

ANNEX 1 to TERMS AND CONDITIONS OF MANAGEDSUPPLIERS.COM (THE AGREEMENT)

ACCEPTABLE USE POLICY (AUP)

Introduction

This acceptable use policy (the "AUP") sets out the rules governing:

- (a) the use of managedsuppliers.com, any part thereof, any successor website, and the services available on managedsuppliers.com or any successor website ("Services"); and
- (b) the transmission, storage and processing of content ("Content") by you, or by any person on your behalf, using the Services.

References in this AUP to "you" are to any customer for the Services and any individual user of the Services (and "your" should be interpreted accordingly); and references in this AUP to "us" are to Aventario Solutions (and "we" and "our" should be interpreted accordingly).

By using the Services, you agree to the rules set out in this AUP.

General usage rules

You may use managedsuppliers.com for lawful purposes only.

You agree that when using the managedsuppliers.com or communicating via managedsuppliers.com, you must not use Services or transmit, store or process Content:

- in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
- in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity
- in a way to be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

Without limiting the generality of the foregoing, you must not defame, abuse, harass, threaten or otherwise violate the legal rights of others, of Aventario Solutions, Aventario Services or of any third party. You must not in any way express any material or information that is defamatory, infringing, obscene, pornographic, racist, terrorist, indecent or unlawful, or create, post, promote, support, transmit, store or otherwise distribute illegal material, illegal or fraudulent activities.

You must 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.

Usage of Service for competitive purpose

You must not monitor Service availability, performance or functionality for any competitive or any other purpose.

You agree not to access managedsuppliers.com for the purpose of developing or operating a competitive product or service or copying managedsuppliers.com features or user interface.

Unlawful Content

Furthermore, Content and the use of Content by us in any manner licensed or otherwise authorized by you must not, without limitation:

- be defamatory or maliciously false;
- be obscene or indecent;
- infringe any intellectual property right or moral right;
- infringe any right of confidentiality, right of privacy or right under data protection legislation;
- constitute negligent advice or contain any negligent statement;
- constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- be in contempt of any court, or in breach of any court order;
- constitute a breach of racial or religious hatred or discrimination legislation;
- constitute a breach of any contractual obligation owed to any person.

Factual accuracy

Content must not be untrue, false, inaccurate or misleading.

Statements of fact contained in Content and relating to persons (legal or natural) must be true.

Marketing and spam

You must 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.

Content must not constitute or contain spam, and you must not use the Services to store or transmit spam.

You must 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.

You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.

You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

Regulated businesses

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

You must not use the Services for any purpose relating to the offering for sale or distribution of knives, guns or other weapons.

Monitoring

You acknowledge that we do not actively monitor the Content and we may monitor the use of the Services.

Data mining

You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

Harmful software

You must not contribute to destructive activities such as dissemination of viruses, spam or any other activity that might harm managedsuppliers.com, its users or Aventario Solutions or Aventario Services in any way,

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

The Content must not contain or consist of, and you must not promote, distribute or execute 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.

Suspension and Revocation of Rights

If Aventario Solutions has reasonable grounds to believe that you violated this AUP, Aventario Solutions reserves the right to suspend or revoke your access or access of your users to managedsuppliers.com.