

# Acceptable use of Adeption Platform

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This Schedule outlines the terms related to the acceptable use of the Adeption leadership development platform.

## 1.1 Definitions.

- (a) “**Platform**” means that Adeption Platform (app.adeption.io) and associated digital products hosted on the Platform.
- (b) “**Customer**” means the party that is procuring the use of the Platform;
- (c) “**Provider**” means the party that is providing the Platform
- (d) “**Authorised User**” means an individual who has been authorised to have access to the Platform.
- (e) “**Customer Data**” means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorised User by or through the Services.
- (f) “**Services**” means any services provided by Provider to Customer in accordance with this Agreement.

1.2 Authorisation. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Provider hereby Authorises Customer to access and use, during the Term, the Services and such Provider Materials as Provider may supply or make available to Customer solely for the Permitted Use by and through Authorised Users in accordance with the Specifications, and the conditions and limitations set forth in this Agreement. Providers End User License Agreement (“EULA”) is superseded by this Agreement. This Authorisation is non-exclusive and non-transferable.

1.3 Authorisation Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer and its Authorised Users shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Services or Provider Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorised User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code;
- (f) upload, post or otherwise transmit any unsolicited or unAuthorised advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) through the Services;
- (g) post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information;
- (h) frame or embed the Services to circumvent the Services;
- (i) impersonate another person or gain unAuthorised access to another person's Account;
- (j) transfer Your Account to any other person;
- (k) use anyone else's Account at any time;
- (l) solicit personal information from any User without their consent;
- (m) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Provider Systems or Provider's provision of services to any third party, in whole or in part;
- (n) remove, delete, alter or obscure any trademarks, Specifications, Documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;
- (o) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual

Property Right or other right of any third party (including by any unAuthorised access to, misappropriation, use, alteration, destruction or disclosure of the data of any other Provider customer), or that violates any applicable Law;

(p) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage; or

(q) otherwise access or use the Services or Provider Materials beyond the scope of the Authorisation granted.

1.4 Use of Customer Data. Provider does not control Customer Data used on the Services and, as such, do not guarantee in any manner the reliability, validity, accuracy or truthfulness of such Customer Data. Customer and its Authorised Users understand that by using the Services, Authorised Users may be exposed to Customer Data that is considered offensive, indecent, or objectionable. Provider has no responsibility to keep such Customer Data from Authorised Users and has no liability for Authorised Users access or use of any Customer Data, to the extent permissible under applicable law.

1.5 Use of Third Party Platforms. Customer may request that the Services give Authorised Users access to links to third party platforms ("Third Party Platforms"). Provider does not endorse any of these Third Party Platforms and does not control them in any manner. Accordingly, Provider does not assume any liability associated with Third Party Platforms. Customer and its Authorised Users need to take appropriate steps to determine whether accessing a Third Party Platform is appropriate, and to protect personal information and privacy on such Third Party Platform.