

# Better Business Solutions, Inc.

## Acceptable Use Policy

*Last Updated March 1, 2016*

This Acceptable Use Policy (“AUP”) describes actions that **Better Business Solutions, Inc.** prohibits when any party uses **Better Business Solutions, Inc.**’s Services. This Policy is incorporated by reference and governed by the [Terms of Service](#) which contains explanations of defined terms and takes precedence over any conflicting provisions in this AUP. You, the Customer, may not use the Services without agreeing to this AUP. Thus, you agree not to use, and not to encourage or allow any End User to use, **Better Business Solutions, Inc.**’s Services in prohibited manners, including but not limited to the following:

1. Using the Services to encourage any illegal, abusive, or other activities that interfere with the business or activities of **Better Business Solutions, Inc.**.
2. 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 **Better Business Solutions, Inc.** or any of its users.
3. Reverse-engineering the Services in order to find limitations, vulnerabilities, or evade filtering capabilities.
4. Using the Services in any manner that may subject **Better Business Solutions, Inc.** or any third party to liability, damages, or danger.
5. Launching or facilitating, 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.
6. Transmitting any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs.
7. Using the Services in any manner that violates: industry standards; any third party policies including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines (or any similar or analogous industry standards, third party policies or requirements in any other jurisdiction);, or requirements that **Better Business Solutions, Inc.** may communicate to its Customers including any usage requirements.
8. Engaging in any unsolicited advertising, marketing or other activities, including any activities that violate anti-spam laws and regulations including the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act (or any similar or analogous anti-spam, data protection, or privacy legislation in any other jurisdiction).
9. Using the Services in connection with any unsolicited or harassing messages (commercial or otherwise) including unsolicited or unwanted phone calls, SMS or text messages, voice mail, or faxes.
10. Using the Services to harvest or otherwise collect information about others, including email addresses or phone numbers.
11. Using the Services to engage in or in connection with fraudulent activity.
12. Using the Services to receive, send or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996

as amended, unless you have signed a Business Associate Agreement with **Better Business Solutions, Inc.** or your use of the Services fits within the “conduit” or some other exception for requiring a Business Associate Agreement.

13. Violating or facilitating the violation of any local, state, federal, or foreign law or regulation, including laws and regulations regarding the transmission of data or software.

14. Taking any action to participate in, encourage, or promote any activity prohibited under this AUP or the **Better Business Solutions, Inc.** Terms of Service. 15. Using the Services to transmit any material that infringes the intellectual property rights or other rights of third parties.

16. Using the Services to transmit any material that is libelous, defamatory, discriminatory, or otherwise malicious or harmful to any person or entity.

17. 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.

18. Using the Services, or any component of the Services, in any manner not authorized by **Better Business Solutions, Inc.**

Furthermore, you agree that the following minimum usage and call duration requirements, which will be measured at the master account level on a calendar month basis, apply to your use of the Services, and you understand that we will provide you with notice of any violation of these requirements and allow you thirty (30) days to comply before taking any further action with your account in accordance with the Terms of Service or your agreement with **Better Business Solutions, Inc.**: 1. Each phone number must have at least two (2) transmissions, which transmissions may be in the form of an inbound or outbound call, or SMS message.

2. No more than 10% of your outbound voice calls may be under twelve (12) seconds in duration.

3. No more than 10% of your inbound toll-free voice calls may be under twelve (12) seconds in duration.

4. No more than 10% of your inbound toll-free calls may be incomplete (i.e. unanswered).

Please note: This list of prohibited uses is provided by way of example and should not be considered exhaustive. All determinations related to violations of this Acceptable Use Policy will be made by **Better Business Solutions, Inc.** in its sole discretion.