

# Acceptable Use Policy

## Acceptable Use Policy

### 1. Application and Responsibility

- 1.1. This 'Acceptable Use Policy' ("**Policy**") applies to any customer ("**you**") who accesses or uses our mobile app or customer portal ("**Platform**").
- 1.2. You are solely responsible for the security of your account and your login and security details. You are also responsible for any violation of this Policy by you or any other person accessing or using the Platform via your account or your login and/or security details (whether or not authorised by you).

### 2. Restrictions

- 2.1. You must only access and use the Platform for service as a customer and in accordance with all applicable laws and the customer Terms and Conditions.
- 2.2. Without limiting the above, you must not (and must not allow any other person accessing or using the Platform via your account or your login and/or security details) to do any of the following:
  - a. copy, reproduce, publish, distribute, redistribute, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit any part of the Platform.
  - b. use the Platform to provide services to any third party, make the Platform available to any third party, or permit a third party to do so.
  - c. reverse engineer, decompile, or disassemble the Platform or any underlying software (or any part of it), or attempt to do any of those things.
  - d. use the Platform to perform any activity that is or may be, directly or indirectly,

fraudulent, or perform any activity that breaches the rights of any third party, including (without limitation) any activity that:

- i. is likely to be in breach of, or does breach, any applicable privacy and/or data protection laws;
  - ii. infringes or misappropriates the intellectual property or proprietary rights of others, or assists others in infringing any such rights;
  - iii. is obscene, deceptive, abusive, an invasion of privacy, objectionable or otherwise inappropriate; and/or
  - iv. may be harmful to the Platform or may jeopardise its security and/or integrity.
- e. Take or attempt any action that may interfere with, or disrupt, the functionality of the Platform including (without limitation):
  - i. engaging in any activity that interferes with, or adversely affects, other users' access to or use of the Platform;
  - ii. using or uploading any content or technology that may damage, interfere with, intercept, take unauthorised control of, or introduce any computer viruses, worms, spyware, backdoors, Trojan horses, software bombs, malware or similar items into, the Platform; and
  - iii. avoiding or circumventing (or attempting to avoid or circumvent) any limitations or security placed on your access to or use of the Platform.
- f. Conduct any probing, vulnerability scanning or penetration testing of the Platform, or breach any security or authentication measures;
- g. Attempt to gain unauthorised access to any system, network or account belonging to any other person (commonly referred to as hacking,) including (without limitation) port scanning, stealth scanning, investigating network configuration or other information gathering activity;
- h. Take any action that would cause the Platform to become subject to any open source licence Agreement;
- i. Encourage or coerce any other person to breach any provisions of this Policy.

### **3. Monitoring**

- 3.1. For security, compliance and maintenance purposes, your access and use of the Platform may be monitored (in accordance with applicable legal requirements).

- 4.1. If you (or any other person accessing or using the Platform via your account or your login and/or security details) are in any way non-compliant with this Policy:
- a) you must immediately cease the non-compliance, and use your best efforts to remedy the effects of such non-compliance;
  - b) your access may be suspended or revoked;
  - c) your Powershop account may be terminated; and
  - d) we may and/or the licensor of our customer billing platform Powershop UK Limited may, take such other action as considered appropriate in the circumstances.