

1. General

Basware Holdings Limited and its affiliates (“**Basware**”) provide a variety of information and technology related services (“**Services**”). Basware has formulated this Acceptable Use Policy (“**AUP**”) in order to ensure the appropriate use of the Services and the Basware network, systems, and facilities (“**System**”) by our customers, their end-users and any other parties who use or access our Services or the System (collectively, “**Users**”). All Users must comply with this AUP.

Basware reserves the right to change this AUP from time to time and will notify Users by posting a revised copy of the AUP on the System. By using or accessing the Services or System, Users agree to be bound by the terms of this AUP. Any indirect or attempted violation of this policy by or on behalf of a User, and any actual or attempted violation by a third party on behalf of a User, shall be considered a violation of the policy by the User and the User shall be held directly accountable therefore.

2. Acceptable Use

Users shall not use the Services or System to transmit, distribute or store material: (a) in violation of any applicable law, regulation, or judicial order; (b) that violates the terms of this AUP, the terms of any applicable agreement with Basware, or any other Basware policy applicable from time to time; or (c) that may expose Basware to criminal or civil liability. Users shall cooperate with Basware in investigating and correcting any apparent breach of this AUP. Users shall be solely responsible for any material that they maintain, transmit, download, view, post, distribute or otherwise access or make available using the Services or System.

In particular, but without limiting the more general prohibitions in this AUP, Users shall not use (or assist anyone else to use) the Services, System or information contained therein to:

- (a) transmit, distribute or store information or material that, as reasonably determined by Basware, is: (a) inappropriate, obscene (including child pornography), defamatory, threatening, abusive, advocating violence or which breaches any law, statute, contract or regulation (including but not limited to, those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising); (b) introduce any virus or other computer programming routine(s) or material which is malicious or technologically harmful and may damage or interfere with the System, cause software or hardware disruption or failure, significantly reduce System operating speed, compromise any security system, or surreptitiously intercept or expropriate any system, data, or personal information or any third party's networks, equipment, applications, services, or web sites; (c) that interferes with or adversely affects the Services or System or use of the Services or System by other Users; (d) would infringe, dilute, misappropriate, or otherwise violate any privacy, intellectual property, publicity or other personal rights including, without limitation, copyrights, patents, trade marks, trade secrets or other proprietary information (including unauthorized use of domain names); (e) fraudulent or contains false, deceptive, or misleading statements, claims, or representations; (f) the sale of counterfeit or stolen items or (g) violates generally accepted standards of Internet usage;
- (b) attempt to disrupt, degrade, impair or violate the integrity or security of the Services or System or the computers, services, accounts, or networks of any other party;
- (c) avoid incurring any charges due from a User for the Services;
- (d) transmit unsolicited bulk e-mail messages (“**Spam**”); have third parties send out Spam on any user's behalf; receive replies from unsolicited emails (commonly referred to as "drop-box" accounts); or configure any email server in such a way that it will accept third party emails for forwarding (e.g., "open mail relay"). Bulk email may only be sent to

other Users who have expressly requested receipt of such e-mail messages via a "verified opt-in" process, which must be adhered to in its entirety for any bulk email to be considered "solicited" by Basware. Users that send bulk e-mail using any information on the System must maintain complete and accurate records of all e-mail subscription requests (verified opt-ins), specifically including the e-mail and associated headers sent by every subscriber, and to immediately provide Basware with such records upon request of Basware;

- (e) violate the applicable acceptable use policies of any third party;

You shall at all times use up-to-date virus checking software to ensure you do not introduce any virus to the System. Users shall use up-to-date anti-virus software to check and remove any viruses, spyware or other malware in accordance with best industry practice.

You may not reveal your Account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without limitation, the use of your account by any person other than you, arising as the result of misuse of passwords. You will ensure that all persons who access the Marketplace through your Account are aware of this Agreement and comply with it.

3. Basware's rights and remedies

Basware has no responsibility for any material or information created, stored, maintained, transmitted or accessible on or through the Services or System and is not obligated to monitor or exercise any editorial control over such material.

In the event that Basware becomes aware that any such material may violate this AUP or expose Basware to civil or criminal liability, Basware reserves the right to investigate such material, block access to such material and suspend or terminate any Services without liability. Basware further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP, including disclosing the identity of any User that Basware believes is responsible for such violation. Basware also reserves the right to implement technical mechanisms to prevent AUP violations. Nothing in this AUP shall limit in any way Basware's rights and remedies at law or in equity that may otherwise be available.