



# **Fair Use Policy**

## **April 2025**

# Metrikus Software Limited - Our Terms of use and Fair Use Policy

Please read the terms of this policy carefully before using our platform. References to “our”, “we” or “us” shall be references to the Platform Owner. The Platform Owner shall be the person with whom you have contracted either directly or indirectly and who has requested you to agree to these terms of use and fair use policy.

This fair use policy sets out the fair use and content standards that apply when you use our platform.

We may make changes to the terms of this policy and amend these terms from time to time. Every time you wish to use our platform, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 10 April 2025.

## Access

Your access to our platform is governed by the following:

- You must be an employee or an independent contractor of our licensee (or a licensee of one of our resellers).
- You must keep a secure password for your use of our platform and change that password no less frequently than quarterly.
- You shall keep your password confidential.
- You will not allow your login details or password to be used by anyone else (unless it has been reassigned in its entirety to another individual by your employer or engager, in which case you shall no longer have any right to access or use the platform).

## Prohibited uses

You may use our platform only for lawful purposes. You may not use our platform:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful, fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors or any living person in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, 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.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our platform, or access any of it in order to build a product or service which competes with our platform in contravention of the provisions of our agreement with your employer or engager (if you are a contractor).
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our platform;
  - any equipment or network on which our platform is stored;
  - any software used in the provision of our platform; or
  - any equipment or network or software owned or used by any third party.

## Interactive services

We may from time to time provide interactive services on our platform, including, without limitation, chat rooms and bulletin boards (interactive services). Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our platform, and we will decide in each case whether it is appropriate to use moderation

of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our platform, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

### **Content standards**

These content standards apply to any and all material which you contribute to our platform (Contribution), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

The Platform Owner will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from the Platform Owner if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other businesses.

### **Breach of this policy**

When we consider that a breach of this fair use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this fair use policy constitutes a material breach of the terms of our commercial agreement with your employer or engager (if you are a contractor) and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right, or your employer's or engager's right, to use our platform.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our platform.
- Issue of a warning to you.
- Legal proceedings against you, your employer or engager 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, your employer or engager.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this fair use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.