

Schedule 1 (Acceptable Use Only)

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comgem®

Schedule 1 (Acceptable Use Policy)

1. Introduction

- 1.1. This acceptable use policy (the “**Policy**”) sets out the rules governing:
 - 1.1.1. the use of the platform, any successor platform, and the services available on that platform or any successor platform (the “**Services**”); and
 - 1.1.2. the transmission, storage and processing of content by you, or by any person on your behalf, using the Services (“**Content**”).
- 1.2. References in this Policy to “you” are to any customer for the Services and any individual user of the Services (and “your” should be construed accordingly); and references in this Policy to “us” are to Comgem Ltd (and “we” and “our” should be construed accordingly).
- 1.3. By using the Services, you agree to the rules set out in this Policy.
- 1.4. We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.
- 1.5. You must be at least 18 years of age to use the Services; and by using the Services, you warrant and represent to us that you are at least 18 years of age.

2. General usage rules

- 2.1. You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
- 2.2. You must not use the Services:
 - 2.2.1. in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
 - 2.2.2. in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
 - 2.2.3. You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

- 3.1. Content must not be illegal or unlawful, must not infringe any person’s legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.2. Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:
 - 3.2.1. be libellous or maliciously false;

3.2.2.be obscene or indecent;

3.2.3.infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

3.2.4.infringe any right of confidence, right of privacy or right under data protection legislation;

3.2.5.constitute negligent advice or contain any negligent statement;

3.2.6.constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

3.2.7.be in contempt of any court, or in breach of any court order;

3.2.8.constitute a breach of racial or religious hatred or discrimination legislation;

3.2.9.be blasphemous;

3.2.10. constitute a breach of official secrets legislation; or

3.2.11. constitute a breach of any contractual obligation owed to any person.

3.3. You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

4.1. Content must be appropriate for all persons who have access to or are likely to access the Content in question.

5. Factual accuracy

5.1. Content must not be untrue, false, inaccurate or misleading.

6. Etiquette

6.1. Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

6.2. Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

6.3. You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.

6.4. You must not use the Services for the purpose of deliberately upsetting or offending others.

6.5. You must at all times be courteous and polite to other users of the Services.

7. Monitoring

7.1. You acknowledge that we may actively monitor the Content and the use of the Services.

8. Data mining

8.1. You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

9. Hyperlinks

9.1. You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

10. No spam

10.2 Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.

10.3 You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that you find using the Services.

10.4 You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.