

Acceptable Use Policy (AUP)

Any and all use of Wisestaff SMS Services is subject to and conditioned upon compliance with the following Acceptable Use Policy ("AUP"). If you have an Agreement with Wisestaff, this AUP is incorporated into and made a part of your Agreement with Wisestaff.

This Acceptable Use Policy applies to all Wisestaff SMS Services. Please carefully review the following to determine if the Services you have purchased are subject to additional, service-specific prohibitions.

A. Prohibited Uses

The Services (including any device, system, network, or account used in connection with the Services, or the Wisestaff Network) may not be used for:

- **Illegal activity:** Violate any applicable law or regulation applicable to the use of the Services.
- **Resale Prohibited:** Engage in resale activities. Customer may not sell, resell, sublicense, assign, license, or sublicense the Service or any component thereof or use or offer the same on a service-bureau or time-sharing basis.
- **NO HIGH RISK USE:** Engage in high risk use of the Services. The Services may not be available in the event of a loss of power or internet connectivity, or network congestion. The Services are not designed, intended, or recommended for use in any situation where, in the normal course of use, service disruption could result in personal injury or death ("high-risk use"). High-risk use is prohibited except to the extent you have fail-safe alternatives in place at all times.
- **Infringing activity:** Infringe, misappropriate, or otherwise violate Wisestaff's or anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise; or display or use Wisestaff's marks without consent or in violation of Wisestaff policies).
- **Minors:** Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).
- **Malicious activity:** Transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- **Objectionable activity:** Act in an indecent, offensive, threatening, harassing, defamatory, libelous, fraudulent, malicious, disruptive, tortious, or other objectionable manner, including making calls or sending messages that contain phishing or spam content, or otherwise violates Wisestaff's SMS/MMS Content Guidelines.
- **Misrepresenting origin and/or identity:** Mislead recipients as to Customer's identity. Create a false caller ID (e.g., ID spoofing), forge addresses or headers, or fraudulently undertake other technical measures to misrepresent the origin or identity of the sender.

- **Harvest information; spam; bulk messages:** Without consent: harvest or collect information about third parties or End Users, or send bulk communications.
- **Excessive or unauthorized use:** Use any device, system, network, account, plan, or the Services in an unauthorized manner or in excess of reasonable business use (e.g. interfere, inhibit, compromise, or otherwise harm the Services or the Wisestaff Network (regardless of intent or knowledge)).
- **Circumvent compliance or security:** Take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Services, security mechanisms, or compliance with this AUP or any law.
- **Interception:** Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose.

The list above is not exhaustive or exclusive.