

## **Insight68 Acceptable Use Policy**

Last Modified: August 22, 2020

This Insight68 Acceptable Use Policy ("AUP") applies to the use of any product, service or website provided by us (Insight68), whether we provide it directly or use another party to provide it to you (each, a "Insight68 Service"). This AUP is designed to ensure compliance with the laws and regulations that apply to the Insight68 Service. This AUP also protects the interests of all of our clients and their customers, as well as our goodwill and reputation. These terms are so important that we cannot provide the Insight68 Service unless you agree to them. By using the Insight68 Service, you are agreeing to these terms.

- 1. Reporting Suspected Violations**
- 2. Prohibited Email Actions**
- 3. Email Opt-Out Requirements**
- 4. Telephone Marketing**
- 5. No Disruption**
- 6. Proper Usage of the Insight68 Service**
- 7. Restricted Industries**
- 8. Insight68 Trademark Use**
- 9. Developer Terms**
- 10. General Terms**

If you are using any Insight68 Service, this AUP applies to you. Every client of ours agrees to abide by this AUP and is responsible for any violations. You are not allowed to assist or engage others in a way that would violate this AUP. We will enforce and ensure compliance with this AUP by using methods we consider to be appropriate, such as complaint and email failure monitoring. We may also suspend or terminate your use of Insight68 Services pursuant to our Customer Terms of Service for violations of this AUP.

We periodically update these terms and we will let you know when we do through the Notification app in the Insight68 portal used to access your Insight68 subscription (if you have one), or by posting a revised copy on our website. You agree to review the AUP on a regular basis and always remain in compliance.

### **1. Reporting Suspected Violations**

We encourage recipients of email messages sent using the Insight68 Service to report suspected violations of this AUP to us by forwarding a copy of the received email with FULL headers to [abuse@Insight68.com](mailto:abuse@Insight68.com). We have a policy to investigate all of these reports and to respond in the way we consider appropriate.

If you know of or suspect a violation of this AUP, you will promptly notify us in writing of the known or suspected violation of this AUP.

## **2. Prohibited Email Actions**

a. You may not use Insight68 to send spam. Spam can be in the form of bulk email or one to one commercial emails.

Bulk email is spam when it is unsolicited. Unsolicited means the recipient has not granted verifiable permission for the message to be sent. Bulk means that the message is sent as part of a larger collection of messages that have substantively similar content.

One-to-one commercial emails are spam when they violate CAN-SPAM. One-to-one commercial emails are also considered Spam if the data processed for purposes of sending that email is in scope of the General Data Protection Regulation ('GDPR') and you fail to provide notice to individuals and establish a lawful basis of processing.

You may not use the Insight68 Service in any way (directly or indirectly) to send, transmit, handle, distribute or deliver: (a) spam in violation of the CAN-SPAM Act (referenced below) or any other law; (b) email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting); (c) email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry, (d) commercial electronic messages in violation of Canada's Anti-Spam Legislation (referenced below), or (e) in violation of the General Data Protection Regulation (GDPR).

b. You may not use any misleading or false names, addresses, email address, or subject line.

Email sent, or caused to be sent to or through the Insight68 Service may not: (a) use or contain invalid or forged headers; (b) use or contain invalid or non-existent domain names; (c) employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path; (d) use other means of deceptive addressing; (e) use a third party's internet domain name without their consent, or be relayed from or through a third party's equipment without the third party's permission; (f) contain false or misleading information in the subject line or otherwise contain false or misleading content; or (g) use our trademark(s), tagline(s), or logo(s) without our prior written consent and only then pursuant to our trademark usage guidelines.

If you use email, we recommend that you adopt the Messaging, Malware and Mobile Anti-Abuse Working Group (M<sup>3</sup>AAWG) Sender Best Communications Practices (BCP), which were created and agreed upon with collaborative input from both volume email senders and Internet Service Providers. The Sender Best Communications Practices document is available [here](#). You will use commercially reasonable efforts to follow these practices.

## **3. Email Opt-out Requirements**

None

## **4. Telephone Marketing**

You must comply with all laws relating to telephone marketing, including without limitation those specifically referenced in the 'Proper Usage of Insight68 Service' section below. You must comply with

all laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. If you use the Insight68 Service to place telephone calls, you must also comply with all applicable industry standards, including those applicable guidelines published by the CTIA and the Mobile Marketing Association. You are prohibited from using or permitting access to use the Insight68 Service to make emergency calls or to provide or seek emergency services.

## **5. No Disruption**

You agree not to use the Insight68 Service in a way that impacts the normal operation, privacy, integrity or security of another's property. Another's property includes another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations. You also agree not to use the Insight68 Service to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless you have the appropriate express prior consent to do so. Examples of prohibited actions include (without limitation): hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program. You also agree not to use the Insight68 Service in a way that causes or may cause any Insight68 IP addresses, Insight68 domains, or Insight68 customer domains to be blacklisted. These restrictions apply regardless of your intent and whether or not you act intentionally or unintentionally.

## **6. Proper Usage of the Insight68 Service**

You will respect the limits that apply to your use the Insight68 Service as specified in your Order.

In addition, and without limiting the other requirements in this AUP, you may not (directly or indirectly) use the Insight68 Service with content, or in a manner that:

- is threatening, abusive, harassing, stalking, or defamatory;
- is deceptive, false, misleading or fraudulent;
- is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
- contains vulgar, obscene, indecent or unlawful material;
- infringes a third party's intellectual property right(s);
- publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so;
- uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;
- falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;

- restricts or inhibits any other user of the Insight68 Service from using and enjoying our website and/or the Insight68 Service;
- harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- violates the usage standards or rules of an entity affected by your use, including without limitation any ISP, ESP, or news or user group (and including by way of example and not limitation circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail);
- is legally actionable between private parties;
- is not a good faith use of the service, such as uploading Contacts in excess of your Contact tier, emailing those Contacts and then purging them shortly thereafter; and/or
- is in violation of any applicable local, state, national or international law or regulation, including all export laws and regulations and without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act) (15 U.S.C. § 7701 et seq.), the U.S. Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), the Do-Not-Call Implementation Act of 2003 (15 U.S.C. § 6152 et seq.; originally codified at § 6101 note), the General Data Protection Regulation (2016/679), the Directive 2000/31/EC of the European Parliament and Council of 8 June 2000, on certain legal aspects of information society services, in particular, electronic commerce in the Internal Market ('Directive on Electronic Commerce'), along with the Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ('Directive on Privacy and Electronic Communications'), regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, the Personal Information Protection and Electronic Documents Act (PIPEDA) (S.C. 2000, c. 5), Canada's Anti-Spam Legislation (CASL) (S.C. 2010, c. 23), Japan's Act on Regulation of Transmission of Specified Electronic Mail (Act No. 26 of April 17, 2002) and any regulations having the force of law or laws in force in your or your email recipient's country of residence;
- encourages, promotes, facilitates or instructs others to engage in illegal activity;
- promotes, encourages, or facilitates: hate speech, violence, discrimination based on race, color, sexual orientation, marital status, gender or identity expression, parental status, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran status, genetic information, citizenship and/or any other characteristic protected by law.

You will use the Insight68 Service for your internal business purposes and will not: (i) willfully tamper with the security of the Insight68 Service or tamper with our customer accounts; (ii) access data on the Insight68 Service not intended for you; (iii) log into a server or account on the Insight68 Service that you are not authorized to access; (iv) attempt to probe, scan or test the vulnerability of any Insight68 Service or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the Insight68 Service unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the Insight68 Service or make the Insight68 Service available to a third party other than as

contemplated in your subscription to the Insight68 Service; (vii) use the Insight68 Service for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) provide to third parties any evaluation version of the Insight68 Service without our prior written consent.

## **7. Insight68 Trademark Use**

Unless you have our express prior written permission, you may not use any name, logo, tagline or other mark of ours or the Insight68 Service, or any identifier or tag generated by the Insight68 Service, including without limitation: (a) as a hypertext link to any website or other location (except as provided for or enabled expressly by us); or (b) to imply identification with us as an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled.

## **8. General Terms**

We may immediately suspend your access to the Insight68 Service if you breach this AUP or don't respond to us in a reasonable period after we've contacted you about a potential breach of this AUP.

We may also suspend your access as we explain in our **Customer Terms of Service** and, if you breach this AUP, we may terminate your subscription agreement for cause. You acknowledge we may disclose information regarding your use of any Insight68 Service to satisfy any law, regulation, government request, court order, subpoena or other legal process. If we make this type of required disclosure we will notify you, unless we are required to keep the disclosure confidential.

We are not obligated to, but may choose to, remove any prohibited materials and deny access to any person who violates this AUP. We further reserve all other rights.

We may update and change any part or all of this AUP. If you have a Insight68 subscription, we will let you know through email or the Notification app in the Insight68 portal used to access your Insight68 subscription. If you do not have a Insight68 subscription, we will let you know by posting the revised copy on our website. When we change this AUP, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this AUP periodically.