

## ACCEPTABLE USE POLICY

By activating your GoFETCh System Account, you ("the Client") unconditionally agree and accept these terms and conditions. FETCH ENTERPRISES ("the Provider") reserves the right to change, modify, add, or remove portions of these Terms at any time. FETCH ENTERPRISES will post a clear, easily accessible notification on the website if there are any changes made to its Terms and Conditions. Should you continue using the Services, FETCH ENTERPRISES (The Provider) will automatically assume that you have read and understand the amended Terms and Conditions.

### 1. INTRODUCTION

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
  - (a) the onboarding and use of the hosted and support services (the "**Services**"); and
  - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2 References in this Policy to "you" are to [any customer for the Services and any individual user of the Services and "your" should be construed accordingly; and references in this Policy to "us" are to Fetch Enterprises and "we" and "our" should be construed accordingly.
- 1.3 By using the Services, you agree to the rules set out in this Policy.
- 1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise to use the Services.

### 2. GENERAL USE

- 2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
- 2.2 You must not use the Services:
  - (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
  - (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
- 2.3 You must ensure that all Content complies with the provisions of this Policy.

### 3. UNLAWFUL CONTENT

- 3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person.
- 3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:
  - (a) be libellous or maliciously false;

- (b) be obscene or indecent;
  - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
  - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
  - (e) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
  - (f) be in contempt of any court, or in breach of any court order;
  - (g) constitute a breach of racial or religious hatred or discrimination legislation;
  - (h) constitute a breach of official secrets legislation; or
  - (i) constitute a breach of any contractual obligation owed to any person.
- 3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

#### **4. ETIQUETTE**

- 4.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 4.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 4.3 You must not use the Services to directly or indirectly send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
- 4.4 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

#### **5. MARKETING AND SPAM**

- 5.1 You must not use the Services to directly or indirectly store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 5.2 You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar letters, schemes or programs.
- 5.3 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

#### **6. MONITORING**

- 6.1 You acknowledge that we may actively monitor the Content and the use of the Services.

#### **7. DATA PROTECTION**

- 7.1 Any use which comprises of or advances unlawful collection and processing of personal information without the contacts' consent shall constitute unauthorised use of the Services.

7.2 Engaging in prohibited data privacy practices which shall include but not be limited to use of purchased databases and/or the use of databases whereby you cannot readily prove that the contact's consent was obtained shall constitute unauthorised use of the Services.

**8. HARMFUL SOFTWARE**

8.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

8.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

ACCEPTED BY \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

\_\_\_\_\_  
THE USER - who warrants s/he is duly authorised