

Open GI Acceptable Use Policy (AUP) for Software and Services

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1 Introduction

1.1 This Acceptable Use Policy (as Updated from time to time) is incorporated into our agreement pursuant to the Conditions of Business for the Supply of Software and Services and the General Terms and Conditions (collectively, the “Agreement”). It governs how the Client and Users may access and use the Software and Services.

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

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 Client and Users are only permitted to use and access the Software and Services in accordance with the terms of the Agreement. Use of the Software and 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 Client (on its own behalf and on behalf of all Users and authorised third parties) agrees not to use the Software or Services (or any part thereof) nor permit them to be used:

2.1.1 for any purpose that is unlawful or fraudulent under any applicable law or prohibited by this Acceptable Use Policy or the Agreement including obtaining or attempting to obtain access to the Software or Services by any trick, scheme, false representations, device or by or through any other fraudulent means whatsoever to avoid payment in whole or in part;

2.1.2 to attempt to circumvent any security controls or mechanisms or circumvent any password or user authentication methods of any person;

2.1.3 to attempt or to actually obtain, access, alter, or destroy the data files, programs, procedures, Database and /or information of the Software or Services or of any other users of the Software or Services or to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any other person;

2.1.4 in such a manner as to interfere or impair unreasonably with the use of Software or Services by any other user or authorised person;

2.1.5 to send any messages or other communication, which is in breach of any laws, codes or regulations including for the purposes of promoting unsolicited advertising or sending spam;

2.1.6 to intentionally or negligently create and/or introduce and/or distribute any Virus, worm, trojan horse, malware, ransomware or other destructive or contaminating program;

2.1.7 to transfer or process a person’s personal data (including e-mail addresses or placement of “cookies” on User’s computers) without a lawful basis for doing so;

- 2.1.8 to carry out invisible processing when using the Software or Services (including placing web bugs and other monitoring devices on computers accessing the Software);
- 2.1.9 to tamper with APIs, routing and domain name services in order to “spoof” other computer networks and users;
- 2.1.10 to attempt to gain access to or gain access to information which contains enquiry or transaction volumes relating to other product providers or users using the Software or Services;
- 2.1.11 to simulate communications in order to maliciously collect identity information, authentication credentials, or other information (‘phishing’);
- 2.1.12 in any manner that disrupts the operations, business, equipment, websites or systems of Open GI or any other person or entity (including any denial of service and similar attacks);
- 2.1.13 in any manner that harms or may endanger minors or any other person or causes damage or loss to any tangible property or the environment;
- 2.1.14 to promote any unlawful activity;
- 2.1.15 to represent or suggest that Open GI endorses any other business, product or service unless Open GI has separately agreed to do so in writing;
- 2.1.16 in any manner inconsistent with our Agreement or the relevant Documentation,
- 2.1.17 in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in our Agreement.
- 2.1.18 to perform any other malicious act or misuse not explicitly stated above which could lead to damage, destruction or downgrading of the Software or Services.

3 Client Data and communication standards

- 3.1 Any Client Data or Content or communication made on or using the Software or Services by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in Open GI’s discretion, acting reasonably. In particular, the Client warrants and undertakes that any Client Data, Content 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 any of the Software or Services);
 - 3.1.3 factually accurate;
 - 3.1.4 provided with all necessary consents of all relevant third parties;
 - 3.1.5 not defamatory or likely to give rise to an allegation of defamation;

- 3.1.6 not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
- 3.1.7 not abusive, threatening, offensive, harassing or an invasive of privacy;
- 3.1.8 free of any content or activity that is, or may reasonably be suspected to be, unlawful or terrorist in nature;
- 3.1.9 not racist, sexist or xenophobic;
- 3.1.10 not of a nature that any courts, regulators, law enforcement authorities or other governmental authorities may order be blocked, deleted, suspended or removed;
- 3.1.11 not liable to offend religious sentiments or deeply held beliefs; and
- 3.1.12 unlikely to cause offence, embarrassment or annoyance to any person.

4 Linking and other intellectual property matters

- 4.1 As a condition of use of the Software and Services, the Client (on its own behalf and on behalf of all Users) and each User agrees not to:
 - 4.1.1 create a frame or any other browser or border environment around the content of the Software or Services (or any part);
 - 4.1.2 display any of the trademarks or logos used on the Software or Services without Open GI's permission together with that of the owner of such trademarks or logos (as the case may be); or
 - 4.1.3 use Open GI's trademarks, logos or trade names in any manner.

5 Fair Usage

Open GI offers multi-tenant Software and Services which are used concurrently by a number of Clients. Clients shall at all times adhere to any prescribed storage, compute, load, network or bandwidth allocations or limits as may be contained in any Order Forms or Documentation.

To prevent the negative effect of excessive draw on resources for users of our Software and Services, Open GI monitors the traffic and usage across our network. Where a Client significantly deviates from the expected average use of the Software and Services, or if Open GI detect a situation or anomaly that results in an unexpected spike in traffic from a Client, we will contact that Client to discuss the usage.

Where increased usage is caused by the normal growth of users and customers, we will scale the resources available in accordance with the contracted for Software or Services. If we detect a situation that reflects abnormal use or that could lead to an overall decrease in service for Clients, we will contact you to discuss the situation.

In some exceptional situations, we may temporarily intervene by limiting the available compute resource or throttling the available bandwidth.