

Authorised Use Policy

This authorised use policy (“**AUP**”) applies to the Customer and all Authorised Users (“**you**”) of the Solution and Services.

By using or accessing the Solution or Services, you agree to be bound by the terms of this AUP.

The Company (“**we**”) reserves the right to amend this AUP from time to time and will notify you by posting a revised copy of the AUP on our website at www.Celcat.com

1. WHAT YOU CANNOT DO

You agree not to access or use the Solution or Services:

- in any way prohibited by law, regulation, governmental order or decree;
- in breach of, or to encourage the breach of, the legal rights of others (for example: to infringe the intellectual property rights of others);
- to engage in, promote or encourage illegal activity;
- defame any person;
- discriminate against any person based on race, sex, religion, nationality, disability, sexual orientation or age;
- to spam or distribute malware or any items of a destructive or deceptive nature;
- to falsify any protocol or email header information (e.g. “spoofing”);
- to try to gain unauthorised access to or disrupt any part of the Services, data, account or network by any means;
- to execute load, stress, performance, penetration or vulnerability tests;
- to intentionally distribute viruses, worms, Trojan horses, hoaxes, corrupted files or other items of a destructive or deceptive nature;
- in a way that could reasonably harm the Solution or Services or negatively impair anyone else’s use of them;
- for the collection, storage or processing of any personal data unless you have received prior consent from the individual whose personal data is being used;
- to generate, publish, distribute or facilitate the sending of mass unsolicited emails or advertising (“spam”);
- to copy any person, or misrepresent the identity or affiliation of any person with any other person;
- so as to deceive, or be likely to deceive, any person;
- to threaten, abuse or invade another’s privacy, or cause annoyance, inconvenience or needless anxiety;
- give the impression that it emanates from or is approved or endorsed by, us if this is not the case;
- to advocate, promote or assist any unlawful act (such as copyright infringement or computer misuse);
- for any high risk use where failure or fault of the Solution or Services could lead to death or serious bodily injury of any person, or to severe financial, physical or environmental damage;

- if you are under 16.

and we reserve the right to refuse use of gmail.com, hotmail.com etc. email extensions and limit accepted domains to corporate email addresses.

2. SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this AUP. When a breach of this AUP has occurred, we may take such action as we deem appropriate.

You acknowledge and agree that your use of the Solution and Services may be blocked, suspended or terminated, and legal proceedings initiated, for any breach of this AUP. This could also include us:

- immediately (whether temporarily or permanently) removing any posting or material uploaded by you to the Solution or Services;
- issuing a warning to you;
- taking legal proceedings against you for the reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- taking further legal action against you; and
- disclosing such information to law enforcement authorities either as required or as we reasonably feel is necessary.

We exclude all liability for our actions taken in response to breaches of this AUP. The responses described in this AUP are not limited, and we may take any other action we reasonably deem appropriate.

3. CONTACT

You may contact us in relation to any queries you have in relation to this AUP or any documents referred to in it. Please direct all queries to info@celcat.com in the first instance, or to our registered address.

This notice was last updated on 29 July 2024