

This Trintech Acceptable Use Policy (“Policy”) forms part of the Subscription Services Agreement (“Agreement”) found at <https://www.trintech.com/terms-and-conditions/cadency/>. Any terms capitalized but not defined in this Policy will have the meanings assigned to them in the Agreement. This Policy governs the Subscriber Data, and Subscriber’s responsibilities for the use of the Subscription Services.

1. CONTENT RESTRICTIONS OF THE SUBSCRIPTION SERVICES

Trintech does not monitor the content of communications or the data that Subscriber may transmit through the Services and will not be responsible for any such communications or transmissions. Subscriber will use the Services for authorized and legal purposes only, and in accordance with all applicable laws, regulations, and Trintech requirements. Subscriber will not post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law or regulation.

Trintech may remove any violating content or data posted or transmitted through the Services, without notice to Subscriber. Trintech may suspend or terminate any User’s access to the Services upon notice in the event Trintech reasonably determines that such User has violated the terms and conditions of this Policy or the Agreement.

2. USE RESTRICTIONS OF THE SUBSCRIPTION SERVICES

During the Term, Subscriber will not (a) use the Services for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Services; (b) provide passwords or other log-in information of the Services to any third party; (c) share non-public features or content of the Services with any third party; (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functionality or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; or (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler.

In order to protect the security and safety of Trintech’s cloud environment and other customers of the Services, Trintech may suspend Subscriber’s access to the Services without notice upon reasonable belief that Subscriber is violating the content or use restrictions above, in addition to any other remedies Trintech may pursue by contract or by law.

3. USER RESTRICTIONS OF THE SUBSCRIPTION SERVICES

Subscriber will ensure that its Users comply with this Policy and the Agreement and Subscriber will be responsible for any breach of the Agreement by its Users and all activities that occur under such Users’ accounts. Subscriber will ensure that no access to the Subscriptions Services is granted to any Users in countries that are subject to The United States Office of Foreign Assets Control (“OFAC”) sanctions program. If Subscriber becomes aware of any violation by a User, it will immediately terminate such User’s access to the Subscription Services. Subscriber will comply with the User authentication requirements for use of the Subscription Services. Subscriber is solely responsible for monitoring its Users’ access to and use of the Subscription Services. Trintech has no obligation to verify the identity of any person who gains access to the Subscription Services by means of an access ID. Trintech may suspend or terminate any User’s access to the Subscription Services if Trintech reasonably determines a violation of this Policy. Trintech will not be liable for any damages incurred by Subscriber or any third party resulting from such suspension or termination. Subscriber will immediately take all necessary steps, including providing notice to Trintech, to affect the termination of an access ID for any User if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

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