



# SELLIGENT MARKETING CLOUD ACCEPTABLE USE POLICY

(22-06-2018)

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This Acceptable Use Policy ("AUP") sets forth required actions and practices, as well as those actions and practices that are unacceptable and prohibited, respecting the use of any product or service created, developed, sold, licensed, delivered, supplied or performed by Selligent Marketing Cloud ("Selligent"), whether directly or through another party, and under a signed agreement or otherwise, including use of the Selligent GRID (each a "Selligent Product"). Selligent Products, including Selligent GRID, rely on pools of shared IP addresses, all individual actions taken by a single client can potentially impact on our systems as a whole, as such this AUP is written to protect the interests of public and private entities and individuals providing services on and using the Internet, and the reputation and goodwill of Selligent with such parties, the stability and the availability of Selligent Products, and Selligent intends it to be interpreted for such purpose(s).

Each entity and individual providing services with or using a Selligent Product ("User") agrees to abide by this AUP. Agreement is made by: (a) signature on this document or another document referencing the Selligent AUP; (b) electronic means on a website or URL; and/or (c) written or electronic means provided with delivery, or on installation or use of, a Selligent Product or Service. By any such action, User agrees: (a) it has read and understands this AUP; (b) it will ensure its personnel and affiliates and customers authorized to use a Selligent Product, if any, agree to and abide by this AUP; and (c) it is responsible for violations of this AUP by any entity identified in subparagraph (b) of this paragraph.

User shall promptly notify Selligent of any known or suspected violation of this AUP by an entity or individual, using the then-current business and/or technical contact information established between Selligent and User.

1. User may not use a Selligent Product to directly or indirectly send, transmit, handle, distribute or deliver: (a) unsolicited email ("spam" or "spamming" as defined by Spamhaus (see <https://www.spamhaus.org/consumer/definition/>)); (b) email to an address obtained via Internet harvesting methods or any impermissible electronic collection of address or other information; (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, nor may User assist in any such actions, nor engage or enlist another to do so; or (d) send any mails that violate CAN-SPAM or similar laws.

Email is not unsolicited within the meaning of this AUP if it complies with all provisions of the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act) , 15 U.S.C. sec. 7701 et seq.

2. User agrees that any use of a Selligent Product will comply with all applicable laws and regulations. User is responsible for determining whether Selligent's Products are suitable for use considering any laws or regulations applicable to User (i.e. HIPAA, GLBA, GDPR, Directive on Privacy and Electronic Communications or other applicable laws and/or regulations). User may not use any Selligent Products for any unlawful or discriminatory activities including, but not limited to, acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce.

3. In addition, and without limitation to any preceding paragraph, User may not directly or indirectly send, transmit, handle, distribute or deliver any email using a Selligent Product (nor assist in any such action, nor engage or enlist another to do so) with content, or in a manner that: (a) is threatening, abusive, harassing, or defamatory; (b) is deceptive, false, misleading or fraudulent; (c) is invasive of another's privacy; (d) contains vulgar, obscene or indecent material; (e) infringes a third party's intellectual property right(s); (f) violates export control laws and/or regulations; (g) violates the usage standards or rules of an entity affected by User's 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); (h) is legally actionable between private parties and/or (i) is in violation of any applicable local, state, national or international law or regulation,

including without limitation the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act) , 15 U.S.C. sec. 7701 et seq.

4. In addition, and without limitation to any preceding paragraph, User warrants that each email sent by or for it using a Selligent Product shall contain, for User and any entity on behalf of which it is providing any product or service: (a) current and accurate full legal entity name or tradename, full and accurate detail in the header and/or footer and respecting any other identifying and contact information provided by User, including without limitation respecting domain name(s) or URL(s); (b) an advisement that the recipient may unsubscribe, opt-out or otherwise demand that use of its information cease for unsolicited or otherwise impermissible and/or inappropriate communication(s) as described herein; and (c) information on one or more methods by which the recipient may notify User of its election to unsubscribe, opt out or otherwise demand that use of its information cease for unsolicited or otherwise impermissible and/or inappropriate communication(s) as described herein. User warrants it shall comply promptly with all opt out, unsubscribe, “do not call” and “do not send” requests.

5. User agrees not to use a Selligent Product in connection with conduct that, whether intentional or unintentional and with or without a disruptive or malicious manner, intent or purpose, impacts the normal functioning, operation, privacy, integrity or security of another’s account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information or property, or business operations, or gains unauthorized access to, or uses, monitors or makes an unauthorized reference to, any such item(s) without such party’s express prior consent. Examples without limitation of such prohibited actions include hacking, spoofing, denial of service, mailbombing and/or sending any email with that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program.

6. In addition, and without limitation to any preceding paragraph, User warrants each email address provided by User to Selligent for use by Selligent in providing a Selligent Product complies with the preceding paragraphs. User acknowledges and agrees Selligent has no liability to it or any other party for use of any data or information as provided to Selligent by User for the use for which it was provided.

7. User agrees, except to the extent express prior written permission has been given for any such use, not to use any name, logo, tagline or other mark of Selligent or a Selligent Product, or any identifier or tag generated by a Selligent Product: (a) as a hypertext link to any website or other location (except as provided for or enabled expressly by Selligent), or (b) to imply identification with Selligent as an employee, contractor, agent or other similar representative capacity. User also agrees not to remove or alter any such items as may have been provided or enabled by Selligent.

8. In addition, and without limitation to any preceding paragraph, User agrees that this AUP applies to any voice or message to mail, fax to mail, mail to fax or other voice or text note or message that utilizes the internet or email as a part of transmission in the path from origination to delivery in any medium.

9. Delivery rates of campaigns sent through the Selligent Grid are monitored by Selligent. In the event that delivery rates are observed below ninety percent (90%), User’s campaign will be automatically paused. After analysis by Selligent’s deliverability team, the campaign will either resume or be cancelled. In the event of repeatedly cancelled campaigns, Selligent may decide to isolate a client’s Service, from other’s clients on the shared Platform. This will result in slower campaigns.

10. Breach of this AUP is grounds for immediate suspension, revocation of license and/or termination by Selligent, for cause, of the Agreement governing the license or sale of the Selligent Product(s).

11. User acknowledges Selligent may disclose information regarding User’s use of Selligent Product(s) to satisfy any law, regulation, government request, court order, subpoena or other legal process; provided that if it is not prohibited from keeping the disclosure secret, it will notify User of such required disclosure.

12. Selligent reserves the right to supplement, modify, amend or supersede this AUP, notifying User via e-mail or a partner or user portal, or by posting a revised copy on the Selligent website. User agrees to review the AUP on a regular basis and remain in compliance at all times.