

# PULSED Acceptable Use Policy

Last Modified: 1st September, 2023

This PULSED Acceptable Use Policy ("AUP") applies to the use of any product, service or website provided by us (PULSED), whether we provide it directly or use another party to provide it to you (each, a "PULSED Service"). This AUP is designed to ensure compliance with the laws and regulations that apply to the PULSED Service. This AUP also protects the interests of all of our clients and their customers, as well as our goodwill and reputation. These terms are so important that we cannot provide the PULSED Service unless you agree to them. By using the PULSED Service, you are agreeing to these terms.

1. Reporting Suspected Violations
2. No Disruption
3. Proper Usage of the PULSED Service
4. PULSED Trademark Use
5. General Terms

If you are using any PULSED Service, this AUP applies to you. Every client of ours agrees to abide by this AUP and is responsible for any violations. You are not allowed to assist or engage others in a way that would violate this AUP. We will enforce and ensure compliance with this AUP by using methods we consider to be appropriate, such as complaint and email failure monitoring. We may also suspend or terminate your use of PULSED Services pursuant to our Customer Terms of Service for violations of this AUP.

We periodically update these terms and we will let you know via email or by posting a revised copy on our website. You agree to review the AUP on a regular basis and always remain in compliance.

## 1. Reporting Suspected Violations

We encourage all clients of the PULSED Service to report suspected violations of this AUP to us by forwarding specific violation details to [info@pulsed.io](mailto:info@pulsed.io). We have a policy to investigate all of these reports and to respond in the way we consider appropriate.

If you know of or suspect a violation of this AUP, you will promptly notify us in writing of the known or suspected violation of this AUP.

## 2. No Disruption

You agree not to:

- (a) use the PULSED Service in a way that impacts the normal operation, privacy, integrity or security of another's property. Another's property includes another's

account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations;

(b) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;

(c) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service;

(d) attempt to gain unauthorized access to the Subscription Service;

(e) access the Subscription Service using another User's unique login credentials, including reusing or sharing unique login credentials among multiple users;

(f) allow any Users to access the PULSED Service from an embargoed country, or allow access to the PULSED Service to any internationally sanctioned individuals;

(g) access the Subscription Service other than through our provided interface;

(h) use the PULSED Service to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless you have the appropriate express prior consent to do so; or

(i) use the PULSED Service in a way that causes or may cause any PULSED IP addresses, PULSED domains, or PULSED customer domains to be blacklisted.

Examples of prohibited actions include (without limitation) include hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program.

These restrictions apply regardless of your intent and whether or not you act intentionally or unintentionally.

### **3. Proper Usage of the PULSED Service**

You will respect the limits that apply to your use of the PULSED Service as specified in your Order Confirmation. For further Service Limit information please send your query to [info@pulsed.io](mailto:info@pulsed.io).

In addition, and without limiting the other requirements in this AUP, you may not (directly or indirectly) use the PULSED Service with content, or in a manner that:

(a) is threatening, abusive, harassing, stalking, or defamatory;

- (b) is deceptive, false, misleading or fraudulent;
- (c) is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
- (d) contains vulgar, obscene, indecent or unlawful material;
- (e) infringes a third party's intellectual property right(s);
- (f) publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so;
- (g) uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- (h) downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;
- (i) falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;  
restricts or inhibits any other user of the PULSED Service from using and enjoying our website and/or the PULSED Service;
- (j) harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- (k) violates the usage standards or rules of an entity affected by your use, including without limitation any ISP, ESP, or news or user group (and including by way of example and not limitation circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail);
- (l) is legally actionable between private parties;
- (m) is not a good faith use of the service, such as uploading Contacts in excess of your Contact or External User limit, emailing those Contacts and then purging them shortly thereafter; and/or
- (n) is in violation of any applicable local, state, national or international law or regulation, including the General Data Protection Regulation (2016/679), the Directive 2000/31/EC of the European Parliament and Council of 8 June 2000, on certain legal aspects of information society services, in particular, electronic commerce in the Internal Market ('Directive on Electronic Commerce'), along with the Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ('Directive on Privacy and Electronic Communications'), and

any regulations having the force of law or laws in force in your or your External User's country of residence;

(o) encourages, promotes, facilitates or instructs others to engage in illegal activity;

(p) promotes, encourages, or facilitates: hate speech, violence, discrimination based on race, color, sexual orientation, marital status, gender or identity expression, parental status, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran status, genetic information, citizenship and/or any other characteristic protected by law.

Organizations or individuals who promote, encourage, or facilitate hate speech, violence, discrimination, either through their own content or through distribution of user generated content, are prohibited from using the PULSED Service, regardless of whether the PULSED Service is used specifically for the prohibited activities. Violation of these standards may result in termination of your use of the PULSED Service.

You are responsible for moderating user generated content or user activity on your platform or service. User generated content that violates these standards may result in termination of your use of the PULSED Service.

You will use the PULSED Service for your internal business purposes and will not: (i) willfully tamper with the security of the PULSED Service or tamper with our customer accounts; (ii) access data on the PULSED Service not intended for you; (iii) log into a server or account on the PULSED Service that you are not authorized to access; (iv) attempt to probe, scan or test the vulnerability of any PULSED Service or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the PULSED Service unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the PULSED Service or make the PULSED Service available to a third party other than as contemplated in your subscription to the PULSED Service; (vii) use the PULSED Service for time sharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) provide to third parties any evaluation version of the PULSED Service without our prior written consent.

#### **4. PULSED Trademark Use**

Unless you have our express prior written permission, you may not use any name, logo, tagline or other mark of ours or the PULSED Service, including without limitation: (a) as a hypertext link to any website or other location (except as provided for or enabled expressly by us); or (b) to imply identification with us as an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled.

#### **5. General Terms**

We may immediately suspend your access to the PULSED Service if you breach this AUP or don't respond to us in a reasonable period after we've contacted you about a potential breach of this AUP. We may also suspend your access as we explain in our Terms of

Service and, if you breach this AUP, we may terminate your subscription agreement for cause. You acknowledge we may disclose information regarding your use of any PULSED Service to satisfy any law, regulation, government request, court order, subpoena or other legal process. If we make this type of required disclosure we will notify you, unless we are required to keep the disclosure confidential.

We are not obligated to, but may choose to, remove any prohibited materials and deny access to any person who violates this AUP. We further reserve all other rights.

We may update and change any part or all of this AUP. If we update or change this AUP, the updated AUP will be posted at <https://pulsed.io/legal-stuff/>. When we change this AUP, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this AUP periodically.