



ACCEPTABLE USE POLICY

Effective Date: April 2022

This Acceptable Use Policy (“AUP”) describes rules that apply to any party using any products and services (“Services”) provided by GuestTek and its affiliates and subsidiaries (“GuestTek”) and any user of any software application or service made available by the Customer that interfaces with the Services (“User”). GuestTek reserves the right to modify this AUP from time to time by providing you an updated version located at <https://guesttek.com/about-us/legal/>. Your continued use of the Services on or after the date the modified version of the AUP is effective, and binding constitutes your acceptance of such updated AUP. If you do not agree to the modified version of the AUP, you must stop using the Services immediately. GuestTek encourages Users to review this AUP regularly. Services may not be used for any purpose that, in GuestTek’s sole discretion, is inappropriate and/or improper, illegal (“Prohibited Uses”). The following are examples and descriptions of such Prohibited Uses:

- a) Calling, messaging, storing, posting or transmitting harmful, unsolicited, inappropriate, objectionable, threatening or abusive materials, e-mail or information;
- b) Engaging in repetitive and/or continuous messaging or calling if such activity could reasonably be expected to or in fact does provoke complaints, including but not limited to calls or messages that are initiated through automated means. Engaging in abnormal messaging or calling where activity is: (i) significantly in excess of User’s expected traffic volumes, (ii) inconsistent with User’s stated or published business description or intention for use of Services, or (iii) inconsistent with normal business use, particularly if such activity could reasonably be expected to or in fact does provoke complaints.
- c) Engaging in long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a 3rd party.
- d) Enabling the transmission of calls or messages without the requisite consent of the recipient where legally required and/or failing to support opt-out requests to stop further calls or messages where legally required.
- e) Falsifying or providing misleading information including but not limited to User information, User Customer information, intent for use of Services, or other identifying information provided to GuestTek or to other Users of the Services.
- f) Using any Service to violate any law, rule, regulation, governmental orders, industry standards or guidance in any applicable jurisdiction; or engaging in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior.

Users may not engage, directly or indirectly, in any activities that, in GuestTek’s sole discretion, harm or interference with: GuestTek’s network, (ii) the integrity or efficacy of the Services, or (iii) the use of the network and the Services by GuestTek’s other Users. The foregoing also includes attempts to bypass or exploit Service limitations or restrictions.

GuestTek reserves the right to take any & all actions, whether at law or in equity, in response to violations of this AUP or as otherwise required to preserve the integrity of GuestTek’s network and its Services, including, without limitation:

- a) suspension or termination of the Services, including charging User any applicable rates & cancellation or termination fees;
- b) cooperation with law enforcement;
- c) providing requested information to 3rd parties who have informed GuestTek that they have been harmed by a User’s failure to abide by this AUP; and
- d) prosecution of violations of this AUP.

GuestTek’s failure to act shall not be deemed a waiver of this right. GuestTek’s exercise of its rights under this AUP shall not create a cause of action in any User. Nothing in this AUP will limit or be deemed a waiver of any rights or protections of GuestTek pursuant to any written agreement between GuestTek and any applicable User. This AUP will be read in connection with any such written agreement and not in conflict with any such agreement. If any provision of this AUP is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this AUP will not be affected thereby. In the event of a conflict between the terms of this AUP and a Customer agreement between GuestTek and Customer, the Customer agreement shall prevail.