

IMPERO ACCEPTABLE USE POLICY

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SOFTWARE. This AUP governs your use, access and distribution of the products provided to you by Impero (the “Software”), as well as any other services or activities provided to you (together, the “Services”). By using our Services, you confirm that you accept the terms of this policy and that you agree to comply with them. If you do not agree to these terms, you must not use our Services.

Who we are and how to contact us

The site www.imperosoftware.com and its related Services are operated on behalf of the Impero Group. The Impero Group forms part of any and all subsidiary companies of Impala Bidco Limited, a company incorporated in England and Wales with registration number 10878303, registered at Oak House, Mere Way Ruddington Fields Business Park, Ruddington, Nottingham, England, NG11 6JS, consisting of Impero Companies and Netop Companies, as identified in the Organisation Structure, available at <https://www.imperosoftware.com/uk/policies-terms/>.

To contact us in relation to this AUP, please email legal@imperosoftware.com

Prohibited uses

You may use our Services only for lawful purposes. You may not use our Services:

- To engage in, foster or promote illegal, abusive, or irresponsible behaviour.
- In any way that breaches any applicable local, national, or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- Except to the extent that such content is educational content or is necessary for the purposes of safeguarding the wellbeing of students in a lawful manner, you may not publish, transmit, or store on or via the Services any content or links to any content that:
 - Constitutes, depicts, fosters, promotes or relates in any manner to any sexual activity.
 - Is excessively violent, incites or threatens violence, contains harassing content or hate speech.
 - Is unfair or deceptive.
 - Is defamatory or violates a person’s privacy.
 - May harm or attempts to harm minors in any way.
 - Is used to bully, insult, intimidate or humiliate any person.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm users of the Services or expose them to liability.

You also agree:

- Not to attempt to probe, scan, penetrate, or test the vulnerability of an Impero system or network, or to breach the Impero security or authentication measures in any form (actively or passively).
- Not to use the Services in a manner that infringes on or misappropriates the rights of a third party in any work protected by copyright, trade or service mark, invention or other intellectual property or proprietary information. It is Impero’s policy to terminate a Customer contract where a Customer or its End Users repeatedly infringe this in appropriate circumstances.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our Services;
 - any equipment or network on which our Services is stored;
 - any software used in the provision of our Services; or
 - any equipment or network or software owned or used by any third party.

Interactive services

We may from time to time provide interactive services on our site, including, without limitation:

- Discussion groups.
- Bulletin boards.

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Code of Conduct

When using the interactive services we expect all users to comply with the following code of conduct:

- Respect others. Focus on the content of posts and not on the people making them. Please extend the benefit of the doubt to newer guests and members; there’s no such thing as a stupid question.
- Respect the purpose of the community. Use the community to share successes, challenges, constructive feedback, questions, and goals instead of promote products or services

that you provide. If you've found a product or service helpful, please share your experience with the group in a respectful way.

- Use caution when discussing products. Information posted on the discussion groups and in the libraries is available for all to see, and comments are subject to libel, slander, and antitrust laws.
- All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited. Do not post anything that you would not want the world to see or that you would not want anyone to know came from you.
- Respect intellectual property. Post content that you have personally created or have permission to use and have properly attributed to the content creator.
- Post your message or documents only to the most appropriate communities. This helps ensure all messages receive the best response by eliminating "noise."

Discussion Group Etiquette

When participating in discussion groups on our site you should:

- state concisely and clearly the topic of your comments in the subject line. This allows members to respond more appropriately to your posting and makes it easier for members to search the archives by subject;
- send messages such as "thanks for the information" or "me, too" to individuals, not to the entire list. Do this by using the "Reply to Sender" link in every message; and
- not send administrative messages, such as "remove me from the list," to the group. Instead, use the web interface to change your settings or to remove yourself from a list. If you are changing email addresses, you do not need to remove yourself from the list and rejoin under your new email address. Simply change your settings in your profile.

Content standards

These content standards apply to any and all material which you contribute to our site ("**Contribution**") and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.

- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

Breach of this policy

When we consider that a breach of this AUP has occurred, we may take such action as we deem appropriate.

Failure to comply with this AUP constitutes a material breach of the terms of use upon which you are permitted to use our Services, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Services.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.

- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Which country's laws apply to any disputes?

USA. If you are based in the USA, and the Customer contract is with Impero Solutions, Inc., then the Agreement is governed by the laws of the State of Texas, USA, exclusive of any choice of law principle that would require the application of the law of a different jurisdiction. Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts in Travis County, Texas, and we each agree not to bring any action in any other venue. You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts.

UAE. If Customer is based in the United Arab Emirates, in the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the Mediation Rules of the DIFC LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 60 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The governing law of the contract shall be the substantive law of Dubai, United Arab Emirates. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be one; and the seat, or legal place, of arbitration shall be the Dubai International Financial Centre (Dubai, United Arab Emirates).

UK, EU, Rest of World. If you are based anywhere else in the world and contracting with any other of the Impero or Netop Companies, then the AUP is governed by the law of England and Wales and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of England and Wales

We may make changes to the terms of this policy

We may update this AUP over time as we deem necessary and appropriate in response to legal or regulatory changes, technology advances, or as we identify new forms of behaviour which pose a risk to our users, shared systems, or is inconsistent with our or our customer's legal obligations.

Last updated: 8th September 2021.