

# thebigword GMS® Acceptable Use Policy

**We would draw your attention, in particular, to clause 2.5 (protection of thebigword GMS®)**

## **1. Definitions and Interpretation**

1.1 The definitions in thebigword GMS® Licence and Terms and Conditions shall (as appropriate) apply to this Acceptable Use Policy ("This Policy") as if they were recited herein.

## **2. Your Obligations**

2.1 You shall provide us with all necessary co-operation in relation to This Policy and all necessary access to such information as may be required from time to time in order for us to provide thebigword GMS®.

2.2 You shall provide such personnel assistance as may be reasonably requested by us from time to time.

2.3 You shall comply with all applicable laws and regulations with respect to our activities under This Policy.

2.4 You shall carry out all your responsibilities set out in This Policy in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, we may adjust any applicable timetable or delivery schedule as reasonably necessary.

### **2.5 YOU SHALL NOT:**

(a) licence, sub-licence, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party thebigword GMS® in any way;

(b) modify or make derivative works based upon thebigword GMS®;

(c) "frame" or "mirror" any content on any other server or wireless or internet-based device; or

(d) reverse engineer or access thebigword GMS® in order to: (i) build a competitive product or service; (ii) building a product using similar ideas, features, functions or graphics of thebigword GMS®; or (iii) copy any ideas, features, functions or graphics of thebigword GMS®.

## **3 Acceptable Use:**

3.1 You shall not use the Services in any way which is against applicable law including but not limited to:

(a) illegal activities such as transmitting, storing or requesting processes on content which includes child pornography, piracy, violating copyright, trademarks or other intellectual property laws or computer misuse;

(b) accessing or authorising anyone to access the service from an embargoed country;

(c) threatening, stalking, defaming, defrauding, degrading, victimising or intimidating anyone for any reason; or

(d) invading anyone's privacy through transmitting, storing or requesting us to process private, sensitive, protected health, financial or personally identifiable information without their knowledge or express consent;

3.2 You shall not use the Services in any manner which could harm or impair anyone else's use or access to the Services in any way including but not limited to:

(a) any attempt to gain unauthorised access to the Service or attempt to gain additional user rights or privileges for which you or your organisation has not been expressly authorised to use;

(b) utilise any measures, mechanisms or apparatus whose use would result in a denial of Service for other users;

(c) utilise any automated process or services to access the Services autonomously for the purposes of caching, harvesting, or spidering content for use outside of the Services;

(d) attempt to intercept, divert, mirror or copy traffic including packet sniffing (at a granularity beyond IP addresses or headers) between the Services and any other endpoint without our written authorisation; or

(e) copy, attempt to replicate or decrypt any digital certificates or ciphers which may be employed by the Services to provide the confidentiality and integrity of data transported or stored.

## **4. Liability**

You accept full liability for the acts and omissions of all users of thebigword GMS®, whether Authorised Users or not, who gain access to thebigword GMS® via a username or password as provided by us to you, pursuant to clause 3.1 of thebigword GMS® Licence and Terms and Conditions.

## **5. Suspension and Termination**

5.1 We will determine, in our own discretion whether there has been a breach of This Policy through your use of the Services. When a breach of This Policy has occurred, we may take such action as we deem appropriate.

5.2 Failure to comply with This Policy constitutes a material breach of the thebigword GMS® Licence and Terms and Conditions upon which you are permitted to use the Services, and may result in our taking all or any of the following actions:

(a) Immediate, temporary or permanent withdrawal of your right to use the Services;(b) immediate, temporary or permanent removal of any posting or material uploaded by you to thebigword GMS® Services.

(b) Issue of a warning to you.

(c) 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.

(d) Further legal action against you.

(e) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

5.3 We exclude liability for actions taken in response to breaches of This Policy. The responses described in This Policy are not limited, and we may take any other action we reasonably deem appropriate.

## **6. Changes to This Policy**

We may revise This Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in This Policy may also be superseded by provisions or notices published elsewhere on our Website.

**By accepting thebigword GMS® Licence and Terms and Conditions you also agree to this Acceptable Use Policy and that this is a legal agreement between us.**

## thebigword GMS® Acceptable Use Policy

**If you are using thebigword GMS® on behalf of a company or other legal entity you represent that you have the authority to bind such entity to this Acceptable Use Policy.**