

ACCEPTABLE USE POLICY

Protel Technologies Inc.

This Acceptable Use Policy (this “AUP”) is incorporated by reference in your Master Service Agreement (“MSA”). Your use of Services under the MSA is subject to this AUP. Unless otherwise defined in this AUP, capitalized terms have the meaning given in the MSA. Under this AUP, “You” also means any user of Your Account.

Protel Technologies Inc. (“Protel” or “Company”) may update or modify any provision of this AUP by giving You thirty (30) calendar days’ prior written notice. Updates will be posted at www.proteltech.ca/legal. Your continued use of the Services after the notice period expires constitutes acceptance of the updated AUP. If You do not accept the changes, You may terminate this Agreement in accordance with the MSA before the notice period expires.

Protel is not responsible for monitoring, controlling, or censoring the Internet or any content sent or received by You using Protel’s Services. In no event shall Protel be liable to You (or any of Your end users), nor to any third party, for any injury or loss resulting from inaccurate, unsuitable, offensive, illegal, or unlawful use of Services as set out in this AUP, or any direct, indirect, special, or consequential damages related to: (a) violations of this AUP by any party; or (b) Protel’s enforcement of the provisions hereof. The responsibility for avoiding the harmful activities set out in this AUP rests with You.

You are independently responsible for complying with all applicable laws related to Your use of the Services, regardless of purpose. Protel encourages You to report violations at www.proteltech.ca.

ENFORCEMENT

If Protel determines that You are in clear and serious violation of this AUP — including activities involving fraud, illegal content, network abuse, or threats to the security of the Services or other customers — Protel may suspend or terminate Your Services immediately and without prior notice. No credit will be available under Your Service Level Agreement for interruptions resulting from such AUP violations.

For unintentional, borderline, or first-time violations, Protel will use commercially reasonable efforts to provide You with written notice describing the violation and a reasonable opportunity to cure (typically not less than twenty-four (24) hours), before taking action. Protel reserves the right to determine in its reasonable discretion whether a violation is serious enough to warrant immediate action.

PROHIBITED CONDUCT

You may be in violation of this AUP if Protel determines that You are using the Services to engage in or foster disruptive, unlawful, or abusive behaviour, or encouraging others to do so, including but not limited to:

- Violating any applicable local, national, or international law or regulation, including Canada’s Anti-Spam Legislation (CASL, S.C. 2010, c. 23) and any other applicable Canadian, provincial, or federal laws governing electronic communications;

- Sending commercial electronic messages without the recipient's express or implied consent, or failing to include required identification and unsubscribe mechanisms, in violation of CASL or other applicable law;
- Making unsolicited phone calls or sending unsolicited, bulk, and/or junk voicemails, SMS messages, or faxes (spamming);
- Performing auto-dialling or "predictive dialling" in an abusive manner;
- Violating the rules and conventions for postings to any bulletin board, chat group, or other online forum, or violating the rules of any other network accessed using the Services;
- Using a false caller identity (spoofing) or forged email or SMS address or header, or otherwise attempting to mislead others;
- Attempting to interfere with or deny service to any user or host (e.g., denial of service attacks);
- Violating or misappropriating the legal rights of others, including privacy rights and intellectual property rights, or exposing trade secrets or other confidential information;
- Intentionally distributing viruses, worms, Trojan horses, corrupted files, hoaxes, or other malicious software code;
- Interfering with the use of the Services or the equipment used to provide them, including exceeding allowed bandwidth or consuming a disproportionate share of system resources;
- Altering, disabling, interfering with, or circumventing any aspect of the Services, including facilitating unauthorized access;
- Probing, scanning, penetrating, reverse engineering, or testing the vulnerability of any Protel system, software, or network (unless authorized in writing by Protel) or breaching Protel's security measures;
- Publishing, transmitting, or storing any content or links to content that Protel determines to be offensive, including content that is illegal; pornographic; excessively violent; deceptive or fraudulent; defamatory; malicious; violating a person's privacy; harassing; threatening; or promoting discrimination based on race, sex, religion, disability, sexual orientation, age, or any other legally protected category;
- Using the Services for any unlawful, offensive, harmful, invasive, infringing, defamatory, misleading, or fraudulent purpose;
- Using any Service to design software or other materials with similar or competitive functionality, monitor their performance, or for any other benchmarking or competitive purposes, without Protel's prior written consent; or
- Using the Services in any manner not authorized by Protel, or in any manner that Protel reasonably believes to be damaging to its reputation, business, system, network, or Services.

ADDITIONAL RESTRICTIONS

You shall not:

- Reproduce, duplicate, copy, or re-sell any part of Protel's website without Protel's prior written consent;
- Interfere with, damage, or disrupt any part of Protel's website; or
- Without Protel's prior written consent, access, interfere with, damage, or disrupt: (a) any equipment or network involved in the provision or delivery of Protel's Services; or (b) any software used in the provision or delivery of Protel's Services or website.

CALL RECORDING AND TRANSCRIPTION

You are solely responsible for complying with all applicable laws regarding the recording and transcription of phone calls, video conferences, and any other communications. In Canada, applicable laws include

the Criminal Code of Canada (R.S.C. 1985, c. C-46) and applicable provincial legislation. Protel expressly disclaims all liability with respect to Your recording or transcription of calls, video conferences, and/or other communications.

CASL COMPLIANCE

Canada's Anti-Spam Legislation (CASL) applies to commercial electronic messages sent from or to Canadian email addresses, phone numbers, or other electronic addresses. You are solely responsible for ensuring that all commercial electronic messages sent using the Services comply with CASL, including:

- Obtaining express or implied consent from recipients before sending commercial electronic messages;
- Including accurate sender identification in every commercial electronic message;
- Including a functioning, clearly-identified unsubscribe mechanism in every commercial electronic message; and
- Honouring unsubscribe requests within ten (10) business days.

Protel reserves the right to suspend or terminate Your Services if Your use of the Services results in CASL violations or complaints, in accordance with the Enforcement section above.

SPECIAL TERMS: SMS AND COMPANY MESSAGING

Protel's business texting feature allows users to send and receive SMS messages through Protel's Unified Communications Service to and from Canadian and US phone numbers.

Protel's SMS service has been designed and provisioned for person-to-person messaging (that is, two-way messaging where nearly all messages sent receive a reply). Protel's SMS service is not intended for broad-based outbound campaigns.

If You plan to use SMS for broad-based outbound campaigns (such as bulk sales or marketing communications, collections efforts, billing or delivery notifications, appointment reminders, etc.) where You are sending repeat messages that typically receive a small fraction of replies, then You must either: (a) confirm with Your Protel account administrator that Your account has been registered, through Protel's support team, with The Campaign Registry for these types of uses; or (b) use Protel's Contact Center solution to send bulk outbound SMS messages. Failure to comply with this requirement may result in Protel blocking Your SMS messages, terminating Your Services, or taking any other remedial action as determined by Protel in its reasonable discretion.

All SMS use must comply with CASL and applicable Canadian Radio-television and Telecommunications Commission (CRTC) rules governing commercial electronic messages.