

This Code of Conduct Document (the **Document**) forms part of the agreement between **PHRONESIS TECHNOLOGIES LIMITED** (the **Supplier**) and you (the **Customer**), (the **Agreement**). Capitalised terms used in this Document shall have the same meaning as ascribed to them in the Agreement.

This Code of Conduct Document was last updated on 01<sup>st</sup> December 2018.

## 1 Customer obligations

- 1.1 The Customer shall at all times and in all respects:
  - 1.1.1 perform its obligations in accordance with the terms of the Agreement (and this Document);
  - 1.1.2 only use, make use of, cause, allow or permit to be used the Services solely for the Purpose and in accordance with the terms of the Agreement, this Document and any Order;
  - 1.1.3 comply with any additional or special responsibilities and obligations of the Customer specified in each Order;
  - 1.1.4 pay the Prices for the Services in accordance with the provisions of clause 6 of the Agreement and the terms of the Order;
  - 1.1.5 co-operate with the Supplier in all matters arising under the Agreement and this Document or otherwise relating to the performance of the Services;
  - 1.1.6 provide all information, documents, materials, data or other items necessary for the provision of the Services, to the Supplier in a timely manner;
  - 1.1.7 inform the Supplier in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services or the performance of any Order; and
  - 1.1.8 obtain and maintain all necessary licences, permits and consents required to enable the Supplier to perform the Services and otherwise comply with its obligations under the Agreement and this Document.
- 1.2 The Customer shall for the duration of the Agreement use its best endeavours to maintain, where reasonably practicable, appropriate insurance cover with a reputable insurance company against all its liabilities and indemnities that may arise under this Agreement.
- 1.3 The Customer undertakes that it will not do, or omit to do, anything to vitiate either in whole or in part any of the insurance cover that it is obliged to have and maintain under clause 1.2 (including, but not limited to, non-payment of any premium).
- 1.4 To the extent permitted by the insurance conditions, the Supplier must provide to the Customer upon request sufficient evidence of the existence, together with details relating to the existence of the insurance cover that it is obliged to have and maintain under clause 1.2.
- 1.5 The Supplier must notify the Customer immediately if any of the insurance cover set out in clause 1.2 lapses or is denied.
- 1.6 The Customer shall ensure that:
  - 1.6.1 all Relevant Services are undertaken with reasonable care and skill;
  - 1.6.2 it complies with all reasonable instructions, conditions and requirements issued by the Supplier at any time which are applicable to and/or affect the Services;
  - 1.6.3 no unauthorised person or persons gain access to the Services;
  - 1.6.4 any login code(s), password(s), PIN(s) and/or pass card assigned or issued by the Supplier to the Customer in connection with the Services is kept strictly confidential and not disclosed to any unauthorised person;

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- 1.6.5 it shall not (and shall procure that Customer Affiliates shall not) do anything to bring the Supplier (and/or any Supplier Affiliate) into disrepute;
  - 1.6.6 the provision of any Relevant Services will not infringe the Intellectual Property Rights of (nor any confidentiality owed to) any third party;
  - 1.6.7 it, and any End Users, do not use the Services in any manner which conflicts with any accepted industry guidelines, practices, codes or memoranda of understanding and in any case which would cause an impact on the Supplier's business relations and/or reputation with its partners, suppliers, contractors and/or customers;
  - 1.6.8 it shall notify the Supplier as soon as reasonably practicable of any failure by it, or any End User, to comply with its/their obligations under the Agreement;
  - 1.6.9 it, and any End Users, do not send unsolicited marketing communications to any person when advertising or marketing the Services and/or the Relevant Services; and
  - 1.6.10 it, and any End Users, shall only use any data and information related to or in connection with the Services for the Purpose.
- 1.7 The Customer shall provide or ensure the provision of customer services to End Users in accordance with Applicable Laws and provide the Supplier with contact details for the Customer's customer services department (where applicable), including email addresses and UK telephone numbers and such other details as the Supplier may reasonably require from time to time. The Customer shall post these details on its website and include them on:
- 1.7.1 all correspondence issued by the Customer to End Users; and
  - 1.7.2 all marketing materials used by the Customer,
- which relates to the Services and such details shall be kept correct and up-to-date by the Customer throughout the term of this Agreement.
- 1.8 The Customer shall not (and shall ensure, where relevant, that all End Users and all Customer Affiliates shall not) use the Services (or permit the Services to be used):
- 1.8.1 in any manner which will impair the operation of the Services in any way;
  - 1.8.2 in any unlawful manner, for any unlawful purpose, fraudulently, in connection with a criminal offence, or in any manner inconsistent with the provisions of the Agreement;
  - 1.8.3 to send messages or communications which are offensive, abusive, menacing, obscene, annoying, incite hatred, panic or anxiety or which are otherwise unlawful;
  - 1.8.4 to access, transmit, publish, display, advertise or make available in any way material which infringes copyright or any other Intellectual Property Right held in any country, is obscene or pornographic or otherwise objectionable, contains threats of any kind, is defamatory in any way or breaches confidence, which is illegal or infringes on any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason;
  - 1.8.5 in any manner which conflicts with any accepted industry guidelines, practices, codes or memoranda of understanding and in any case so as to cause any impact upon the Supplier's business relations and/or reputation with its partners, suppliers contractors and/or customers; or
  - 1.8.6 for any purpose which may result in illegal access to or collection of data while in transit, illegal access to computers or networks, spamming, flooding or any other broadcasts of whatever nature together with any other activity which may adversely affect the Supplier or any third party.
- 1.9 The Customer shall ensure that all End Users and all Customer Affiliates shall:
- 1.9.1 only use, make use of, cause, allow or permit to be used the Services solely for the Purpose and in accordance with the terms of the Agreement, this Document and any Order;

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- 1.9.2 not, other than for the Purpose, resell or disclose to any third party (in any manner or any form) any data or other information which could compromise the privacy of End Users by disclosing identity or location data (even if such data forms part of the Services);
- 1.9.3 comply with their respective obligations under the Company's Data Protection Policy (located here: [\[insert URL of Data Protection Policy\]](#)) and their respective obligations under the Data Protection Laws (as defined in the Company's Data Protection Policy).