



Zertic

Terms and Conditions

Acceptable Use Policy

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 <https://Client.zertic.com>, any successor website, and the services available on that website or any successor website (the "Services"); and
 - (a) 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 our providers and suppliers (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 license agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.
- 1.5 You shall 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 shall 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 shall not use the 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.

- 2.3 You shall ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

- 3.1 Content shall not be illegal or unlawful, shall not infringe any person's legal rights, and shall 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, shall not:
- (a) be libelous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;



- (f) constitute an incitement to commit a crime, instructions for the commission of a

crime or the promotion of criminal

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- (g) be in contempt of any court, or in breach of any court order;
- (h) constitute a breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) constitute a breach of official secrets legislation; or
- (k) constitute a breach of any contractual obligation owed to any person.

- 3.3 You shall 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 shall be appropriate for all persons who have access to or are likely to access the Content in question.
- 4.2 Content shall not depict violence in an explicit, graphic, or gratuitous manner.
- 4.3 Content shall not be pornographic or sexually explicit.

5. Factual accuracy

- 5.1 Content shall not be untrue, false, inaccurate, or misleading.
- 5.2 Statements of fact contained in Content and relating to persons (legal or natural) shall be true; and statements of opinion contained in Content and relating to persons (legal or natural) shall be reasonable, be honestly held and indicate the basis of the opinion.

6. Etiquette

activity;

- 6.1 Content shall be appropriate, civil, and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 6.2 Content shall not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory, or inflammatory.
- 6.3 You shall 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 shall not unnecessarily flood the Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.

7. Marketing and spam

- 7.1 You shall not without our written permission use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service, or commercial offering.
- 7.2 Content shall not constitute or contain spam, and you shall not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 7.3 You shall 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.
- 7.4 You shall not use the Services to promote or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar letters, schemes, or programs.

8. Gambling

- 8.1 You shall not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gamblingrelated activity.



harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services

9. Monitoring

- 9.1 You acknowledge that we do not actively monitor the Content or the use of the Services.

10. Data mining

- 10.1 You shall not conduct any systematic or automated data scraping, data mining, data extraction or data

11. Hyperlinks

- 11.1 You shall not link to any material using or by means of the Services that would, if it were made

available through the Services, breach the

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provisions of this Policy.

12. Harmful software

- 12.1 The Content shall not contain or
- 12.2 consist of, and you shall not promote or distribute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications, or technologies.
- 12.3 The Content shall not contain or consist of, and you shall not promote or distribute 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