



EZLYNX ACCEPTABLE USE POLICY

This Acceptable Use Policy (“**AUP**”) applies to all email, postal mail, texts, and other communications generated or sent through the services provided by EZLynx (“**Services**”) whether through the site located at www.ezlynx.com or through any other site operated by EZLynx or an EZLynx business partner (each, a “**Site**”).

BY GENERATING OR SENDING COMMUNICATIONS THROUGH THE SERVICES, YOU AGREE TO COMPLY WITH THIS AUP. EZLYNX MAY SUSPEND OR TERMINATE YOUR ACCESS TO AND USE OF THE SERVICES IF YOU DO NOT COMPLY WITH THIS AUP.

Your use of the Services must comply with all applicable laws. This includes laws applicable to you and also laws applicable to EZLynx and the recipient of each communication. Examples of applicable laws include laws relating to texting, spam or unsolicited commercial email (UCE), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Services and the Emails you generate and send through the Services.

EZLynx reserves the right, at any time, to change or modify Site, Services or this AUP by making such change or modification available on the Site or by providing other notice to You. Any such change or modification will be effective 30 days after posting on the Site or such other notice. As applicable, you will be deemed to have agreed to such change or modification through your continued use of the Services.

Your use of the Services must comply with the EZLynx Terms of Service located at <https://www.ezlynx.com/legal/terms> (“**TOS**”). This AUP is a part of and incorporated into the TOS applicable to the Services. It is your responsibility to read and understand the TOS applicable to your use of the Services and the communications you generate and send through the Services.

The guidelines below are examples of practices that violate this AUP when generating or sending communications through the Services:

- adversely impacting the availability, reliability, or stability of the Services;
- launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of Services;
- 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 user of the Service;
- testing or reverse-engineering any of the Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- using the Service in any manner that may subject us or any third party to liability, damages or danger;
- using the Services in any manner that violates any applicable third party policies or requirements that we make written notice of;
- using the Services in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, or any other applicable industry standards;
- engaging in fraudulent activity with respect to third parties or otherwise bypassing legitimate identification systems;
- engaging in spamming or other unsolicited advertising, marketing or other activities, including, by way of example, any activities that violate anti-spamming laws and regulations including, but not limited to, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act;
- using non-permission based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails);
- sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com);
- using the Services in connection with any unsolicited or harassing messages (commercial or otherwise) including but not limited to unsolicited or unwanted phone calls SMS or text messages, voice mail, or faxes;



- offering or purporting to offer any Emergency Services ("Emergency Services" means services that allow a user to connect with emergency services personnel or public safety answering points such as 911 or E911 services);
- harvesting or otherwise collecting information about others, including email addresses or phone numbers, from a website without express consent;
- creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call;
- violating or facilitating the violation of any U.S. or foreign law regarding the transmission of technical data or software;
- improperly engaging in activity for which the United States Federal Communications Commission has restricted or regulated with regard to proper use of the public telephony network;
- using the Services, or a component of the Service, in a manner not authorized by us; or
- engaging in activities or transmitting through the Services any information that contains Inappropriate Content ("Inappropriate Content" means, but is not limited to, content that: is libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; is pornographic or contains sexually explicit content; is fraudulent; contains viruses, Trojan horses, worms or any other malicious, harmful, or deleterious programs; interferes with or disrupts networks connected to the Services or violates the regulations, policies or procedures of such networks; promotes, markets or otherwise relates to illegal activities; or infringes on the intellectual property rights or other rights of third parties, including but not limited to trademark, copyright or rights of publicity or otherwise violates, infringes on, or misappropriates the rights of any third party).