



# CUSTOMER CODE OF CONDUCT TERMS OF USE 2018

## 1 Terms of Reference

BIGEASY SOFTWARE LTD provide a variety of software applications on a Software-as-a-Service or a Managed Service basis (the “Service”) for use by our customers. This Customer Code of Conduct/Terms of Use document (the “Document”) sets out the rules governing the use of any of these Services, and any data, documents, images, etc. (the “Content”) that may be submitted to a Service.

By using a Service, you (as the “Customer”) agree to the rules set out in this Document.

The current version of this Document is posted on the BIG EASY SOFTWARE Software-as-a-Service website at: <http://bigeasyone.com/Legals/CustomerCodeOfConduct.pdf>

or can be supplied on request by Contacting BIG EASY SOFTWARE LTD as described below.

BIGEASY SOFTWARE LTD reserves the right to change the Document from time to time, any changes becoming effective from the time of posting. BIGEASY SOFTWARE LTD will endeavour to notify all Customers of any updates, but you are advised to check the Document occasionally for any updates.

The Version History of this Document is included in the Appendix.

## 2 General Restrictions

You must not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service, or any of the areas of, or services on, the Service.

You must not use the Service:

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

## 3 Licence

You grant to BIG EASY SOFTWARE LTD non-exclusive licence to store, copy and otherwise use your Content for the purposes of providing and operating the Service.

## 4 Unlawful and Illegal Material

You must not use the Service to store, host, copy, distribute, display, publish, transmit or send Content that is illegal or unlawful, or that will or may infringe a third party's legal rights, or that could give rise to legal action whether against you or us or a third party (in each case in any jurisdiction and under any applicable law).

## 5 Data Mining

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Service without BIGEASY SOFTWARE LTD 's express written consent.

## 6 Harmful Software

You must not use the Service to promote or distribute any viruses, Trojans, worms, rootkits, spyware, adware or any other harmful software, programs, routines, applications or technologies.

You must not use the Service to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.

## 7 Marketing and Spam

Unless by prior written agreement with BIG EASY SOFTWARE LTD, you must not use the Service:

- (a) to transmit or send unsolicited commercial communications.
- (b) to market, distribute or post chain letters, ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar schemes, programs or materials.

## 8 Gambling

Unless by prior written agreement with BIG EASY SOFTWARE LTD, you must not use the Service for any purpose related to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling- related activity.

## 9 Hyperlinks

Unless by prior written agreement with BIG EASY SOFTWARE LTD, you must not link to any website or web page containing material that would, were it posted on the Service, breach the terms as described in this Document.

## 10 Breaches of this Policy

BIG EASY SOFTWARE LTD reserve the right to edit or remove any Content at our sole discretion for any reason, without notice or explanation, if BIG EASY SOFTWARE LTD reasonably believe that the Content breaches the terms as described in this Document.

Without prejudice to this general right and our other legal rights, if you breach this Policy in any way, or if BIG EASY SOFTWARE LTD reasonably suspects that you have breached this Policy in any way,

BIG EASY SOFTWARE LTD may:

- (a) send you one or more formal warnings;
- (b) delete or edit any of your Content;
- (c) temporarily suspend your access to a part or all of the Service; and/or
- (d) permanently prohibit you from using a part or all of the Service.

## 11 Banned Users

Where BIG EASY SOFTWARE LTD suspend or prohibit your access to the Service or a part of the Service, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

## 12 Monitoring

Notwithstanding the provisions of this Policy, BIG EASY SOFTWARE LTD do not actively monitor Content.

## 13 Contacting BIG EASY ONE

To request the latest version of this Document, or for any other reason related to this Document or BIG EASY SOFTWARE LTD Software-as-a-Service offerings, we can be contacted as follows

1. By use of the Contact Form <http://bigeasyone.com/contact-us/>
2. Via e-mail to [saas@bigeasyone.com](mailto:saas@bigeasyone.com)

## 14 Appendix – Document Version History

Version	1.1
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