

Acceptable Use Policy

Updated 17 November 2021

You are accessing the ComplyWorks CMS application as a user, under the direction and authority of a ComplyWorks Client.

ComplyWorks is a British Columbia registered company with offices at Suite 200, 4838 Richard Rd. SW, Calgary, AB, T3E 6L1 Canada. ComplyWorks owns and maintains the supplier management application called CMS. ComplyWorks is a subsidiary of Veriforce LLC.

By using ComplyWorks, you accept this Acceptable Use Policy in full.

If you disagree with this Acceptable Use Policy or any part of it, you must not access the ComplyWorks application.

Your access and actions on the application are governed by:

- This Acceptable Use Policy,
- The Terms Of Service (TOS) between the Company you work for and ComplyWorks
- The Master Services Agreement between ComplyWorks and the Client
- The ComplyWorks Privacy Policy

You may not access the CMS if you are a direct or indirect competitor or for purposes of monitoring the availability, performance or functionality of the CMS or for any other benchmarking or competitive purposes.

In accessing the ComplyWorks application, you have to comply with the following rules:

Disruption of the CMS. You may not:

- Attempt to gain access to the CMS or its related systems or networks in a manner that is different to the methods of authentication and authorization configured by ComplyWorks
- Access, tamper with, or use non-public areas of the application, ComplyWorks's computer systems, or the technical delivery systems of ComplyWorks's providers
- Probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure
- Mirror, scrape or data-mine any of ComplyWorks websites and the CMS or any of their content in any form and by any means
- Access or search the application by any means other than ComplyWorks's publicly supported interfaces (for example, "scraping")
- Attempt to disrupt or overwhelm our infrastructure by intentionally imposing unreasonable requests or burdens on our resources (e.g. using "bots" or other automated systems to send requests to our servers at a rate beyond what could be sent by a human user during the same period of time)
- Interfere with or disrupt the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, mail-bombing the application, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the application
- Reverse engineer, decompile or disassemble any portion of the CMS, including but not limited to, any software utilized by ComplyWorks in the provision of its application and services

Misuse of the CMS. You may not utilize the application to carry out, promote or support:

- Any unlawful or fraudulent activities
- The impersonation of another person or entity or the misrepresentation of an affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others
- Activities that are defamatory, libelous or threatening, constitute hate speech, harassment, or stalking

- Activities that breach confidentiality and intellectual property rights of any information, materials or documentation
- The publishing or posting of your or other people's private or personally identifiable information that is not directly related to the purposes of CMS
- The sending of unsolicited communications, promotions advertisements, or spam
- The publishing of or linking to malicious content intended to damage or disrupt another user's browser or computer
- Promotion or advertisement of any products or services
- Distribution or commercial exploitation of the application
- Modification, copying, creating or downloading any derivative works based on the CMS or its related services and documentation
- Licensing, sublicensing, selling, reselling, renting, leasing, transferring, distributing, timeshare or otherwise make available the CMS without ComplyWorks' express permission

Content standards within the application.

You have sole responsibility for: (a) the content, accuracy, quality, use and legality of all electronic data, information and materials submitted by you to the CMS; (b) the security, confidentiality and use of your access credentials; and (c) preventing unauthorized access to, or use of, the CMS, and shall notify ComplyWorks promptly of any such unauthorized access or use.

You may not post, send or store any content, documents or materials on the CMS that:

- Are not strictly related to the purpose of the application as contained in the contractual agreement between you or the Client and ComplyWorks
- Violate any applicable law, ComplyWorks' and any third party's intellectual property rights, or anyone's right of privacy or publicity
- Are deceptive, fraudulent, illegal, obscene, pornographic, defamatory, libelous or threatening, constitutes hate speech, harassment, or stalking

- Contain viruses, bots, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs capable of halting or impairing operations or erasing, altering, copying or executing unapproved transfers of data or programs
- Contain information that you do not have a right to make available under law or any contractual or fiduciary duty
- Contain special characters, commands or scripts that will result in remote code execution and/or CSV injection, such as Equals to ("="), Plus ("+"), Minus ("-"). At ("@")"

Violations of this Acceptable Use Policy. In addition to any other remedies that may be available to us, ComplyWorks, in its sole discretion, reserves the right to:

- Remove any content from the application
- Immediately suspend or terminate your access to the application upon notice and without liability for ComplyWorks in case of any violations of this Acceptable Use Policy and
- Inform the Client that granted you access of the existence of any violations of this Acceptable Use Policy

Modifications to this Policy. ComplyWorks may amend or modify this Acceptable Use Policy from time to time. We will post a notification of any such changes on the CMS. If you object to any such change(s), your sole recourse shall be to cease using the application. Continued use of the application following notice of any such changes shall constitute your acknowledgement and acceptance of such changes.