

kleene

ACCEPTABLE USE POLICY

This acceptable use policy (the "**Policy**") sets out the rules governing kleene services, including data warehouse services (the "**Services**") and the transmission, storage and processing of content by means of the Services (the "**Content**").

Other kleene legal documents referenced in this Policy, and which also applies to customer use of the Services, are set out in the following table.

Subscription T&Cs	Terms and conditions for kleene's cloud-based software subscription services	https://kleene.ai/legal/
Professional Services T&Cs	Terms and conditions for kleene's professional services	https://kleene.ai/legal/

References in this Policy to "**you**" are to any customer for the Services under the Subscription T&Cs and/or the Professional Services T&Cs and any individual user of the Services (and "**your**" should be construed accordingly); and references in this Policy to "**us**" are to Minoro Limited (and "**we**" and "**our**" should be construed accordingly).

By using the Services, you agree to the rules set out in this Policy; in addition, we may require that you expressly agree to the rules set out in this Policy before using the Services.

1. General usage rules

1.1 The Services are subject to the following fair use policy:

- (a) you must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability, integrity, performance or accessibility of the Services; and
- (b) you must not use the Services in any way that involves making an unreasonable number of requests to the Services or otherwise placing an unreasonable load upon the Services.

1.2 You must not use the Services:

- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

- 1.3 You must not use the Services in any way that breaches, or is liable to put us in breach of, any order or other requirement of any governmental authority.
- 1.4 You must comply with all export and import laws and regulations of the US, UK and other applicable jurisdictions in relation to your use of the Services.
- 1.5 You must not use the Services in any way that breaches, or is liable to put us in breach of, any terms and conditions applicable to the services that are integrated with the Services or upon which the Services depend.
- 1.6 You must not conduct or request that any other person conduct any load testing or penetration testing on the Services without our prior written consent.
- 1.7 You must not resell or otherwise monetise the Services, save to the extent that we have expressly authorised you to do so under a written reseller agreement.
- 1.8 You must not use the Services in any way that is not envisaged in the documentation for those Services.

2. Content

- 2.1 You must ensure that all Content complies with the provisions of this Policy.
- 2.2 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 2.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

3. US law

- 3.1 Your Content must not include any protected health information ("**PHI**") as that term is defined in the US Health Insurance Portability and Accountability Act ("**HIPAA**"), as amended and supplemented, unless you are the covered entity (as that term is defined in HIPAA) of such PHI.
- 3.2 Your Content must not include any information that is controlled under the US International Traffic in Arms Regulations.

4. Harmful software

- 4.1 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.
- 4.2 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.

5. Breaches of Policy

5.1 If you are a kleene customer, any breach of this Policy will constitute a breach of the contract between us and you with respect to the relevant Services.

5.2 If you breach this Policy, or we determine acting reasonably that you have or are likely to have breached the terms of this Policy, we may:

(a) suspend or limit the relevant Services whilst we investigate the matter; and/or

(b) edit or delete the relevant Content,

in each case without prejudice to any obligations you may have to pay charges or fees with respect to the Services, and without prejudice to our contractual and other legal rights.

6. Variation

6.1 This Policy may be varied:

(a) with respect to non-customers, by us updating the Policy as published on the kleene website; or

(b) with respect to kleene customers, in accordance with the provisions of the Subscription T&Cs and/or Professional Services T&Cs as applicable between kleene and the relevant customer.