

## SECOND GUEST: ACCEPTABLE USE POLICY

Last updated on: November 29, 2017

This Acceptable Use Policy is a part of and is governed by our Master Services Terms of Use, to which you have agreed and by which you are legally bound. Without limiting the other terms and conditions in the Master Services Terms of Use, this Acceptable Use Policy governs how you may use the Services. We may change the Acceptable Use Policy from time to time as set forth in the Master Services Terms of Use. Capitalized terms used in this Acceptable Use Policy and not otherwise defined herein shall have the corresponding meaning set forth in the Master Services Terms of Use.

You may not (and may not permit any third party to) use the Service in a manner contrary to the requirements of us, a mobile operator, regulator or self-regulatory body. Our Services may be used only for lawful purposes and may not be used for any illegal, improper or abusive activities.

The following list gives examples of uses of the Services that are illegal, improper or abusive. This list is provided by way of example and is not exhaustive and it is your responsibility to comply with all applicable laws.

Damaging, interfering with or adversely impacting the availability, reliability, or stability of our Services or third party systems and networks relating to our Services.

Overburdening, disabling, or launching or facilitating a denial of service attack on any of our Services or third party systems and networks relating to our Services.

Attempting to circumvent or break any security mechanism on any of the Services or using the Services in any manner that poses a security or other risk to us, our vendors, any user of our Services, or any of our or their respective customers.

Benchmarking, tampering with, unauthorized testing, reverse-engineering, decompiling, or otherwise using the Services in order to find limitations or vulnerabilities or evade filtering capabilities, or any other purpose not authorized by us.

Interfering with a third party's use and enjoyment of our Services.

Using the Services in any manner that may subject us or any third party to liability, damages or loss.

Altering, damaging or destroying the records you are required to keep in accordance with the Master Services Terms of Use.

Using the Services in any manner that violates any applicable third party policies or requirements (including, without limitation, using the Services in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, or any other applicable industry standards).

Using your account to engage in fraudulent activity with respect to third parties or otherwise bypass legitimate identification systems.

Impersonating any person or entity without his, her or its consent.

Where prohibited by applicable law, engaging in spamming, or other unsolicited advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations such as, without limitation, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, Telephone Consumer Fraud & Abuse Prevention Act, Children's Online Privacy Protection Act, and the Do-Not-Call Implementation Act.

Using the Services in violation of the Electronic Communications Privacy Act, the Regulation of Investigatory Powers Act, or any other analogous law or regulation applicable to your use of the Services.

Using the Services in connection with any unsolicited, unwanted or harassing messages or other communications.

Where prohibited by applicable law, using our long virtual numbers for marketing purposes.

Offering or purporting to offer any Emergency Services. "Emergency Services" means services that allow a user to connect with emergency services personnel or public safety answering points such as 911 or E911 services.

Using manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Services; linking to the Services without our express written consent; or harvesting or scraping any Content from the Services, including without limitation, harvesting or otherwise collecting information about others, including email addresses or phone numbers, from our website without their express consent

Violating or facilitating the violation of any country, state, province, local or international law, rule, legal order, or regulation.

Engaging in any activity that the United States Federal Communications Commission or any similar entity or authority in any other jurisdiction has restricted or regulated with regard to proper use of the public telephony network.

Using the Services, or a component of the Services, in a manner not authorized by us.

Reselling, sublicensing, renting or timesharing the Services or any portion of our Services (including, without limitation data received through number validation Services) without our express, specific prior written consent in an agreement signed by an Officer of Second Guest. In any event, any permitted resale is conditioned upon your obtaining, maintaining, and providing to us upon request, reasonable Know Your Customer information in compliance with applicable law for each of your direct and indirect customers using the Services, and may not be extended to anonymous users.

Using the Services in any manner that results in charges to Second Guest by third parties, such as originating access charges, dip charges, collect calls, calls made to NPA-976-XXX or 900-XXX-XXXX numbers, or any other number or service where the calling party is billed for the call by the calling party's provider on behalf of the terminating provider or its customer; or otherwise calling or sending messages to Premium Number ranges without our prior written consent in each instance.

Unless otherwise agreed in advance, send a substantial amount of voice traffic, as reasonably determined by Second Guest, only to specific regions or number ranges within a country in a manner that would cause Second Guest to incur material costs beyond those incurred by Second Guest when sending similar quantities of voice traffic equally spread across all regions and number ranges within such country; in the event of violation of this clause, for the avoidance of doubt, Second Guest reserves the right to immediately suspend the relevant portion of the Service to You.

Using the Services in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, or other devices or systems in which malfunction of the Services would result in foreseeable risk of injury or death or the operator of the device or system, or to others.

Engaging in activities or, uploading, downloading, submitting, transmitting, distributing or facilitating the distribution of, any information that contains "inappropriate content" in connection with the Services. Inappropriate content includes, but is not limited to, content that:

- May be considered libellous, slanderous, defamatory, threatening, sexually explicit, vulgar, profane, obscene, offensive, abusive, malicious or otherwise harmful to any person or entity, constitutes or promotes "hate speech" or is otherwise discriminatory based on race, sex, creed, religion, nationality, disability, sexual orientation, language, or age.

- Is fraudulent, deceptive, inaccurate or misleading (including, without limitation, by 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 or contents of a message or other communication using your account).

Contains or transmits viruses, Trojan horses, worms or any other malicious, harmful, or deleterious programs or similar destructive programming routines.

Interferes with or disrupts networks connected to the Services or violates the regulations, policies or procedures of such networks.

Promotes, markets or otherwise relates to illegal activities or terrorism.

Infringes on, misappropriates, or violates any intellectual property rights or other rights of third parties, including but not limited to trademark, copyright, patent, trade secrets, rights of publicity, and rights of privacy.

Constitutes or relates to “adult services” or content of an adult nature, including, without limitation, content that contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion.

Includes sensitive financial or identification information or documents.

Uses or includes any Open Source Software in connection with the Services in any manner that requires that any portion of the Services be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. “Open Source Software” means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU’s General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (ii) The Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), (vii) the BSD License and (viii) the Apache License.

If you or others using your account violate (or if we have reason to believe that you have violated or have encouraged others to violate) this Acceptable Use Policy, in addition to our available rights and remedies described in the Master Services Terms of Use, we may investigate the incidents that we believe are contrary to this Acceptable Use Policy and provide requested information to affected third parties. Our failure to enforce this policy does not amount to a waiver of our rights hereunder.

U.S. Long Virtual Numbers may not be used in any manner (e.g., sending communications, responding to communications, or otherwise) other than Peer-to-Peer, initiated by human interaction. As such only paging functionality (delivery of SMS or automated voice call for the purposes of notifying a reserved resource (e.g. table in a restaurant) is ready can be delivered over this type of phone number. Marketing communications and mobile content delivery messages are not permitted on U.S. Long Virtual Numbers.

US and Canada Short Code Numbers. Customer will not use the short codes in any manner inconsistent with any keywords approved by Second Guest for Customer’s use-case or information Customer provides, use the short codes provided outside of the permitted functionality of Second Guest’s platform, or otherwise circumvent the input restrictions or other limitations of Second Guest’s platform when delivering over Short Code Number’s. Customer’s use of such Short Code numbers shall comply with industry best practices, applicable wireless carrier requirements (including, but not limited to, all requirements applicable to user opt-ins, opt-outs and consents to receive messages), and applicable laws and regulations, including the CTIA Guidelines and Acceptable Use Policy, the Telephone Consumer Protection Act, the Federal Communication Commission’s Customer Proprietary Network Information rules and regulations, the iconectiv short code policy, and rules and regulations promulgated by the Canadian Wireless Telecommunications Association. Customer must have and abide by an appropriate privacy policy with its end users (including, without limitation, the owner of any telephone number Customer submits to Second Guest in connection with these Services), and Customer’s privacy policy must disclose the use of the Short Code’s and how personal information is treated in compliance with all applicable laws, rules and regulations. Customer shall not submit any PII to Second Guest

owned by any person who has not agreed to the treatment of such information as set forth in Second Guest's Privacy Policy, and Customer shall be solely responsible for any non-compliance with these Short Code terms.