

ACCEPTABLE USE POLICY

1. Subject Matter and Scope

1.1 This Acceptable Use Policy (“AUP”) applies for any and all access and use of the Ombori Grid Platform and the Phygrid Marketplace and all associated content (the “Service”) made available by Phygrid AB (“Phygrid”). The purpose of this AUP is to set out a code of conduct and a use policy for all individuals using the Service (each a “User”), designated by a legal entity (“End-Customer”) having entered into a separate agreement regarding the Service with Phygrid.

1.2 The User will use the Service on behalf of, and as a duly appointed representative of, the End-Customer. To the maximum extent permitted under applicable mandatory law, Phygrid will not enter into any contractual relationship with the User and Phygrid will not assume any obligations or liability in relation to the User.

2. Registration and Access

Access to the Service requires the User to create and register a user account (“Account”) using the credentials provided by Phygrid and/or End-Customer.

2.1 When registering, the User undertakes to provide accurate information and shall keep such information at all times fully updated and relevant. E-mail addresses and other contact information may be used by Phygrid for contacting the User in connection with the provision of the Service. The User will ensure that he/she receives e-mails that are sent to the e-mail address provided by the User.

2.2 The access credentials and login details are personal and may only be used by the User. The User is required to carefully store his/her access credentials, not share them with anyone and protect them from unauthorised access.

2.3 The User must take all necessary action to prevent unauthorized access to an Account (such as taking necessary measures to prevent physical access to the device or devices used to log in to the Account).

3. Use of the Service

In using the Service, the User shall:

- 3.1
- a) duly use the Service only as instructed by End-Customer, and always on behalf of End-Customer;
 - b) before accessing the Account and the Service, during use and when transferring data, take all reasonable precautions against security attacks and to prevent viruses, trojan horses or other programs or malware that may damage software;
 - c) ensure that the data and information which is transferred or otherwise submitted to the Service is not protected by an obligation of confidentiality towards a third party, does not constitute trade secrets, is not protected by intellectual property rights of a third party and that the User is otherwise entitled to possess and submit such data and information to the Service;

- d) at all times comply with all applicable national and international laws, regulations and ordinances;
- e) only upload (permitted) content (such as videos, pictures and other media) to the User's designated file storage;
- f) notify Phygrid promptly about any possible unauthorised use of his/her access credentials and/or login details, misuse or theft of the Account and any security risk (e.g. vulnerability) related to the Account or the Service, and of any possible or actual violation of this AUP;
- g) inform Phygrid promptly of any errors in the functionality of the Account, the Service or the information provided therein; and
- h) notify Phygrid promptly if the User erroneously gains access to data that is obviously not intended to be accessed by the User.

3.2 In using the Service, the User shall not:

- a) access or use the Service for any purpose except for End-Customer's internal business purposes, and in particular not for the purpose of building a competitive product or service or copying its features or User interface nor in the operation of a service bureau, outsourcing or time-sharing service;
- b) allow the Service to access, directly or indirectly, in any manner whatsoever, any End-Customer or third party database except for such database access which is provided by Phygrid as part of the Service, if applicable;
- c) breach or defeat system or network security measures such as authentication, authorisation, confidentiality, intrusion detection or monitoring or similar;
- d) copy, sell, resell, license, transfer, assign, sub-license, rent, lease, or otherwise make the Service available, in whole or in part, to any affiliate of End-Customer or any third party;
- e) translate, disassemble, decompile, reverse-engineer or otherwise modify or attempt to discover the source code of the Service;
- f) create derivative works of, or based on, any parts of the Service;
- g) interfere with or disrupt the integrity or performance of the Service or other equipment or networks connected to the Service, and in particular not transmit any content containing viruses, trojan horses or other programs or malware that may damage software;
- h) transmit, upload or otherwise make available any offensive, illegal, defamatory or inappropriate content (including, without limitation, content containing or promoting hate, violence, pornography, sexually explicit content or any similar);
- i) link to any content uploaded or otherwise made available in the Service on any other services, platforms or websites;
- j) use the Service in a way that could damage, disable, overburden, impair or compromise OmboriGrid's systems, infrastructure or security, or interfere with or harm other Users;
- k) harm other persons;

- l) infringe personal rights, intellectual property rights, copyrights or any other proprietary rights of Phygrid (including, without limitation, the Service) or any other party;
- m) change or remove any notices and notations from the Service that refer to intellectual property rights or brand names;
- n) make any use of the Service that violates OmboriGrid's rights or any applicable local, state, national, international or foreign law, treaty, or regulation;
- o) gain access to the Service by any means other than the Account or other permitted means;
- p) disclose the User authentication or circumvent security of the Account, the Service or any host, network, or account related thereto; or
- q) use a false identity with the purpose of misleading others or to gain unlawful or unauthorised access to the Account or the Service.

3.3 To the extent the User uploads any suggestions, recommendations, feature requests or other feedback onto the Service, Phygrid may exploit them free of charge to develop, improve and sell any of its products and services.

4. Compliance and Suspension

4.1 The User acknowledges that Phygrid or a third party on OmboriGrid's behalf may monitor the User's access to and use of the Account and the Service for OmboriGrid's internal business purposes, e.g. to the extent required to ensure compliance with this AUP, and to develop and improve OmboriGrid's products and services.

4.2 Phygrid may, at any time, immediately suspend (temporarily or permanently) the User's access to and use of the Account and the Service if, for example, Phygrid suspects that this AUP has been breached, that User has violated any other applicable use policy for the Account or the Service, or for any other objectively serious reason. Any termination or suspension may be undertaken with or without notice to User.

4.3 The User is responsible for violations of this AUP by anyone using the Service with the User's Account, including unauthorised use due to the User's failure to use reasonable security precautions to protect login details to the User's Account. The User's use of the Service to assist another person in an activity that would violate this AUP if performed by User is a violation of the AUP.

5. Confidentiality and Data Processing

5.1 The User may gain access to confidential information through the Account. The User undertakes to observe and comply with any and all confidentiality notices or restrictions provided in the Service. Confidential information may only be used for the purpose of access to and use of the Account and the Service and always in accordance with this AUP and OmboriGrid's instructions.

5.2 The User is required to immediately inform Phygrid if the User becomes aware of an imminent breach of OmboriGrid's or any of its partners' confidentiality interests or that such a breach has taken place, or upon existence of a suspicion.

5.3 Personal data about Users will be processed in accordance with General Data Protection Regulation (EU) (2016/679) and separate privacy notice(s) provided by Phygrid, as amended and notified to Users from time to time.

6. No Warranty and Liability

6.1 The service is a standard service offering and is provided "as is", "as available" and "with all faults". Phygrid makes no representations or warranties or endorsements of any kind whatsoever, express or implied, as to the Service. In addition, Phygrid hereby disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, custom, trade, system integration and freedom from bugs, computer virus or malware.

6.2 To the fullest extent permissible by law, Phygrid assumes no liability towards the User including, without limitation, for defects or errors in the Account or the Service and the information contained therein, particularly for their accuracy, correctness, freedom of property rights and copyright of third parties, completeness and/or usability and nothing in this AUP shall be interpreted as an undertaking of any liability by Phygrid towards the User.

7. General

7.1 In the event any provision of this AUP is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

7.2 Phygrid reserves the right to amend this AUP from time to time, in its sole discretion. All changes to this AUP will become effective upon posting of a revised copy of the AUP on OmboriGrid's website.

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