

Terms & Conditions

AGREEMENT

1. Introduction

The purpose of this document is to set forth the terms and conditions under which eNotaryLog, a company incorporated in Florida having its registered office at Suite 201, 10012 North Dale Mabry Highway Tampa, Florida 33618 (“provider”) will provide services to Customer. You are a Customer if you use or visit any of Provider’s websites, and this agreement is effective and binding upon you upon visiting any of these websites or use of any of Provider’s Services, as defined herein. If you do not agree to be bound, immediately leave our websites and refrain from using our Services. For good and valuable consideration, the receipt of which is hereby acknowledged by Customer. Provider and Customer hereby agree as follows:

2. Definitions

2.1 In this Agreement, except to the extent expressly provided otherwise:

“**Account**” means an account enabling a person to access and use the Services;

“**Agreement**” means this agreement including any Schedules, and any amendments to this Agreement from time to time;

“**Business Day**” means any weekday other than a bank or public holiday in;

“**Business Hours**” means the hours of 9:00am to 5:00pm on a Business Day;

“**Credential Analysis Portal**” means Provider’s legally required integration with a third-party Credential Analysis Service Provider.

“**Credential Analysis Portal User**” means those individuals with the required access to the Credential Analysis Portal for the sole purpose of providing the Services;

“**Customer**” means anyone accessing the Services of Provider including, without limitation, any account holder, visitor, signatory, witness or participant.

“**Customer Confidential Information**” means:

- (a) any information disclosed by or on behalf of the Customer to the Provider at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - (i) was marked or described as "confidential"; or
 - (ii) should have been reasonably understood by the Provider to be confidential; and

(b) the Customer Data;

“**Customer Data**” means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

“**Customer Personal Data**” means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement, but excluding *data* with respect to which the Provider is a data controller;

“**Data Protection Laws**” means all applicable laws relating to the processing of Personal Data;

“**Documentation**” means the documentation for the Services produced by the Provider and delivered or made available by the Provider to the Customer;

“**Effective Date**” means the date of execution of this Agreement;

“**Force Majeure Event**” means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“**Intellectual Property Rights**” means any and all rights in intangibles, worldwide, whether registered or unregistered, including, without limitation, application for intellectual property rights, any and all rights to file such applications, including, without limitation, copyrights, data compilations, trade secrets, know-how, discoveries, inventions, creative ideas, good will, going concern, workforce obligations, covenants, indemnifications, business names, trade names, trademarks, service marks, trade dress, patents, utility models, industrial designs, maskworks, domain names and any other intangibles having value, however defined worldwide;

“**Maintenance Services**” means the general maintenance of the Platform and Services, and the application of Updates and Upgrades;

“**Notary**” means an individual with all of the required certifications and training to perform Remote Online Notarizations.

“**Personal Data**” has the meaning given to it in the Data Protection Laws;

“**Platform**” means the platform managed by the Provider and used by the Provider to provide the Services, including the application and database software

for the Services, the system and server software used to provide the Services, and the computer hardware on which that application, database, system and server software is installed;

“**Schedule**” means any schedule attached to the main body of this Agreement;

“**Services**” means any services that Provider provides to Customer or has an obligation to provide to Customer including, without limitation, access to any of Provider’s websites, information or applications;

“**Services Defect**” means a defect, error or bug in the Platform having a materially adverse effect on the appearance, operation, functionality or performance of the Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer or any person authorized by the Customer to use the Platform or Services;
- (b) any use of the Platform or Services contrary to their intended purpose as enumerated in incorporated documentation, whether by the Customer or by any person authorized by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or
- (d) an incompatibility between the Platform or Services and any other system, network, application, program, hardware or software not specified as compatible in the Services Specification;

“**Signatory**” means any person that has been selected to sign a document as a principal signer in a transaction;

“**Support Services**” means support in relation to the use of, and the identification and resolution of errors in, the Services, but shall not include the provision of training services;

“**Supported Web Browser**” means the current release from time to time of any web browser that the Provider agrees, in writing, shall be supported, which is subject to change by notice provided on Provider’s website;

“**Term**” means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

“**Update**” means a hotfix, patch or minor version update to any Platform software; and

“**Upgrade**” means a major version upgrade of any software or Services;

“**Visitor**” means any person that accesses the website for any reason;

“**Witness**” means any person that has been selected to perform one of the various functions such as; watching the signatory sign or help confirm the signatory’s identity as a credible witness.

3. Term

- 3.1 This Agreement is effective and binding on Customer upon visiting this website.
- 3.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 18 or any other provision of this Agreement.

4. Services

- 4.1 Provider provides Services “AS IS” and “AS AVAILABLE”.
- 4.2 Nothing in this agreement provides any assignment or license to Provider’s Intellectual Property Rights, except for a limited, nonexclusive, terminable right to use Provider’s Services by means of a Supported Web Browser in accordance with the terms of this agreement solely for the internal business purposes of Customer and not for any third party.
- 4.3 Services may only be used by Customers with an account on the Platform, and only by a designated named user in accordance with the procedures set forth herein.
- 4.4 Customer shall not permit any unauthorized person to access or use the Services.
- 4.5 Customer shall not make any alteration to the Platform.
- 4.6 Customer shall not conduct, or request that any other person conduct, any load testing or penetration testing on the Platform or Services without prior written consent of Provider.
- 4.7 Customer shall use best efforts to ensure that no unauthorized person may gain access to Services using Customer’s Account, including, without limitation, commercially reasonable security measures relating to Account access.
- 4.8 In addition to any and all limitations on liability and exclusions of warranties, Customer agrees and acknowledges Provider has no obligations or liability for any of the following:
 - (a) Force Majeure Event;
 - (b) fault or failure of Internet or telecommunications networks;
 - (c) fault or failure of Customer's computer systems or networks;
 - (d) breach by Customer of this Agreement; and
 - (e) scheduled maintenance, at any time and at Provider’s sole discretion.

- 4.9 Customer shall comply with Schedule 1 (Acceptable Use Policy) and must ensure that all persons using the Services for Customer comply with Schedule 1 (Acceptable Use Policy).
- 4.10 Customer shall not use Services in any way that causes, or may cause, any interruption of Services or harm to the Platform or any other impairment of availability or accessibility of the Services.
- 4.11 Customer shall not use Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; and
 - (c) hereby indemnifies and holds Provider harmless from any use contrary to this provision.
- 4.12 Customer shall not access, decompile, or reverse engineer the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 4.13 Provider may suspend Services to Customer and may delete any and all data entered by Customer, without prior notice, if any amount to be paid by Customer to Provider is overdue.

5. Maintenance Services

- 5.1 Provider shall provide Maintenance Services at the sole discretion of Provider unless Customer enters into a separate maintenance agreement for Maintenance Services with Provider.
- 5.2 Provider may schedule Maintenance Services that affect availability of Services or have a material negative impact upon Services, with or without notice, and if practical shall attempt to provide commercially reasonable notice of planned outages. Ten (10) days notice shall be deemed “commercially reasonable notice” throughout this agreement but fewer days notice or no notice may be commercially reasonable under the circumstances.
- 5.3 Provider may schedule Upgrades to the Platform that affect availability of Services or have a material negative impact upon Services, with or without notice, and if practical shall attempt to provide commercially reasonable notice of planned outages due to Upgrades.
- 5.4 Provider may schedule security Updates to the Platform that affect availability of Services or have a material negative impact upon Services, with or without notice, and if practical shall attempt to provide commercially reasonable notice.

6. Support Services

- 6.1 Nothing in this Agreement requires Provider to provide Support Services to Customer.
- 6.2 Any Support Services will be subject to terms and conditions of a separate support or maintenance agreement entered into in a writing executed by an authorized representative of Provider acting within the representative's authority.

7. Customer Data

- 7.1 Customer hereby grants Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Provider's obligations and the exercise of Provider's rights under this Agreement.
- 7.2 Customer warrants that Customer Data does not infringe any Intellectual Property Rights, shall not give rise to any liability, and does not violate any law, statute or regulation, and Customer indemnifies and holds Provider harmless from any damages and liability arising from any such infringement of Intellectual Property Rights.

8. No assignment of Intellectual Property Rights

- 8.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Provider to Customer, or from Customer to Provider.

9. Charges

- 9.1 Customer shall pay Charges to Provider in accordance with this Agreement; charges for any particular service may be listed on the Platform website and may be updated from time to time without prior notice. Authorization to transfer payments from Customer payment accounts, whether bank accounts, credit card or debit card, or any other account, are irrevocable, except as provided on Provider's website for termination or cancellation of the Services.
- 9.2 If the Charges are based in whole or part upon time spent providing Services, Charges are nonrefundable after any of the Services are provided.
- 9.3 All amounts stated in or in relation to any Charges, unless the context requires otherwise, are exclusive of any applicable value added taxes, which will be added to those amounts and shall be paid by Customer to Provider.
- 9.4 Provider may elect to vary any element of the Charges.

10. Payments

- 10.1 Provider may issue invoices for Charges to Customer prior to or after rendering Services and before releasing any serviced materials.
- 10.2 Customer shall pay Charges promptly to Provider.

- 10.3 Customer shall pay Charges by debit card, credit card, direct debit, bank transfer or other methodology only as provided on the Platform by Provider. Provider may refuse any other form of payment, and this provision is deemed material to this agreement.
- 10.4 Provider may refuse to deliver serviced materials to Customer for failure to pay any amount in advance and may delete all Customer data with respect to Services for which payment by Customer is not promptly made.

11. Confidentiality Obligations

11.1 Provider shall:

- (a) not disclose Customer Confidential Information without the Customer's prior consent;
- (b) use commercially reasonable efforts to protect Customer Confidential Information.

11.2 Customer hereby authorizes the disclosure of Customer Confidential Information to Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access Customer Confidential Information for performance of their work with respect to the Services.

11.3 Provider has no obligations with respect to Customer Confidential Information that:

- (a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Provider; or
- (c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

11.4 Provider may disclose Customer Confidential Information that is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

11.5 Provider's obligations of confidentiality to Customer shall terminate two (2) years from the date of disclosure unless a longer term is required by law, statute or regulation.

12. Data protection

12.1 Provider shall comply with Data Protection Laws and data privacy laws applicable to Provider.

- 12.2 Customer warrants to Provider that it has the legal right and authority to disclose any and all data disclosed to Provider and indemnifies and holds Provider harmless for any violation of this provision.
- 12.3 Provider may process Customer Personal Data upon receipt and if deemed to be required under applicable law or upon request by an authorized law enforcement agency or court. If permitted, Provider shall inform Customer of any legal requirement.
- 12.4 Customer authorizes Provider to engage third parties to provide Services as reasonably required to provide the Services, at Provider's sole discretion.
- 12.5 Provider shall report any Personal Data breach relating to the Customer Personal Data to the Customer within a commercially reasonable time or as required by law after Provider becomes aware of a breach.
- 12.6 Customer authorizes Provider to:
- (i) review, copy, reformat, modify, display, distribute, or otherwise use information to provide Services;
 - (ii) capture and store data and information relating to Customer's account, identity validation, Transaction, and Services;
 - (iii) transmit and display Transaction information, Documents and identity validation information, and further to maintain and display such information on Provider's Verification Portal to Customer and other Verification Portal Users, including, without limitation Customer Confidential Information and Customer Personal Data that is part of any Transaction information, Documents and identity validation information;
 - (iv) convey information to other parties to your Transaction, or to those with appropriate authority, or to other third parties as provided by relevant agreements or applicable law;
 - (v) transmit information to Service Providers in connection with Services rendered; and
 - (vi) store, maintain, display, and otherwise provide access to User Data in notary journals and other records of Services and Transactions.

Customer represents and warrants that it has sufficient authority and rights to provide the grant of rights and authorizations.

13. Warranties

- 13.1 Provider disclaims all warranties, express and implied, except for the following limited warranties:

- (a) Provider has legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) Provider shall comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement;
- (c) Services, when used by Customer in accordance with this Agreement and Provider's instructions, do not violate any laws, statutes or regulations applicable; and
- (d) If Provider reasonably determines, or any third party alleges, that the use of Services infringe any person's Intellectual Property Rights, Provider may modify its Services in such a way that they no longer infringe the relevant Intellectual Property Rights or may procure a license thereto.

13.2 Customer warrants to Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

13.3 Customer warrants to Provider that it is not illegal or prohibited in the jurisdiction where you are physically located to obtain Notarizations or other Services from Provider; and that the Document or Transaction pertains to a matter before a court, governmental entity, public official, or other entity located in the territorial jurisdiction of the United States; or involves property located in the territorial jurisdiction of the United States; or a transaction substantially connected with the United States.

13.4 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement.

13.5 To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied, including, without limitation, no implied warranties of fitness for a particular use or purpose.

13.6 Damages are limited to the Charges for a particular Transaction and shall not include lost profits and consequential damages. This limitation on damages does not apply to obligations of indemnification, which include, without limitation, reasonable attorneys' fees and expenses.

14. Acknowledgements and warranty limitations

14.1 Customer acknowledges that software is complex and never free from defects, and Provider gives no warranty or representation that Services will be free from defects.

- 14.2 Customer acknowledges that software is complex and is never free from security vulnerabilities; and Provider gives no warranty or representation that the Services are secure from vulnerabilities, whether known or unknown.
- 14.3 Customer acknowledges that Services are designed to be compatible only with software and systems compatible with Services, and Provider does not warrant or represent that Services will be compatible with any other software or systems.
- 14.4 Customer acknowledges that Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Services.
- 14.5 Except to the extent expressly provided otherwise in this Agreement, Provider does not warrant or represent that Services or use of Services by Customer will not give rise to any legal liability on the part of Customer or any other person.

15. Liability Limitations, Other

- 15.1 Nothing in this Agreement:
- (a) limits liabilities in any way that is not permitted under applicable law; or
 - (d) excludes liabilities that may not be excluded under applicable law.
- 15.2 The limitations and exclusions of liability govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement and expressly excluding indemnifications.
- 15.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event, loss of profits, anticipated savings, loss of revenue or income.
- 15.6 Neither party shall be liable to the other party with respect to any loss of use or production, loss of business, contracts or opportunities, any special, indirect or consequential losses or damages.

16. Force Majeure Event

- 16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 16.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

16.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

17.1 This Agreement may be terminated if:

- (a) either party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up[(other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement)]; or

18. Effects of termination

18.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely).

18.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

18.3 Within 30 days following the termination of this Agreement for any reason:

- (a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and

- (b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement, provided that Provider has not already commenced such Services, without prejudice to the parties' other legal rights.

19. Notices

19.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods:

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) postings of notices by Provider to Provider's website will be considered written notice and sufficient notice for all changes to; charges, services, maintenance, support and upgrades. It is the responsibility of the Customer to check the Provider's website for such postings;
- (c) notices may be delivered to Account Holder's associated email account if consent to receive electronic communications has been given.

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

19.2 The Provider's contact details for notices under this Clause 19 are as follows: legal@enotarylog.com.

19.3 The addressee and contact details set out in Clause 19.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 19.

20. Subcontracting

20.1 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

21. General

21.1 Customer consents to conducting transactions by electronic means.

21.2 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach, and then only for a specific breach and not for any subsequent breach.

21.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision

would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

- 21.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties, except as otherwise expressly provided herein.
- 21.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 21.5 This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 21.6 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 21.7 This Agreement shall be governed by and construed in accordance with Florida law as if executed and fully performed in Florida, without reference to Florida's choice of law and conflict of laws provisions.
- 21.8 Any notarizations requested by Users through the Platform will be performed by notaries pursuant to the applicable notary laws of their commission state. The notaries perform such notarizations solely under the authority of such laws regardless to the geographical location of the User or Signatory. The Services are only provided because the Users agree to the foregoing.
- 21.9 The courts of Florida shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.
- 21.10 While receiving the Services, you may receive information from Provider concerning laws governing electronic signatures, online notarization, and other subject matter areas. This information is for general informational purposes only and does not constitute legal advice. Provider and the Notaries you may access on the Platform are not lawyers or a law firm, are not licensed to practice law in any state, and are not providing to Users any legal advice. Users are responsible for obtaining professional legal advice concerning any and all aspects of the Services, Documents, or Transactions.
- 21.11 Customer agrees to the participation, in any meeting or session in which you receive Services, of Notaries, other Signatories and Witnesses/Participants (such as, for example, title agents, attorneys, or realtors) who are requested or entitled

by relevant agreements or law to participate. The Customer may cancel a meeting at any time if they do not wish to continue or do not believe any other person is entitled to participate.

21.12 The Customer consents to our Platform creating a record of your session and the Transaction process. The record of your session will be electronically stored by us and may also be stored and viewed by other parties according to applicable agreements, your permission, or applicable law. The data from your session includes;

(i) your User Data,

(ii) results of database searches,

(iii) credential analysis and other processes authorized by law to validate your identity,

(iv) the uploaded Documents and additional information about the Transaction,

(v) session and connection information,

(vi) all information required for the notary's journal or Transaction record, and,

(vii) where applicable given the Service requested, the recording of your audio-video session with a Notary or and any other Signatories or Witnesses/Participants.

22. Interpretation

22.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

22.2 The Clause headings do not affect the interpretation of this Agreement.

22.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

SCHEDULE 1 ACCEPTABLE USE POLICY

1. Introduction

- 1.1 This acceptable use policy (the "Policy") sets out the rules governing:
- (a) the use of the website at *enotarylog.com*, any successor website, and the services available on that website or any successor website (the "Services"); and
 - (b) 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 references in this Policy to "us" are to eNotaryLog, LLC.
- 1.3 By using the Services, you agree to the rules set out in this Policy.
- 1.4 You must be at least 18 years of age or under the supervision of a guardian at least 18 years of age to use the Services.

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:
- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
- 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 authorized by you, must not:
- (a) be libelous or maliciously false;
 - (b) be obscene or indecent;

- (c) infringe any copyright, database right, trademark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of privacy or right under data protection legislation;
- (e) be in contempt of any court, or in breach of any court order; or
- (f) constitute a breach of any contractual obligation owed to any person.

4. Data mining

- 4.1 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.

5. Hyperlinks

- 5.1 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.

6. Harmful software

- 6.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 6.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

DATE: 09/27/2019