

Acceptable Use Policy - FusionFabric.cloud

Finastra International Limited (“**Finastra**”) has developed this Acceptable Use Policy (“**AUP**”) to foster the responsible use of Finastra’s infrastructure, networks, cloud-based offerings, systems, services, software, websites, products, and facilities (collectively, “**the Finastra Infrastructure and Services**”) by our Users, their customers, and other users of the Finastra Infrastructure and Services (collectively, “**Users**”), and to enable us to provide Users with secure and reliable services. By using the Finastra Infrastructure and Services, Users consent to be bound by the terms of this AUP.

Modifications to the AUP

Finastra reserves the right to modify this AUP at any time. Such modifications will be effective when posted and Users are expected to check this page from time to time to take notice of any changes Finastra has made, as this AUP is legally binding. In the event any AUP modification would materially affect User’s business, Finastra will notify User. Any use of the Finastra Infrastructure and Services after posted AUP modifications shall constitute acceptance of such modifications.

Filters and Information Collection

Finastra reserves the right to install and use any appropriate devices to prevent violations of this AUP, including but not limited to, devices designed to filter or terminate access to Finastra Infrastructure and Services. By accepting and using Finastra Infrastructure and Services, Users consent to allowing us to collect service information and routing information in the normal course of our business, and to use such information for general business purposes.

Prohibited Conduct and Uses

Illegal Activity

The Finastra Infrastructure and Services must be used in a manner that is consistent with the intended purpose of the Finastra Infrastructure and Services and may be used only for lawful purposes. Users shall not use the Finastra Infrastructure and Services in order to transmit, distribute or store content: (a) in violation of any applicable law or regulation, including export, import, or encryption laws or regulations; (b) that may adversely affect the Finastra Infrastructure and Services or other Finastra Users; or (c) that may expose Finastra to criminal or civil liability.

Violation of Intellectual Property Rights

Material accessible through or contained within the Finastra Infrastructure and Services may be subject to protection under privacy, data protection, or confidentiality laws and may contain intellectual property rights owned by Finastra or third parties, including but not limited to, copyright, patents, trademarks, trade names, trade secrets, or other proprietary information. Users shall not use the Finastra Infrastructure and Services in any manner that would infringe, dilute, misappropriate, breach, or otherwise violate any such rights or laws.

Users are responsible for ensuring that all applications, software, programs, and content which are hosted through the Finastra Infrastructure and Services are properly licensed from the applicable third parties to the extent required in the context of the applicable deployment. Users will indemnify in full, and keep fully indemnified on a continuing basis, Finastra with respect to any claims by third parties brought against Finastra based on an allegation that any such User failed to comply with its obligations under this paragraph.

Users will promptly respond to any advisory with respect to a Digital Millennium Copyright Act (DMCA). Upon receipt of DMCA notice from Finastra or from any third party, User will promptly remove any offending content, or alternatively seek appropriate legal action to reject the DMCA claim.

Fraudulent/Misleading Content

Users shall not use the Finastra Infrastructure and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations,

or which does not comply with any applicable advertising laws or codes of practice.

Harmful Content

Users shall not use the Finastra Infrastructure and Services to transmit, distribute, or store material that may be harmful to or interfere with the Finastra Infrastructure and Services or any third party's networks, systems, services, or websites. Such prohibited harmful content includes, but is not limited to, viruses, worms, and Trojan horses.

Inappropriate Content

Users shall not use the Finastra Infrastructure and Services to transmit, distribute, or store material that is inappropriate, as reasonably determined by Finastra in its sole discretion, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or violent. Notwithstanding the foregoing or anything else to the contrary, no pornographic content of any kind may be stored (either permanently or temporarily), processed by or transmitted through any of Finastra's cloud-based services or any of Finastra's cloud-based infrastructure.

In the event that Finastra becomes aware that content may violate this AUP and/or expose Finastra to civil or criminal liability, Finastra reserves the right to block access to such material, and suspend or terminate its provision of the Finastra Infrastructure and Services to any User creating, storing, or disseminating such material. Finastra further reserves the right to cooperate with legal authorities and third parties in any investigation of alleged wrongdoing.

Unsolicited E-Mail Messages

Users shall not use the Finastra Infrastructure and Services to transmit unsolicited e-mail messages, including without limitation, unsolicited bulk email ("spam"). Further, Users are prohibited from using the service of another provider to send spam to promote a website hosted on or connected to the Finastra Infrastructure and Services. In addition, Users shall not use the Finastra Infrastructure and Services in order to send e-mail messages which are excessive and/or intended to harass or annoy others. All volume emails or mass mailings shall contain an opt-in/opt-out provision.

Abuse

Users shall not use the Finastra Infrastructure and Services to conduct activities that may be harmful to or interfere with the Finastra Infrastructure and Services or any third party's networks, systems, services, or websites, including but not limited to, flooding, mail bombing, or denial of service (DoS) attacks.

Security Breach Attempts

With the exception of industry standard vulnerability testing as required for compliance, Users are prohibited from violating or attempting to violate the security of the Finastra Infrastructure and Services, or any third-party's computers, accounts, or networks through their use of the Finastra Infrastructure and Services. Users are also prohibited from conducting any activity considered a precursor to attempted security violations, including but not limited to, any form of scanning, probing, or other testing or information gathering activity, without express authorization of the owner of the system or network.

Security Breach and Impending Event Notification

All Users of the Finastra Infrastructure and Services are responsible for notifying Finastra immediately if they become aware of a security breach or an impending event that may negatively affect the Finastra Infrastructure and Services. This includes extortion threats that involve threat of DoS attacks, unauthorized access, or other security events.

AUP Violation Reporting

Users who become aware of a violation of this AUP must report this information to Finastra. Finastra may take any appropriate action as it reasonably deems fit in its sole discretion in respect of such violations.

Complaint Notifications

In most cases, Finastra will notify Users of complaints received regarding an alleged violation of this AUP. Users agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this AUP. Finastra may inform the complainant that User is investigating the complaint and may provide the complainant with the necessary information to contact User

directly to resolve the complaint. User shall identify a representative for the purposes of receiving such communications.

Suspension or Termination

If Finastra determines that any User has violated any provision of this AUP, Finastra, at its sole discretion, may terminate or suspend its provision of the Finastra Infrastructure and Services to that User. However, if Finastra determines that the violation is inadvertent or unintentional, and a resolution is reasonably practical under the circumstances to address the underlying violation, Finastra may limit the suspension of service for the violation of the AUP to the source of the services from which the violation occurred.

Finastra will attempt to notify User prior to suspending service for violation of the AUP (which may be via email or any other notification), however, Finastra may suspend service without notice if Finastra becomes aware of a violation of any applicable law, regulation, or activity, including but not limited to a violation of the AUP, that exposes Finastra to criminal or civil liability, or that exposes the Finastra Infrastructure and Services or any third party property to harm. Such harm may include, but is not limited to, risk of having one or more IP addresses placed on blacklists, or a distributed DoS attack consuming excess resources. Finastra may take such further action as Finastra determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and Finastra shall not be liable for any damages of any nature suffered by any User or any third party resulting in whole or in part from Finastra's exercise of its rights under this AUP.

Cooperation with Investigations

Inappropriate activity may result in civil or criminal liability. Finastra will cooperate with appropriate law enforcement agencies, when requested, and other parties involved in investigating claims of illegal or inappropriate activity. Finastra reserves the right to disclose User information to the extent authorized by applicable law.

Additional Terms and Conditions

The use of the Finastra Infrastructure and Services is subject to the terms and conditions of any agreements entered into with Finastra. This AUP is hereby incorporated into any and all of such agreements by reference.