



QBox Terms of Service

Welcome to QBox. Please read these terms carefully before you use the QBox service.

These Terms of Service set out the terms of a contract between us and our customers. They describe the QBox service we will provide to you, how we will work together, and other aspects of our business relationship. We cannot provide the QBox service to you unless you agree to them. We are Volume Ltd, a limited company registered in England and Wales under company number 03278281 and whose registered office and principal place of business is at Buckhurst Court, London Road, Wokingham, Berkshire, RG40 1PA, United Kingdom. We are referred to as “we”, “us” or “Volume” in these Terms of Service. “You” means the person or entity requesting access to the QBox service.

Your attention is drawn in particular to the ability for us to suspend your access to the QBox Services under section 1.6; section 3, which sets out important disclaimers in respect of the QBox Services; and the limits of liability in section 14.

If you think that there is a mistake in these terms or they require any changes, or you would like to discuss any of them, please contact us at hello@QBox.ai.

You agree to these Terms of Service on behalf of the entity or organisation whose details you enter on the QBox website as subscribing to or evaluating the QBox service. By doing so, you are representing to us that you have the authority to do so.

The binding contract created by your acceptance of these Terms of Service and our acceptance of your order for a subscription is referred to in these Terms of Service as “our agreement”. If you breach any of the terms, we may terminate your access to the QBox Services.

If not given a meaning right away when they are mentioned, capitalised terms (like “the QBox Services”, for example) are defined at the end of these Terms of Service in section 17.

1. Usage of the QBox Services

- 1.1 You may use the QBox Services during the period of your Subscription solely for your internal business operations and subject to these Terms of Service. The right to use the QBox Services applies to you only, and not anyone else (for example, if you are a company, any other company which might be affiliated with you).
- 1.2 You must ensure that your usage of the QBox Services does not exceed your Subscription Allocation.
- 1.3 You must ensure that each of your Authorised Users shall keep a secure password for their use of the QBox Services, and that each Authorised User shall keep their password confidential. You are responsible for maintaining the security of your account and password. Volume will not be liable for any loss or damage from your failure to comply with this security obligation. You will be responsible for any activity undertaken using your account credentials.
- 1.4 You must ensure that you comply at all times with our [Acceptable Use Policy](#), which forms part of our agreement.
- 1.5 We will be entitled to suspend or disable your access to any User Data Model that breaches the provisions of our agreement.



- 1.6 Volume may temporarily disable your account if your usage significantly exceeds the allocation specified in respect of your Subscription. Volume will contact you before taking any such action, except in rare cases where the level of use may negatively impact the performance of the QBox Services for other customers.
- 1.7 From time to time, Volume may make Beta Services available to you at no charge. You may choose to try such Beta Services at your sole discretion. Volume makes no warranty or representation regarding any Beta Services, and may discontinue Beta Services at any time in its sole discretion and may never make them generally available.
- 1.8 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the QBox Services, use of the QBox Services, or access to the QBox Services without the express written permission by Volume.

2. Subscriptions, Upgrades and Downgrades

- 2.1 You may at any time upgrade your Subscription. If you wish to upgrade your Subscription, you shall pay to Volume the relevant fees for such additions as set out on the QBox Website and, if the upgrade is purchased by you part way through a Subscription Period, such fees shall be pro-rated from the date of activation by Volume for the remainder of the current Subscription Period. If you are upgrading from a Trial Subscription to a paid Subscription, we will charge your payment card immediately and your new Subscription Period starts on the day of upgrade.
- 2.2 For downgrades in Subscription level, the new rate starts from the end of your current Subscription Period. There will be no prorating for downgrades made mid-Subscription Period.
- 2.3 You are only permitted to set up one Trial Subscription per legal entity. Any user found setting up multiple Trial Subscriptions for any entity will be terminated and blocked from accessing the QBox Services immediately.

3. Disclaimers

- 3.1 Without limitation, the information provided by Volume regarding any User Data Model is intended for general information only. You acknowledge that QBox Services are not designed for your own particular individual circumstances and the QBox Services are not provided as a substitute for bespoke analysis of the User Data Model.
- 3.2 Volume makes reasonable efforts to update the algorithms and analysis used to power the QBox Services, but it makes no representations, warranties or guarantees, whether express or implied, that the QBox Services or the processes used to generate our evaluation reports are accurate, complete or up to date.
- 3.3 You assume sole responsibility for results obtained from the use of the QBox Services by you, for conclusions drawn from such use, and for any use you make of the User Data Model. Volume shall have no liability for any damage caused by errors or omissions in any information or recommendations provided to Volume by you in connection with the QBox Services.
- 3.4 You acknowledge that the technical processing and transmission of the QBox Services, including User Data Model, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.



4. User Data Model

- 4.1 You own your User Data Model. You are responsible for the legality, reliability, integrity, accuracy and quality of the User Data Model. Except as set out in our agreement, Volume will not have any rights to use your User Data Model.
- 4.2 In the event of any loss or damage to the User Data Model, your sole and exclusive remedy against Volume shall be for Volume to use reasonable commercial endeavours to restore the lost or damaged User Data Model from the latest back-up of such User Data Model maintained by Volume. Volume shall not be responsible for any loss, destruction, alteration or disclosure of User Data Model caused by any third party (except those third parties sub-contracted by Volume to perform services related to User Data Model maintenance and back-up).

5. Usage Data

- 5.1 Volume uses Usage Data to build features and improve the functionality and feature set of the QBox Services, and may disclose to third parties aggregated and anonymised research data (which cannot reasonably be used to infer the identity of any user or customer of Volume) based on the Usage Data and User Data Model. Nothing in our agreement shall restrict Volume from such use of Usage Data.

6. Volume's obligations

- 6.1 Volume will perform the QBox Services substantially in accordance with the Service Description. This does not apply to the extent of any non-conformance which is caused by use of the QBox Services contrary to Volume's instructions, or modification or alteration of the QBox Services by any party other than Volume or Volume's duly authorised contractors or agents. If the QBox Services do not conform with the foregoing undertaking, Volume will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in section 6.1. This section does not apply to any Trial Subscription or Beta Services – these are provided 'as is' without any such commitment.
- 6.2 Volume does not warrant that:
 - (a) your use of the QBox Services will be uninterrupted or error-free; or
 - (b) that the QBox Services and/or the information obtained by you through the QBox Services will meet your particular requirements.

7. Your obligations

You shall:

- (a) without affecting your other obligations under our agreement, comply with all applicable laws and regulations with respect to your activities under our agreement;
- (b) ensure that the Authorised Users use the QBox Services in accordance with the terms and conditions of our agreement and shall be responsible for any Authorised User's breach of our agreement;



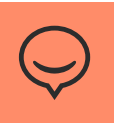
- (c) obtain and shall maintain all necessary licences, consents, and permissions necessary for Volume, your contractors and agents to perform their obligations under our agreement, including without limitation the QBox Services.

8. Charges and payment

- 8.1 Volume offers a free trial period (“Trial Subscription”) allowing you up to ten (10) tests of the User Data Model. Any use of the QBox Services thereafter is subject to you agreeing to a paid Subscription.
- 8.2 Unless you are on a Trial Subscription, you shall pay the Subscription Fees to Volume for the Subscription. Volume reserves the right to change the Subscription Fees at any time. We will post changes on the QBox Website or by e-mail to the address you have provided to us in connection with your account. The changes will be applicable from the end of the then-current Subscription period, or (if you are on a Trial Subscription) at any time.
- 8.3 You shall provide to Volume valid, up-to-date and complete credit card details and any other relevant valid, up-to-date and complete contact and billing details and you hereby authorises Volume to bill such credit card for the Subscription Fees payable in respect of the Initial Subscription Term and thereafter for each Renewal Period.
- 8.4 All amounts and fees stated or referred to in our agreement:
 - (a) are, subject to section 14.3(b), non-cancellable and non-refundable; and
 - (b) are exclusive of any value added tax, which to the extent applicable shall be added to Volume's invoice(s) at the appropriate rate.
- 8.5 You agree to immediately notify Volume of any change in your billing address or the credit card used for payment of your Subscription Fees.
- 8.6 All amounts due under our agreement from you to Volume shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any such deduction or withholding of any tax is required by law, you will notify Volume and will pay any additional amounts necessary to ensure that the net amount that Volume receives, after deduction and withholding, equal the amount Volume would have received if no deduction or withholding had been required.

9. Proprietary rights

- 9.1 You acknowledge and agree that Volume and/or its licensors own all intellectual property rights in the QBox Services. Except as expressly stated herein, our agreement does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the QBox Services.
- 9.2 Volume confirms that it has all the rights in relation to the QBox Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of our agreement.
- 9.3 You may choose to submit comments, feedback, questions, or other information (“Feedback”) to Volume. Volume may freely use, copy and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise.



9.4 “QBox” and the “Q” logo are trade marks of Volume Ltd. You are not permitted to use them without Volume's prior written approval.

10. Identifying you as a user of QBox

10.1 You grant to Volume a royalty-free, worldwide, irrevocable licence for the Subscription Term any logo or other trade mark used by you to identify your goods and services (“User Marks”) for the purposes of (i) providing the QBox Services; and (ii) identifying you, on the QBox Website and its sales and marketing materials, as Volume's customer. Any further use of the User Marks by Volume shall be subject to your prior consent. Volume acknowledges that all goodwill generated through Volume's use of any of the User Marks will accrue to you and Volume hereby assigns and will assign to you any and all goodwill generated through Volume's use of any of the User Marks, without payment or other consideration of any kind to Volume.

11. Confidentiality

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Subject to section 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this section 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.5 You acknowledge that details of the QBox Services, and the results of any performance tests of the QBox Services, constitute Volume's Confidential Information.

11.6 Volume acknowledges that the User Data Model is your Confidential Information.

11.7 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11.8 The above provisions of this section 11 shall survive termination of this agreement, however arising.



12. Indemnity

- 12.1 You shall defend, indemnify and hold harmless Volume against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your User Data Model or any use by you or Authorised Users of the QBox Services in breach of our agreement.
- 12.2 Volume shall indemnify you for any claims, actions, proceedings, expenses and costs (including without limitation court costs and reasonable legal fees) amounts awarded against or incurred by you in relation to a third party claim that your use of the QBox Services in accordance with our agreement infringes any copyright, database right, UK patent, or trade mark ('IP Claim'), provided that:
- (a) Volume is given prompt notice of any such IP Claim;
 - (b) you provide reasonable co-operation to Volume in the defence and settlement of such IP Claim, at Volume's expense; and
 - (c) Volume is given sole authority to defend or settle the IP Claim.
- 12.3 In the defence or settlement of any IP Claim, Volume may procure the right for you to continue using the QBox Services, replace or modify the QBox Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 12.4 In no event shall Volume, its employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- (a) the User Data Model or any other data submitted by you; or
 - (b) a modification of the QBox Services by anyone other than Volume; or
 - (c) your use of the QBox Services in a manner contrary to the instructions given to you by Volume; or
 - (d) your use of the QBox Services after notice of the alleged or actual infringement from Volume.
- 12.5 The foregoing and clause 14 state your sole and exclusive rights and remedies, and Volume's (including Volume's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or other intellectual property right.
- 12.6 The indemnity in clause 12.2 above does not apply to free Subscriptions or any Beta Services.

13. Changes

- 13.1 If you have a Trial Subscription, Volume may at any time update and change any part or all of our agreement.
- 13.2 If you have a paid Subscription: Volume may at any time update and change any part or all of our agreement (but not, for avoidance of doubt the Subscription Fees, except as set out in section 8.1). In the event of such a change, Volume shall notify you of the change by email or by means of a message by means of the QBox Services ("Change Notice"). The updated terms will become effective and binding on the next business day in the UK after such notification ("Immediate Change"), unless the Change Notice specifies that the change applies upon the commencement of the next Renewal Period ("Renewal Change"). If an Immediate Change operates to your material detriment, and you do not agree to such a change in the terms, you may terminate this agreement on notice in writing to be sent by you within 28 days after the date of the Change Notice. In the event of a Renewal Change, the change will apply from the commencement of the next Renewal Period.



14. Limitation of Liability

- 14.1 Except as expressly and specifically provided in our agreement:
- (a) you assume sole responsibility for results obtained from the use of the QBox Services by you, and for conclusions drawn from such use. Volume shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Volume by you in connection with the QBox Services, or any actions taken by Volume at your direction;
 - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from our agreement; and
 - (c) the QBox Services are provided to you on an "as is" basis.
- 14.2 Nothing in our agreement excludes the liability of Volume:
- (a) for death or personal injury caused by Volume's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 14.3 Subject to section 14.1 and section 14.2:
- (a) Volume shall not be liable whether in tort (including for negligence or breach of statutory duty), contract (including under the indemnity in section 12), misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under our agreement; and
 - (b) Except in relation to Trial Subscriptions and Beta Services, Volume's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of our agreement shall be limited to the greater of £100.00 (one hundred pounds sterling) and the total Subscription Fees paid for the QBox Services during the 12 months immediately preceding the date on which the claim arose; and
 - (c) In relation to Trial Subscriptions and any Beta Services, Volume's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of our agreement shall be limited to £100 (one hundred pounds sterling).

15. Term and termination

- 15.1 Our agreement shall, unless otherwise terminated as provided in this section 15, commence on the date of activation of your account and shall continue for the Initial Subscription Term and, thereafter, our agreement shall be automatically renewed for successive periods of the same duration (each a **Renewal Period**), unless either you or Volume notifies the other party of termination, in writing, no later than 90 days before the end of the Initial Subscription Term or any Renewal Period (in which case our agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period) or it is otherwise terminated in accordance with the provisions of our agreement. The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.
- 15.2 We may terminate our agreement at any time immediately on notice, in the event that you breach its terms.
- 15.3 We may terminate a Trial Subscription at any time on notice to you.



- 15.4 If you cancel the QBox Services before the end of your current paid up Subscription Period, your cancellation will take effect immediately, and you will not be charged again. But there will not be any prorating of unused time in the last billing cycle.
- 15.5 On termination of our agreement for any reason your right to use the QBox Services will immediately terminate and you shall immediately cease all use of the QBox Services.
- 15.6 We will on termination or expiry of our agreement deactivate or delete your account or your access to your account. You will be unable to access your User Data Model following termination of our agreement.

16. Other Important Terms

- 16.1 Volume shall have no liability to you under our agreement if it is prevented from or delayed in performing its obligations under our agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Volume or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you are notified of such an event and its expected duration.
- 16.2 No failure or delay by Volume to exercise any right or remedy provided under our agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.3 Our agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into our agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in our agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in our agreement.
- 16.4 No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specification or other document shall form part of our agreement except to the extent that Volume otherwise agrees in writing. Except as stated in these Terms of Service, no variation of our agreement shall be binding unless expressly agreed in writing.
- 16.5 Volume may at any time assign, novate, delegate, sub-license or sub-contract any of its rights or obligations under our agreement. You shall not sub-license, assign or transfer any or all of your rights and obligations under our agreement without the prior written consent of Volume.
- 16.6 Our agreement does not confer any rights on any person or party (other than the parties to our agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.7 Our agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have



exclusive jurisdiction to settle any dispute or claim arising out of or in connection with our agreement or its subject matter or formation (including non-contractual disputes or claims).

17. Interpretation

17.1 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. A reference to writing or written includes e-mail or other durable electronic medium. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

17.2 The definitions and rules of interpretation in this section apply in our agreement.

Authorised Users: those of your employees, agents and independent contractors who are authorised by you to use the QBox Services.

Back-up Policy: Volume's standard schedule for backing up User Data Model from time to time in force.

Beta Services: any pre-release and beta features within the QBox Services, that Volume makes available to users in a manner clearly identified with a 'Beta' designation.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5 or 11.6.

Initial Subscription Term: the period of one year or (as agreed with Volume in the Order) one month from the activation of your access to the QBox Services.

Order: the Volume-approved form or online subscription process by which you agree to subscribe to the QBox Services

QBox Services: the data model and conversational AI platform evaluation tool services provided by Volume to you under our agreement via the Platform.

QBox Website: Volume's website at <https://qbox.ai> or any replacement or substitute for it.

Platform: Volume's online platform application by means of which the QBox Services are provided.

Service Description: means the description of the QBox Services on the QBox Website.

Subscription: the subscription purchased by you pursuant to section 8.1 which entitle Authorised Users to access and use the QBox Services in accordance with our agreement, in accordance with the Subscription Allocations.

Subscription Allocation: the usage allocation for your Subscription as agreed with Volume in your Order.

Subscription Fees: the subscription fees payable by you to Volume for the Subscription, as set out from time to time on the QBox Website.

Subscription Period: means the Initial Subscription Term or a Renewal Period (as the case may be).



Subscription Term: has the meaning given in section 15.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Trial Subscription: has the meaning ascribed to it in section 8.1.

Usage Data: Volume's analytics, collected automatically by means of the QBox Services, on User Data Model types and usage, how Authorised Users use the QBox Services, as well as the performance of the User Data Model, the QBox Services and the Platform.

User Data Model: the digital files uploaded by you, or Authorised Users, in JSON or CSV format (or such other format as may be supported by the QBox Services) by means of the Platform, for the purpose of receiving the QBox Services.

Volume Acceptable Use Policy

You must not access, store, distribute or transmit any viruses or malware, or any material during the course of your use of the QBox Services that:

- (a) contains any information relating to an identified or identifiable natural person;
- (b) impairs or attempts to impair security, integrity or availability of the QBox Services, including their use by any other customer of Volume;
- (c) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (d) facilitates illegal activity;
- (e) depicts sexually explicit images;
- (f) promotes unlawful violence;
- (g) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- (h) is otherwise illegal or causes damage or injury to any person or property;
- (i) infringes any person's intellectual property rights;
- (j) contains branding of any commercial organisation other than your own;
- (k) Impersonates any business or entity;
- (l) incorporates materials from a third-party web site (other than with the authority of the owner of the rights to those materials).



You must not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between us and you: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
- (b) use or attempt to use the QBox Services to breach or otherwise circumvent any security or authentication measures, or interfere with or disrupt any user, host or network associated with the QBox Services; or
- (c) access all or any part of the QBox Services in order to build a product or service which competes with the QBox Services; or
- (d) use the QBox Services to provide QBox Services to third parties; or
- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the QBox Services available to any third party except the Authorised Users; or
- (f) attempt to obtain, or assist third parties in obtaining, access to the QBox Services, other than as provided under our agreement; or
- (g) introduce or permit the introduction of, any Virus or Vulnerability into Volume's network and information systems. **"Virus"** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices. **"Vulnerability"** means a weakness in the computational logic (for example, code) found in software and hardware components of the Platform that when exploited, results in a negative impact to the confidentiality, integrity, or availability of any data on the Platform.