



ACCEPTABLE USE POLICY

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2. PURPOSE OF THE POLICY

This ICEFLO Acceptable Use Policy ("AUP") applies to the use of any product, service or website provided by us (ICEFLO Limited), whether we provide it directly or use another party to provide it to you (each, an "ICEFLO Service").

This AUP is designed to ensure compliance with the laws and regulations that apply to the ICEFLO Service. This AUP also protects the interests of all of our clients, their partners, and their customers, as well as our goodwill and reputation. These terms are so important that we cannot provide the ICEFLO Service unless you agree to them. By using the ICEFLO Service, you are agreeing to these terms.

If you are using any ICEFLO Service, this AUP applies to you. Every client of ours agrees to abide by this AUP and is responsible for any violations. You are not allowed to assist or engage others in a way that would violate this AUP. We will enforce and ensure compliance with this AUP by using methods we consider to be appropriate, such as complaint and email failure monitoring.

We may also suspend or terminate your use of ICEFLO Services pursuant to our Customer Terms of Service for violations of this AUP.

3. REPORTING SUSPECTED VIOLATIONS

We encourage recipients of email messages sent using the ICEFLO Service to report suspected violations of this AUP to us by forwarding a copy of the received email with FULL headers to legals@iceflo.com. We have a policy to investigate all of these reports and to respond in the way we consider appropriate.

If you know of or suspect a violation of this AUP, you will promptly notify us in writing of the known or suspected violation of this AUP.

4. PROHIBITED EMAIL ACTIONS

You may not use an ICEFLO Service to send spam.

One-to-one commercial emails are spam when they violate CAN-SPAM. One-to-one commercial emails are also considered Spam if the data processed for purposes of sending that email is in scope of the General Data Protection Regulation ("GDPR") and you fail to provide notice to individuals and establish a lawful basis of processing.

You may not use the ICEFLO Service in any way (directly or indirectly) to send, transmit, handle, distribute or deliver: (a) spam in violation of the CAN-SPAM Act (referenced below) or any other law; (b) email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting); (c) in violation of the General Data Protection Regulation (GDPR).

If you use email, we recommend that you adopt the Messaging, Malware and Mobile Anti-Abuse Working Group (M3AAWG) Sender Best Communications Practices (BCP), which were created and agreed upon with collaborative input from both volume email senders and Internet Service

Providers. The Sender Best Communications Practices document is available [here](#). You will use commercially reasonable efforts to follow these practices.

5. NO DISRUPTION

You agree not to use the ICEFLO Service in a way that impacts the normal operation, privacy, integrity, or security of another's property. Another's property includes another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations.

You also agree not to use the ICEFLO Service to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless you have the appropriate express prior consent to do so.

Examples of prohibited actions include (without limitation): hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program.

You also agree not to use the ICEFLO Service in a way that causes or may cause any ICEFLO IP addresses, ICEFLO domains, or ICEFLO customer domains to be blacklisted. These restrictions apply regardless of your intent and whether or not you act intentionally or unintentionally.

6. PROPER USAGE

You will respect the limits that apply to your use of the ICEFLO Services and in addition, and without limiting the other requirements in this AUP, you may not (directly or indirectly) use the ICEFLO Service with content, or in a manner that:

- is threatening, abusive, harassing, stalking, or defamatory;
- is deceptive, false, misleading or fraudulent;
- is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
- contains vulgar, obscene, indecent or unlawful material;
- infringes a third party's intellectual property right(s);
- publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material
- protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so;
- uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;

- falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;
- restricts or inhibits any other user of the ICEFLO Service from using and enjoying our website and/or the ICEFLO Service;
- harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- violates the usage standards or rules of an entity affected by your 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);
- is legally actionable between private parties;
- is not a good faith use of the service, such as uploading Contacts in excess of your Contact tier, emailing those Contacts and then purging them shortly thereafter; and/or is in violation of any applicable local, state, national or international law or regulation.

7. TRADEMARK USE

Unless you have our express prior written permission, you may not use any name, logo, tagline or other mark of ours or the ICEFLO Service, or any identifier or tag generated by the ICEFLO Service, including without limitation:

(a) as a hypertext link to any website or other location (except as provided for or enabled expressly by us); or (b) to imply identification with us as an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled.

8. CHANGES

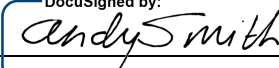
We may immediately suspend your access to the ICEFLO Service if you breach this AUP or don't respond to us in a reasonable period after we've contacted you about a potential breach of this AUP. We may also suspend your access as we explain in our Terms of Service and, if you breach this AUP, we may terminate your subscription agreement for cause. You acknowledge we may disclose information regarding your use of any ICEFLO Service to satisfy any law, regulation, government request, court order, subpoena, or other legal process. If we make this type of required disclosure, we will notify you, unless we are required to keep the disclosure confidential.

We are not obligated to, but may choose to, remove any prohibited materials and deny access to any person who violates this AUP. We further reserve all other rights.

We may update and change any part or all of this AUP. If you have an ICEFLO subscription, we will let you know through the Notification app in the ICEFLO portal used to access your ICEFLO

subscription. If you do not have an ICEFLO subscription, we will let you know by posting the revised copy on our website. When we change this AUP, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this AUP periodically.

9. DOCUMENT CONTROL

Version:	v1d0
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