

SOLUTIONPATH

STREAM ACCEPTABLE USE POLICY

Updated April 2019



What's in these terms?

This acceptable use policy sets out the content standards that apply when any person or business uses the Subscription Services.

By using the Subscription Services you accept these terms

By using the Subscription Services, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use the Subscription Services.

We may make changes to the terms of this policy

We amend these terms from time to time. Every time you wish to use the Subscription Services, please check these terms to ensure you understand the terms that apply at that time.

Prohibited uses

You may use the Subscription Services only for lawful purposes. You may not use the Subscription Services:

- 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;
- for the purpose of harming or attempting to harm minors in any way;
- to bully, insult, intimidate or humiliate any person;
- 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;
- interfere with a third party's use of the Subscription Services;
- violate, or encourage the violation of, the legal rights of others, including, but not limited to, infringing or misappropriating any intellectual property or proprietary right of another;
- engage in, promote or encourage illegal activity or use the Subscription Services for an unlawful, defamatory, abusive, harassing, obscene, violent, deceptive or fraudulent purpose;
- impersonate any person or entity without consent, including sending altered, deceptive or false source-identifying information (spoofing, phishing);

- disable, interfere with or circumvent any aspect of the Subscription Services, including any storage, access, usage or user limits;
- disable, interfere with, abuse, disrupt, intercept, circumvent or otherwise violate any security or authentication measures;

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Subscription Services.
- not to access without authority, interfere with, damage or disrupt any equipment or network on which the Subscription Services is stored.

Breach of this policy

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

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use the Subscription Services, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Subscription Services,
- issue of a warning to you,
- legal proceedings against you 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.
- disclose 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 acceptable 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.

Which country's laws apply to any disputes?

If you are a consumer, please note that the terms of this policy, its subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring

proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.