

Maplebrook Group Limited

Software as a service (SaaS) Agreement

Acceptable Use Policy

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This current consolidated Acceptable Use Policy was published on 30 September 2020. For details of Updated provisions, see: <https://edge.maplebrook.co.uk/termsandconditions/Maplebrook-SaaSAcceptableUsePolicy.pdf>

1 Introduction

- 1.1 This Acceptable Use Policy (as may be Updated from time to time) is incorporated into our Agreement pursuant to the Master SaaS Terms. It governs how the Customer, Authorised Affiliates and Authorised Users may access and use the Services. For the avoidance of doubt, the rights and obligations of the parties as set out in the Master SaaS Terms shall apply to this Acceptable Use Policy.
- 1.2 Expressions defined in the Master SaaS Terms and used in this Acceptable Use Policy shall have the meaning set out in the Master SaaS Terms. The rules of interpretation set out in the Master SaaS Terms apply to this Acceptable Use Policy. In addition, in this Acceptable Use Policy the following definitions have the meanings given below:

Master SaaS Terms means the latest version of the document available at <https://edge.maplebrook.co.uk/termsandconditions/Maplebrook-SaaSAcceptableUsePolicy.pdf>, as may be Updated from time to time; and

Virus means any virus, disabling code (including code intended to limit or prevent any use any software or system) or other malicious software (including malware, time-bombs, keystroke loggers, trojan horses, ransomware and spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware).

- 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 thereof) 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 shall not, and shall procure that the Authorised Affiliates and each Authorised User shall not, 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 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

- 2.1.5 to simulate communications from the Supplier 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 the Supplier or any other person or entity (including any denial of service and similar attacks);
- 2.1.7 in any manner that harms or may endanger minors or any other person;
- 2.1.8 in connection with any service, use or purpose where the failure of the Services (or any part thereof) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
- 2.1.9 to promote any unlawful activity;
- 2.1.10 to represent or suggest that the Supplier endorses any other business, product or service unless the Supplier has separately agreed to do so in writing;
- 2.1.11 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
- 2.1.12 to bully, insult, intimidate or humiliate any person;
- 2.1.13 to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Supplier's content standards (as notified to the Customer from time to time);
- 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 the Supplier 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 or with the relevant User Manual or other instructions provided by the Supplier from time to time;
- 2.1.18 in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in our Agreement; or
- 2.1.19 in a manner which may cause damage to the Supplier's brand, reputation or business.

3 Customer data and communication standards

- 3.1 Any Customer Data or communication made on or using the Services by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in the Supplier's discretion, acting reasonably. In particular, the Customer warrants and undertakes, and shall procure that the Authorised Affiliates and each Authorised User warrants and undertakes, that any Customer Data and each such communication shall at all times be:

- 3.1.1 submitted lawfully and without infringement of any Intellectual Property Rights of any person;
- 3.1.2 free of any Virus (at the point of entering the Subscribed Service or Supplier's systems);
- 3.1.3 not advocate, promote, incite any party to commit, or assist any unlawful or criminal act;
- 3.1.4 factually accurate;
- 3.1.5 provided with the necessary consent of any third party;
- 3.1.6 not breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 3.1.7 not defamatory or likely to give rise to an allegation of defamation;
- 3.1.8 not obscene, seditious, vulgar, pornographic, sexually explicit, violent, discriminatory or deceptive;
- 3.1.9 not abusive, threatening, offensive, harassing or invasive of privacy;
- 3.1.10 not likely to deceive any person;
- 3.1.11 not discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 3.1.12 not be in content of court;
- 3.1.13 not liable to offend religious sentiments or deeply held beliefs; and
- 3.1.14 unlikely to cause offence, embarrassment or annoyance to any person; and
- 3.1.15 not contain any advertising or promote any services or web links to other sites or services.

4 Linking and other intellectual property matters

- 4.1 As a condition of use of the Services, the Customer shall not, and shall procure that the Authorised Affiliates and each Authorised User shall not:
 - 4.1.1 create a frame or any other browser or border environment around the content of the Services (or any part thereof);
 - 4.1.2 display any of the trademarks or logos used on the Services without the Supplier's permission together with that of the owner of such trademarks or logos; or
 - 4.1.3 use the Supplier's trademarks, logos or trade names in any manner.

5 Monitoring

The Supplier is under no obligation to oversee, monitor or moderate the Customer, Authorised Affiliates and/or each Authorised User use of the Services, communication or

compliance with this Acceptable Use Policy, and the Supplier expressly exclude its liability for any loss or damage arising from the use of the Services in contravention of this Acceptable Use Policy, whether the service is moderated or not.

6 Bandwidth

The Maplebrook EDGE platform, otherwise known as the EDGE, is a responsive web-based application. That it is designed to render on most screen types and sizes, viewed through a 'Grade A' browser, such as Microsoft Edge, Firefox, Google Chrome and Safari.

It is the intention that the application will be available 24 hours a day, 365 days a year, UNLESS NOTIFIED by Maplebrook Group Limited. This will periodically happen for essential maintenance purposes. The Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), Authorised Affiliates and/or Authorised Users, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise for any interruption in the Services (or any part thereof) or application, or the unavailability of the Services (or any part thereof) or application for any time.

7 Storage

As part of producing LPA, Will and Trust products withing the EDGE, some ancillary documents will need to be uploaded to complete the relevant processes.

As the EDGE is a web-based, cloud-based application, storage of ancillary documents is also therefore cloud-based.

The EDGE does not restrict the number of documents that can be uploaded per sae. However, the application does impose a maximum file size of 1.6MB per uploaded document.

8 Breach of this policy

Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms of the Agreement to which the Master SaaS Terms shall apply.

9 Governing Law

The terms of this Acceptable Use Policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. The parties agree to the exclusive jurisdiction of the courts of England and Wales.