

Acceptable Use Policy

Revised and Effective: March 12, 2017

Version 3.1

This Acceptable Use Policy (the “**Policy**”) applies to Users of these Company Properties, and is incorporated by reference into the Textel Terms of Use located at <https://signup.textel.net/terms> (“**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 Acceptable Use Policy is not to be construed as legal advice or superseding applicable law or regulation. Textel encourages customers to seek legal counsel for all associated compliance considerations.

PROHIBITED USES AND ACTIVITIES

1. No Infringing, Illegal, Threatening, Defamatory, and Offensive Uses. You may not use the Services to violate any applicable laws, rules, or regulations issued or promulgated by any competent government authority, including, but not limited to, the federal Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), as amended, Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (15 U.S.C. § 103 et. seq), the United States’ National Do Not Call Registry, Rules for Carriers Subpart L “Restrictions on Telemarketing, Telephone Solicitation, and Facsimile Advertising” (47 U.S.C. § 64.1200), and (if applicable) the Canada Anti-SPAM Legislation (S.C. 2010, c. 23). Without limiting the foregoing, Registered User shall not use the Services for, or in connection with, the following:

- (i) Theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property.
- (ii) Fraud; forgery; or theft or misappropriation of funds, credit cards, or personal information.
- (iii) Export, re-export, or transfer of restricted software, algorithms or other data in violation of applicable export control laws.
- (iv) Deceptive practices such as posing as another service for the purposes of Phishing or Pharming.
- (v) 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.
- (vi) 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.

(vii) Sending unwanted telemarketing, promotional or informational messages without having procured the necessary consents, right and license from the recipient(s) of your messages.

(viii) Sending messages in violation of the National Do Not Call Registry or related considerations under applicable law.

2. 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 the Company's or its service partners' ability to provide the Services, or that otherwise may create legal liability for the Company or its service partners in the Company'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:

(i) Hacking, cracking into, or otherwise using the non-public areas of the Services or any other system without authorization.

(ii) Unauthorized probes or port scans for vulnerabilities.

(iii) Unauthorized penetration tests, traffic that circumvents authentication systems or other unauthorized attempts to gain entry into any system.

(iv) Web crawling which is not restricted to a rate so as not to impair or otherwise disrupt the servers being crawled.

(v) Unauthorized network monitoring or packet capture.

(vi) Forged or non-standard protocol headers, such as altering source addresses.

(vii) Flooding.

(viii) Denial of Service (DoS) attacks of any kind.

(ix) Distributing unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

(x) Operating network Services such as: open proxies; open mail relays; or open, recursive domain name servers.

(xi) 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 AUP.

3. 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 has 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 service 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:

(i) Sending pyramid schemes.

(ii) Sending chain letters.

(iii) Sending any mail in contravention of the CAN SPAM Act of 2003 or other applicable state or federal laws and regulations.

(iv) Altering or obscuring mail headers or assuming the identity of a sender without the explicit permission of that sender.

Textel'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, and if the Company makes any substantial changes to this Policy, the Company will notify you and/or prominently post notice of the changes on the Website. Any material changes to this Policy will be effective upon the earlier of thirty (30) calendar days following the notice to you or thirty (30) calendar days following the Company's posting of notice of the changes on the Website. If Registered User does not agree to any changes to this Policy, Registered User must notify The Company prior to the effective date of the changes. Continued use of the Services, following notice of such changes, shall indicate Registered User's acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.