NETWORK SERVICES - ACCEPTABLE USE POLICY

1. The Client shall treat any username, password or any other information which forms part of the Network Services security procedures as confidential ("**Security Information**") and not disclose it to any third party. The Client shall be liable for any loss or damage arising out of the disclosure of any Security Information by any of its Representatives.
2. The Client is responsible for its (and its Representative's) actions whilst connected to the Network Services. If the Client acts recklessly or irresponsibly in using the Network Services or its actions endanger any person or the integrity or security of the Operator's network, systems or equipment, the Client's access may be restricted, suspended or terminated, without prior notice. The Client agrees that it will not use, attempt to use or allow the Network Services to be used to:
   2.1. store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is likely to be offensive or obscene to a reasonable person;
   2.2. store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless it has a lawful right to do so;
   2.3. do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
   2.4. do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
   2.5. do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using the Service Provider's services, network or systems;
   2.6. forge header information, email source address or other user information;
   2.7. access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network whether wired or wireless;
   2.8. compromise the security or integrity of any network or system including the Operator's network;
   2.9. access, download, store, send or distribute any viruses or other harmful programs or material;
   2.10. send or distribute unsolicited advertising, bulk electronic messages or otherwise breach its spam obligations, or overload any network or system including the Operator's network and systems;
   2.11. use another person's name, username or password or otherwise attempt to gain access to the account of any other user of the service;
   2.12. tamper with, hinder the operation of or make unauthorised modifications to any network or system;
   2.13. authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.
3. The Client shall not (except to the extent expressly permitted under this Agreement), attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software used in connection with the Network Services ("**Software**") (as applicable) in any form or media or by any means; or
   3.1. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
   3.2. access all or any part of the Network Services in order to build a product or service which competes with the Network Services;
   3.3. use the Network Services to provide services to third parties;
   3.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Network Services available to any third party other than Authorised Users, or
   3.5. attempt to obtain, or assist third parties in obtaining, access to the Network Services, other than as provided under this paragraph 2.
4. The Client may not re-sell the Network Services to any third party for money or money's worth or otherwise provides use of the Network Services to anyone other than its Representatives.
5. Also known as junk mail or Unsolicited Commercial Email (UCE), the term SPAM refers to submitting a commercial email to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation to receiving email from the sender. For email to be regarded as acceptable, the Client must:
   5.1. provide a valid physical postal address in each email it sends;
   5.2. include a valid email address or an unsubscribe link allowing the recipient to opt-out, either by replying to a valid return address, or by using an Internet based unsubscribe mechanism; and
   5.3. comply with any regulation in force that covers direct marketing regulations.

   Specifically the Client may not:
   5.4. include false, deceptive or misleading header information, including a false domain name or address;
   5.5. send emails with a false, deceptive or misleading subject line;
   5.6. include sexually explicit content in it emails;
   5.7. send email messages which result in complaints from the recipient or from the recipient email provider, or which result in blacklisting of the sender email address or mail server;
   5.8. send email messages which are excessive and/or intended to harass or annoy others;

5.9. take any actions intended to cloak the sender's identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses

5.10. take any other action that results in blacklisting of the sender email address or mail server, or negatively impacts other users.

6. Any equipment provided by or on behalf of the Operator for the purposes of providing the Network Services shall at all times remain the Operator (or its licensor's) property and shall be returned to the Operator immediately upon request. The Client shall be liable for all losses, costs and expenses incurred for the recovery, replacement or repair of such equipment (save to the extent that the same is caused by the Operator's negligence).
7. The Operator may limit, suspend or terminate the Client's Network Services if it unreasonably exceeds such limits or excessively uses the capacity or resources of its network in a manner which may hinder or prevent the Operator from providing services to other users or which may pose a threat to the integrity of its network or systems.
8. The Operator reserves the right to suspend or terminate the Client's access to the Network Services without notification if:
   8.1. the Client (or any Representative) is in breach of these Terms;
   8.2. the Client uses equipment which is defective or illegal, or causes any technical or other problems to the Network Services; or
   8.3. otherwise if the Service Provider so suspends or terminates the Network Services.
9. The Client shall fully co- operate with the Operator and/or the Service Provider (as applicable) in connection with the Network Services and any investigation relating to the same.

CLIENT PORTAL - ACCEPTABLE USE POLICY

1. The Client shall not or permit or authorise any of its Representatives to do any of the following acts:
   1. modify, translate, amend or otherwise alter the Client Portal;
   2. decompile, reverse engineer or otherwise disassemble, or create derivative works of or from any part of the Client Portal;
   3. redistribute, encumber, sell, rent, lease or otherwise transfer any of the Client Portal, including in a timeshare or service bureau relationship; or
   4. remove, alter, or destroy from the Client Portal any logo, copyright or proprietary notices, legends, symbols, la bels, watermarks, signatures or any other like marks affixed to or embedded therein.
2. By uploading any content ("**Content**") to the Client Portal, the Client represents and warrants that it has obtained all necessary licences, permissions, consents and agreements necessary for the lawful use of such Content by the Operator and/or the Service Provider in order to receive the Client Portal.
3. The Client shall provide complete and accurate information about those of its Representatives who access the Client Portal as prompted by the registration process, including each user's identity and a correct and legitimate email address (the "**Registration Data**"). The Client must maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
4. The Client shall not, and shall procure that its Representatives shall not,
   4.1. use or launch any automated system, including without limitation, "robots", "spiders" or "offline readers" that accesses the Client Portal in a manner that sends more request messages to the relevant servers in a given period of time than a single human can reasonably produce in the same period by using a conventional online web browser;
   4.2. collect or harvest any personally identifiable information, including names, from the Client Portal;
   4.3. use any information provided in the Client Portal for the sending of spam, bulk email messages or bulk instant messages for marketing or other purposes other than internal business use;
   4.4. use any part of the Client Portal to upload, post, email, or transmit viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other software, files or programs that may interrupt, damage, destroy or limit the functionality of any computer software or hardware or network equipment;
   4.5. use any part of the Client Portal to pretend to be the Operator or Service Provider or someone else or otherwise misrepresent the identity or affiliation of a user or attempt to disguise the origin of any Content;
   4.6. use the Client Portal or any part thereof to violate or infringe anyone's intellectual property rights;
   4.7. interfere with or disrupt the Client Portal, servers, or networks connected to the Client Portal, or disobey any requirements, procedures, policies ore regulations of networks connected with the Client Portal;
   4.8. upload, post, email, transmit, or otherwise make available any Content that OfficeR&D, in the Operator's sole discretion, deem to be unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, inflammatory, hateful, or racially, religiously, ethnically, or otherwise objectionable, or harmful to minors;
   4.9. attempt to gain unauthorised access to the Client Portal or any portion or feature of thereof, or any other systems or networks connected to the Client Portal;
   4.10. probe, scan, or test the vulnerability of the Client Portal or any network connected to the Client Portal, nor breach the security or authentication measures on the Client Portal or any network connected to the Client Portal;
   4.11. take any action that imposes an unreasonable load on the Client Portal or on the Service Provider's infrastructure or networks or any networks connected to the Client Portal;
   4.12. use the Client Portal in order to obtain material which per se or if sent to another party might injure the reputation of a third party, or in any manner which may result in the infringement of a third party's intellectual property rights, or which constitutes a dissemination of business secret, or may incite a third party to commit or participate in a crime, or may be understood as constituting a threat, or to use the Client Portal in any other manner incompatible with the purpose thereof; or
   4.13. provide access to the Client Portal to anyone else other than its Representatives who are registered with the Client Portal.
5. The Client shall comply with, and ensure that each of its Representatives complies with, any terms of use available on the Client Portal from time to time.