

Acceptable Use Policy

This Acceptable Use Policy (**AUP**) is designed to enable you to have a better understanding of what is and is not acceptable when using our Services and any Facilities we provide, and to help you get the best out of our website/s and Services. The requirement to comply with this AUP is part of our Customer Terms and you therefore must ensure you read this AUP and understand how it affects you. To make the most of the guidance contained in the AUP please keep up to date with any changes and look at it on a regular basis. Capitalised terms used in this AUP have the same meaning as defined in our Customer Terms, unless specifically defined in this AUP.

Fair use

We provide the Services for the benefit of businesses to send SMS. All SMS sent via trial or full service are subject to this AUP so that our users as a whole are not adversely affected by the actions of a few.

You must not make use of the Service (and you must ensure that your End Users do not use a Service) for any of the following:

- For purposes which are not connected to your legitimate business or commercial activities.
- Sending or allowing to be sent, or assisting in the sending of spam, SMS bombing, unsolicited messages or distributing email harvesting software, or otherwise breach of any applicable Spam Laws.
- Making use of mobile numbers or number ranges associated, or suspected of being associated with, fraudulent or illegal activities.
- Operating or attempting to operate or communicate with scams, or similar schemes.
- Any activity that damages or interferes with our Services to other customers, our Providers or any Facilities or exposes us to liability.
- Violating any applicable use policy or code of conduct or practice, including those of carriers.
- Attempting to bypass or break any security mechanism on any of the Services or using the Services in any other manner that poses a security or service risk to us or any of our users.
- Testing or reverse-engineering the Services in order to find limitations, vulnerabilities or evade filtering capabilities.
- Sending, publishing, reproducing, hosting, advertising, communicating, or facilitating Restricted Content.
- **Restricted Content** means content that:
 - is offensive, unsuitable for minors, abusive, obscene or indecent;
 - promotes, incites or instructs in matters of crime;
 - describes, incites or promotes unlawful sexual activity;
 - promotes or incites discrimination, violence or hatred against any person or group, or incites racial hatred;
 - causes unnecessary alarm, distress, anxiety, annoyance, inconvenience, or panic or is menacing in character;
 - contains a computer worm, trojan horses or virus or other malicious or harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or computer or communications equipment or our Services;
 - breaches any law;
 - is defamatory;
 - is pornographic;
 - is in contravention of any privacy rules or laws;
 - infringes or breaches the rights or any person to confidentiality, copyright or other intellectual property rights or any other proprietary interest of any person;
 - is false, misleading or deceptive, or likely to mislead or deceive;
 - is fraudulent or promotes fraudulent activity;

- provides financial advice to any person;
- is out of date, having regard to information generally available, subsequently published, or released, or made available;
- is tortious or is likely to result, in damage to property or injury to any person;
- transmits, stores or processes cardholder data;
- if sent in the United States, contains non-public Personal Information;
- if sent in Canada, contains Personal Information;
- is for the purpose of providing any warning or notification about a serious risk to the safety of persons or property (for example, emergency services); or
- which bring us or any of our providers into disrepute.

Compliance with laws, regulations

All Customers and End Users must review and comply with all applicable laws, carrier regulations, and industry guidelines (as amended and updated from time to time) including but not limited to those listed below.

- Australia - *Spam Act, Privacy Act*;
- New Zealand – *Unsolicited Electronic Messages Act, Privacy Act*;
- United Kingdom – *Privacy and Electronic Communications (EC Directive) Regulations, Data Protection Act*;
- EU – *General Data Protection Regulation*;
- Canada - *Canada's Anti-Spam Legislation*; and
- United States:
 - *Telephone Consumer Protection Act* and applicable Federal Communication Commission guidance, including the national Do Not Call Registry and Reassigned Numbers Database;
 - *Telemarketing Sales Rule*;
 - *The Controlling the Assault of Non-Solicited Pornography and Marketing Act*;
 - State-specific Privacy Laws, e.g. *California Consumer Privacy Act and California Privacy Rights Act*;
 - State-specific mini-TCPA, e.g. *Florida Mini-TCPA*;
 - *Mobile Marketing Association Consumer Best Practices and Code of Conduct*;
 - Regulations promulgated by Carriers, including but not limited to AT&T, Verizon, and T-Mobile, in their respective codes of conduct; and
 - Regulations promulgated by the CTIA, including but not limited to the *Messaging Principles and Best Practices and the Political Text Messaging Guidance*.

This information is not intended to be (i) interpreted as, relied upon, or used as a substitute for the advice of your own legal counsel, or (ii) considered to be a complete and exhaustive list of all laws and regulations applicable to your use of our Services. In addition to the below laws, various other state and foreign laws may apply to your use of the Services. It is your responsibility to obtain appropriate advice of before using our Services.

What action will we take?

Compliance with this AUP is a mandatory requirement under our Customer Terms. If you or your End Users breach this AUP, your access to the Services may be blocked or suspended and your Customer Contract may be terminated. We may cooperate with other internet service providers to identify any users who may be in breach of this AUP. Any offending material may be removed by us without prior notice/explanation. If we discover that you've engaged in behaviour or have acted in breach of this AUP we may notify you that your behaviour is unacceptable. If we become aware that you are using our Services for illegal purposes, we may involve external law enforcement or government agencies.

We may also be compelled by law or otherwise required to reveal your identity if you've used our Services in breach of this AUP.

Account restoration/unblocking

A suspended or blocked user may be restored at our sole discretion, which may include requiring a written undertaking by the offender not to commit any future breaches of this AUP. All cases are, however, considered by us on their individual circumstances.

Complaints about a breach of this AUP

If you wish to inform us of a breach of this AUP please contact a member of the Support Team.

This Acceptable Use Policy was last updated in September 2023.