

## **ACCEPTABLE USE POLICY**

**April 10, 2025**

### **PLEASE REVIEW THIS ACCEPTABLE USE POLICY CAREFULLY**

THIS ACCEPTABLE USE POLICY (“AUP”) IS APPLICABLE TO CUSTOMER’S USE OF THE SERVICES PROVIDED BY TECHNOLOGY INNOVATION LAB, LLC D/B/A SMART CARRIER (“SMART CARRIER”), AND IS A MATERIAL PART OF THE TERMS OF SERVICE. THIS AUP IS FURTHER APPLICABLE TO ALL USERS OF SMART CARRIER’S WEBSITE, PRODUCTS AND SERVICES (COLLECTIVELY, “SERVICES”).

This AUP describes actions that Smart Carrier prohibits when any party uses Smart Carrier’s services (“Services”). This AUP is incorporated by reference and governed by the terms and conditions applicable to Customer’s use of Smart Carrier’s Services. This AUP is applicable to Customer whether or not Customer has agreed to such terms and conditions, and Customer may not use the Services without agreeing to this AUP. Customer’s use of Smart Carrier’s Services shall be deemed to be Customer’s acceptance of this AUP. Capitalized terms not otherwise defined herein will have the meanings attributed to them in the Terms of Service, or any other agreement, schedule or service order entered into by the parties.

THIS AUP IS SUBJECT TO CHANGE FROM TIME TO TIME IN SMART CARRIER’S SOLE DISCRETION WITH SUCH CHANGES BEING EFFECTIVE UPON POSTING AT [www.smartcarrier.io](http://www.smartcarrier.io) (OR SUCH SUCCESSOR SITE AS DESIGNATED BY SMART CARRIER). ANY USE OF THE SERVICES AFTER SUCH MODIFICATION SHALL CONSTITUTE ACCEPTANCE OF SUCH MODIFICATION. “CUSTOMER” MEANS CUSTOMERS OF SMART CARRIER AND THEIR CUSTOMERS, EMPLOYEES, CONTRACTORS, INVITEES AND/OR END USERS.

#### **I. Restricted Actions**

- A. Customer agrees that the Services are provided solely for Customer’s legitimate business communications and information service or incidental personal communications needs, and those of persons using or accessing the Services under Customer’s account (“End Users”). Customer shall not, and shall take commercially reasonable steps to ensure that its End Users do not, use any Service for any other purpose.
- B. Customer agrees not to do any of the following, or allow others to do any of the following:
- (1) use the Service in a manner that is actually or potentially libelous, defamatory, threatening, harmful, harassing, indecent, obscene, in violation of any third-party intellectual property rights or privacy rights of any person, or otherwise unlawful under any applicable law or regulation (including, without limitation, laws and regulations regarding the transmission of data or software);
  - (2) misrepresent an affiliation with, or otherwise impersonate, any person or organization or otherwise attempt to mislead others as to the identity of the sender or the origin of any communication using the Services;
  - (3) upload or otherwise transmit files that contain malware (including, but not limited to, viruses, Trojan horses, worms, time bombs, and spyware) or corrupted data;
  - (4) download a file or software or include in the Service any content, software, files or links that Customer knows, or has reason to believe, cannot be distributed legally over the Service;
  - (5) post or transmit “spam;” transmit unsolicited messages, calls, advertising, telemarketing, chain letters, bulk email, or texts or engage in other similar activities, including, without limitation, any activities that violate anti-spamming laws and regulations, including, but not limited to, the CAN-SPAM Act, the Telephone Consumer Protection Act, Truth in Caller ID Act, and the Do-Not Call Implementation Act, or use the Services in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, any other industry standard;

(6) use the Service for autodialing or predictive dialing; continuous or extensive call forwarding; constant dialing; iterative dialing; fax broadcast; fax blasting; junk faxing; fax spamming; transmitting broadcasts or recorded material; sending unsolicited messages or advertisements; telemarketing; sending bulk and/ or junk email, voicemail, or faxes;

(7) transmit information that has been obtained through internet harvesting methods or any other unlawful electronic collection of addresses or any other public or private source;

(8) provide and/or transmit information through the Services (whether visual, written or audible) that are not complete, accurate and updated for any opt-outs, as applicable and required by law;

(9) advocate illegal activity or discuss an intent to commit an illegal act;

(10) seek to exploit or harm children by exposing them to inappropriate content, asking for personal information, or otherwise;

(11) access or attempt to access the Service by any means other than an interface provided by Smart Carrier or bypass or attempt to bypass the measures Smart Carrier may use to prevent or restrict access to the Service, including but not limited to any automated means such as the use of scripts or web crawlers or use the Services in any other manner that poses a security or service risk to Smart Carrier or its users;

(12) make any use of the Service for reasons other than Customer's own legitimate internal business requirements, and make no use of the Service for residential or more than incidental personal uses, including without limitation, gaming, streaming, or any other non-business purposes;

(13) engage in any other conduct that (a) prevents, restricts or inhibits anyone's use or enjoyment of the Service or which, as determined by Smart Carrier, may harm Smart Carrier or users of the Service or expose them to liability, damages or danger; (b) interferes with, disrupts, disables, damages, or overburdens the Service or associated servers, networks, or software, or (c) damages any Smart Carrier or third party property or information, including, without limitation, Smart Carrier's confidential or proprietary information, Smart Carrier's or a third party's intellectual property, and/or content owned or created by any other user of the Services;

(14) reproduce, duplicate, copy, transfer, modify, license, sell, trade, or resell the Services, any deliverables provided by Smart Carrier related to the Service or any other Smart Carrier intellectual property, unless Smart Carrier expressly agrees otherwise in writing;

(15) reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from any Service and/or software (if any);

(16) use any trademark, service mark, trade name, or logo of any company or organization in conjunction with the Service in a manner that is likely or intended to cause confusion about the owner or authorized user of such mark, name, or logo;

(17) mislead any party as to the origination of any call or other traffic, including without limitation (a) by modifying, altering, or deleting in any manner (i) calling party number information, (ii) originating point codes, or (iii) any other signaling information or call detail in connection with the transport and termination of traffic to the called party; or (b) by re-classifying or re-originating traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated), (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated;

(18) provide altered, false, deceptive or misleading information regarding the identity of any caller;

(19) modify, alter, or delete in any manner calling party number information, originating point codes, or any other signaling information or call detail in connection with the transport and termination of traffic to the called party;

(20) launch or facilitate, whether intentionally or unintentionally, a denial of service attack on any of the Services or any other conduct that adversely impacts the availability, reliability, or stability of the Services;

(21) submit any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards; or

(22) use the Service, or any component of the Services, in any manner not authorized by Smart Carrier.

C. Improper and/or inappropriate uses of the Services also include, but are not limited to:

- continuous or extensive chat line or conference call participation, use of free conference calling or similar services that Smart Carrier in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
- long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
- use of Services for streaming, gaming, accessing or transmitting obscene or indecent content, or other purely personal, entertainment purposes; or
- any fraudulent, harassing or otherwise unlawful activities.

## II. IN ADDITION, CUSTOMER HAS READ, UNDERSTOOD, AND AGREES TO THE FOLLOWING:

A. CUSTOMER IS RESPONSIBLE FOR ENSURING THAT CUSTOMER NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION OR ATTACK AND REGULARLY BACKING UP CUSTOMER DATA AND FILES IN ACCORDANCE WITH GOOD COMPUTING PRACTICES.

B. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE SERVICE DESCRIPTION OR APPLICABLE TERMS OF SERVICE: (I) CUSTOMER SHALL INFORM ANY USER USING THE SERVICE OF THE LIMITATIONS ON 911/E911 SERVICES DETAILED IN THE 911/E99 ADDENDUM, AVAILABLE AT [www.smartcarrier.io](http://www.smartcarrier.io) INCLUDING THAT 911/E911 SERVICE MAY FUNCTION DIFFERENTLY OR MAY BE LIMITED OR UNAVAILABLE, AND SMART CARRIER, ITS AFFILIATES AND SUBCONTRACTORS AND SUPPLIERS ARE NOT LIABLE IN ANY WAY FOR ANY SUCH CALLS.

C. CUSTOMER IS RESPONSIBLE FOR USE OF THE SERVICE BY ALL END USERS, INCLUDING WITHOUT LIMITATION, CUSTOMER'S PERSONNEL, EMPLOYEES, SUBCONTRACTORS, OR ANY OTHER PERSON USING THE SERVICE VIA CUSTOMER'S SUBSCRIPTION TO THE SERVICE, WHETHER OR NOT KNOWN OR APPROVED BY CUSTOMER, AND ANY SUCH USE SHALL BE DEEMED A USE BY CUSTOMER. SMART CARRIER MAY INVESTIGATE COMPLAINTS OR SUSPECTED VIOLATIONS OF THE AUP AND, IF SMART CARRIER REASONABLY DETERMINES THERE IS A VIOLATION, SMART CARRIER MAY, WITHOUT ANY LIABILITY OR PENALTY TO SMART CARRIER, TAKE ANY ACTION, IN SMART CARRIER'S SOLE DISCRETION, TO REMEDY THE VIOLATION INCLUDING REMOVING CUSTOMER DATA OR RESTRICTING, SUSPENDING OR TERMINATING CUSTOMER'S ACCESS TO THE SERVICE. WHERE SMART CARRIER REASONABLY BELIEVES THAT SUCH VIOLATION WOULD EXPOSE SMART CARRIER TO CIVIL, REGULATORY OR CRIMINAL LIABILITY OR OTHERWISE CREATE A SECURITY RISK, SMART CARRIER MAY TAKE ACTION IMMEDIATELY WITHOUT PRIOR NOTICE TO CUSTOMER.

D. IF CUSTOMER USES OR ACCESSES THE SERVICE, CUSTOMER ACCEPTS THE RESPONSIBILITY ON BEHALF OF ITSELF AND ITS END USERS USING THE SERVICE TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, SMART CARRIER SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER THIRD PARTY IF CUSTOMER FAILS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

E. VIOLATIONS OF THIS AUP ARE CONSIDERED MATERIAL VIOLATIONS OF CUSTOMER'S AGREEMENT WITH SMART CARRIER AND OF SMART CARRIER'S TERMS OF SERVICE. IN THE EVENT OF A VIOLATION OF THIS AUP, SMART CARRIER MAY SUSPEND SERVICE TO CUSTOMER WITHOUT NOTICE, AND MAY PURSUE ALL OTHER REMEDIES PROVIDED IN SMART CARRIER'S TERMS OF SERVICE, AS THE SAME MAY BE POSTED FROM TIME TO TIME AT [WWW.SMARTCARRIER.IO](http://WWW.SMARTCARRIER.IO).