third-party privacy rights;

(d) constitutes or encourages a criminal offence, gives rise to civil liability or that violates or infringes any patent, trade mark, copyright, trademarks, trade secrets, other

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Intellectual Property Rights or proprietary rights of any third party or similar rights of any person, firm or company under the laws of any jurisdiction,;

- (e) facilitates or promotes illegal activity or violence;
- (f) depicts sexually explicit images;
- (g) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or otherwise; or
- (h) may constitute an unsolicited commercial communication or other form of marketing without Fourth's express written consent;

2.2.2 make excessive or wasteful use of the Fourth Solution, network and/or server to Fourth's detriment or the detriment of Fourth's other customers;

2.2.3 interfere or disrupt the integrity or performance of the Fourth Solution, network and/or server or third party data contained therein; and

2.2.4 permit users to access or use or transfer the Fourth Solution, Documentation, Services and/or Products to any country embargoed by or in violation of the export laws or regulations of any jurisdiction to which the Customer is subject (including the jurisdiction specified in Clause 13 of the Subscription Agreement).

2.3 The Customer will procure that its personnel (and the personnel of its Group Companies and Subsidiaries (as applicable)) shall not upload material, post links, post messages, or otherwise publish any content to Fourth Engage that:

2.3.1 is about another person, or which is a photo containing an image of another person, without first obtaining that person's consent to publish that content;

2.3.2 contains any special categories of personal data about themselves or another person, such as data concerning health, racial or ethnic origin, religious or philosophical beliefs, political opinions, biometric data, data concerning sex life or sexual orientation or trade union membership;

2.3.3 is in any other language other than English;

2.3.4 could be considered spam, junk mail, chain letters, money making or pyramid schemes; or

2.3.5 is confidential and may not be freely published.

2.4 The Customer warrants that:

2.4.1 all uploads to the Fourth Solution, network and/or server will be of type CSV, TXT or XML only;

2.4.2 the information contained within such files complies with all applicable law, including, without limitation, the Applicable Privacy Law;

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## 3. EXCLUSIONS

- 3.1 Whilst Fourth shall use reasonable endeavours to ensure the integrity and security of the Fourth Solution, servers and/or network (including complying with Fourth's obligations under the Data Processing Agreement and Privacy Policy), Fourth does not guarantee that the Fourth Solution, server and/or network shall be free from unauthorised users or hackers. Fourth shall not be responsible for the accuracy or quality of Customer information which is input into the Fourth Solution(s).
- 3.2 Fourth reserves the right to traffic shape any traffic to maintain a quality of service to all customers. This means traffic upstream or downstream may be rate limited to ensure a fair allocation of bandwidth across all accounts.
- 3.3 Fourth will not moderate material posted to Fourth Engage, however customers may moderate such material and may determine whether it is suitable to remain on Fourth Engage and will have access to that information for that purpose. Fourth will assist the Customer to remove any material which it requests Fourth to remove from Fourth Engage. Fourth and the Customer each have the right to decide to terminate any user of Fourth Engage's access without prior notice for any reason and the decision to do so will be final. Fourth may disclose the identity of any of the Customer's personnel (or the personnel of its Group Companies or Subsidiaries (as applicable)) to any third party who is claiming that any content posted or uploaded to Fourth Engage constitutes a violation of their intellectual property rights, or of their right to privacy.

*END*