

# Invenias Acceptable Use Policy

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## 1. Introduction

1.1 Invenias makes available certain software, services and securely accessible web-pages from time to time (Service). This Acceptable Use Policy (AUP) sets out the terms upon which the Service may be accessed and used. Each user of the Service from time to time (User) is required to comply with this AUP as well as any and all applicable laws and regulations in full. Each User is responsible for the content, data, information or messages that they post, distribute or otherwise make available using the Service. This AUP is incorporated into each agreement for the provision of services by Invenias (Agreement). Any Invenias customer (Customer) bound by an Agreement shall ensure any employee, consultant, client, candidate or third party it permits or invites to use the Service shall be aware of and shall comply with the terms of this AUP.

## 2. Misuse of the Service

2.1 The Service may not be used in a manner that causes or is likely to cause harm to any computer system owned, operated or used by Invenias, Invenias' suppliers or other internet users.

2.2 The Service may not be used:

- (a) to access, store, distribute or transmit any computer viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- (b) to access, store, distribute or transmit any material that:
  - (i) is unlawful, harmful, threatening, defamatory, obscene, deceitful, infringing, harassing, morally repugnant or racially or ethnically offensive;
  - (ii) facilitates illegal activity;
  - (iii) depicts sexually explicit images;
  - (iv) promotes unlawful violence; or
  - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- (c) to access or use another person's account or computer without the owner's permission;
- (d) in a way which is intended to conceal identity or contact information;
- (e) in such a way to extract and/or re-utilise parts of the content of any elements of the Service without Invenias' express written consent. In particular, data mining, robots, or similar data gathering and extraction tools may not be used to extract (whether once or many times) for re-utilisation any substantial parts of the content of the Service, without Invenias' express written consent; or

(f) in a manner that is otherwise illegal or causes damage or injury to any person or property.

2.3 The Service may not be probed, scanned, penetrated or vulnerability tested, or attempts made to breach applicable security or authentication measures, whether by passive or intrusive techniques.

### 3. **Communications**

3.1 The Service may only be used to transmit bulk communications:

- (a) in accordance with applicable laws and industry guidelines in each jurisdiction in which it is used;
- (b) if the sender:
  - (i) has a publicly available privacy policy posted for each domain associated with the transmission and the means to track anonymous complaints;
  - (ii) does not obscure the source of the communication; and
  - (iii) includes the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail; and
  - (iv) if the intended recipients have given consent to receive such communications via some affirmative means, such as an opt-in procedure, and you can and will produce the evidence of such consent within 72 hours of receipt of a request by the recipient or Invenias.

### 4. **Breaches of this AUP**

4.1 In the event of a breach of this AUP Invenias may, acting in its entire discretion and without notice, liability or prejudice to its other rights, disable access to the Service and/or any material that breaches or is in contravention of the provisions of this AUP.

4.2 It is the responsibility of both the User and the Customer to ensure their full compliance with this AUP at all times. Use of the Service to assist another person in an activity that would violate this AUP is a violation of this AUP.

### 5. **Updates**

5.1 Invenias may from time to time amend this AUP to introduce further reasonable restrictions on use of the Service by publishing a revised version of the AUP on the Invenias website or Service.

5.2 The revised AUP will become effective in respect of any User or Customer on the earliest of: (a) completion of a new agreement for any new services from Invenias that incorporates the revised AUP by reference, or (b) thirty (30) days following posting of the updated AUP on the Invenias website or Service.

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