

## **Acceptable Use Policy**

This Acceptable Use Policy (“AUP”) describes rules that apply to any party (“you”, “your”, “yours”, or “Customer”) using any products and services provided by Comprehensive Productivity Solutions, LLC. or any of its affiliates (“Services”) and any user of the Services, including via any products and services provided by Customer (“End User”). Comprehensive Productivity Solutions, LLC together with its affiliates will be referred to as “Company” in this AUP. The prohibited conduct in this AUP is not exhaustive. Customer is responsible for its End Users’ compliance with this AUP and making its End Users aware of this AUP. If Customer or any End User violates this AUP, Company may suspend Customer’s use of the Services. This AUP may be updated by Company from time to time upon reasonable notice, which may be provided via Customer’s account, e-mail, or by posting an updated version of this AUP at <https://www.helplineoftware.com/legal>.

**No Inappropriate Content or Users.** Do not use the Services to transmit or store any content or communications (commercial or otherwise) that is illegal, harmful, unwanted, inappropriate, or objectionable, including, but not limited to, content or communications which Company determines (a) is false or inaccurate; (b) is hateful or encourages hatred or violence against individuals or groups; or (c) could endanger public safety. This prohibition includes use of the Services by a hate group. Customer and its End Users are also prohibited from using the Services to promote, or enable the transmission of or access to, any prohibited content or communications described in this paragraph.

**Prohibited Activities.** Do not use the Services to engage in or encourage any activity that is illegal, deceptive, harmful, a violation of others’ rights, or harmful to Company’s business operations or reputation, including:

- **Violations of Laws or Standards.** Violating laws, regulations, governmental orders, industry standards, or telecommunications providers’ requirements or guidance in any applicable jurisdiction, including any of the foregoing that require (a) consent be obtained prior to transmitting, recording, collecting, or monitoring data or communications or (b) compliance with opt-out requests for any data or communications.
- **Interference with the Services.** Interfering with or otherwise negatively impacting any aspect of the Services or any third-party networks that are linked to the Services.
- **Reverse Engineering.** Reverse engineering, copying, disassembling, or decompiling the Services.
- **Falsification of Identity or Origin.** Creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.
- **Reselling:** Reselling Services.

**No Service Integrity Violations.** Do not violate the integrity of the Services, including:

- **Bypassing Service Limitations.** Attempting to bypass, exploit, defeat, or disable limitations or restrictions placed on the Services.
- **Security Vulnerabilities.** Finding security vulnerabilities to exploit the Services or attempting to bypass any security mechanism or filtering capabilities.
- **Disabling the Services.** Any denial of service (DoS) attack on the Services or any other conduct that attempts to disrupt, disable, or overload the Services.
- **Harmful Code or Bots.** Transmitting code, files, scripts, agents, or programs intended to do harm, including viruses or malware, or using automated means, such as bots, to gain access to or use the Services.
- **Unauthorized Access.** Attempting to gain unauthorized access to the Services.

**Data Safeguards.** Customer is responsible for determining whether the Services offer appropriate safeguards for Customer’s use of the Services, including, but not limited to, any safeguards required by applicable law or regulation, prior to transmitting or processing, or prior to permitting End Users to transmit or process, any data or communications via the Services.

**Fair use policy.** We offer partially or fully unlimited usage plans for certain accounts. These plans operate under a fair use policy in order to prevent potential abuse. We have implemented certain limits (2000 user accounts created, 120,000 minutes, 120,000 SMS message segments, and 120,000 form submissions) per organization per year to prevent abuse. These limits are in effect for all paying customers unless a different credit limit is specified in your Order Form or your plan has a different credit limit, in which case such credit limit shall apply.

Violations of this AUP, including any prohibited content or communications, may be reported to [customerservice@helplinesoftware.com](mailto:customerservice@helplinesoftware.com). Customer agrees to immediately report any violation of this AUP to Company and provide cooperation, as requested by Company, to investigate and/or remedy that violation.