

Unless otherwise defined in this Schedule, capitalised terms used in this Schedule shall have the meanings ascribed to them in either the Calligo Master Services Agreement (MSA) or the Calligo Terms and Conditions for the Supply of Cloud Services (available at <https://calligo.cloud/licences>), whichever applies to you.

1 Overview

- 1.1 This Policy (the “**AUP**”) sets out the rules which apply when the Client uses any Service(s).
- 1.2 The AUP is designed to help protect Calligo, its Affiliates and its clients from the consequences of irresponsible, illegal and unlawful activities.
- 1.3 The AUP is part of the MSA. If the Client breaches this Policy, Calligo may suspend or terminate the Client’s use of any Service in accordance with the Agreement between Calligo and the Client and Calligo may claim damages for any loss caused by that breach.
- 1.4 If Calligo thinks that the Client’s use of any Service involves, or may involve, any illegal or unlawful activity, it may report that activity to the appropriate authorities.
- 1.5 If it is alleged that the Client’s use of any Service is, or involves, any illegal or unlawful activity, Calligo may co-operate with an investigation that is undertaken by a competent law enforcement or regulatory authority into that activity and may disclose any information to that law enforcement or regulatory authority.
- 1.6 Calligo may delete, edit, block or permanently remove from its systems any material if it has reason to believe that that material is unlawful or illegal or in some other way breaches this Policy, the MSA or any applicable terms and conditions imposed by Calligo.
- 1.7 Calligo reserves the right immediately to remove or disable access to any material on its systems which is, or Calligo suspects is, infected with a virus or which might infect or corrupt Calligo’s data or systems or the data or systems of any other person.
- 1.8 The Client must ensure that its users, everyone who accesses or uses any Cloud Service through the Client’s IT systems and the Client’s clients who use any Cloud Service comply with this Policy.

2 Monitoring

- 2.1 Calligo may, but is not obliged to, monitor the use of any Service to ensure compliance with this Policy.

3 Unacceptable practices

- 3.1 The Client must not, when using any Service, violate a law or regulation which it, or Calligo, or its Affiliates are subject to.
- 3.2 The Client may not use any Service to do or attempt to do any of the following:

- 3.2.1 obtain unauthorised access to, or the use of, any data, service, system or network, unless the Client has the permission of the owner of the data, service, system or network;
- 3.2.2 probe, scan or test the vulnerability of any system or network or breach any security, verification or authentication measures (including those of Calligo) unless the Client has the permission of the owner of the system or network;
- 3.2.3 monitor data or traffic on any network or system unless the Client has the permission of the owner of the system or network;
- 3.2.4 interfere with the provision of any service (including a Service) to any other person, system or network, or adversely affect the operation of any service, system or network (including those of Calligo), whether by mail bombing, flooding, overloading any system or network, broadcast attack, transmissions causing a system or network crash, or in any other way;
- 3.2.5 use an account or an IT system unless the Client has the owner's permission to do so;
- 3.2.6 collect information by deceit;
- 3.2.7 collect information by, without limitation, internet scamming, password theft, phishing, security hole scanning;
- 3.2.8 distribute software which covertly gathers information about a user or covertly transmits information about a user;
- 3.2.9 violate generally accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations;
or
- 3.2.10 carry out any other unlawful or illegal activity.
- 3.3 The Client must not omit, remove, falsify or misrepresent any transmission information, including but not limited to any:
 - 3.3.1 TCP-IP packet header, message header; or IP address.

4 E-Mail

- 4.1 The Client must not use any Service to:
 - 4.1.1 send unsolicited commercial messages or communications in any form (Spam); or
 - 4.1.2 send any email if its content breaches this Policy.
- 4.2 The Client must ensure that all marketing and other commercial emails sent using a Service comply with industry best practice, and all laws and regulations which apply to the Client's activities.

5 Internet Fair Use Policy

- 5.1 Some Services include Internet connectivity as a bundled service. Such Internet, or IP, feed is subject to a fair use policy. This means that Client's use should conform

to the normal usage patterns for such a service and failure to do so may result in suspension or termination of the service.

- 5.2 For example, CloudDesk users have access to the Internet to browse business related web sites. The service is not designed for organisations that, for example, regularly upload, download or stream large files such as videos, music, Photoshop or other graphic files.
- 5.3 Another example is CloudWeb which is primarily designed for the hosting of simple business and e-commerce websites and is not appropriate for the hosting of, for example, large multimedia content.
- 5.4 The above are examples only and are not intended as an exhaustive list of acceptable and unacceptable Internet bandwidth or other resource usage. Calligo can provide additional bandwidth or cloud resources as chargeable services.

6 Changes to this Policy

- 6.1 The internet, how it is used and may be misused, and the law relating to that use and misuse frequently change. Therefore Calligo reserves the right to update or modify this Policy from time to time without prior notice by publishing the revised version of this Policy on its website. Although Calligo may (but is not obliged to) notify a Primary Contact by email of any changes to this Policy, it is the Client's responsibility to check the Calligo website at <http://www.calligo.cloud/licences> for updates and modifications to this Policy. Those updates and modifications will be binding on the Client (irrespective as to whether or not the Client has checked for changes and/or whether or not Calligo has given notice of any such changes).