



Acceptable Use Policy

Effective Date: July 29th, 2020

Saddleback Communications has created this Acceptable Use Policy (“AUP”) to ensure the responsible, fair and reasonable use of Saddleback Communications’ networks, services, systems, websites and products (collectively, the “Saddleback Communications Products and Services”) by our customers and other users of Saddleback Communications Products and Services (collectively, the “User(s)”), and to enable Saddleback Communications to provide Users with reliable, secure and efficient services. By contracting for or using Saddleback Communications Products and Services, in addition to any other agreements Users may have entered into with Saddleback Communications, Users agree to be bound by the terms of this AUP.

Any violations or attempted violations of this AUP by any User (or any third party on behalf of any User) will constitute a violation of this AUP by the User and a material breach of any applicable customer agreement, including, without limitation, any applicable terms of service and/or supplements to any applicable agreements(s). Saddleback Communications’ failure to enforce this policy in every instance in which it might have application does not amount to a waiver of Saddleback Communications’ rights.

Saddleback Communications reserves the right to modify this AUP at any time and in its sole discretion pursuant to the relevant Saddleback Communications terms of service (“Service Terms”). Any use of Saddleback Communications Products and Services after such modification constitutes acceptance of the AUP as revised.

Termination/Suspension

Any User that Saddleback Communications determines in its sole discretion to have violated any element of this AUP may be subject to suspension or termination of service, with or without notice pursuant to this AUP and the Service Terms. Saddleback Communications has the right, but not the obligation, to take further action as Saddleback Communications determines to be appropriate under the circumstances to eliminate or preclude repeated violations. Saddleback Communications shall not be liable for any damages of any nature suffered by any User, or any third party, resulting in whole or in part from Saddleback Communications’ exercise of its rights under this AUP.

Service Monitoring

Saddleback Communications reserves the right to periodically review usage levels of any service plans, including, but not limited to, minutes, data, and messages, to ensure that User is not using such service in violation of this AUP and if such an abuse or violation is discovered, to terminate or adjust the plan as appropriate. Prior to taking such action, Saddleback Communications will attempt to contact the User to discuss the cause for the excessive or abusive use.

Reasonable Use

Saddleback Communications desires that Users understand the intended and permissible uses of Saddleback Communications Products and Services, and further desires to prevent fraud, exploitation and abuse of certain Saddleback Communications calling plans and features. Saddleback Communications' service plans and features are for normal, reasonable use and consistent with the types and levels of usage by typical customers on the same calling plan. "Typical" refers to the calling patterns of at least 95% of Saddleback Communications' customers on the same calling plan. Certain calling and messaging plans, including unlimited calling and messaging plans, are designed for normal use and are not intended to represent typical usage by unique persons or entities such as call centers, fax messaging services, telemarketing firms, or for use without live dialog, such as transcription services, intercom or monitoring services. Unauthorized or excessive use beyond that normally experienced by other Saddleback Communications Users may cause extreme network capacity and congestion issues and interfere with Saddleback Communications' network and the third party networks with which Saddleback Communications connects for call and message initiation and completion services. Any use of the Saddleback Communications Products and Services or any other action that causes a disruption in the network integrity of Saddleback Communications Products and Services or its vendors, whether directly or indirectly, is strictly prohibited and may result in suspension or termination of the Services.

Illegal, Improper, and Inappropriate and Use

Saddleback Communications Products and Services may be used only for lawful, proper and appropriate purposes. Users must use any Saddleback Communications Products and Services only in a manner that, in Saddleback Communications' sole discretion, is consistent with the purposes of such Products and Services. Users will not engage in any legal or illegal activity that either:

- (i) harms Saddleback Communications, the network operated by Saddleback Communications, the Services and/or any User, or
- (ii) interferes with the network operated by Saddleback Communications and/or the provision or use of the Services by Saddleback Communications or any User

Saddleback Communications Products and Services may only be used for activity that is consistent with reasonable use patterns. Improper use of Services may include but are not limited to:

- (i) autodialing, predictive-dialing, or robo-calling
- (ii) continuous, repetitive or extensive call forwarding
- (iii) false information for you or any users of the Service
- (iv) continuous or extensive chat line of conference call participation

- (v) long duration calls, defined as calls to the same number in excess of four hours (continuous or cumulative) within a twenty-four-hour period
- (vi) short duration calls, defined as calls under ten seconds in length, in excess of 10% of your total calls in any given month
- (vii) calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party
- (viii) fax, SMS or MMS broadcasting and blasting, defined as sending the same message by fax, SMS, or MMS to six or more recipients at the same time, one after another
- (ix) telemarketing

Saddleback Communications Products and Services may not be used for illegal purposes. Illegal purposes include but are not limited to using any Service to violate any federal, state, or local law, rule, or regulation; or engaging in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior.

Saddleback Communications Products and Services may not be used for inappropriate purposes. Users shall not use Saddleback Communications Products and Services to distribute, record, transmit, post, receive, use or store material that is inappropriate, as reasonably determined by Saddleback Communications, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful or excessively violent.

Harmful Content

Users shall not use Saddleback Communications Products and Services to distribute, record, transmit, post, receive, use or store material that may be harmful to, or interfere with, Saddleback Communications Products and Services or any third party's systems, networks, web sites or services. Such prohibited content includes, but is not limited to worms, viruses, or Trojan horses.

Copyrighted Material and Intellectual Property

Material accessible through Saddleback Communications Products and Services may be subject to protection under publicity, privacy or other personal and intellectual property rights. Such rights include, but are not limited to, copyrights, patents, trade secrets, trademarks or other proprietary information. Users shall not use Saddleback Communications Products and Services in any manner that would breach, dilute, misappropriate or otherwise violate any such rights.

Unsolicited Messages (Email, SMS or MMS)

Users shall not use Saddleback Communications Products and Services to transmit unsolicited email or text (SMS or MMS) messages including, without limitation, unsolicited bulk email or text (SMS or MMS) messages, where such emails or texts (SMS or MMS) could reasonably be expected to provoke complaints ("spam"). Users are prohibited from continuing to send email or text (SMS or MMS) messages to a recipient that has indicated that the recipient does not wish to receive them. Users are prohibited from using the services of another provider to distribute spam or to promote a site hosted on or connected to Saddleback Communications Products and Services. Users are prohibited from using the Services for fax, SMS or MMS broadcasting and blasting, defined as sending the same message by fax, SMS, or MMS to six or more recipients at the same time, one after another.

Accessing Third Party Networks and Third Party Indemnification

Users are prohibited from facilitating the violation of this AUP and from violating or facilitating the violation of another provider's AUP, including distributing, transmitting, posting, receiving, using, storing or otherwise providing any product or service that violates this AUP or another provider's AUP. Should a User access another provider or network using the Saddleback Communications Products and Services, such User must comply with the provider or network's rules and policies. User agrees to indemnify, defend and hold Saddleback Communications harmless from all claims, damages, losses and expenses (including attorneys' fees and expenses) resulting from or allegedly resulting from such User's access or use of other providers or networks. IN NO EVENT WILL SADDLEBACK COMMUNICATIONS BE LIABLE TO ANY USER OR THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THIS AUP, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF SADDLEBACK COMMUNICATIONS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF SADDLEBACK COMMUNICATIONS IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN SADDLEBACK COMMUNICATIONS AND ANY APPLICABLE USER AND WILL APPLY WHETHER THE ACTION IN WHICH RECOVERY IS SOUGHT IS BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR ANY APPLICABLE LAWS.

Use Outside of Primary Market

Because some Services are nomadic, they are potentially accessible from virtually anywhere in the world, including outside of the Saddleback Communications primary market, which includes the United States. While the Service Terms do not prohibit use outside of the Saddleback Communications primary market, Saddleback Communications makes no representations, warranties, or guarantees regarding the compliance of use with prohibitions or restrictions imposed by law, carriers, ISPs, etc. outside of the primary market, and User shall be solely responsible for ensuring compliance therewith, regardless of any consent by Saddleback Communications to such use.

Contact Saddleback Communications

For any questions regarding this AUP, or to report violations, please contact Saddleback Communications:

480.362.7150

customerservice@saddlebackcomm.com