



## Acceptable use policy

This Acceptable Use Policy (AUP) governs your use of our Services, including without limitation any access to or use of (i) the platforms or technology on or via which our business operates or our services are delivered (**Platform**) and/or (ii) our website at <https://valiantys.com> ( **Website**). Unless otherwise indicated, capitalised terms not defined in this document shall bear the definitions set out in our Terms of Services which accompany or reference this AUP ( **Terms**).

By using or applying for our Services or the use of any part of the Platform and/or the Website, you agree to abide by the terms of this AUP.

## Prohibited Uses – Overview

You may use the Services, Platform and Website only for lawful purposes. You may not use them:

- in any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm anyone, including minors, or in any manner which will, or is likely to, infringe the personal rights of others;
- in any manner that will, or is likely to, infringe the copyright, trademark, trade secret or other intellectual property rights of others;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- in connection with any defamatory, indecent, obscene, offensive, threatening or abusive conduct or activity;
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, ransomware, worms, time-bombs, bots, 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; or
- in any way that is inconsistent with our Terms.

## Specific Prohibitions

Without prejudice to the generality of the principles set out above, unacceptable use includes, but is not limited to, the following:

- use which causes damage, detriment or disruption to our business, including our services, Platform, Website and/or the business or activities of our clients, or which may generate or create any liability for us or our clients.
- use of any methods or techniques for extracting data without our consent (e.g. data scraping or data mining).
- deceptive practices or ways of working.
- actions that restrict or inhibit anyone in their use or enjoyment of our services, the Platform or the Website.
- causing or attempting to cause security breaches or disruptions of Internet communications (e.g. accessing data of which you are not an intended recipient, or logging into a server or account that you are not expressly authorized to access).

- executing any form of network monitoring that will intercept data not intended for you.
- circumventing user authentication or security of any host, network or account.
- interfering with or denying service to any user (e.g., denial of service attack).
- using any programme/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
- furnishing false or incorrect data of any kind.
- sending junk mail or other advertising material to individuals who did not specifically request such material.
- exporting or re-exporting data or content in violation of export or import laws or without all required approvals, licenses and exemptions.

## Enforcement

We will determine, in our discretion, whether there has been a breach of this AUP. When a breach of this AUP has occurred, we may take such action as we deem appropriate.

Failure to comply with this AUP constitutes a material breach of the Terms, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Services, Platform and/or Website.
- Immediate, temporary or permanent removal of any data, content or other material provided by you.
- Issue of a warning to you.
- 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.
- Further legal action against you.
- Disclosure of such information to law enforcement and other regulatory authorities.

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

## Changes to this Policy

We may revise this acceptable use 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. Amendments shall automatically come into effect 30 days after notification unless you notify us that you do not agree to any of the proposed amendments. Some of the provisions contained in this AUP may also be superseded by provisions or notices published elsewhere.

## Waiver and Severance

Any failure or delay in exercising or enforcing this Policy shall not constitute a waiver of any right or remedy.

## Questions?

If you have any questions concerning compliance with this AUP, please contact us at [dpo@valiantys.com](mailto:dpo@valiantys.com).