

## EMPIRE COMMUNICATIONS INC. FAIR USE POLICY

### Introduction

The Empire Communications Cloud service is designed for general business use. This Fair Use Policy applies to all Empire Communications or ECI customers and their Users (as defined in the Global Terms of Service) and is intended to maintain the integrity of our network and the high performance of our cloud services. Any excessive use over the average monthly of all ECI customers shall be presumed to be unreasonable. You may not use, or encourage, promote, facilitate or instruct others to use, our cloud services in violation of this Fair Use Policy. In the event of customer's excessive use ECI may in its sole discretion: (a) bill customers a monthly overcharge for each feature instance that is provisioned above the stated limited at a unit cost and/or (b) suspend or terminate the Services provided to customer.

### Rules of Use

Customer may not use the cloud services:

1. In any manner that encumbers system or network resources to the point that usage causes interference with other customers' normal use of the cloud services, either on our system or network or any remote system or network;
2. with auto dialers;
3. in a manner that can be interpreted as abusive or fraudulent; to make or attempt to make any unauthorized intrusion or entry into any part of, to violate or attempt to violate the security/integrity of, or to interfere or attempt to interfere with the proper operation of, our cloud services or any system or network of any other person (including, without limitation to any other customer of ours);
4. in any manner or for any purpose that violates (i) any law, regulation or ordinance whether, local or foreign law including without limitations those related to electronic recordings of telephone conversations, (ii) the ECI general TOS or (iii) any instructions we issued from time to time;
5. in any manner that may infringe upon or violate any copyright, trademark, service mark, patent, trade secret, other intellectual property right of, or other personal right, of any third party;
6. to transmit any information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, hateful or racially, ethnically or otherwise objectionable;
7. to impersonate any person or to misrepresent an affiliation with any person;
8. to transmit any information that you do not have a right to transmit, whether because of a contractual obligation (such as a confidentiality or nondisclosure agreement) or otherwise;
9. to transmit, send, place or post unsolicited telephone calls, texts or other information;
10. to send unsolicited or unauthorized advertising, promotional materials or any other form of solicitation or spam;

11. to transmit anything that contains corrupted data or that contains a virus, Trojan horse, worm, time bomb, keystroke loggers, spyware, ransomware, or cancelbot, or any other computer programming routine or engine intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;

12. to use IRC servers or bots connected to public IRC networks or servers;

13. to decipher, decompile, disassemble or reverse engineer any elements or our system or network or of any system or network of any other person, or to attempt to do so;

14. to perform any form of security testing (also known as penetration testing) on any system we manage without our express prior written authorization. Requests for authorization may be submitted to [helpdesk@ecitech.com](mailto:helpdesk@ecitech.com) giving at least thirty (30) working days' notice. Requests should include the scope and type(s) of testing that is being requested as well as planned start and end times for same. Our technical teams will then review the request and identify the set of addresses / systems, if any, that you are permitted to perform testing on as well as testing that you are not permitted to perform. ECI will send you an email either authorizing you to perform certain tests or informing you that your request had been rejected. Testing results shall be considered ECI confidential information and shared with ECI. ECI retains the right to for any reason or no reason deny any security testing request;

15. to exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent.); or

16. to enable any third-party SMS services (i.e. ECI DIDs cannot be used to enable 3rd party SMS services).

### **Changes to this Policy**

We may revise this acceptable use policy at any time by publishing a new version on our webpage. You are expected to check this page periodically to take notice of any changes we make, as they are legally binding on you

### **Waiver**

Any failure or delay in us exercising or enforcing this policy shall not constitute a waiver of this policy or of any other right or remedy.

### **Reporting Abuse**

If you become aware of misuse of our cloud services by any person, please contact Empire Communications Inc. at (519) 624- 9134. We may investigate any complaints and violations that come to its attention and may take any action that we believe are appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts.

*Last Modified January 13, 2023*