

DiDCentral Acceptable Use Policy

This Acceptable Use Policy (“AUP”) describes actions that DiDCentral, LLC (“DiDCentral”) prohibits when any party uses its Services. By ordering or using DiDCentral’s Services, you, the Customer or service recipient, agree to the terms of this AUP. Each Customer must review and comply with this AUP and all applicable laws, but this AUP is not intended to be interpreted as, relied upon, or used as a substitute for legal advice. You agree not to use, and not to encourage or allow any end user or other party to use, DiDCentral’s Services in unlawful or prohibited manners, including, but not limited to, the following:

- Using the Services to engage in any activities that are illegal, abusive, false, fraudulent, deceptive or misleading, or any activity that exploits, harms, or threatens to harm children.
- Engaging in any unsolicited advertising, marketing, or other unlawful activities using the Services, including without limitation, any activities that violate laws applicable to advertising, electronic communications, and telemarketing, including, but not limited to, Section 5 of the FTC Act (15 U.S.C. § 45), the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 6101-6108), the Federal Trade Commission Telemarketing Sales Rule (16 C.F.R. § 310 et seq.), the Telephone Consumer Protection Act (47 U.S.C. §§ 227), the Federal Communications Commission regulations (47 C.F.R. 64.1200 et seq.) and orders implementing the Telephone Consumer Protection Act, all federal and state Do Not Call and calling-time restriction laws and regulations.
- Using DiDCentral’s Services in any way that fails to conform to any applicable industry guidelines and standards, including, without limitation, the CTIA Messaging Principles and Best Practices, Short Code Registry Best Practices and Short Code Monitoring Handbook.
- Attempting to bypass or disable any security mechanism on any of the Services or using the Services in any other manner that poses a security or service risk.
- Reverse-engineering the Services for any improper purpose.
- Using the Services in any manner that may subject DiDCentral or any third party to liability, damages, or danger.
- Launching or facilitating 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.
- Transmitting any material that contains viruses, trojan horses, worms or any other malicious or harmful programs.
- 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 DiDCentral or your use of the Services fits within an exception for requiring a Business Associate Agreement.

- Using the Services to transmit any material that infringes the intellectual property rights or other rights of third parties.
- Using the Services to transmit any material that is libelous, defamatory, discriminatory, or otherwise malicious or harmful to any person or entity.
- 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, including failing to comply with the Truth in Caller ID Act, 47 U.S.C. § 227, and implementing regulations, 47 C.F.R. § 227.

This list of prohibited uses is meant to be illustrative and should not be considered exhaustive. All determinations related to violations of this Acceptable Use Policy will be made by DiDCentral in its sole, reasonable discretion. DiDCentral reserves the right to change or modify the terms of the AUP at any time, effective immediately when posted to the DiDCentral website. Customer's use of the DiDCentral Services after changes to the AUP are posted to the DiDCentral website shall constitute acceptance of any changed or additional terms. If you have a complaint about abuse or a breach of this AUP, please contact a DiDCentral representative.

If you violate these Terms, we may, consistent with the terms of our Agreement with you, stop providing Services to you or we may close your account. We may also block delivery of a communication to or from the Services in an effort to enforce these Terms. When investigating alleged violations of these Terms, DiDCentral reserves the right to review any available content or other details relating to your communications in order to resolve the issue. But we cannot monitor the entire Services and make no attempt to do so.

