

## XERETEC OFFICE SYSTEMS LIMITED

### Acceptable Use Policy

This Acceptable Use Policy (“AUP” or “Policy”) describes actions by Users that are prohibited by Xeretec Office Systems Limited and its affiliates and subsidiaries (“Xeretec”).

“Users” means any user or Customer of any and all Xeretec provided services (“Service” and/or “Services”), including, without limitation:

- (a) managed print services;
- (b) support services;
- (c) Leased or financed services;
- (d) Software as a service;
- (e) Device as a service; and
- (f) services provided by Xeretec as reseller only and any form of pass-through services

that are provided by Xeretec pursuant to any applicable customer agreement, including, without limitation, any applicable terms of service and/or supplements to any applicable agreement(s) (which Users must accept as a condition to receiving any Services from Xeretec).

This AUP is subject to update from time to time with such updates effective upon posting at [www.xeretec.co.uk](http://www.xeretec.co.uk) Users should review this Policy regularly.

1. Services are to be used only for lawful and appropriate business purposes.
2. Users must use any Services only in a manner that is consistent with any authorised use or purpose of such Services as determined in its absolute discretion by Xeretec. Users will not engage in any legal or illegal activity that either directly or indirectly:
  - (i) harms Xeretec including its’ businesses and those of its affiliates and subsidiaries;
  - (ii) harms any network, website, equipment or system owned or operated by Xeretec, the Services and/or any User, or
  - (iii) interferes with any network, website or system operated by Xeretec and/or the provision or use of the Services by Xeretec or any User.
3. Services may not be used for any illegal, improper, and/or inappropriate purposes.
  - 3.1. Illegal purposes include, but are not limited to:
    - (a) using any Service in violation of, or to circumvent the effect and application of any law, rule, or regulation; or
    - (b) engaging in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior
  - 3.2. Improper and/or inappropriate uses include, but are not limited to:
    - (a) posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;

- (b) calling, messaging, storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
- (c) posting or transmitting any information or software that contains a virus worm, cancelbot or other harmful component; without permission from the owner of a system or network, doing any of the following: (a) accessing the system or network, (b) monitoring data or traffic, (c) probing, scanning, and/or testing firewalls, (d) testing the vulnerability of a system or network or (e) breaching the security or authentication routines of a system or network;
- (d) conducting or forwarding surveys, contests, pyramid schemes, charity requests or chain letters;
- (e) relaying e-mail in an anonymous fashion or forging any TCP-IP packet header;
- (f) mailbombing, flooding, overloading, attacking or otherwise interfering with a system, website or network;
- (g) sending unsolicited calls, messaging, e-mailings (including, without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints;
- (h) operating a server in connection with the Services in an "open relay" configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user);
- (i) falsifying User or other identifying information provided to Xeretec or to other Users of the Services;
- (j) use of any Services in violation of any trademark, copyright, or any other intellectual property protection law or provision, or AUP policy of any third party provider;
- (k) use of any Services for the purposes of engaging in an activity in connection or conjunction with any pornographic and/or adult entertainment industry purpose, regardless of whether such activity is lawfully permitted;
- (l) illegally downloading music, films, software and other digital goods;
- (m) attempting to bypass any web filter to access any blocked material;
- (n) Sharing or leaking passwords or other credentials that are used to provide access to Xeretec equipment, services, accounts and other Xeretec assets
- (o) auto-dialing or predictive-dialing (sometimes referred to as "robo-dialing");
- (p) continuous or extensive chat line or conference call participation,
- (q) use of free conference calling or similar services that Xeretec in its sole discretion deems unacceptable to participate in traffic stimulation practices or schemes that result in excessive charges;
- (r) use of an open telephone line as a monitoring, intercom or similar service;
- (s) repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;
- (q) long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24-hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
- (r) use of call Services which do not consist of uninterrupted live human

- voice dialog by and between natural human beings;
- (s) restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet; or
  - (t) engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by Xeretec, or otherwise involving the Services or any Xeretec account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities.

#### **Remedies:**

Xeretec reserves the right, at its sole discretion, to determine if a Service is being used for any of the foregoing purposes or activities.

1. Violation of this Policy may result in civil or criminal liability, and Xeretec in its sole discretion, in addition to any remedy that it may have at law or in equity, may immediately terminate permission for the User to use the Services, or any portion of the Services, and may charge User any applicable rates and cancellation or termination fees. In addition, Xeretec may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to Xeretec stating that they have been harmed by a User's failure to abide by this Policy or the policies listed above. In respect of any violation, Xeretec may bring legal action to obtain an injunction or otherwise, and/or collect damages caused by any violation of any part of this Policy.
2. Any violations or attempted violations of this Policy by any User (or any third party on behalf of any User) will constitute a violation of this Policy by the User and a material breach of any applicable customer agreement, including, without limitation, any applicable terms of service and/or supplements or amending agreements to any applicable agreement(s).
3. Xeretec's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of Xeretec's rights.
4. **XERETEC WILL NOT BE LIABLE, IN ANY CIRCUMSTANCES, TO ANY USER OR THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTS OR OMISSIONS ARISING FROM THIS POLICY, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, WASTED OR UNNECESSARY EXPENDITURE WHETHER ON DUPLICATE SYSTEMS OR OTHERWISE, EVEN IF XERETEC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOUR OF XERETEC IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN XERETEC AND ANY APPLICABLE USER AND WILL APPLY WHETHER THE ACTION IN WHICH RECOVERY IS SOUGHT IS BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR ANY APPLICABLE LAWS.**

#### **Customer Agreements:**

1. Nothing in this Policy will limit or be deemed a waiver of any rights or protections of Xeretec pursuant to any written agreement between Xeretec and any applicable User. This Policy will be read in conjunction with any such written agreement and not in conflict with any such agreement. This Policy, in conjunction with any such agreement, supersedes any other oral or written representations or agreements made by Xeretec and/or its representatives regarding the Services.
2. Subject to any arbitration, forum or choice of law provisions of any written agreement

between Xerotec and any applicable User:

- (i) this Policy will be governed by, construed under and enforced in accordance with the laws of England and Wales without reference to its choice of law principles or the United Nations Convention on the International Sale of Goods; and
  - (ii) in the event any party brings a civil action or initiates judicial proceedings of any kind related to this Policy (except for actions to enter or collect on judgments), Users hereby consent to the exclusive jurisdiction and venue of the courts located in England and Wales.
3. If any provision of this Policy is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Policy will not be affected thereby.