

## Oracle Cloud

### 1. Definitions

In this section:

- (a) **Content** means all software, data (including personal information or data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by Cenitex or the Customer that is stored in, or run on or through, the Services.
- (b) **Oracle** means Oracle Corporation Australia Pty Limited.
- (c) **Service Period** means the period defined in Cenitex's order with Oracle or a reseller of Oracle.
- (d) **Service Specifications** means the following documents:
  - i. the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions and the data processing agreement;
  - ii. Oracle's privacy policies; and
  - iii. any other Oracle documents that are referenced in or incorporated in the order.
- (e) **Services** means the Oracle cloud service, service offerings, technical support, education, hosted/outsourcing services, consulting, advanced customer support services or other services ordered by Cenitex and set out in the ordering document.

### 2. Limitations on use

The Customer will not:

- (a) use the Services to:
  - (i) harass any person;
  - (ii) cause damage or injury to any person or property;
  - (iii) publish any material that is false, defamatory, harassing or obscene;
  - (iv) violate privacy rights;
  - (v) promote bigotry, racism, hatred or harm;
  - (vi) send unsolicited bulk email, junk mail, spam or chain letters;
  - (vii) infringe property rights; or

- (viii) otherwise violate applicable laws, ordinances or regulations;
  - (b) perform or disclose any benchmarking or availability testing of the Services;
  - (c) perform or disclose any performance or vulnerability testing of the Service without Oracle's prior written approval or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services;
  - (d) use the Services to perform cyber currency or crypto currency mining
- ((a) through (d) collectively, **Acceptable Use Policy**).

### 3. Rights of use

The Customer must only use the Services for the exercise or fulfilment of its functions, powers and portfolio duties in accordance with these CTP Terms, and will not:

- (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by the programs);
- (b) access or use of the Services to build or support, directly or indirectly, products or services competitive to Oracle; or
- (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

### 4. Suspension of Services

Oracle may suspend the Customer's access to the Services if the Customer:

- (a) acts in such a way as to pose a significant threat to the functionality, security, integrity or availability of the Services or any content, data or application in the Services;
- (b) commits an illegal act; or
- (c) violates the Acceptable Use Policy.

### 5. Retrieval of Content

At the end of the Service Period, the Customer may retrieve its Content during the retrieval period set out in the Service Specifications. At the end of this period Oracle may delete or render unrecoverable any of the Content that remains in the Services.