

Acceptable Use Policy

DEFINITIONS

'Pomanda' means the website www.Pomanda.com and any applications and software we make available through it on the internet or on mobile devices, any pages or accounts we operate on third party sites and any content we publish on third party sites. In this policy any reference to 'our site' shall also mean Pomanda.

INTRODUCTION

This acceptable use policy applies to all users of, and visitors to, our site. The policy sets out the content standards that apply when you upload content to our site, make contact with other users on our site, link to our site, or interact with our site in any other way.

Your use of Pomanda at any time means that you have accepted, and you have agreed to abide by, all the policies in this acceptable use policy, which are a part of the Terms of Use and which also apply to your use of our site).

Our site is operated by FinFind Limited, trading as Pomanda (**we** or **us**). We are registered in England and Wales under company number 09681085 and we have our registered office at WeWork, Waterhouse Square, 138 Holborn, London, EC1N 2SW.

To contact us for information about the use of our site, please email us: theteam@pomanda.com , or telephone us during the weekday (except for public holidays in England & Wales) between 9 am to 5pm on 020 3865 5908 and ask to speak to Alex Conroy.

PROHIBITED USES

You may use Pomanda only for internal business use and lawful purposes. You shall not use Pomanda:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- Commercially exploit the content on Pomanda in connection with reselling, licensing, sublicensing, transferring to a third party.
- You shall not reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of use.
- Not access without authority, interfere with, damage or disrupt:
 - any part of Pomanda;
 - any equipment or network on which Pomanda is stored;
 - any software used in the provision of Pomanda; or
 - any equipment or network or software owned or used by any third party.

USERNAMES AND PASSWORDS

You will be asked to register an account to use many of the services on Pomanda. When registering an account you will be asked to create a unique username and password to access the services and functions we provide on Pomanda through that account. All access and activity relating to the account shall be tracked by us. Your username and password is for your sole use only, therefore:

- You must not use another person's username to access our site, nor should you permit any person to use your username and password.
- You must keep your username and password confidential at all times. Disclosing them to someone shall be a material breach of the Terms of Use.
- You must follow good security practices when selecting and protecting your password.

INTERACTIVE SERVICES

We may from time to time provide interactive services on Pomanda.

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to Pomanda (**Contributions**), and to any interactive services associated with it.

You must comply by the letter and also the spirit of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in England & Wales and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Infringe any privacy rights belonging to another person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.

- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SUSPENSION AND TERMINATION

If we determine that you have breached this acceptable use policy in anyway then we shall take such action as we deem appropriate.

Any failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use Pomanda, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use Pomanda.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to Pomanda
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all our costs and expenses which you agree to pay on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Any delay or failure on our part to act in response to a breach of this policy shall not be deemed to be acceptance of the breach or a waiver of our right to take action against the breach.

CHANGES TO THE ACCEPTABLE USE POLICY

We reserve the right to revise this policy at any time without prior notice to you. You accept that this is fair and reasonable. You are obliged to check this page from time to time for any changes we make so as to comply with the policy, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our website.