



SYNAQ - ACCEPTABLE USE POLICY

SYNAQ has published this Acceptable Use Policy (AUP) for the purpose of by promoting the responsible use of our Services and in an effort to provide a reliable, high-quality service to its clients. In that regard, SYNAQ requires its clients and other third-party users (collectively, its "Members") to utilize SYNAQ's Services, as defined below, and network responsibly and in compliance with all applicable laws and the terms of this AUP.

SYNAQ reserves the right to modify this AUP at any time, effective upon posting of the modified AUP to <https://www.synaq.com/legal/>. By purchasing and using the Services, and thereby accepting the terms and conditions, you agree to abide by this AUP as modified from time to time. Your continued use of the Services after posting of the modified AUP will be considered acceptance of any and all changes to the AUP. In addition to the terms of the Master Service Agreement, the use of SYNAQ Services is subject to this Acceptable Use Policy (AUP).

In consideration for the Service(s) to be rendered by SYNAQ to the Client in terms of this Agreement, the Client, if not defined here in capitalised terms, have the meaning stated in the applicable contract between the Client and SYNAQ.

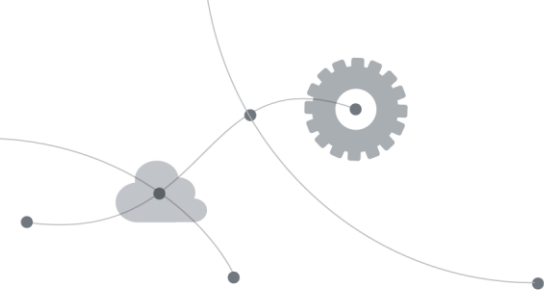
You agree not to, and not to allow third parties (including End Users) to use the Service:

- to generate or facilitate unsolicited bulk email or unsolicited commercial email^[1];
- to violate, or encourage the violation of, the legal rights of others;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;

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- to interfere with the use of the Service, or the equipment used to provide the Service, by customers, authorized resellers, or other authorized users;
- to alter, disable, interfere with or circumvent any aspect of the Service;
- to test or reverse-engineer the Service in order to find limitations, vulnerabilities or evade filtering capabilities;

Your failure to comply with the AUP may result in suspension or termination, or both, of the Service(s) pursuant to the Agreement.

[1] Unsolicited Bulk Email (UBE), commonly referred to as email SPAM, is defined as Internet mail ("email") that is sent to a group of recipients who have not requested it. A mail recipient may have at one time asked a sender for bulk email, but then later asked that sender not to send any more email; hence any bulk email sent after that request was received, is also UBE. Another term used to describe this form of email is Unsolicited Commercial Email (UCE); this may be defined as an electronic promotional message sent to a consumer without the consumer's prior request or consent.