



Acceptable Use Policy

This **Acceptable Use Policy** (“AUP” or “Policy”) describes rules that apply to any party using any products and services (“Services”) provided by Red Gap Communications, Inc. (“Red Gap”) and any user of any software application or service made available by the Customer that interfaces with the Services (“User”).

This Policy may be modified by Red Gap 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 redgap.com. Your continued use of the Services on or after the date the modified version of the Policy is effective and binding constitutes your acceptance of such updated Policy. If you do not agree to the modified version of the Policy, you must stop using the Services immediately. Red Gap encourages Users to review this Policy regularly.

Prohibited Activities. Services may not be used for any purpose that, in Red Gap’s sole discretion, is illegal, inappropriate and/or improper (“Prohibited Activities”). The following examples and descriptions of Prohibited Activities provided below are not exhaustive.

Illegal Purposes. Illegal purposes include, but are not limited to:

Using any Service to violate any law, rule, regulation, governmental orders, industry standards or guidance in any applicable jurisdiction; or

Engaging in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior.

Inappropriate and/or Improper Purposes. Inappropriate and/or improper uses include, but are not limited to:

Inappropriate Behavior and Content. Calling, messaging, storing, posting or transmitting harmful, unsolicited, inappropriate, objectionable, threatening or abusive materials, e-mail or information.

Falsifying Users or Information. Falsifying or providing misleading information including but not limited to User information, User customer information, intent for use of Services, or other identifying information provided to Red Gap or to other Users of the Services.

Robocalling. Using a computerized autodialer to deliver an unsolicited pre-recorded message to a large number of recipients, or using a personalized audio messages to simulate an actual person on the phone call.

Continuous or Repetitive Calls and Messaging. Engaging in repetitive and/or continuous messaging or calling if such activity could reasonably be expected to or in fact does provoke complaints, including but not limited to calls or messages that are initiated through automated means.

Abnormal Calls and Messaging. Engaging in abnormal messaging or calling where activity is: (i) significantly in excess of User’s expected traffic volumes, (ii) inconsistent with User’s stated or published business description or intention for use of Services, or (iii) inconsistent with normal business use, particularly if such activity could reasonably be expected to or in fact does provoke complaints.

Unsolicited Calls or Messages. Enabling the transmission of calls or messages without the requisite consent of the recipient where legally required and/or failing to support opt-out requests to stop further calls or messages where legally required.

Long Duration Calls. Engaging in 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.

No Activities Harming the Network or Services. Users may not engage, directly or indirectly, in any activities that, in Red Gap’s sole discretion, harm or interfere with: (i) Red Gap’s network, (ii) the integrity or efficacy of the Services, or (iii) the use of the network and the Services by Red Gap’s other Users. The foregoing also includes attempts to bypass or exploit Service limitations or restrictions.

Remedies. Red Gap reserves the right to take any and all actions, whether at law or in equity, in response to violations of this Policy or as otherwise required to preserve the integrity of Red Gap’s network and its Services, including, without limitation: (i) suspension or termination of the Services, including charging User any applicable rates and cancellation or termination fees, (ii) cooperation with law enforcement, (iii) providing requested information to third parties who have informed Red Gap that they have been harmed by a User’s failure to abide by this Policy, and (iv) prosecution of violations of this Policy. Red Gap’s failure to take action shall not be deemed a waiver of this right. Red Gap’s exercise of its rights under this Policy shall not create a cause of action in any User.