

ACCEPTABLE USE POLICY



Parties.

This Acceptable Use Policy confirms the agreement between Beyond Encryption Limited, a company registered in England and Wales (company number 00814096) and whose registered company address is 1, Gloster Court, Whittle Avenue, Fareham, Hampshire PO15 5SH, our VAT number is 280809881, (referred to as "**BE**", "**Us**", "**We**" or "**Our**") and the organisation or individual agreeing to these terms ("**The Customer**", "**You**" or "**Your**"). It governs the use of Our email encryption services by You ("**User**"). This agreement applies whether You purchase the Services directly from Us (or via an Introducer Affiliate or via Reseller).

This Acceptable Use Policy sets out the required conditions under which You may access and use Our Services under the terms of Your End User Licence Agreement.

This policy applies to all users both Business and Individual of Our Services.

The Services.

The Services provided by Beyond Encryption include, but are not limited to:

- the provision of secure email systems which enables Users, in accordance with compatible software, to apply encryption to their existing email facility. This is not an alternative email service.
- secondary authentication service provider integration:
 - Example: Short Message Service (SMS) provision.
- large file transfer.
- the provision of metrics to assist in securing Your online identity and messaging.

This agreement covers the following email encryption services ("Services"):

- a Service which allows users to apply encryption to their standard email facility, thereby enabling them to send and receive emails with enhanced security features and allowing the administrative user of the account to control individual employee user accounts via a console.
- an Automated Delivery Service providing an email encryption service, with additional email automation and functionality, allowing the solution to be accessed and deployed by way of technical services, without input from an operator.

In order to send secure communication using Maillock you need:

- software installed on Your device, hereafter referred to as an "**Adapter**". A regularly updated list of Adapters can be found on the Beyond Encryption website.

The Services may be subject to minimum compatible mobile or computer device specifications and browser or operating system requirements. These requirements together with information on increased accessibility for the Services through an Outlook Add-in and Applications can be found at Our Beyond Encryption website.

Your use of Our Services including Our Website or one, or more, of Our Adapters means that you accept, and agree to abide by this policy, Our Privacy Policy, Data Protection Policy and the terms outlined in Your End User Licence Agreement.

Prohibited Uses

You may use our Website or Adapters only for lawful purposes.

You may not use our Website or Adapters:

- in any way that breaches any applicable local, national or international law or regulation.
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm minors in any way.
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards which are detailed below.
- to knowingly transmit any data, send or upload any material that contains 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.
- as an individual or company for email broadcast or high-volume activity that may be automated or manually initiated unless explicitly agreed by way of contract.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our Website.
- not to access without authority, interfere with, damage or disrupt:
 - any part of our Website.
 - any equipment or network on which our Website is stored.
 - any software used in the provision of our Website.
 - any equipment or network or software owned or used by any third party.
- to only register email addresses that are associated with / controlled by you.

You shall not, except as may be allowed by any applicable law, which is incapable of exclusion by agreement:

- attempt to copy, modify, duplicate create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Technology or Services in any form or media or by any means.
- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Technology or the Services.
- create any software that is substantially like the Technology or the Services.

You shall not provide or otherwise make available the technology in whole or part (including object and source code) in any form to any person without prior written consent from Beyond Encryption.

You have no right to have access to the Technology in source-code form.

You have no right to “Pass off” yourselves as Beyond Encryption or the Services or an authorised representative of Beyond Encryption.

Interactive Services.

We may from time to time provide interactive services on our Website, including, without limitation, chat rooms and bulletin boards (“Interactive Services”).

Where We do provide any Interactive Service, We will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for ‘minors’) from third parties when they use any Interactive Service provided on our Website, and We will decide in each case whether it is appropriate to use moderation of the relevant services (including what kind of moderation to use) in the light of those risks. However, We are under no obligation to oversee, monitor or moderate any Interactive Service We provide on our Website, and We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any Interactive Service should be made aware of the potential risks to them.

Where We do moderate an Interactive Service, We will provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content Standards.

These content standards apply to any and all material which you contribute to our Website (“**Contributions**”), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts).
- be genuinely held (where they state opinions).
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person.
- contain any material which is obscene, offensive, hateful or inflammatory.
- promote sexually explicit material.
- promote violence.
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any copyright, database right or trade mark of any other person.
- be likely to deceive any person.
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- promote any illegal activity.
- be threatening, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety.
- be likely to harass, upset, embarrass, alarm or annoy any other person.
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- give the impression that they emanate from us, if this is not the case.
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and Termination.

We will determine, at our discretion, whether there has been a breach of this or any other Beyond Encryption policy through your use of our Website. When a breach of this policy has occurred, We may take such action as We deem appropriate.

Failure to comply with this policy may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Website.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as We reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this policy. The responses described in this policy are not limited, and We may take any other action We reasonably deem appropriate.

Policy Review.

This policy will be regularly reviewed to incorporate any legislation or regulatory changes. Any changes or updates to the Policy will be published on our website. By accepting this policy, you confirm your agreement to regularly check the website for updates which are legally binding on you. Some of the provisions contained in this policy may also be superseded by provisions or notices published elsewhere on our Website.