

PLATINUM COMMUNICATION SOLUTIONS, LLC.

Acceptable Use Policy (“AUP”)

This Acceptable Use Policy (“**AUP**”) identifies restrictions on the use by End Users of the Services offered by Platinum Communication Solutions LLC and Platinum Communication Solutions’ wholly-owned subsidiary, CoreNexa LLC (collectively “**Platinum Communication Solutions**”, “**we**”, or “**us**”), and the software used by us to deliver such Services, and is incorporated by reference in the Agreement as applicable. “**End Users**” (or “**you**”) means any service provider, customer, end user, or other user of any and all Services. Your access to the Services may be suspended or terminated for violation of this AUP. All capitalized terms that are used but not defined in this AUP shall have the respective meanings given to them in the Agreement, its attachments, and all other documentation.

Enquiries regarding this policy should be directed to support@platinumcs.net.

Fair Use

We are committed to providing first class customer service and value to you. To provide the best pricing, support and services, we retain the right to impose limits on your usage of the Services or to terminate the Services if we reasonably believe that your usage, including, but not limited to, the total number of calls you make, SMS or MMS messages you send, or minutes you use is not consistent with normal, fair, and reasonable use of such services. Wherever reasonably possible, we will give you written notice before taking any such action, and allow a reasonable period to allow you to modify your use.

Abuse

You may not use the Platinum Communication Solutions Network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including but not limited to:

- Any purpose prohibited by applicable international, federal, state or local law, rule or regulation or the law of any foreign jurisdiction in which we provide Services;
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Use of the Services in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, or any similar behavior;
- Using the Services for continuous or extensive calling, call forwarding, telemarketing, fax, SMS, MMS, voicemail broadcasting, or voicemail blasting in violation of the Telephone Consumer Protection Act, Telemarketing Sales Rules, or related federal or state statutes or regulations or the laws or regulations of any foreign jurisdiction in which we offer Services;

- Sending unsolicited messages or advertisements, including but not limited to email, voicemail, SMS, MMS, or faxes (commercial or otherwise) (“spamming”), or otherwise sending bulk and/or junk messages, including but not limited to email, voice mail, SMS, MMS, or faxes in violation of applicable federal or state laws or regulations or the laws or regulations of any foreign jurisdiction in which we offer Services;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the Platinum Communication Solutions Network or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an internet account or computer without the owner’s authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information where such consent is required under applicable federal or state laws or regulations or the laws or regulations of any foreign jurisdiction in which we offer Services;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting or IP-enabled communications, including without limitation VoIP;
- Use of the Service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the Service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft’s “ad/remove” tool); or
- Any conduct that is likely to result in retaliation against the Platinum Communication Solutions Network or website, or our employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial-of-service attack (DoS).

Unsolicited Communications

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using the Services.

Newsgroup, Chat Forums, Other Networks

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

You must comply with the rules of any other network you access or participate in using the Services.

Offensive Content

You may not publish, transmit or store on or via the Platinum Communication Solutions Network and equipment any content or links to any content that we reasonably believe:

- constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to us; or
- is otherwise malicious, fraudulent, or may result in retaliation against us by offended viewers or recipients, or is intended to harass or threaten.

Content "published or transmitted" via the Platinum Communication Solutions Network or equipment includes web content, email, bulletin board postings, chat, tweets, and any other type of posting or transmission that relies on the internet.

Live Events

You may not use the Services to stream live sex acts of any kind, even if the content would otherwise comply with the AUP. We may prohibit the streaming of other live events where there is a special risk, in our reasonable discretion, that the event may violate the Offensive Content section above.

Copyrighted Material

You may not use the Platinum Communication Solutions Network or Services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established copyright law to copy the work in that manner.

It is our policy to terminate in appropriate circumstances the Service of users who are repeat infringers.

Shared Systems

You may not use any shared system provided by us in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of email services if it has a negative impact on the email system, or we may require you to repair coding abnormalities in your code if it unnecessarily conflicts with other users' use of the services. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other users' data that is stored on the same system.

Use of Services Outside the United States

End Users in the United States may place calls to foreign countries. If U.S. End Users use the Service outside of the United States, such End Users will be solely responsible for any violations of local laws and regulations resulting from such use. We also provide services to service providers and end users in some foreign countries ("**Global Customers**"). This AUP applies to Global Customers who are solely responsible for complying with all local laws and regulations.

Other

You may only use IP addresses assigned to you by us in connection with the Services.

You agree that if the Platinum Communication Solutions IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and we may take reasonable action to protect our IP numbers, including suspension and/or termination of your Service, regardless of whether the IP numbers were listed as a result of your actions.

SLA

No credit will be available under a service level guarantee or agreement, if applicable, for interruptions of service resulting from AUP violations.

Last updated: June 3, 2021