

ACCEPTABLE USE POLICY

English Language Version

J. Sallinger Ltd., trading as DNX360

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ENGLISH

Our Acceptable Use Policy ("AUP" or "Policy") is drafted exclusively in the English language and constitutes the sole governing text with respect to acceptable use. Any use of DNX360's services implies full and unconditional acceptance of the applicable AUP, as reproduced below.

By using the services, the professional client acknowledges that it has read, understood, and accepted this AUP.

FRANÇAIS

Notre Politique d'Utilisation Acceptable (ci-après, la « AUP » ou la « Politique ») est rédigée exclusivement en langue anglaise et constitue le seul texte de référence applicable en matière d'utilisation acceptable. Toute utilisation des services de DNX360 emporte acceptation pleine et entière de l'AUP en vigueur, telle que reproduite ci-dessous.

En utilisant les services, le client professionnel reconnaît avoir lu, compris et accepté la présente AUP.

NEDERLANDS

Onze Acceptable Use Policy ("AUP" of "Policy") is uitsluitend opgesteld in de Engelse taal en vormt de enige toepasselijke referentietekst inzake aanvaardbaar gebruik. Elk gebruik van de diensten van DNX360 houdt de volledige en onvoorwaardelijke aanvaarding in van de geldende AUP, zoals hieronder weergegeven.

Door gebruik te maken van de diensten erkent de zakelijke klant dat hij deze AUP heeft gelezen, begrepen en aanvaard.

DEUTSCH

Unsere Acceptable Use Policy („AUP“ oder „Policy“) ist ausschließlich in englischer Sprache abgefasst und stellt den einzigen maßgeblichen Referenztext im Hinblick auf die zulässige Nutzung dar. Jede Nutzung der Dienstleistungen von DNX360 gilt als vollständige und vorbehaltlose Annahme der jeweils geltenden AUP, wie nachstehend wiedergegeben.

Mit der Nutzung der Dienstleistungen bestätigt der Geschäftskunde, dass er diese AUP gelesen, verstanden und akzeptiert hat.

ESPAÑOL

Nuestra Acceptable Use Policy ("AUP" o "Policy") está redactada exclusivamente en inglés y constituye el único texto rector aplicable en materia de uso aceptable. Cualquier uso de los servicios de DNX360 implica la aceptación plena e incondicional de la AUP vigente, tal como se reproduce a continuación.

Al utilizar los servicios, el cliente profesional reconoce haber leído, comprendido y aceptado la presente AUP.

ITALIANO

La nostra Acceptable Use Policy ("AUP" o "Policy") è redatta esclusivamente in lingua inglese e costituisce l'unico testo di riferimento applicabile in materia di uso consentito. Qualsiasi utilizzo dei servizi di DNX360 comporta l'accettazione piena e incondizionata della AUP vigente, come riportata di seguito.

Utilizzando i servizi, il cliente professionale dichiara di aver letto, compreso e accettato la presente AUP.

DANSK

Vores Acceptable Use Policy ("AUP" eller "Policy") er udelukkende udarbejdet på engelsk og udgør den eneste gældende referencetekst vedrørende acceptabel brug. Enhver brug af DNX360's tjenester indebærer fuld og ubetinget accept af den gældende AUP, som gengivet nedenfor.

Ved at bruge tjenesterne bekræfter den erhvervskunde, at denne har læst, forstået og accepteret denne AUP.

SVENSKA

Vår Acceptable Use Policy ("AUP" eller "Policy") är uteslutande upprättad på engelska och utgör den enda tillämpliga referenstexten avseende tillåten användning. Varje användning av DNX360:s tjänster innebär ett fullständigt och villkorslöst godkännande av den gällande AUP:n, såsom den återges nedan.

Genom att använda tjänsterna bekräftar företagarkunden att den har läst, förstått och accepterat denna AUP.

SLOVENČINA

Naša Acceptable Use Policy („AUP“ alebo „Policy“) je vypracovaná výlučne v anglickom jazyku a predstavuje jediný rozhodujúci referenčný text upravujúci prípustné používanie. Každé používanie služieb DNX360 znamená úplný a bezvýhradný súhlas s platnou AUP, ako je uvedená nižšie.

Používaním služieb profesionálny zákazník vyhlasuje, že si túto AUP prečítal, porozumel jej a akceptoval ju.

This Acceptable Use Policy ("AUP" or "Policy") governs the use of the platform, services, website(s), and any related products or features (collectively, the "Platform") provided by J. Sallinger Ltd., trading as DNX360 ("DNX360," "we," "us," or "our"). This AUP applies to all users of the Platform, including Contractors, SMB Clients, their employees, officers, representatives, agents, and any other individuals or entities accessing or using the Platform (collectively, "Users" or "you").

This AUP supplements and is incorporated into the DNX360 Terms and Conditions (the "Terms"). Capitalised terms used but not defined in this AUP have the meanings given to them in the Terms. In the event of any inconsistency between this AUP and the Terms, the Terms shall prevail.

1. SCOPE AND APPLICABILITY

This AUP applies to all access to and use of the Platform, including without limitation: (a) the DNX360 SaaS application and all modules, features, tools, interfaces, APIs, engines, and databases; (b) the DNX360 website(s) and any subdomains; (c) all content, data, information, and materials accessible

through the Platform; (d) all communications made through or in connection with the Platform; and (e) any offline interactions relating to the Platform, including interactions with DNX360 Personnel, the Implementor Network, and Customer Support.

By accessing or using the Platform, you agree to comply with this AUP. If you do not agree to this AUP, you must not access or use the Platform.

2. GENERAL OBLIGATIONS

You shall:

- use the Platform only for lawful business purposes and in accordance with the Terms, this AUP, and all applicable laws, regulations, and industry standards;
- comply with all reasonable instructions and guidelines issued by DNX360 from time to time regarding use of the Platform;
- maintain the security and confidentiality of your account credentials and promptly notify DNX360 of any suspected unauthorised access;
- ensure that all persons who access the Platform through your account are aware of and comply with this AUP;
- cooperate with DNX360 in any investigation of suspected violations of this AUP.

3. PROHIBITED USES

You shall not, and shall not permit any third party to, engage in any of the following activities in connection with the Platform:

3.1 Illegal and Harmful Activity

- use the Platform for any purpose that is unlawful, fraudulent, deceptive, or harmful under the laws of any applicable jurisdiction;
- use the Platform to facilitate, promote, or engage in money laundering, terrorist financing, sanctions evasion, tax evasion, bribery, corruption, or any other financial crime;
- use the Platform to violate any applicable anti-bribery legislation, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977;
- use the Platform to violate any applicable export control laws, trade sanctions, or embargoes;
- use the Platform to process, store, or transmit any material that violates the rights of any third party, including intellectual property rights, privacy rights, or publicity rights;
- use the Platform to transmit or distribute any content that is defamatory, obscene, threatening, abusive, hateful, discriminatory, harassing, or otherwise objectionable;
- use the Platform to transmit or distribute unsolicited communications, spam, bulk messaging, chain letters, or pyramid schemes.

3.2 Platform Integrity and Security

- attempt to gain unauthorised access to the Platform, any accounts, computer systems, or networks connected to the Platform;
- interfere with, disrupt, or degrade the integrity, performance, security, or availability of the Platform or any associated systems, servers, or networks;
- introduce any viruses, Trojan horses, worms, logic bombs, ransomware, spyware, adware, or other malicious or harmful code, files, scripts, agents, or programs;
- circumvent, disable, damage, or otherwise interfere with any security features, access controls, usage limits, authentication mechanisms, or protective measures of the Platform;
- probe, scan, or test the vulnerability of the Platform or any associated network or system without DNX360's prior written authorisation;
- use the Platform to launch or facilitate denial-of-service attacks, distributed denial-of-service attacks, or any similar attack against any system or network;
- modify, adapt, translate, patch, or create derivative works of any software or code comprising or underlying the Platform.

3.3 Data and Content Restrictions

- upload, submit, or transmit data known to be inaccurate, misleading, fraudulent, or unlawfully obtained;

- collect, harvest, scrape, or otherwise gather personal data or information about other users of the Platform without their consent or without a lawful basis;
- use the Platform to process special category data, sensitive personal information, criminal conviction data, or analogous restricted data unless expressly permitted by the Platform, applicable supplemental terms, or DNX360's prior written approval;
- upload, submit, or store data that violates any applicable data protection law, including the GDPR, UK GDPR, or CCPA;
- share, disclose, or make available your account credentials, API keys, or access tokens to any unauthorised third party.

3.4 Automated Access and Reverse Engineering

- use any robot, spider, crawler, scraper, data mining tool, or other automated means to access the Platform, except as expressly authorised by DNX360 in writing;
- place excessive automated load on the Platform's infrastructure or systems;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, or organisation of the Platform or any part thereof;
- copy, transcribe, record, screenshot, or otherwise reproduce any questionnaire content, question sequences, branching logic, conditional flows, scoring algorithms, or assessment methodologies;
- conduct systematic audit sessions designed to map, reconstruct, catalogue, or benchmark the Platform's questionnaire engine, scoring algorithms, AI models, or diagnostic methodology;
- attempt to derive, extract, reconstruct, or reverse engineer any training data, model weights, prompts, analytical frameworks, or other proprietary information underlying the Platform's AI Engine;
- use the Platform or any data obtained from the Platform for benchmarking, competitive analysis, or competitive intelligence gathering without DNX360's prior written consent.

3.5 Misrepresentation and Manipulation

- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- manipulate, falsify, or artificially influence any assessment, questionnaire response, audit, score, output, or diagnostic result generated through the Platform;
- submit fabricated, synthetic, or artificially generated data to the Platform with the intent to manipulate outputs or game the system;
- use the Platform to create any product, service, diagnostic, or assessment that competes with or is substantially similar to any DNX360 product or service;
- register, use, or apply for domain names, trademarks, trade names, or social media handles that are confusingly similar to DNX360's brand assets;
- claim ownership of or rights in any DNX360 intellectual property, including the Platform, its methodology, its outputs, or its brand.

4. DNX360-SPECIFIC PROTECTIONS

Without limiting the generality of the prohibitions above, the following protections reflect the specific nature of the DNX360 Platform and its proprietary technology:

4.1 Protected Intellectual Property

The following constitute "Protected IP" and may not be reverse engineered, copied, reproduced, extracted, derived, reconstructed, or otherwise misappropriated under any circumstances: the Questionnaire Engine (including all questions, question sequences, branching logic, conditional flows, and scoring algorithms); the AI Engine (including all models, algorithms, prompts, training data, weighting logic, and analytical frameworks); the diagnostic methodology; the Output Report structures; the user interfaces; source code; system architecture; databases; trademarks; brand assets; and all derivative works.

4.2 Protected Obligations

Certain obligations under the Terms are designated as "Protected Obligations" (as defined in Clause 15 of the Terms). These include obligations relating to intellectual property, confidentiality, non-solicitation, non-circumvention, and data protection. Breach of a Protected Obligation may give rise to liquidated damages as specified in the Terms, in addition to any other rights and remedies available to DNX360.

4.3 Monitoring and Active Detection

By using the Platform, you acknowledge and consent to DNX360's right to monitor, log, and analyse Platform usage for the purposes of security, abuse prevention, compliance, and enforcement of this AUP. DNX360 actively monitors for, among other things: (a) attempts to access, copy, or reconstruct Protected IP; (b) patterns of usage indicative of reverse engineering, data scraping, or systematic extraction; (c) manipulation of assessments, scores, or outputs; (d) sharing of account credentials; and (e) other violations of this AUP or the Terms.

5. REPORTING VIOLATIONS

If you become aware of any actual or suspected violation of this AUP, you should promptly report it to DNX360 by email at legal@dnx360.com. Please include as much detail as possible, including the nature of the violation, the identity of the suspected violator (if known), and any supporting evidence. DNX360 will treat reports confidentially to the extent reasonably practicable, subject to legal and regulatory requirements.

6. INVESTIGATION RIGHTS

DNX360 reserves the right to investigate any actual or suspected violation of this AUP, the Terms, or applicable law. In connection with any investigation, DNX360 may: (a) review account activity, usage logs, access records, and other data; (b) request information, explanations, or evidence from Users; (c) engage third-party security professionals, auditors, or forensic specialists; (d) cooperate with law enforcement, regulatory authorities, and other governmental bodies; (e) preserve and produce information or evidence as required by law or legal process; and (f) take any other action that DNX360 considers reasonably necessary to investigate and resolve the matter.

7. CONSEQUENCES OF VIOLATION

Violation of this AUP may result in any one or more of the following consequences, at DNX360's sole discretion and without prior notice (except where required by law):

- issuance of a formal warning;
- temporary suspension of your access to all or part of the Platform;
- permanent termination of your account and all associated access rights;
- removal, disabling, or restricting access to any content, data, or materials that violate this AUP;
- reporting the violation to law enforcement, regulatory authorities, or other relevant governmental bodies;
- bringing legal proceedings against you for reimbursement of all costs resulting from the violation (including reasonable legal fees, investigation costs, and forensic analysis costs);
- pursuing claims for damages, including liquidated damages as specified in Clause 15 of the Terms, which include without limitation:
 - Personnel solicitation: the greater of £50,000 per individual or 12 months' gross fees;
 - Implementor/SMB Client circumvention: the greater of £35,000 per relationship or 24 months' platform fees;
 - Confidentiality/data misuse: the greater of £50,000 per breach or documented costs;
 - Core asset/IP/reverse engineering: £100,000 per breach;
 - White-label/brand misuse: the greater of £25,000 per breach or revenue from unauthorised use.
- seeking injunctive, equitable, or other relief as DNX360 considers appropriate.

Any breach of this AUP may constitute a material breach of the Terms, entitling DNX360 to exercise its rights under the Terms (including suspension and termination of access without refund).

8. NO OBLIGATION TO MONITOR; RIGHT TO MONITOR

DNX360 is under no obligation to monitor or police User conduct or content on the Platform. However, DNX360 reserves the right (but not the obligation) to monitor, review, retain, and disclose any information, content, or data transmitted through or stored on the Platform to the extent

necessary to: (a) satisfy any applicable law, regulation, legal process, or governmental request; (b) enforce this AUP and the Terms; (c) respond to claims that any content violates the rights of third parties; (d) protect the rights, property, or personal safety of DNX360, its Users, or the public; or (e) operate and maintain the security and integrity of the Platform.

9. INDEMNIFICATION FOR VIOLATIONS

You agree to defend, indemnify, and hold harmless J. Sallinger Ltd., its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable legal fees and investigation costs) arising from or related to: (a) your violation of this AUP; (b) your use of the Platform in a manner not authorised by this AUP or the Terms; (c) any content, data, or materials submitted, uploaded, or transmitted by you through the Platform; (d) your violation of any applicable law, regulation, or third-party right in connection with the Platform; or (e) your negligence, wilful misconduct, or bad faith in connection with the Platform. This indemnification obligation survives termination of your account and the Terms.

10. GOVERNING LAW AND JURISDICTION

This AUP, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction, subject to DNX360's right to bring proceedings in any court of competent jurisdiction for the purpose of seeking injunctive or other equitable relief, protecting or enforcing its intellectual property rights, or enforcing a judgment obtained in another jurisdiction.

11. AMENDMENTS

DNX360 reserves the right to modify this AUP at any time in its sole discretion. Changes are effective immediately upon posting to the Website or Platform. Your continued use of the Platform following any changes constitutes your acceptance of the revised AUP. It is your responsibility to review this AUP periodically.

12. CONTACT INFORMATION

For questions about this Acceptable Use Policy, or to report a violation, please contact:

J. Sallinger Ltd.
128 City Road
London, EC1V 2NX
United Kingdom

Email: legal@dnx360.com

END OF ACCEPTABLE USE POLICY