

## **TERMS OF USE**

You have received your personalised log-in to this Xoserve portal ("Portal") as your company has designated you as an authorised user of one or more of the services and/or products that are accessible via this Portal ("Services"). For these purposes, portal means a website or web page (including sub-domains) that provides access to links or other sites. If you have been issued with these credentials in error (or believe that to be the case), please notify us immediately by emailing [customerlifecycle.spa@xoserve.com](mailto:customerlifecycle.spa@xoserve.com).

These Terms of Use governs your use of the Portal and the Services. Your use of the Portal and the Services will be monitored. If you fail to comply (or we believe that you have failed to comply) with these Terms of Use, then:

- your Portal and/or Services log-in/accounts may be suspended and/or terminated;
- any content provided or uploaded by you may be removed (and depending on the content of what is uploaded, reported to law enforcement); and/or
- other actions as we deem appropriate may be taken, including notifying your company of your failure to comply with these terms of use (as such failure could constitute a breach by your company of their contract with us, for which they would be responsible and liable).

These Terms of Use may be updated at any time, and you will be required to comply with the latest version that is uploaded onto the Portal so please make sure you check regularly for any updated draft and the changes therein.

In this Terms of Use, the term "**content**" means (i) any information, data, text, software, code, scripts, music, sound, images, photos, graphics, videos, messages, tags, interactive features, or other materials that you provide in any manner to us or to a third party acting on our behalf in relation to the Services or otherwise upload onto the Portal or into any system relating to the Services.

<b>Wrongful activities</b>	<p>You agree that you will not:</p> <ul style="list-style-type: none"> <li>• share your login credentials with anyone else, even others within your company;</li> <li>• access the Portal or the Services with login credentials that have not been specifically assigned to you, even if they are login credentials for another individual in your company; and/or</li> <li>• use meta tags or any other “hidden text”.</li> </ul>
	<p>You agree that you shall not use the Portal or the Services:</p> <ul style="list-style-type: none"> <li>• to violate the privacy of others or collect or gather other people’s personal information (including account names or information);</li> <li>• to stalk, harass, or post direct, specific threats of violence against others;</li> <li>• for any illegal purpose, or in violation of any laws or regulations (including, without limitation, data, privacy and export control laws); and/or</li> <li>• for any purpose other than for which it has been provided.</li> </ul>
<b>Inappropriate communications:</b>	<p>You agree that you will not:</p> <ul style="list-style-type: none"> <li>• generate or send unsolicited communications, advertising, chain letters or spam through the Portal or the Services;</li> <li>• solicit other users of the Portal or Services for commercial purposes; and/or</li> <li>• disparage us or our partners, vendors or affiliates or any other third parties on or via the Portal or the Services.</li> </ul>

<b>Inappropriate content:</b>	<p>You agree that you will not provide or upload content that:</p> <ul style="list-style-type: none"><li>• infringes on Xoserve or any third party's intellectual property or other proprietary rights</li><li>• you are not authorised or entitled to submit or upload;</li><li>• includes the trademarks of any company other than your company;</li><li>• is deceptive, fraudulent, obscene, defamatory, libellous, threatening, harmful to minors, pornographic, indecent, harassing, hateful or otherwise illegal;</li><li>• encourages illegal or tortious conduct or is otherwise intended to be inflammatory;</li><li>• attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition;</li><li>• you know, ought reasonably to know or suspect or reasonably believe does or may contain viruses, bots, worms, scripting exploits, or other similar materials;</li><li>• could otherwise cause damage to us or any third party.</li></ul>
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