

## **Footdown Sensemaking™ Free Trial Terms and Conditions**

1. Participants are invited to sign up for a Free Trial Month of Footdown Sensemaking™ for the purpose of using the software within their own business only.
2. Participants may not sign up to the trial if they intend to use the software in a consultancy capacity with external clients or if they intend to use the trial to try to understand or replicate the software or component parts of Footdown Sensemaking™. If you wish to speak to us about being a Footdown Reseller, please get in touch via our Contact Us page.
3. The trial will give access to Footdown Sensemaking™ free of charge for the first month for up to 100 participants. During this month, our customer success team will work with you to support the trial and make sure you get the maximum possible from the software. You are able to use the tool as often as you chose to among the 100 participants identified.
4. A participant is counted when an employee has taken part in an event at the request of the client. Participants, once counted, cannot be transferred within the period of the trial.
5. The trial date will commence when the first survey is issued to Participants and will run for 30 days from this point.
6. As we report back your first Survey results we will take you through use of the Footdown Sensemaking™ Dashboard on which results display. Should you have your own Business Intelligence tools, we will work in partnership with you following the trial to agree how Footdown integrates into these. Please note: this may incur additional cost.
7. We take the security of Customer data extremely seriously. Our product runs in a virtual server environment on hardware located in the UK. Please see our separate Cloud Security Policy and Customer Data Processing Policy.
8. We would expect all Trial participants to adhere to our Acceptable Use policy set out below.
9. Trial Clients can get in touch with us at any stage of their trial via support@footdown.com. Our Customer Success Helpdesk will be available from 09:00-17:00 on business working days, excluding UK Bank Holidays. We will aim to answer your query within 24 hours of it being raised to us.

## SCHEDULE 1 (ACCEPTABLE USE POLICY)

### 1. Introduction

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of the website at [www.footdown.online](http://www.footdown.online), any successor website, and the services available on that website or any successor website (the "**Services**"); and
  - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to *Footdown Ltd.* (and "we" and "our" should be construed accordingly).
- 1.3 By using the Services, you agree to the rules set out in this Policy.
- 1.4 We will ask for your express agreement to the terms of this Policy before you upload any Content or otherwise use the Services.
- 1.5 You must be at least 16 years of age to use the Services; and by using the Services, you warrant and represent to us that you are at least 16 years of age.

### 2. General usage rules

- 2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
- 2.2 You must not use the Services:
- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
  - (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
- 2.3 You must ensure that all Content complies with the provisions of this Policy.

### 3. Unlawful Content

- 3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.2 Content and the use of Content by us in any manner licensed or otherwise authorised by you, must not:
- (a) be libellous or maliciously false;
  - (b) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
  - (c) infringe any right of confidence, right of privacy or right under data protection legislation;

- (d) be in contempt of any court, or in breach of any court order;
  - (e) constitute a breach of racial or religious hatred or discrimination legislation;
  - (f) constitute a breach of any contractual obligation owed to any person.
- 3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

#### **4. Negligent advice**

- 4.1 You must not use the Services to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory services.
- 4.2 Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

#### **5. Marketing**

- 5.1 You must not without our written permission use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.
- 5.2 You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

#### **6. Data mining**

- 6.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

#### **7. Hyperlinks**

- 7.1 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

#### **8. Harmful software**

- 8.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 8.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.