

ACCEPTABLE USE POLICY

This current consolidated Acceptable Use Policy was published on 29 March 2023.

1 Introduction

- 1.1 This Acceptable Use Policy (as Updated from time to time) is incorporated into our Agreement pursuant to the XTM Subscription Agreement Terms. It governs how You, Your Affiliates and Approved Users may access and use the Services.
- 1.2 Defined terms in this Acceptable Use Policy shall have the meaning given in the Definitions Schedule and the same rules of interpretation apply. You, Your Affiliates and Approved Users are only permitted to use and access the Services for the Permitted Purpose as defined in our Agreement and in accordance with its terms. Use of the Services (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 Services.

2 Restrictions on use

- 2.1 As a condition of use of the Services, You (on Your own behalf and on behalf of all Your Affiliates and Approved Users) and each Authorised User agrees not to use the Services nor permit them 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 Agreement;
 - 2.1.2 to commit any act of fraud;
 - 2.1.3 to distribute any Virus;
 - 2.1.4 for purposes of promoting unsolicited advertising or sending spam;
 - 2.1.5 to simulate communications from Us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 2.1.6 in any manner that disrupts the operations, business, equipment, websites or systems of the Supplier or any other person or entity (including any denial of service and similar attacks);
 - 2.1.7 in any manner that harms or may endanger minors or any other person;
 - 2.1.8 to promote any unlawful activity;
 - 2.1.9 to represent or suggest that We endorse any other business, product or service unless the Supplier has separately agreed to do so in writing;
 - 2.1.10 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
 - 2.1.11 in any manner which may impair any other person's use of the Services or use of any other services provided by Us to any other person;
 - 2.1.12 to attempt to circumvent any security controls or mechanisms;

- 2.1.13 to attempt to circumvent any password or user authentication methods of any person;
- 2.1.14 in any manner inconsistent with our Agreement, the Documentation or any instructions provided by Us from time to time; or
- 2.1.15 in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in our Agreement.

3 Your Data and communication standards

- 3.1 Any of Your Data or communications made on or using the Services by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in the Our discretion, acting reasonably. In particular, You warrant and undertake that any of Your 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 (at the point of entering any of the Subscribed Service or Our systems);
 - 3.1.3 factually accurate;
 - 3.1.4 provided with all necessary consents of all relevant third parties;
 - 3.1.5 not defamatory or likely to give rise to an allegation of defamation;
 - 3.1.6 not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
 - 3.1.7 not abusive, threatening, offensive, harassing or invasive of privacy;
 - 3.1.8 free of any content or activity that is, or may reasonably be suspected to be, terrorist in nature;
 - 3.1.9 not racist, sexist or xenophobic;
 - 3.1.10 not of a nature that any courts, regulators, law enforcement authorities or other governmental authorities may order be blocked, deleted, suspended or removed;
 - 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 Linking and other intellectual property matters

- 4.1 As a condition of use of the Services, You (on Your own behalf and on behalf of all of Your Affiliates and Approved Users) and each Authorised User agrees not to:
 - 4.1.1 create a frame or any other browser or border environment around the content of the Services (or any part);
 - 4.1.2 display any of the trade marks or logos used on the Services without the Our permission together with that of the owner of such trade marks or logos; or

4.1.3 use Our trade marks, logos or trade names in any manner.

5 **Usage Limitations**

5.1 Subscribed Services may be subject to other limitations, such as, for example, limits on the number of words that can be translated, on the number of calls You are permitted to make against Our application programming interface, and, for Subscribed Services that enable You to provide public websites, on the number of page views by visitors to those websites. Any such limitations are specified in the User Manual. The Subscribed Services provide real-time information to enable You to monitor Your compliance with such limitations.

6 **Fair Use**

6.1 You acknowledge that the Subscribed Services depend on finite resources shared amongst many customers. You agree not to use the Services excessively or unreasonably. Our Agreement may or may not specify usage limitations as outlined in paragraph 5.1 above. The omission of any such limit does not imply a literally unlimited consumption allowance, even if the term "unlimited" is used by Us or others in describing any Subscribed Service. Excessive consumption of the Subscribed Services may be identified with reference to significant variations from the average consumption by comparable customers. If You are found to be consuming the Subscribed Services excessively, We will contact You and work with you to remedy the situation. We may make recommendations regarding, for example, system design and configuration, user training, your internal support procedures. However, if heavy usage is expected to continue, we reserve the right to require You to upgrade to a more suitable Subscribed Service package. You agree to make good faith efforts to remedy excessive consumption. If You have any doubt regarding your usage, please do not hesitate to contact Us.