

# ResGuard Compliance Manager (RCM)

## ACCEPTABLE USE POLICY SUBSCRIPTION AGREEMENT

## **1 Introduction**

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the ResGuard Compliance Manager as well as other services (the “Service”) offered by ResGuard Solutions Pte Ltd (“ResGuard”).

This policy supplements, and is incorporated into, ResGuard Compliance Manager (RCM) Subscription Agreement (currently available at ResGuard Trust Center). If any provision in this Policy conflicts with a term in the Subscription Agreement, then the applicable provisions of Subscription Agreement will prevail unless the term in this Policy specifically states that it will prevail.

If you violate this Policy, ResGuard may suspend or terminate your use of the Service or access to the RCM. ResGuard’s right to suspend or terminate your use of the Service applies even if a breach is committed unintentionally or without your authorization if ResGuard believes that suspension or termination is necessary to ensure compliance with laws or to protect the rights, safety, privacy, security or property of ResGuard, its customers or third parties.

ResGuard may modify this Policy at any time by posting a revised version. By using the Service or accessing the RCM, you agree to the latest version of this Policy.

## **2 Intellectual Property**

You may not use the Service or RCM in any manner that would result in an infringement, dilution, misappropriation or other violation any intellectual property or proprietary rights of others, including but not limited to copyrights and rights arising from patents, trademarks and trade secrets.

## **3 Inappropriate Content**

You are solely responsible for any content published or made available by you through the Service or RCM. You may not use the Service or RCM to transmit, store, display, distribute or otherwise make available content that is defamatory, libelous, threatening, harassing, abusive, hateful, deceptive, fraudulent, obscene, pornographic, indecent, harmful to minors, or otherwise objectionable, including without limitation content that constitutes child pornography.

## **4 Harmful Content**

You may not use the Service or RCM transmit, store, display, distribute or otherwise make available content or technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program or data, including without limitation viruses, Trojan horses, bots, worms, scripting exploits, time bombs or other malicious code.

## **5 No Framing or Scraping**

You may not frame or mirror the RCM without ResGuard's express prior written consent. You may not use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine,” or in any way gather any messages, text, files, images, photos, video, sounds, profiles, works of authorship, or any other content from the Service or RCM or reproduce or circumvent the navigational structure or presentation of the Service or RCM without ResGuard's express prior written consent. Notwithstanding the foregoing, ResGuard grants to the operators of public search

engines the permission to use spiders to copy material from the Site for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of such material, but not caches or archives of such material. ResGuard reserves the right to revoke these exceptions either generally or in specific cases.

## **6 Email and Unsolicited Messages**

You may not use the Service or RCM to transmit unsolicited email or other messages, including without limitation unsolicited bulk email ("spam"), or email or messages that are excessive and/or intended to harass or annoy others. You may not continue to send email or other messages to a recipient who has indicated that he/she does not wish to receive them. You may not alter or obscure email or message headers or assume a sender's identity (including without limitation by engaging "spoofing", "phishing" or similar attacks) without the sender's explicit permission.

## **7 System Security**

You may not use the Service or RCM to violate the security or integrity of any network, computer or communications system, software application or computing device (each, a "System"), including without limitation by attempting to: (a) probe, scan or test the vulnerability of a System or breach or circumvent security or authentication measures without authorization; (b) make network connections to, or otherwise access, a System without authorization; (c) monitor data or traffic on a System without authorization; (d) tamper, reverse-engineer, hack, interfere with, disrupt or disable a System, including without limitation by

means of overloading, "flooding," "mailbombing," "crashing," or denial of service attacks; (e) forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (f) use another party's account name or persona without authorization; or (g) take any action in order to obtain a Service to which you are not entitled.

## **8 Privacy**

You may not use the Service or RCM to violate the privacy or confidentiality of others, including by transmitting, storing, displaying, distributing or otherwise making available others' private or confidential information (including without limitation their account names or personal data associated with their Service or RCM account) without authorization.

## **9 Compliance with Laws**

Without limiting the foregoing prohibitions, you may not use the Service or RCM for any illegal purpose or in violation of any laws (including without limitation data, privacy, consumer protection, and export control laws).

## **10 No High-Risk Use**

You may not use the Service in any situation where failure or fault of the Service could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Service in connection with aircraft or other modes of human mass transportation or nuclear or chemical facilities.

## **11 Responsibility for End Users**

You are responsible for violations of this Policy by anyone using the Service or RCM with your permission or using your account on an unauthorized basis. Your use of the Service or RCM to assist another person in an activity that would violate this Policy if performed by you is a violation of this Policy. This Policy applies to anyone accessing or using the Service or the RCM, however, each prohibition included in this Policy shall be interpreted to include, and apply to, any action directly or indirectly taken, authorized, facilitated, promoted, encouraged or permitted by a user of the Service or RCM, even if such person did not themselves violate the prohibition.

## **12 Monitoring and Enforcement**

ResGuard reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Service or RCM. ResGuard has the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Service or the RCM that ResGuard finds to be in violation of this Policy. ResGuard may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing appropriate customer data. ResGuard also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

## **13 Reporting Violations**

If you become aware of any violation of this Policy, you must immediately notify ResGuard by email at [office@resguard-solutions.com](mailto:office@resguard-solutions.com) and provide ResGuard with assistance, as requested, to stop or remedy the violation.