

This Acceptable Use Policy (“AUP”) forms part of the agreement between Customer and Operati governing Customer’s use of the Service (“Agreement”). All capitalised terms not defined herein are as defined in the Agreement.

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SERVICE OR HOSTED SOFTWARE

This acceptable use policy sets out the content standards that apply when a Customer uploads content to a Service, makes contact with other users via the Service or interacts with the Service in any other way.

Prohibited uses

A Customer may not use the Service:

- 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 or includes illegal content or promotes any illegal content or activity.
- For the purpose of harming or attempting to harm or exploit minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which is defamatory, obscene, offensive, hateful or inflammatory, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringes any copyright, database right or trademark of any other person, infringes any copyright, database right or trademark of any other person.
- To include any advertising or promote any services or web links to other online services.
- 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 malicious software being any device or thing that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network, telecommunications service, equipment or network, or any other service or device; or prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part); or adversely affect the user experience, including (without limitation) worms, trojan horses, viruses, logic bombs, time bombs, backdoors, trap

doors, artificial intelligence-software and other software used for opponent-profiling, automatic betting and other similar or related behaviour.

- To upload terrorist content.

The Customer also agrees:

- Not to reproduce, duplicate, copy or re-sell any part of the Service in contravention of the provisions of the Service Terms
- Not to access without authority, interfere with, damage or disrupt:
 - any part of the Service
 - any equipment or network on which the Service is stored;
 - any software used in the provision of the Service; or
 - any equipment or network or software owned or used by any third party.

Breach of this policy

When Operati consider that a breach of this acceptable use policy has occurred, Operati may take such action as Operati deems appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the Operati Standard Terms upon which a customer is permitted to the Operati Service, and may result in Operati taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of a Customer's right to use the Service.
- Immediate, temporary or permanent removal of any contribution uploaded by a Customer to the Service.
- Legal proceedings against a Customer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Disclosure of such information to law enforcement authorities as Operati reasonably feel is necessary or as required by law.

Operati excludes the liability for all action we may take in response to breaches of this acceptable use policy. The actions Operati may take are not limited to those described above, and it may take any other action it reasonably deems appropriate.