



ACCEPTABLE USE POLICY

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This current consolidated Acceptable Use Policy was published on 26 November 2024.

1 Introduction

1.1 This Acceptable Use Policy (as Updated from time to time) is incorporated into the Contract pursuant to the FWA terms. It governs how the Customer, authorised affiliates and Authorised Users may access and use the Application.

1.2 Defined terms in this Acceptable Use Policy shall have the meaning given in FWA as applied by the Contract and the same rules of interpretation apply.

1.3 The Customer, authorised affiliates and Authorised Users are only permitted to use and access the Application for the Permitted Purpose as defined in the Contract and in accordance with its terms. Use of the Application (or any part) in any other way, including in contravention of any restriction on use set out in this Acceptable Use Policy, is not permitted. If any person does not agree with the terms of this Acceptable Use Policy, they may not use the Application.

2 Services

2.1 The Customer undertakes that each Authorised User shall keep a secure password for its use of the Services, that such password shall be changed frequently and that each Authorised User password shall be kept confidential.

2.2 The Customer procures that each Authorised User only uses the Application in accordance with the terms and conditions of the Contract and complies with all Applicable Laws with respect to its activities under the Contract. The Customer shall be liable for any breach of the Agreement by its Authorised Users.

3 Restrictions on use

3.1 As a condition of use of the Application, the Customer (on its own behalf and on behalf of all Authorised Affiliates and Authorised Users) and each Authorised User agrees not to use the Application nor permit them to be used:

3.1.1 for any purpose that is unlawful under any applicable law or prohibited by this Acceptable Use Policy or the Contract;

3.1.2 to commit any act of fraud;

3.1.3 to distribute any Malware;

3.1.4 for purposes of promoting unsolicited advertising or sending spam;

3.1.5 to simulate communications from the Passion Labs or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');

3.1.6 in any manner that disrupts the operations, business, equipment, websites or systems of the Passion Labs or any other person or entity (including any denial of service and similar attacks);

3.1.7 in any manner that harms or may endanger minors or any other person;

3.1.8 in connection with any service, use or purpose where the failure of the Application (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;

3.1.9 to promote any unlawful activity;

3.1.10 to represent or suggest that the Passion Labs endorses any other business, product or service unless the Passion Labs has separately agreed to do so in writing;

3.1.11 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;

3.1.12 in any manner which may impair any other person's use of the Application or use of any other Application provided by the Passion Labs to any other person;

3.1.13 to attempt to circumvent any security controls or mechanisms;

3.1.14 to attempt to circumvent any password or user authentication methods of any person;

3.1.15 in any manner inconsistent with the Contract, the relevant User Manual or any instructions provided by the Passion Labs from time to time; or

- 3.1.16 in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in the Contract.
- 4 **Customer Data and Communication Standards**
- Any Customer Data or communication made on or using the Application by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in the Passion Labs's discretion, acting reasonably. In particular, the Customer warrants and undertakes that any Customer Data and each such communication shall at all times be:
- 4.1 submitted lawfully and without infringement of any Intellectual Property Rights of any person;
 - 4.2 free of any Malware;
 - 4.3 factually accurate;
 - 4.4 provided with all necessary consents of all relevant third parties;
 - 4.5 not defamatory or likely to give rise to an allegation of defamation;
 - 4.6 not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
 - 4.7 not abusive, threatening, offensive, harassing or invasive of privacy;
 - 4.8 free of any content or activity that is, or may reasonably be suspected to be, terrorist in nature;
 - 4.9 not racist, sexist or xenophobic;
 - 4.10 not of a nature that any courts, regulators, law enforcement authorities or other governmental authorities may order be blocked, deleted, suspended or removed;
 - 4.11 not liable to offend religious sentiments or deeply held beliefs; and
 - 4.12 unlikely to cause offence, embarrassment or annoyance to any person.
- 5 **Linking and Other Intellectual Property Matters**
- 5.1 As a condition of use of the Application, the Customer (on its own behalf and on behalf of all Customer affiliates and Authorised Users) and each Authorised User agrees not to:
- 5.1.1 create a frame or any other browser or border environment around the content of the Application (or any part);
 - 5.1.2 display any of the trade marks or logos used on the Application without the Passion Labs's permission together with that of the owner of such trade marks or logos; or
 - 5.1.3 use the Passion Labs's trade marks, logos or trade names in any manner.