

Acceptable Use Policy ("AUP")

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Acceptable Use Policy ("AUP")

1 General

This Acceptable Use Policy ("**AUP**") is a legal agreement between the relevant Garrison entity listed below ("**Garrison**") and you ("**End User**", "**You**" or "**Your**"), as the individual or legal entity licensing Software under the Garrison End User License Agreement ("**EULA**"). Garrison reserves the right to amend, alter, update or replace the terms of this AUP from time to time. Changes to this AUP will be notified to You in accordance with the terms and conditions of the EULA.

Garrison aims to promote a high level of responsible behaviour in connection with the use of the Internet and the Garrison Hardware and Software (the "**Products**") and for this purpose has created this Acceptable Use Policy, inter alia, to:

- define acceptable practices for the use of any of the Products;
- protect the interests and reputations, and resources of Garrison and its customers;
- protect, as far as Garrison is reasonably able to do, the Internet community as a whole from the improper and/or illegal or criminal behaviour;
- protect Garrison and its customers from any third-party claims alleging that the use of the Garrison Products is inappropriate or creates damage to such third party.

You must read and comply with this AUP and You are responsible for violations of this AUP by anyone using the Products with Your permission (or on an unauthorised basis as a result of Your failure to use reasonable security precautions).

By using any of the Products, You acknowledge that You have read, understood and agreed to comply with the AUP.

You must report any violations of the AUP to Garrison by e-mail to aupviolations@garrison.com, promptly after first becoming aware of such violation and shall provide all reasonable assistance to Garrison to investigate and resolve any reported claims, complaints and/or problems arising out of or in relation to the Products.

Any complaints or enquiries regarding any breach of the AUP should be sent by e-mail to aupviolations@garrison.com.

2 Disclaimer

While Garrison reserves the right to suspend or terminate Your access to the Products, Garrison does not intend to review, monitor or control Content sent or received by You using the Products unless required by law and accordingly Garrison accepts no responsibility or liability to You or any other person for any Content You generate, send or receive through the Products. "**Content**" means software (including machine images), data, text, audio, video or images.

You understand that in using the Products, You may be exposed to Content that You may find offensive, indecent or objectionable and that, in this respect, You use the Products at Your own risk.

You agree that You are solely responsible for any Content that You create, transmit or display while using the Products, and for the consequences of Your actions (including any loss or damage that Garrison may suffer) by doing so.

3 Proprietary rights

Unless Garrison has agreed otherwise in writing with You, nothing gives You a right to use any of Garrison's trade names, trademarks, service marks, logos, domain names and other distinctive brand features.

4 Prohibited use

You must not engage in any activity whether lawful or unlawful which is detrimental to Garrison's operations, reputation, goodwill or customers. The following are non-exclusive examples of use that are strictly prohibited under the AUP and are provided merely as guidelines:

4.1 Illegal Activity

You must only use the Products for lawful purposes and must not use the Products for any purpose which breaches any applicable law, regulation, treaty or tariff. This includes, without limitation, the use, transmission or storing on Garrison's systems of any data or material

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protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorisation, and/or the transmission of any material which constitutes an illegal threat, violates applicable import and export laws (including the transmission of encryption software), is obscene, indecent, defamatory or otherwise in violation of any applicable law including, but not limited to, financial services, consumer protection, unfair competition, anti-discrimination, or false advertising.

4.2 Endangering Garrison

You may not use the Products to engage in any conduct that is likely to result in retaliation against Garrison Products, Garrison or Garrison's employees, officers or agents, including engaging in behaviour that results in any server being the target of a distributed denial of service attack (DDoS); or any action which directly or indirectly results in any of our IP space being listed on any abuse database (i.e. Spamhaus).

4.3 Violation of Other Applicable Acceptable Use Policies

You must not breach the applicable acceptable use policies of any other networks, machines or services which are accessed by or through the Products.

4.4 Vulnerability Testing/Unauthorised Access/Interference

You must not attempt to probe, scan, penetrate or test the vulnerability of Garrison's Products, or to breach Garrison's security or authentication measures, whether by passive or intrusive techniques or gain unauthorised access to, or attempt to interfere with or compromise the normal functioning, operation or security of the Products without Garrison's express written consent.

You must not use the Products to compromise or deny any third party access the Products or the Internet.

You may not use the Products to monitor any data, information or communications without proper authorisation. You must not attempt to gain unauthorised access to the user accounts or passwords of other users, or otherwise violate the privacy of any other users. You must not attempt to intercept, redirect or otherwise interfere with third-party communications intended for another person.

4.5 Fraud, phishing, pharming

You must not attempt to fraudulently conceal, forge or otherwise falsify their or another person's identity in connection with the use of the Products.

4.6 Malicious Programs

You must not intentionally or recklessly introduce malicious programs onto the Products, or the Internet including, but not limited to, computer viruses, spyware, malware, spamware, corrupted data, worms and Trojan Horses.

4.7 Provision of false information

You must not provide false or incorrect information or data to Garrison when signing up for any Products. Garrison reserves the right to suspend or terminate any Product where false or incorrect information or data has been provided.

4.8 No High Risk Use

You may not use the Products in any situation where failure or fault of the Products could lead to death or serious bodily injury of any person, or to physical or environmental damage. You must inform Garrison if You intend to use the Products in connection with aircraft, or other modes of human mass transportation or nuclear or chemical facilities.

4.9 Excessive Usage

If Garrison has reserved specific capacity limitations and/or burst and/or other usage for You in accordance with Your request, Your use of the Products shall not be in excess of those limitations.

4.10 Password Protection and Transfer of Account

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You are responsible for protecting the confidentiality of Your password and user account numbers and may not share either Your password or user account number with any other person. You may not transfer Your account to anyone without the prior written consent of Garrison.

You must report to Garrison any loss of Your password, or any other situation in which You believe the security of Your password may have been compromised, promptly after first becoming aware of such loss or other situation by e-mail to customer.success@garrison.com.

4.11 Copyright

You must only use the Products in accordance with all applicable intellectual property laws.

For the avoidance of doubt, Garrison does not accept any responsibility or liability to owners or other users of any Intellectual Property Rights, for the acts and/or omissions of You in connection with or related to the Products in respect of any Intellectual Property Rights.

You may not (and You may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of any Software or programme provided by Garrison, as part of its Products or any part thereof, unless this is expressly permitted or required by law, or unless specifically authorised by Garrison in writing.

5 Rights of Garrison in case of violation of this AUP

5.1 Suspension or termination

If You engage in conduct (or if You allow such conduct, whether knowingly or unwittingly) which is in violation of the AUP or is otherwise illegal or improper, Garrison reserves the **right to suspend and/or terminate** Your access to the Product. Where practicable, Garrison will attempt to notify You of any activity that breaches this AUP and request that You cease such activity. However, where any activity threatens the integrity or viability of the Products or involves illegal acts, fraud, unauthorised access/interference, copyright infringement or the introduction of malicious programs, Garrison reserves the right to suspend access without notice.

5.2 Implementation of technical mechanisms to prevent violation

Garrison reserves the right, where feasible, to implement technical mechanisms to prevent any violation of the Acceptable Use Policy.

5.3 Costs associated with dealing with the breach

Garrison reserves the right to charge You to cover administrative costs associated with the time and resources used to deal with the breach of this AUP by You including, but not limited to, recovery of the costs of identifying offenders, removing them from or discontinuing providing them the Products.

6 Parties

The Garrison entity to the AUP depends upon the jurisdiction in which You are established/resident:

Singapore: **Garrison Technology Pte. Limited**, a company registered in Singapore under company number 201924001H whose registered office is at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712.

USA: **Garrison Technology Inc**, a Delaware corporation.

Rest of World: Licensed by **Garrison Technology Limited**, a company registered in England under company number 09285631 whose registered office is at 117 Waterloo Road, London, SE1 8UL, United Kingdom.