

## MESH ACCEPTABLE USE POLICY

This Acceptable Use Policy (AUP) applies to the use of any Mesh Services where the user is able to upload content, whether Mesh provides the functionality directly or uses another party to provide it to the user (each, a "Mesh Service"). This AUP is designed to ensure compliance with the laws and regulations that apply to the Mesh Service. This AUP also protects the interests of all of Mesh Customers and the parties they engage with through the Mesh Services, as well as our goodwill and reputation.

By using the Mesh Services the user accepts, and agrees to abide by, all the policies in this AUP, which supplement the Mesh General Terms and Conditions.

### 1. INTERACTIVE SERVICES

- 1.1. Mesh may from time to time provide interactive Services, that will enable the user to upload information / data to the Mesh Services
- 1.2. Where Mesh does provide any interactive service, Mesh will provide clear information to the user about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 1.3. Mesh will do its best to assess any possible risks for users from third parties when the user uses any interactive service provided, and Mesh 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 Mesh provide on the Mesh Platform, and Mesh expressly exclude its liability for any loss or damage arising from the use of any interactive service by a user in contravention of the Mesh content standards, whether the service is moderated or not.
- 1.4. Where we do moderate an interactive service, Mesh will normally provide the user with a means of contacting the moderator, should a concern or difficulty arise.

### 2. UPLOADING CONTENT TO OUR SITE/SERVICES OR SOCIAL NETWORK SITES

- 2.1. Whenever the user upload content (including but not limited to data, text, visual - or audio content and information, User ratings or feedback related to the Services, or support requests) ("**User Content**") to our Services, or to make contact with other users of our Services, the user must comply with the content standards set out by paragraph 3 below.
- 2.2. The user represents and warrants that:
  - 2.2.1. the user either is the sole and exclusive owner of all User Content or the user has all rights, licenses, consents and releases necessary to grant Mesh the license to the User Content as set forth above;
  - 2.2.2. neither the User Content nor the user submission, uploading, publishing or otherwise making available of such User Content nor Mesh's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any Applicable Law.
  - 2.2.3. any such contribution does comply with those standards, and the user will be liable to Mesh and indemnify Mesh and its Affiliates for any breach of that warranty. This means the user will be responsible for any loss or damage Mesh or any third party suffer as a result of the user's breach of warranty.
- 2.3. The User retains all of the user's ownership rights in the User Content. However, by providing User Content to Mesh, the user grants Mesh a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and the Mesh business and on third-party sites and services (where we use third party application providers), without further notice to or consent from the user, and without the requirement of payment to you or any other person or entity
- 2.4. Mesh has the right to use any idea or suggestion that the user makes in terms of the Mesh Services and incorporate it into our intellectual property that Mesh will own.
- 2.5. Mesh has the right to use the User Content along with other user's User Content to create Pattern Data and incorporate it into our intellectual property that Mesh will own.
- 2.6. Mesh also has the right to disclose the user's identity to any third party who is claiming that any content posted or uploaded by the user to the Mesh Platform site constitutes a violation of their intellectual property rights, or of their right to privacy. Mesh will notify the user as soon as reasonable possible on receipt of such third-party claim.

- 2.7. Mesh does not review User Content except for branding amendments and possible format changes and are not involved in the actual transactions between the various Customers / Participants and their respective Authorised Users. As most of the User Content on the Mesh Platform comes from the Customers and their Authorised Users, Mesh does not guarantee the accuracy of User Content or user communications or the quality, safety, or legality of what's offered. In no event does Mesh accept liability for any description of the User Content of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any Applicable Law.
- 2.8. We have the right to remove any posting the user makes on the Mesh Platform if, in Mesh's sole opinion, the user's post does not comply with the content standards set out in this policy.
- 2.9. The views expressed by other users on the Mesh Platform do not represent Mesh and its representatives' views or values.
- 2.10. The user is solely responsible for securing and backing up User Content.

### 3. CONTENT STANDARDS

- 3.1. These content standards apply to any and all material which the user contribute to the Mesh Platform or any site (including social network site) Mesh may make available (contributions), and to any interactive services associated with it.
- 3.2. The user must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
- 3.3. Contributions must:
  - 3.3.1. Be accurate.
  - 3.3.2. Be genuinely held (where they state opinions).
  - 3.3.3. Comply with Applicable Law in the jurisdiction and in any country from which they are posted and to what part of the Services they are applicable.
- 3.4. Contributions must not:
  - 3.4.1. Contain any material which is defamatory of any person.
  - 3.4.2. Contain viruses, corrupted files, 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.
  - 3.4.3. Contain any material which is obscene, offensive, hateful or inflammatory.
  - 3.4.4. Promote sexually explicit material.
  - 3.4.5. Promote violence.
  - 3.4.6. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
  - 3.4.7. Infringe any copyright, database right or trademark of any other person.
  - 3.4.8. Be likely to deceive any person.
  - 3.4.9. Contain any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
  - 3.4.10. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
  - 3.4.11. Promote any illegal activity.
  - 3.4.12. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
  - 3.4.13. Be likely to harass, upset, embarrass, alarm or annoy any other person.
  - 3.4.14. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
  - 3.4.15. Give the impression that they emanate from Mesh, if this is not the case.
  - 3.4.16. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### 4. FURTHER USE POLICY

The user will use our Services for the user's execution of its duties under the Role allocated to the user and will not (unless otherwise specifically agreed to in writing):

- 4.1. use the Service or execute any instruction via the Service that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

- 4.2. wilfully tamper with the security of our Services or tamper with our Customer accounts;
- 4.3. remove any copyright, trademark or other proprietary notices from any portion of the Mesh Platform or the Services, including the copyright, trademark or other proprietary notices of third parties;
- 4.4. to copy our site except where such copying is incidental to normal use of our Mesh Platform;
- 4.5. reproduce, copy (direct or in-direct), modify, adapt, translate, reproduce, merge, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Mesh Platform or the Services (or any part thereof);
- 4.6. decompile, reverse engineer or disassemble, or otherwise reduce to human-perceivable form all or any part of the Mesh Platform or the Services;
- 4.7. mirror, data mine, frame or cache any portion of the Mesh Platform or Services;
- 4.8. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services or our site; or
- 4.9. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
- 4.10. attempt to gain unauthorised access to or impair any aspect of the Mesh Platform, or the Services or its related systems, databases or networks.
- 4.11. access data on our Services not intended for the Authorised User;
- 4.12. log into a server or account on our Services that the Authorised User is not authorised to access;
- 4.13. attempt to probe, scan or test the vulnerability of any of our Service or part thereof or to breach the security or authentication measures without proper authorisation;
- 4.14. wilfully render any part of our Service unusable;
- 4.15. remove any copyright, trademark or other proprietary notices from any portion of the Mesh Platform or the Services, including the copyright, trademark or other proprietary notices of third parties;
- 4.16. reproduce, copy (direct or in-direct), modify, adapt, translate, reproduce, merge, reverse engineer (unless permitted by Applicable Law), decompile, prepare derivative works publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services (or any part thereof), including the Mesh Platform, except where such copying is incidental to normal use of our Mesh Platform;
- 4.17. mirror, data mine, frame or cache any portion of the Mesh Platform or Services;
- 4.18. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services or our site; or
- 4.19. attempt to gain unauthorised access to or impair any aspect of the Mesh Platform, or the Services or its related systems, databases or networks.
- 4.20. lease, distribute, license, sell or otherwise commercially exploit our Service or make our Service available to a third party other than as contemplated in the subscription to our Service as the Customer has agreed to;
- 4.21. use the Mesh Service for bureau, timesharing or otherwise for the benefit of a third party; or
- 4.22. provide to third parties any evaluation version of our Service without Mesh prior written consent.

## 5. DEVELOPER TERMS

- 5.1. If the Authorised User or any representative of the Customer uses any of Mesh's developer tools including any Application Programming Interfaces (APIs), developer tools, or associated software, the Authorised User or such representative will comply with Mesh Developer Terms as made available by us from time to time.

## 6. BREACH OF THIS POLICY

- 6.1. Without any prejudice to any other right Mesh may have in terms of the Services utilised by the Authorised User, Mesh may immediately suspend the Authorised User's access to the Service if the Authorised User breaches this AUP or don't respond to Mesh in a reasonable period after Mesh has contacted the Authorised User or the Customer about a potential breach of this AUP. Mesh may also suspend the Authorised User access as Mesh explains in our General Terms and Conditions Terms and, if the Authorised User breaches this AUP, Mesh may terminate the Agreement with the Customer for cause. The Authorised User acknowledges Mesh may disclose information regarding the Authorised User use of our Service to satisfy any law, regulation, government request, court order, subpoena or other legal process. If Mesh make this type of required disclosure we will notify the Authorised User and/or the Customer, unless Mesh are required to keep the disclosure confidential.

6.2. Mesh is not obligated to, but may choose to, remove any prohibited materials and deny access to any person who violates this AUP. Mesh further reserves all other rights.

## **7. CHANGES TO THE ACCEPTABLE USE POLICY**

Mesh may revise this AUP at any time by amending any part of it. The Authorised User is expected to check this AUP from time to time to take notice of any changes Mesh may make, as they are legally binding on the Authorised User . Some of the provisions contained in this AUP may also be superseded by provisions or notices published elsewhere on our Services.

**End of policy**