

SimpliPhi Acceptable Use Policy

1. General. This Acceptable Use Policy (“AUP”) addresses requirements applicable to Client’s use of SimpliPhi’s products, solutions and services (“SimpliPhi Solutions”).

2. Appropriate Use. Client will not, and will not allow or authorize its users to use SimpliPhi Solutions to take any actions that (i) infringe on or dilute any SimpliPhi or third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, libelous, trade libelous, threatening, harassing, or obscene; (iv) interfere with or disrupt any SimpliPhi services or equipment or cause excessive or disproportionate load on SimpliPhi or its licensors or suppliers’ infrastructure; (v) involve knowingly distributing viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines; (vi) encourage conduct that violates any applicable local, provincial, state, national or international laws or regulations; or (vii) involve the unauthorized entry to any machine accessed via SimpliPhi Solutions. If Client violates any portion of this AUP, Client accepts sole responsibility for all remedial actions and costs related to such violation, including compliance efforts and costs associated with statutory obligations or government investigations.

3. Responsibility for Content. SimpliPhi provides cloud-based software solutions and related services and Client provides information and content. Client accepts sole responsibility for information and content collected, stored or transmitted to SimpliPhi Solutions on behalf of Client or its end users. Client controls and approves all aspects of its constituent communications and related content. If Client acquires content from third parties for republication, Client is solely responsible for ensuring it complies with any licensing requirements associated with such content. Client acknowledges that SimpliPhi exercises no control over the information passing through the SimpliPhi Solutions, and that SimpliPhi assumes no responsibility for Client’s content.

4. Personal Information. When connecting SimpliPhi Solutions to client’s third party solutions, client must ensure that sensitive information (bank card, account numbers and individual identification numbers issued by government agencies and financial institutions) are stored in specifically designated fields in the client’s third party solution.

5. Enforcement of AUP. SimpliPhi reserves the right to suspend the provision of SimpliPhi Solutions or take other appropriate remedial action to address actual or suspected violations of the AUP. SimpliPhi will use reasonable efforts to notify Client and provide an opportunity to cure before taking any such action, if practicable and if permitted by law. Client will cooperate with SimpliPhi in investigating complaints about potential violations and in taking any corrective action that SimpliPhi deems necessary to address such violations. SimpliPhi reserves the right to remove any Client content from SimpliPhi Solutions that SimpliPhi determines, at its reasonable discretion, may be illegal, tortious, or infringing on the rights of a third party. If Client becomes aware of any activity that violates this AUP, Client shall promptly notify SimpliPhi of any such violation and Client shall take all necessary action to cease such violation.

6. AUP Updates. SimpliPhi reserves the right to modify this AUP from time to time, effective upon posting a revised copy to the SimpliPhi website at www.SimpliPhi.io and informing clients via email.