

Acceptable Use Policy

OUR SOFTWARE

This current Acceptable Use Policy was published on 18 August 2020 by StructureFlow Ltd (**StructureFlow**).

1 Introduction

- 1.1 This Acceptable Use Policy (as updated from time to time) governs how our StructureFlow software (**Software**) may be accessed and used by our customers, their authorised affiliates and authorised users and any other person who has been given access to our Software for the purpose of collaborating with authorised users (together **Users**).
- 1.2 Users are only permitted to use and access our Software for permitted purposes as set out in the agreements we have in place with our customers. Use of our Software 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 Software.
- 1.3 If any person violates any term of this Acceptable Use Policy, StructureFlow may suspend that person from using the Software. StructureFlow will suspend use of the Software only to the extent necessary. Unless StructureFlow believes an immediate suspension is required, StructureFlow will provide reasonable notice before suspending the Software.

2 Restrictions on use

- 2.1 As a condition of use of our Software, each User agrees to access and use our Software solely for the purpose of creating, editing, or collaborating on diagrams relating to legal structures and processes (the **Purpose**). Without prejudice to the foregoing, each User agrees **not** to use our Software **nor permit** it to be used:
 - 2.1.1 for any purpose that is unlawful under any applicable law or prohibited by this Acceptable Use Policy or our contractual agreements with our customers;
 - 2.1.2 to commit any act of fraud;
 - 2.1.3 to distribute any **Virus**, being any virus, disabling code (including code intended to limit or prevent any use any software or system) or other malicious software (including malware, trojan horses, ransomware, and spyware);
 - 2.1.4 to reverse engineer, decompile, disassemble, or work around technical limitations in the Software, except to the extent applicable law permits it despite these limitations;
 - 2.1.5 to rent, lease, lend, resell, transfer, or host the Software, or any portion thereof, to or for third parties except as expressly permitted in any written agreement StructureFlow has entered into with our Users;





- 2.1.6 for purposes of promoting unsolicited advertising or sending spam;
- 2.1.7 to simulate communications from StructureFlow or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- 2.1.8 in any manner that disrupts the operations, business, equipment, websites or systems of StructureFlow or any other person or entity (including any denial of service and similar attacks);
- 2.1.9 in any manner that harms or may endanger minors or any other person;
- 2.1.10 in connection with any service, use or purpose where the failure of our Software (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
- 2.1.11 to promote any unlawful activity;
- 2.1.12 to represent or suggest that StructureFlow endorses any other business, product or service unless StructureFlow has separately agreed to do so in writing;
- 2.1.13 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
- 2.1.14 in any manner which may impair any other person's use of our Software or use of any other services provided by StructureFlow to any other person;
- 2.1.15 to attempt to circumvent any security controls or mechanisms;
- 2.1.16 to attempt to circumvent any password or User authentication methods of any person;
- 2.1.17 in any manner inconsistent with our agreements with our customers or our user manual or any other instructions provided by StructureFlow from time to time; or
- 2.1.18 in any manner which does not comply with the provisions relating to intellectual property rights contained in our agreements with our customers.

2.2 Our Software must not be used by children.

3 Data and Communication Standards

3.1 Any data or communication made on or using our Software by any person must conform to appropriate and lawful standards of accuracy, decency, and lawfulness, which shall be applied at StructureFlow's discretion, acting reasonably. In particular, Users warrant and undertake that any data and each such communication shall at all times be:

- 3.1.1 submitted lawfully and without infringement of any intellectual property rights of any person;
- 3.1.2 free of any Virus;
- 3.1.3 factually accurate;



- 3.1.4 provided with the necessary consent of any third party;
- 3.1.5 not relating to children;
- 3.1.6 not contain details allowing access to third-party services (such as log-in details, passwords, PINs etc);
- 3.1.7 not defamatory or likely to give rise to an allegation of defamation;
- 3.1.8 not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory, or deceptive;
- 3.1.9 not abusive, threatening, offensive, harassing, or invasive of privacy;
- 3.1.10 not racist, sexist, or xenophobic;
- 3.1.11 not liable to offend religious sentiments or deeply held beliefs; and
- 3.1.12 unlikely to cause offence, embarrassment, or annoyance to any person.

4 Sensitive Personal Data

- 4.1 Users agree not to enter any of the following types of information relating to an identifiable individual in our Software:
 - 4.1.1 racial or ethnic origin;
 - 4.1.2 political opinions;
 - 4.1.3 religious or philosophical beliefs;
 - 4.1.4 trade union membership;
 - 4.1.5 health (e.g. maternity or sick leave-related information);
 - 4.1.6 sex life or sexual orientation;
 - 4.1.7 genetic data or biometric data used for identification purposes (e.g. facial, retina or fingerprint recognition); and/or
 - 4.1.8 criminal convictions or offences (e.g. convictions or offences relating to vetting or background checks).

5 Linking and Other Intellectual Property Matters

- 5.1 As a condition of use of our Software, Users agree not to:
 - 5.1.1 create a frame or any other browser or border environment around the content of our Software (or any part);
 - 5.1.2 display any of the trademarks or logos used on our Software without StructureFlow's permission together with that of the owner of such trademarks or logos; or
 - 5.1.3 use StructureFlow's trademarks, logos, or trade names in any manner.



6 Confidentiality

- 6.1 As a condition of use of our Software, Users agree to maintain the confidentiality of StructureFlow's Confidential Information and shall not without the prior written consent of StructureFlow disclose, copy or modify StructureFlow's Confidential Information (or permit others to do so) other than they require for the purpose of accessing and using the Software in accordance with Purpose and the terms of this Policy.
- 6.2 **StructureFlow's Confidential Information** means any information relating to StructureFlow's product, technology, know-how and intellectual property including in relation to the design, code, and technical implementation of our Software.

7 Liability

- 7.1 StructureFlow's liability to any User will be governed by any terms agreed with such User in respect of the same as set out in any written agreement between StructureFlow and such User.
- 7.2 In the absence of any such agreed terms, StructureFlow shall not be liable to any User for any direct, indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability, in relation to such User's use of the Software.