

FAIR USAGE and ACCEPTABLE USE POLICY

Aims of this Policy

Our aim is for our Freemium Sandbox and Partner development environment to be a safe, pleasant and productive working environment. SIMS Technical Integrators are an important part of making Capita products valuable to our joint customers. We welcome Technical Integrators of all levels and encourage you to build Applications and services that read and write data from our products. By “Application,” we mean any software application, functionality, website, product or service that you create that uses Capita’s integration points.

During the development phase, Technical Integrators are required to comply with this Fair Usage and Acceptable Use Policy. Once your Application is ready for a live Integration you will be required to enter into a SIMS Technical Integrator Agreement and be bound by the terms of that Agreement. The Agreement will set out various obligations on you as a Technical Integrator, including your compliance with this Policy for your continued use of our Freemium Sandbox, or the use of our Partner development environment and for effecting and maintaining live integrations.

This Policy covers the entirety of Capita’s development and live integration services and related systems and technology, as well as Capita’s websites such as the SDK and its configuration website and support website (“Services”). It further covers all of the information and content made available by or on behalf of Capita through any of those Services, as well as directly to the Technical Integrator.

Privacy, safety and a high-quality User experience are very important, and this Policy is designed with those goals in mind. We do not cover specific integrations in this Policy, but we aim to give guidance to you as Technical Integrators so that you understand what we consider to be fair and acceptable use of our Services. To protect Users and our Services, we reserve the right to take any action we deem necessary if you or your Application violates the letter or spirit of this Policy.

By “User” we mean any “Authorised User” that has signed up to our Services through our Partner registration process, including anyone who interact with your Application directly or indirectly through our Services or whose Data is exposed to or used by your Application directly or indirectly through our Services. By “Data” we mean data, information or content uploaded, posted, transmitted or otherwise made available by Users via our Services, including messages, files, comments, profile information, metadata and token data.

We take the security of Data very seriously, and you must ensure that as well your Data that your network and the operating system and software of your web servers, databases, and computer systems are properly configured to securely operate your Application and store Data. Data must be stored and served using strong encryption. In addition, you (and your Authorised Users), and your Applications, are prohibited at all times from:

- Degrading or compromising security of our Services or systems in any way
- Providing access to Capita’s Services or systems in any fraudulent or unauthorised way, including bypassing or circumventing Capita’s recognised integration points, protocols and access controls
- Using unpublished Capita APIs
- Using direct calls to Capita Data stores that bypass defined Capita integration points
- Including misleading and/or deceptive statements about you, or your Application’s or service’s functionality, performance, origin or Data use
- Transmitting any viruses or other code that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or Data
- Attempting to reverse engineer or otherwise derive source code, trade secrets, or any other intellectual property in the Capita Services, including its Integration points or any portion thereof

In addition, you (and your Authorised Users) must, in relation to our development environments:

- Not use them in such a way that, in the opinion of Capita, is likely to do any of the above.
- Not use them to an extent that its usage is beyond what can reasonably be deemed fair.
- Not load, or attempt to load, any test data that has not been provided by Capita without the prior agreement of Capita (Ask - partner.support@capita.co.uk).
- Not load, or attempt to load, any personal data.

Data Privacy: If you offer your Application for use by others outside your organisation, you must maintain a user agreement or contract and privacy policy for your Application or service, which is provided to Capita for display on the Capita sites through which Users authorise Data transfers between your Application and our applicable Services. Your privacy policy must meet applicable legal standards and describe the collection, use, storage and sharing of personal data in clear, understandable and accurate terms.

Data Breach: If Data is breached, exposed, exploited, or otherwise compromised through your Application or company, you must inform all affected Users and Capita immediately via Partner.support@capita.co.uk.

Violations of this Policy may result in the removal of your Applications from the Application Tiles Store, loss of integrations point access (in the development environment and to live integrations) through token revocation or other means, suspension of other Services granted to you and your Authorised Users, User notifications (to data controllers) of Data Breaches and/or the removal or suspension of rights under this Policy, legal action or any other action deemed necessary by Capita. If requested, you must provide us with proof of compliance with this Policy. If you violate this Policy, we may or may not provide notice before taking action depending on the severity of our concerns. Please note that we may periodically audit our development environments and live integrations.

This Policy will change as the Capita integration points grow and evolve. Please check back regularly for updates. We may use your email address or a notice through our Services to communicate any material changes to this Policy.

Use of Capita's integration points, and associated configuration, documentation and development environments is governed by the following restrictions:

Technical Integrators and their Authorised Users must:

- a. not access Capita's integration points or documentation in violation of any law or regulation;
- b. not access Capita's integration points in any manner that:
 - compromises, breaks or circumvents any of our technical processes or security measures associated with our Services,
 - poses a security vulnerability to our customers or Users of our Services, or
 - tests the vulnerability of our systems or networks;
 - access our integration points or documentation in order to replicate or compete with our all or any part of our Services;
- c. not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how of our APIs or our Services; or
- d. not attempt to use our APIs in a manner that exceeds rate limits, or constitutes excessive or abusive usage.

By accessing and using our Services, you are deemed to confirm on your own behalf and on behalf of each of your Authorised Users that when you/they access and use our Services that you/they:

- a. Accept responsibility for the security of all credentials provided to access our Partner Portal.
- b. Accept responsibility for the security of all credentials, keys and secrets provided to access the integration points.
- c. Accept responsibility for all calls made to the integration points using credentials provided for that purpose.
- d. Accept that that all calls to integration points are monitored and are attributable to the requestor.
- e. Agree to Capita contacting you/them using the details provided on registration for the Partner Portal with regard to the use of and performance of the Partner Portal and any APIs that they are integrating with.
- f. Understand that prior to being able to access live data of one of our customers (stored in a Capita data source) for the purpose of integrating one or more of your Applications purchased by that customer that you must: have entered into SIMS Technical Integrator Agreement with us; have in place an appropriate customer contract and an appropriate data processing agreement with the customer; notify Capita of the proposed integration; input all required details into our configuration site; and provide all other information (and take all other actions) that Capita reasonably requires in respect of the proposed integration.

We want to help you to ensure that your live integrations are successful and recommend that you contact us prior to advertising an integration is available or entering into any documentation with your customers so that you fully aware of the rights you will acquire under a SIMS Technical Integrator Agreement (and restrictions on those rights) and the data processing activities involved. Our Technical Integrator Team can be contacted by mailing partner.management@capita.co.uk.

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