



Acceptable Use Policy
Effective May 1, 2020

This Acceptable Use Policy (the "Policy" or "AUP") applies to Users of these Company Properties, and is incorporated by reference into the FlexIP Solutions, Inc Terms of Service & Use at <https://www.flexipsolutions.com/legal/> ("Terms"). In the event of any conflict between this Policy and the Terms, the terms of this Policy shall supersede to the extent of any actual conflict. Capitalized terms used herein, but undefined will have the meaning given to such term in the Terms. This Policy is not to be construed as legal advice or superseding Applicable Law or regulation. FlexIP Solutions, Inc encourages customers to seek legal counsel for all associated compliance considerations.

PROHIBITED USES AND ACTIVITIES

No Infringing, Illegal, Threatening, Defamatory, and Offensive Uses. You may not use the Services to violate any Applicable Law. "Applicable Law" includes all applicable laws, rules and regulations applicable to you, your business or the subject matter of the Terms including without limitation, laws governing the use of individual information, deceptive and misleading advertising, electronic commercial communications, telemarketing and other similar laws, which include without limitation the U.S. Telephone Consumer Protection Act of 1991, U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, if applicable, and each as amended. Without limiting the foregoing, you shall not use the Services for, or in connection with, the following:

- a) Theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property.
- b) Fraud; forgery; or theft or misappropriation of funds, credit cards, or personal information.
- c) Impersonation of any person or entity, including, but not limited to, FlexIP Solutions, Inc personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- d) Harm minors in any way.
- e) Making available any Content that (i) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any Applicable Law or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes violence or actions that are threatening to any other person; or (v) promotes illegal or harmful activities.
- f) Making available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements).
- g) Stalking or otherwise harassing any person or entity.
- h) Export, re-export, or transfer of restricted software, algorithms or other data in violation of applicable export control laws.
- i) Intentionally or unintentionally violate any applicable local, state, provincial, national or international law, treaty, or regulation, or any order of a court.
- j) Deceptive practices such as posing as another service for the purposes of phishing or pharming.
- k) Distributing any materials of a threatening or harmful nature, including without limitation threats of death or physical harm, or materials that are malicious, harassing, libelous, defamatory, or which facilitate extortion or harmful action.
- l) Distributing any offensive materials, including without limitation obscene, pornographic, indecent or hateful materials and materials which promote gambling or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- m) Sending unwanted telemarketing, promotional or informational messages without having procured the necessary consents, right and license from the recipient(s) of your messages.

- n) Sending messages in violation of the U.S. National Do Not Call Registry or related considerations under Applicable Law.
- o) Send Protected Health Information unless allowed under Applicable Law.
- p) Registering for more Accounts or associated Admin Logins or User Logins than for which fees have been paid or register for an Account on behalf of an individual other than yourself.
- q) Advocate, encourage or assist any third party in doing any of the foregoing activities in this section.

Security and Interference.

You may not use the Services to violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of any network, electronic service, or other system that is accessible through, or in connection with, the Services. You shall not use the Services in a manner that interferes with any other party's ability to use and enjoy the Services, that interferes with FlexIP Solutions, Inc's or its service partners' ability to provide the Services, or that otherwise may create legal liability for FlexIP Solutions, Inc or its service partners in FlexIP Solutions, Inc's sole discretion. You shall not use the Services to violate the acceptable use policy or terms of service of any other service provider, including, without limitation, any Internet service provider. Without limiting the foregoing, you shall not use the Services for, or in connection with, the following:

- a) Hacking, cracking into, or otherwise using the non-public areas of the Services or any other system without authorization.
- b) Unauthorized probes or port scans for vulnerabilities.
- c) Unauthorized penetration tests, traffic that circumvents authentication systems or other unauthorized attempts to gain entry into any system.
- d) Web crawling which is not restricted to a rate so as not to impair or otherwise disrupt the servers being crawled.
- e) Unauthorized network monitoring or packet capture.
- f) Forged or non-standard protocol headers, such as altering source addresses.
- g) Flooding.
- h) Denial of Service (DoS) attacks of any kind.
- i) Distributing unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.
- j) Operating network services such as: open proxies; open mail relays; or open, recursive domain name servers. Sharing or publishing content from the Services to cause, or have the consequence of causing, the user of the content to be in violation of the Terms and this Policy. Advocate, encourage or assist any third party in doing any of the foregoing activities in this section.

Spam.

You shall not use the Services for purposes of distributing text messaging "spam," bulk unsolicited messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients with which you have no preexisting business or personal relationship. You shall not use the Services to collect responses from spam. You shall not harvest, collect, gather or assemble information or data of users, including e-mail addresses, without their consent. You are solely responsible for obtaining all necessary and appropriate rights, licenses and consents from those person(s) and entity(ies) with whom you message or otherwise communicate with via the Services, prior to commencing any such messaging or communication. Additionally, you shall not use the Services to send unwanted messages to individuals who have asked to stop receiving messages through any medium. To the extent required by Applicable Law, you must track and record all such requests specific to your business. You must also provide recipients of those MMS/SMS messages you send via the Services with conspicuous notice of their ability to opt-out from receiving any future text messages, by texting STOP in a stand-alone message with no additional characters or punctuation.

Without limiting the foregoing, you shall not use the Services for, or in connection with, the following:

- a) Sending pyramid schemes.
- b) Sending chain letters.
- c) Sending any mail in contravention of Applicable Law.
- d) Altering or obscuring mail headers or assuming the identity of a sender without the explicit permission of that sender.
- e) Advocate, encourage or assist any third party in doing any of the foregoing activities in this section.

FlexIP Solutions, Inc's platform responds programmatically to the keyword STOP, and it works with a market leading digital security firm to monitor for and prevent spam.

CHANGES TO THIS POLICY.

This Policy is subject to occasional revision at the sole discretion of FlexIP Solutions, Inc. We will take reasonable steps to notify you of any material changes or modifications to this Policy by way of prominent notice on our website or by email, but you agree to review the website periodically to be aware of any changes or modifications. If you do not agree to the changes in this Policy, you must discontinue use of the Services. Your continued use of the Services shall be deemed your conclusive acceptance of any such revisions.

QUESTIONS OR SUPPORT.

We understand that there are quite a few rules to read and absorb. If you have any questions, please feel free to reach out to us at support4text@flexipsolutions.com.