

DAS Acceptable Use Policy

This Acceptable Use Policy was published on 3 February 2023.

1 Introduction

1.1 This Acceptable Use Policy (as Updated from time to time) is incorporated into our Agreement pursuant to the DAS Terms. It governs how the Customer, Authorised Affiliates and Authorised Users may access and use the Services.

1.2 Defined terms in this Acceptable Use Policy shall have the meaning given in the DAS Terms as applied by our Agreement and the same rules of interpretation apply. In addition, in this Acceptable Use Policy the following definitions have the meanings given below:

DAS Terms means the latest version of the document available at <https://operationalsolutionsltd.co.uk/terms>, as Updated from time to time; and

Virus means any virus, disabling code (including code intended to limit or prevent any use of any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware).

1.3 The Customer, Authorised Affiliates and Authorised 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, the Customer (on its own behalf and on behalf of all Authorised Affiliates and Authorised 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 OSL 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 OSL or any other person or entity (including any denial of service and similar attacks, any attack or similar event involving drones or similar unmanned vehicles);
- 2.1.7 in any matter that supports or could support disruption of the operations, business, equipment, websites or systems of OSL or any other person or entity (including any surveillance, situational intelligence or similar activity).
- 2.1.8 in any manner that harms or may endanger minors or any other person;
- 2.1.9 in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
- 2.1.10 to promote any unlawful activity;
- 2.1.11 to represent or suggest that OSL endorses any other business, product or service unless OSL has separately agreed to do so in writing;
- 2.1.12 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
- 2.1.13 to gain unauthorised access to or use of any property of any person;
- 2.1.14 in any manner which may impair any other person's use of the Services or use of any other services provided by OSL to any other person;
- 2.1.15 to attempt to circumvent any security controls or mechanisms;
- 2.1.16 to attempt to circumvent any password or user authentication methods of any person;
- 2.1.17 in any manner inconsistent with our Agreement, the relevant User Manual or any instructions provided by OSL from time to time; or
- 2.1.18 in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in our Agreement.

3 Communication standards

- 3.1 Any communication made in respect of the Services by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in OSL's discretion, acting reasonably.

4 Linking and other intellectual property matters

- 4.1 As a condition of use of the Services, the Customer (on its own behalf and on behalf of all Customer Affiliates and Authorised 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 OSL's permission together with that of the owner of such trade marks or logos; or
- 4.1.3 use OSL's trade marks, logos or trade names in any manner.