



## **Acceptable Use Policy**

# Pervasive Telemetry Pty Limited

ABN 90 042 341 785

## Acceptable Use Policy

Effective: 15 November 2016

This Acceptable Use Policy sets out a list of acceptable and unacceptable conduct for our Services. If we believe a violation of the policy is deliberate, repeated or presents a credible risk of harm to other users, our customers, the Services or any third parties, we may suspend or terminate your access. This policy may change as Pervasive Telemetry grows and evolves, so please check back regularly for updates and changes. Capitalized terms used below but not defined in this policy have the meaning set forth in the User Terms of Service.

### Do:

- comply with all User Terms of Service, including the terms of this Acceptable Use Policy;
- comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies;
- where authorised by Customer, upload and disseminate only Customer Data to which Customer owns all required rights under law and under contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) and do so only consistent with applicable law;
- use commercially reasonable efforts to prevent unauthorised access to or use of the Services;
- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your access in connection with the Services;
- promptly notify Customer and us if you become aware of or reasonably suspect any illegal or unauthorised activity or a security breach involving your access, including any loss, theft, or unauthorized disclosure or use of a username, password, or account; and
- comply in all respects with all applicable terms of the third party applications, including any that Customer elects to integrate or associate with the Services that you access or subscribe to in connection with the Services.

### Do Not:

- permit any third party that is not an Authorised User to access or use a username or password for the Services;
- share, transfer or otherwise provide access designated for you to another person;

- use the Services to store or transmit any Customer Data that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property, or that may be tortious or unlawful;
- upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully accesses or downloads content or information stored within the Services or on the hardware of Pervasive Telemetry or any third party;
- attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services (including any mechanism used to restrict or control the functionality of the Services), any third party use of the Services, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- attempt to gain unauthorised access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- use the Services in any manner that may harm minors or that interacts with or targets minors;
- impersonate any person or entity, including, but not limited to, an employee of ours, an "Administrator", an "Owner", or any other Authorised User, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
- use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organisation(s) designated by government as a foreign terrorist organisation pursuant to laws and regulations concerning national security, defense or terrorism;
- access, search, or create access to the Services by any means other than by our supported processes or mechanisms;
- send unsolicited communications or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- use contact or other user information obtained from the Services (including email addresses) to contact Authorised Users outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for Authorised Users for use outside of the Services; or
- authorise, permit, enable, induce or encourage any third party to do any of the above.

### **Contacting Pervasive Telemetry**

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 Thornleigh, NSW 2120, Australia  
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