

Velvetel Acceptable Use Policy

Last Updated February 24, 2020

This Acceptable Use Policy (“AUP”) details what Velvetech prohibits when any party uses Velvetech’s Products and/or Services. This Policy is incorporated by reference and detailed by the Master Services Agreement or other similar written contract between you and Velvetech, which contains defined terms and takes precedence over any conflicting arrangements in this AUP. You, the Customer, may not use Velvetech Products and/or Services without agreeing to this AUP. Each customer must review and comply with the AUP laws and guidelines, however, this AUP is not intended to be interpreted as, relied upon, or used as a substitute for legal advice or considered an exhaustive list of all laws and regulations applicable to Client’s use of Velvetech Products and/or Services. There may also be other state and foreign laws that apply to the Client’s use of Velvetech Products and/or Services. Each Client is advised to obtain their own legal counsel before using Velvetech Products and/or Services.

By using any Velvetech’s Products or Services, you agree not to use, encourage, or allow any End User to use Velvetech’s Products and/or Services in prohibited manners, including but not limited to the following:

- Using the Products and Services to engage in or encourage any criminal, illegal, abusive, or dishonest activity that interferes with the business or activities of Velvetech.
- Engaging in any unsolicited marketing or advertising, including any activities that violate anti-spam laws and regulations including the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act (or any similar or analogous anti-spam, data protection, or privacy legislation in any other jurisdiction). This includes any unsolicited or unwanted phone calls, SMS or text messages, voice mail, or faxes. This includes using the Products and/or Services to collect any information about others, including email addresses or phone numbers.

- Violating or facilitating the violation of any local, state, federal, or foreign law or regulation, including laws and regulations regarding the transmission of data or software.
- Using the Products and/or Services to receive, send or otherwise process Protected Health Information as defined by HIPPA of 1996 as amended, unless you have signed a Business Associate Agreement with Velvetech or your use of the Products and/or Services fits within an exception for requiring a Business Associate Agreement.
- Using the Products and/or Services for any High-Risk or Fail-Safe purpose. THE PRODUCTS AND/OR SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. YOU, THE CLIENT, OR AN END CLIENT SHALL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.
- Using the Products and/or Services to transmit any material that is, facilitates, or encourages libelous, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material that Velvetech reasonably believes degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category.
- Creating a false identity or forged email address or header, phone number, or any other attempt to mislead others as to the identity of the sender or the origin of a message or phone call.
- Using the Products and/or Services to transmit any material that infringes the intellectual property rights or other rights of third parties.
- Attempting to bypass or break any security system or use the Products and/or Services in any manner that poses a security or service risk to Velvetech or any of its users.

- Back engineering any Products and/or Services in order to find limitations, vulnerabilities, or evade filtering capabilities.
- Either intentionally or unintentionally participating in a denial of service attack on any of the Products and/or Services or any other conduct that adversely impacts the availability, reliability, or stability of the Products and/or Services.
- Using the Products and/or Services in any manner that may subject Velvetech or any third party to liability, damages, or danger. This includes transmitting any material that contains viruses, Trojan horses, worms or any other malicious, harmful, or destructive programs.
- Using the Products and/or Services in any manner that violates: industry standards or any third party policies including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines (or any similar or analogous industry standards, third party policies or requirements in any other jurisdiction), or requirements that Velvetech may communicate to its Customers including any usage requirements.
- Using the Products and/or Services, or any component of the Products and/or Services, in any manner not authorized by Velvetech.

In addition:

- Client must provide remote access to all server(s) hosting the Velvetech platform and any third party applications utilized in the delivery of the License(s), Product(s) and/or Service(s) to Client and its Subscribers. Additionally, Client may only use IP addresses documented and approved by Velvetech in connection with the Velvetech platform and related Products and/or Services. Client agrees that if the IP Numbers utilized for Client's account are listed on an abuse database Client will be in violation of this AUP, and Velvetech may take reasonable action to protect its platform, including suspension and/or termination of Client's Services, regardless of whether the IP numbers were listed on an abuse database as a result of Client's actions or those of Client's Subscribers. Furthermore, you agree that the following minimum usage and

call duration requirements, which will be measured at the master account level on a calendar month basis, apply to your use of the Products and/or Services, and you understand that we will provide you with notice of any violation of these requirements and allow you thirty (30) days to comply before taking any further action with your account in accordance with the Terms of Service or your agreement with Velvetech:

- Each phone number must have at least two (2) transmissions, which transmissions may be in the form of an inbound or outbound call, or SMS message.
- No more than 10% of your outbound voice calls may be under twelve (12) seconds in duration.
- No more than 10% of your inbound toll-free voice calls may be under twelve (12) seconds in duration.
- No more than 10% of your inbound toll-free calls may be incomplete (i.e. unanswered).

Please note: This list of prohibited uses as an example and should not be considered exhaustive. All determinations related to violations of this Acceptable Use Policy will be made by the sole discretion of Velvetech. Velvetech reserves the right to change or modify the terms of the AUP at any time, effective immediately when posted to the Velvetech website. Client's use of the Velvetech Products and/or Services after changes to the AUP are posted to the Velvetech website shall constitute acceptance of any changed or additional terms. If you have a complaint about abuse or a breach of this AUP please contact a Velvetech representative.

This AUP has examples of restricted behavior, but does not list all restricted behaviors. Ultimately, Velvetech will decide whether your use violates the AUP. While we have done our best to make our AUP exhaustive and comprehensible, you may still have additional questions. Feel free to contact our support team at support@velvetech.com.