



## Newtrax Digital Services - Acceptable Use Policy

### 1. Subject Matter and Scope

- 1.1. This Acceptable Use Policy (the "AUP") applies for any and all access and use of the Digital Services (as such is defined in Newtrax's Supply of Digital Services, <https://newtrax.com/newtrax-digital-terms/>), including all content, functionality, dashboards, data and information provided in the Digital Services.
- 1.2. The purpose of this AUP is to set out a code of conduct and a use policy for all individuals using the Digital Services ("End User"), meaning employees, agents, contractors, representatives and officers designated by a legal entity ("Customer") having entered into a separate services and/or supply agreement regarding the Digital Services with Newtrax ("Newtrax").
- 1.3. Access to and use of the Digital Services by the End User is subject to correct licensing and permissions having been granted by Newtrax to the Customer.
- 1.4. To the maximum extent permitted under applicable law, Newtrax will not enter into any contractual relationship with the End User and Newtrax will not assume any obligations or liability in relation to the End User (see also Clause 6 below).

### 2. Registration and Access

- 2.1. Access to the Digital Services requires the End User to create and register a user account ("Account") using the credentials provided by Newtrax and/or the Customer. When registering, the End User shall provide accurate information and communicate subsequent amendments promptly (where possible, online). Email addresses and other contact information may be used by Newtrax for contacting the End User in connection with the provision of the Digital Services. The End User will ensure that he/she receives emails that are sent to the email address provided by the End User.
- 2.2. On first access, the End User shall promptly change the password received in the course of the registration into an individual password that is known only to him/her.
- 2.3. The access credentials and login details are personal and may only be used by the End User. The End User is required to carefully store his/her access credentials, not share them with anyone and protect them from unauthorized access.
- 2.4. The End User must properly log out of the Account after each use
- 2.5. The End User shall not:
  - 2.5.a. gain access to the Digital Services by any means other than the Account or other permitted means;
  - 2.5.b. circumvent or disclose the End User authentication or security of the Account, the Digital Services or any host, network, or account related thereto; or
  - 2.5.c. use a false identity with the purpose of misleading others or to gain unlawful or unauthorized access to the Account or the Digital Services.

### 3. Use of the Digital Services

- 3.1. In using the Digital Services, the End User shall:
  - 3.1.a. duly use the Digital Services only as instructed by the Customer, and always on behalf of the Customer;
  - 3.1.b. before accessing the Account and the Digital Services, during use and when transferring data, take all reasonable precautions against security attacks and to prevent viruses, Trojan horses or other programs or malware that may damage software;
  - 3.1.c. comply with the mandatory requirement to use the simulation tool in accordance with Section 3 above;
  - 3.1.d. comply with all applicable national and international export and re-export control regulations including, but not limited to, those of the European Union, of the United States of America and regulations of any other country or jurisdiction which may apply;
  - 3.1.e. notify Newtrax promptly about any possible unauthorized use of his/her access credentials, misuse or theft of the Account and any security risk (e.g. vulnerability) related to the Account or the Digital Services, and of any possible or actual violation of this AUP;
  - 3.1.f. inform Newtrax promptly of any errors in the functionality of the Account or the Digital Services or the information provided therein; or
  - 3.1.g. notify Newtrax promptly if the End User erroneously has access to data that is obviously not intended to be accessed by the End User.
- 3.2. In using the Digital Services, the End User shall not:
  - 3.2.a. access or use the Digital Services for any purpose except for Customer's internal business purposes, and in particular not for the purpose of building a competitive product or service or copying its features or End User interface nor in the operation of a service bureau, outsourcing or time-sharing service;
  - 3.2.b. allow the Digital Services to access, directly or indirectly, in any manner whatsoever, any third-party database except for such database access which is provided by Newtrax as part of the Digital Services;
  - 3.2.c. breach or defeat system or network security measures such as authentication, authorization, confidentiality, intrusion detection or monitoring;

- 3.2.d. copy, sell, resell, license, transfer, assign, sublicense, rent, lease, or otherwise make the Digital Services available, in whole or in part, to any affiliate of Customer or third party (unless expressly permitted in accordance with a) above);
- 3.2.e. attempt to discover the source code of the Digital Services (except to the extent permitted pursuant to applicable law);
- 3.2.f. create derivative works of, or based on, any parts of the Digital Services;
- 3.2.g. interfere with or disrupt the integrity or performance of the Digital Services or other equipment or networks connected to the Digital Services, and in particular not transmit any content containing viruses, Trojan horses or other programs that may damage software;
- 3.2.h. use the Digital Services in a way that could damage, disable, overburden, impair or compromise Newtrax's systems, infrastructure or security or interfere with other End Users;
  - 3.2.i. connect any devices that are not approved by Newtrax to the Digital Services;
  - 3.2.j. harm other persons;
  - 3.2.k. infringe personal rights, Intellectual Property Rights, copyrights or any other proprietary rights of Newtrax or any other party;
  - 3.2.l. change or remove any notices and notations from the Digital Services that refer to Intellectual Property Rights or brand names;
  - 3.2.m. access the Digital Services from any location prohibited by Export Laws or if otherwise prohibited for the End User by Export Laws and the End User shall not grant access to a person or entity listed on a sanctioned party list, including without limitation European Union Sanctions List, US Specially Designated National (SDN) lists, US Denied Persons List. "Export Laws" means all national and international export and re-export control regulations including, but not limited to, those of the European Union, of the United States of America and regulations of any other country or jurisdiction which may apply; or
  - 3.2.n. make any use of the Digital Services that violates Newtrax's rights or any applicable local, state, national, international or foreign law, treaty, or regulation.
- 3.3. To the extent the End User uploads suggestions, recommendations, feature requests or other feedback onto the Digital Services, Newtrax may exploit them free of charge to develop, improve and sell any of its products and services.

### 4. Compliance and Suspension

- 4.1. The End User acknowledges that Newtrax or a third party on Newtrax's behalf may monitor the End User's access to and use of the Account and the Digital Services for Newtrax's internal business purposes, e.g. to the extent required to ensure compliance with this AUP, and to develop and improve Newtrax's products and services.
- 4.2. Newtrax may immediately suspend any End User's access to and use of the Account and the Digital Services if, according to Newtrax's reasonable judgment, this AUP has been breached, or for other objectively serious reasons, temporarily or permanently.
- 4.3. The End User is responsible for violations of this AUP by anyone using the Digital Services with the End User's permission or on an unauthorized basis as a result of the End User's failure to use reasonable security precautions to protect login details to the End User's Account. The End User's use of the Digital Services to assist another person in an activity that would violate this AUP if performed by End User is a violation of the AUP.

### 5. Confidentiality and Data Processing

- 5.1. The End User may have access to confidential information through the Account. The End User must observe and comply with any confidentiality notices or restrictions provided in the Digital Services. Confidential information may only be used for the purpose of access to and use of the Account and the Digital Services and in accordance with this AUP.
- 5.2. The End User is required to immediately inform Newtrax as soon as the End User becomes aware of an imminent breach of Newtrax's or its partners' confidentiality interests or that such a breach has taken place or upon existence of such a suspicion.
- 5.3. Personal data about End Users will be processed in accordance with applicable law and separate privacy notice(s) for the Digital Services, as amended and notified to End Users from time to time.

### 6. Liability

- 6.1. Newtrax assumes no liability towards the End User including, without limitation, for defects in the Account or the Digital Services and the information contained therein, particularly for their accuracy, correctness, freedom of property rights and copyright of third parties, completeness and/or usability.
- 6.2. Nothing in this AUP shall limit or exclude Newtrax's liability to the extent that liability cannot be limited or excluded according to mandatory applicable law.

### 7. General

- 7.1. In the event any provision of this AUP is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 7.2. This AUP and the rights granted hereunder may be assigned by Newtrax to any entity within or outside the Newtrax Group; however, an assignment by the End User is not permitted.