

# Apptix Acceptable Usage Policy

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**Updated: March 1, 2013**

## Introduction

Apptix, Inc. ("**Apptix**") provides hosted business messaging, collaboration, and communication services ("**Services**") to its customers. Apptix has created this Acceptable Use Policy ("**Policy**") to help enhance the use of its Services by preventing unacceptable use. By using the Services, you consent to the acceptable use practices described in this Policy. Apptix may suspend or terminate your use of the Services if you or any of your employees or other users of the Services violate this Policy.

## Prohibited Actions Relating to Content

- **Unlawful Use.** You may not use the Services to transmit any material that, intentionally or unintentionally, constitutes or encourages a criminal offense, violates the rights of any person or entity, violates any local, state, national, or international law, or any rules or regulations promulgated thereunder, or victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or any other reason.
- **Threats.** You may not use the Services to threaten harm to people or property.
- **Harmful & Offensive.** You may not use the Services to post or transmit any content that is unlawful, defamatory, libelous, slanderous, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties.
- **Interference.** You may not do anything to interfere with other users of the Services.
- **Forgery or Impersonation.** You may not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- **Infringing Content.** You may not use the Services to post or transmit any content that infringes any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any person or entity. This includes, but is not limited to, the unauthorized posting or transmission of graphics, pictures, photographs, logos, software, music, and videos.

## Prohibited Actions Relating to Network Usage

- **Spam.** You may not transmit any unsolicited commercial or bulk email. You may not transmit any "spam."

You also may not:

- use any software that facilitates or enables spam
- use mail bombing or other flooding techniques
- undertake deliberate attempts to overload a system
- engage in broadcast attacks
- send multiple messages to the same e-mail address with the same basic contents
- engage in trolling or otherwise posting messages designed to elicit responses
- send unauthorized subscriptions of another's name to mailing lists of any kind
- store, use, or distribute tools that collect email addresses for the purposes of bulk mailing.
- **Hacking.** You may not use the Services for unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach securities or authentication measures without express authorization of the owner of the system or network.
- **Viruses.** You may not use the Services to upload, post, or otherwise distribute or facilitate distribution of any content that contains viruses, worms, Trojan Horses, corrupted files, or any other similar software or programs that may damage the operation of or compromise the integrity and security of another computer, system, or service.
- **Interception.** You may not use the Services for unauthorized monitoring of data or traffic on any network or system, without the express written authorization of the owner of the system or network.
- **Modifications to Transmissions.** You may not install any amplifiers, enhancers, repeaters, or other devices that modify, disrupt, or interfere in any way with the radio frequency used to provide the Services.
- **Avoiding System Restrictions.** You may not use any means to avoid the prohibitions of this Policy.
- **Falsification of Origin.** You may not use a forged or misrepresented header, return mailing, or internet protocol address to mask the identity or contact information of the sender. You may not engage in "spoofing".
- **Other Networks.** You may not use the Services to engage in activities that violate the conditions of any other network access provider or internet service provider.
- **Apptix Network.** You may not engage in any conduct that has a negative effect on Apptix or its network, including, without limitation, overloading servers on the Apptix network, causing portions of the Apptix network to be blocked by other network providers, generating unresolved third-party complaints or complaints which, in the discretion of Apptix, impose an unreasonable administrative burden on Apptix.

## Prohibited Adult Content

You are expected to use the Apptix site and utilize Apptix provided services properly and responsibly. You may not send messages that contain what is commonly acknowledged as adult graphic content or pornographic materials,

including child pornography, links or distribution of passwords to adult websites, banners advertising adult websites, and sex-related merchandise. Apptix may terminate Customers that violate this prohibition at any time and without notice.

## Complaints Over Perceived Infringement

Apptix respects intellectual property rights and will terminate registered users and deny access to others who, in Apptix's discretion, repeatedly infringe the intellectual property rights of others. Apptix process for handling intellectual property rights claims can be obtained by sending a request to [legal@apptix.com](mailto:legal@apptix.com). If you believe that materials posted on the Apptix website infringe rights you enjoy under copyright law in specific materials (collectively, a "Work"), Apptix requests that you follow the procedure described below to notify us of your concerns or objections. In turn, Apptix agrees to respond to your notice, as outlined below, and remove or disable access to material that you believe infringes your Work.

## Designated Agent

If you believe materials posted on the Apptix website infringe the copyright in your Work, please contact our Legal Department at [legal@apptix.com](mailto:legal@apptix.com).

Your notice to our Designated Agent should follow the notice provisions set out in the Digital Millennium Copyright Act (17 U.S.C. § 512).

## Apptix's Rights

- **Spam.** Apptix reserves the right to take all legal actions to prevent unsolicited commercial email, bulk email or other unauthorized email from being sent from or transmitted through the Apptix network.
- **Vulnerability Tests.** Apptix reserves the right to perform vulnerability tests, and you agree to correct any system vulnerability upon notification and/or suspend or terminate operations of a known compromised system.
- **Customer Suspension.** Apptix reserves the right to suspend or terminate a Customer's access to the Services if, in its judgment, a Customer has inappropriately used the Services or engaged in illegal or prohibited activities.
- **Block Use.** Apptix reserves the right to block access to certain sites, if, in Apptix's sole discretion, this would constitute a misuse of Apptix's network.
- **Enforcement.** Apptix reserves the right, but does not assume the obligation, to strictly enforce this Policy, including, without limitation, by issuing warnings, suspending or terminating the Services, refusing to transmit, removing, screening, or editing any content prior to delivery.
- **Legal Action.** Apptix reserves the right to investigate violations and this Policy and to take legal action against you.

- **Updates.** Apptix reserves the right to revise and update this Policy from time to time, and will post notice of such changes on our website.

## **Apptix's Responsibility**

You acknowledge and understand that Apptix takes no responsibility and assumes no liability for any content uploaded, transmitted, or downloaded by you or any third-party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. You acknowledge and understand that Apptix does not monitor, review, edit, or take responsibility for any information that you or your users create, access, or disseminate, and that it is your responsibility ensure that any information you and your users receive and/or send is in compliance with all applicable laws, regulations, and this Policy.