



SELLIGENT MARKETING CLOUD ACCEPTABLE USE POLICY

(31-10-2019)

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 the Platform, Subscription Services, use of the Selligent GRID, and any components thereof (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).

Client will ensure its personnel and affiliates and customers authorized to use a Selligent Product, if any, agree to and abide by this AUP; and will remain responsible for violations of this AUP by its personnel and affiliates.

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

1. Client may not use a Selligent Product to directly or indirectly send, transmit, handle, distribute or deliver: (a) unsolicited email in violation of applicable laws ("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 Client or any User assist in any such actions, nor engage or enlist another to do so; or (d) send any mails that violate the Controlling the Assault of Non-Solicited Pornography and Marketing Act, 15 U.S.C. sec. 7701 et seq. (the "CAN-SPAM act") or similar laws. Email is not "unsolicited commercial email" within the meaning of this AUP if it complies with all provisions of the CAN-SPAM Act.

2. Client agrees that any use of a Selligent Product will comply with all applicable laws and regulations. Client is responsible for determining whether Selligent's Products are suitable for use considering any laws or regulations applicable to Client (i.e. HIPAA, GLBA, GDPR, CCPA, CASL, Directive on Privacy and Electronic Communications or other applicable laws and/or regulations). Further, Client 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, CAN-SPAM Act, Equal Credit Opportunity Act, or other laws that apply to commerce.

3. In addition, and without limitation to any preceding paragraph, Client 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, fraudulent or pursuing criminal or otherwise unlawful purposes; (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 Client'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.

4. In addition, and without limitation to any preceding or subsequent paragraph, Client warrants and represents that while using any Selligent Service, it will:

- (a)** use commercially reasonable security precautions, including encrypting any Consumer Data transmitted to Selligent and/or any of its Affiliate's servers or storage devices;
- (b)** cooperate with Selligent's reasonable investigations of services outages, security problems and/or any suspected breach of this Agreement, including all Exhibit(s) and Service Orders;
- (c)** include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail;
- (d)** upon request, or as needed throughout the term, respond to any third-party complaints, promptly provide any available information documenting the business relationship or consent of the involved parties and otherwise reasonably cooperate in responding to complaints and mitigating the effects related to such complaints on applicable third-party cloud hosting provider's networks or Selligent's provision of the Service(s);
 - (e)** post a privacy policy for each domain named in or associated with each mailing;
- (f)** post an e-mail address for complaints (such as abuse@yourdomain.com) in a conspicuous place on each website named in or associated with each mailing and promptly respond to messages sent to such address;
- (g)** not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission;
- (h)** honor revocations of consent or unsubscribe requests, and notify recipients of the same;
- (i)** properly handle and process notices sent to Client by any person claiming Client Data violates such person's rights;
- (j)** comply with any applicable laws, rules or regulations governing the Use of the Selligent Platform and Services; and
- (k)** not to store any data in the Platform that would violate the security, stability or integrity of any network, computer, communications system, software application, network or computing device.

5. Client 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. Client agree to not use the Platform or Services to send or store material (including meta-tags, hyperlinks, deeplinks or comparable references) which is infringing, libelous, contrary to public order or common decency (including pornographic material) or otherwise unlawful or tortious, including material harmful to children or violative of any third-party privacy rights. 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), trojan horses, malware (whether spyware, adware or other such file or program), or other harmful computer code, files, scripts, agents or programs.

6. In addition, and without limitation to any preceding paragraph, Client warrants each email address provided by Client to Selligent for use by Selligent in providing a Selligent Product complies with the preceding paragraphs. Client 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 Client for the use for which it was provided.

7. Client 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. Client 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, Client 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 through the Selligent Services or Platform.

9. Client shall not use the Services or the Platform: (a) for activities or purposes for which the Platform or Services require specific certifications (e.g., Payment Card Industry (“PCI”) compliance), disaster recovery services, the sending of videos, the hosting of videos within the Platform or Services, the use of bandwidth in an abusive manner (i.e. the attachment of large files to e-mails); (b) in excess of the Platform limitations set forth in the Documentation; (c) in a manner adversely affecting the Services’ usability for Selligent and/or its Affiliates, including for Selligent’s and/or its Affiliates other clients; or (d) for storing any personally identifiable medical, healthcare or financial related data. 10. 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.

11. 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).

12. 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; in accordance with the confidentiality obligations contained within the Agreement.

13. 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.