



# Cordial Acceptable Use Policy

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## Introduction

This Acceptable Use Policy ("AUP") sets forth the terms that govern the use of the products and services (the "Services") provided by Cordial Experience, Inc. ("Cordial," "We," "Us," or "Service Provider") to Cordial's Clients (collectively, "Clients"). We may include any third party service provider engaged by Us to render the Services. The Service Provider's goal is to offer Clients a positive experience in their use and enjoyment of the Services. To help the Service Provider offer its Clients the best user experience possible and to ensure the Services are used in an appropriate manner, all Clients need to follow the same rules and guidelines with respect to their use of the Services. This AUP is designed to help protect our Clients and the Internet community from irresponsible, abusive or illegal activities, and to make the Services available to all Clients as consistently and efficiently as possible. By accessing our website and/or using the Services, you agree to the terms of this AUP and to comply with them.

Access and use of our application and our website is licensed and not sold. All our content that is made available to view and/or download in connection with our Services is owned by and is the copyrighted work of Cordial and/or its licensors or suppliers and is licensed, not sold. If you do not agree to abide by this or any future AUP, please do not use or access our website or access or use our Services. It is your responsibility to regularly review this AUP.

# Inappropriate Actions

Actions, whether intentional or inadvertent, that the Service Provider considers inappropriate and grounds for restriction of access to or removal of offending material or termination of Services include, but are not limited to, the following:

- Using the Services to sell any products or services that are unlawful in the location at which the content is posted or received or the products or services are delivered;
- Using the Services to undertake or accomplish any unlawful purpose (including, but not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or otherwise objectionable in the Service Provider's sole opinion), or in any manner that infringes or misappropriates the intellectual property rights of any person or entity, or that in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- Using the Services in violation of any applicable law, order or regulation related to data protection, privacy, security, e-commerce, marketing or telemarketing, including, but not limited to, Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation) and any European Union member state law implementing said regulation, the California Consumer Privacy Act of 2018, the CAN-SPAM Act, the Canadian Anti-Spam Legislation, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act;
- Using the Services to post, store, send, transmit, or disseminate any information or material which the Service Provider determines (in its sole opinion) that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or

otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;

- Using the Services to send unsolicited email to any email address where the owner has not provided affirmative consent to receive marketing communications;
- Using the Services to send email messages into or out of Canada without (i) receiving express consent from the recipient, (ii) providing an unsubscribe mechanism in the email, and (iii) providing the proper contact information for the parties identified in the content of the email.
- Using the Services to send transactional or relationship messages which violate any federal or state law, regulation or rule.
- Using the Services in any manner that violates the [Cordial SMS/MMS Terms and Conditions](#)
- Violating any applicable industry standards, policies, and guidelines published by the Cellular Telecommunications Industry Association, the Mobile Marketing Association, or any other generally recognized industry association.
- Using the Services to upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- Misidentifying the source of an email; adding, removing, or modifying identifying network header information (aka spoofing) in an effort to deceive or mislead, or attempting to impersonate any person by using forged headers or other identifying information;
- Selling, leasing, renting, or otherwise making available data learned through the Services in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit of any third party for any reason other than to assist the Client in its normal business activities;

- Using the Services to post any content that holds the Service Provider, its affiliates and/or partners and their parent companies, and their employees or shareholders up to public scorn or ridicule or would in any way damage or impair their reputation or goodwill;
- Uploading, posting, emailing, transmitting or otherwise making available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Assigning, reselling, sublicensing, or otherwise making the Services available to third parties for their own use, except as expressly permitted by the terms of a Client's agreement with the Service Provider;
- Bundling the Services as part of a Client's own product offering, without the express prior written consent of the Service Provider;
- Reverse engineering, decompiling, disassembling, or otherwise attempting to learn the source code to, the Services;
- Using the Services to restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Services, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- Using the Services to restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Services, or otherwise cause a performance degradation to any facilities, equipment or networks used to deliver the Services;
- Using the Services to restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to a third party,

or otherwise cause a performance degradation to any facilities, equipment or networks used by a third party.

- Activities which adversely affect the ability of other people or systems to use the Services or the Internet (including, without limitation, denial of service attacks against the Service Provider's servers, network hosts or individual users);
- Using the Services in violation of U.S. or international export control laws;
- Using the Services to violate any third party rights in any part of the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: (a) copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, moral rights, mask works, publicity rights, and privacy rights; and (b) any application or right to apply for any of the rights referred to in clause (a), and all renewals, extensions and restorations;
- Using the Services to impersonate any person or entity, create a false identity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- Using the Services to post, store, send, transmit, or disseminate any individual's social security number, credit card number or other bank account related information.
- Using the Services to receive, send, or otherwise process Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996 as amended, unless you have signed a Business Associate Agreement with Cordial or your use of the Services fits within a valid Business Associate Agreement exception.

This is intended to be an illustrative, and not exhaustive, list of inappropriate actions. The examples identified in this list are in addition to the content identified in the agreement between the Service Provider and its Client pursuant to whose agreement you are given the right to access the Services and are provided solely for your guidance. As a Client you agree to comply with these restrictions and not to conduct or participate in any such inappropriate

action. If you are unsure whether any contemplated use or action is permitted, or wish to report a violation of this AUP, please contact the Service Provider.

By posting any content or information using our website or through our application ("Submitted Content") on publicly accessible locations on our website or in our application, you automatically grant (or warrant that the owner of such content has expressly granted) to us a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use, copy, sublicense, reproduce, distribute, redistribute, modify, adapt, publish, edit, translate, transmit, create derivative works of, publish and/or broadcast, publicly perform or display any materials or other information (including, without limitation, ideas contained therein for new or improved products or services) you submit to public areas of our website or in our application, alone or as part of other works in any form, media, or technology whether by any means and in any media now known or hereafter developed and to sublicense such rights through multiple tiers of sublicenses. You agree that you shall have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us. You further acknowledge and agree that no compensation will be paid with respect to the use of your comments, as provided herein, that we may remove any comment at any time in its sole discretion. Further, when you post any Submitted Content on our website, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of such content on our website. You may remove any Submitted Content you post from our website at any time. If you choose to remove your Submitted Content, the license granted above will automatically expire, however you acknowledge that we may retain archived copies of the Submitted Content.

Your use of our Services is at your sole risk unless otherwise explicitly stated. The Services and our website, including the information, services, and any content contained therein, is provided on an "as available," and "with all faults" basis. Cordial disclaims all express or implied conditions, representations, and warranties of any kind, including any implied warranty or

condition of merchantability, satisfactory quality, or fitness for a particular purpose. We make no representations, warranties, conditions or guarantees as to the usefulness, quality, suitability, truth, accuracy, or completeness of the Services.

Cordial makes no warranty or representations that the Services will be uninterrupted, timely, secure, or error-free; that the results that may be obtained from the use of the Services will be accurate or reliable; that the quality of any services, content, information obtained through the Services will meet your expectations or requirements; or that any errors in the Services will be corrected.

You assume all risk for any damage to your computer system or loss of data that results from obtaining any content from the Services, including any damages resulting from computer viruses.

## **Violations**

The Service Provider prefers to advise Clients of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way that the Service Provider, in its sole discretion, believes violates this AUP, the Service Provider may take such responsive action(s) as the Service Provider, in its sole discretion, determines to be appropriate. These responsive actions may include, but are not limited to, terminating your agreement with the Service Provider or the agreement between the Service Provider and the Client on whose behalf you are using the Services, or suspending your right to access and use the Services until the inappropriate action has ceased or has been otherwise remedied to the Service Provider's satisfaction. The Service Provider reserves the right, in its sole discretion as between you and the Service Provider, or otherwise between any Client and the Service Provider, to restrict access to or to remove any content for any reason including, but not limited to, your violation of any laws or the terms and conditions of any agreement between the Service Provider and its

Client pursuant to whose agreement you are given the right to access the Services, or this Acceptable Use Policy.

While the Service Provider and its third party service providers may elect to monitor your use of the Service to confirm your adherence to this Acceptable Use Policy, it is ultimately the responsibility of the user of the Services to ensure that all use complies with this Acceptable Use Policy.

The Service Provider's right to take action under this Acceptable Use Policy will not place an obligation on the Service Provider to monitor or exert any editorial control over your website.

## **Bandwidth Usage Allocation**

A Client's use of bandwidth is expected to compare to the normal bandwidth used by other Clients. If, in the sole discretion of the Service Provider, a Client requires or is utilizing bandwidth that is excessive in comparison to other Clients, the Service Provider may impose additional charges for this bandwidth usage, or if such charges cannot be agreed upon, may prevent such excessive use of the Services.

## **Network Security**

You may not use the Service Provider's network or any third party networks contracted by the Service Provider to circumvent user authentication or interfere with the security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into a server or account you are not authorized to access, password cracking, probing the security of other networks in search of weaknesses, or violation of any other organization's security policy. You may not attempt to interfere with or deny service to any user, host, or network. Any violation of network security may result in immediate termination of the

agreement between the Client on whose behalf you are utilizing the Services and the Service Provider.

## **Indemnity**

You agree to indemnify and hold Cordial and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your violation of the AUP, or your violation of any rights of another person or entity.

Cordial assumes no responsibility for the use of our website or the Services outside the terms of this AUP or other applicable terms.

## **Revisions to this Acceptable Use Policy**

The Service Provider reserves the right to revise, amend, and/or modify this AUP at any time. Notice of any material revision, amendment, and/or modification to this AUP will be either posted on the log-in page for the Services or communicated by email notification. You agree that your use of the Services, beyond a period of ten (10) calendar days after a notice of such change has been provided on the Services for the first time, shall constitute your consent to the revised, amended, and/or modified version of the AUP.