



ONGAGE LTD

Acceptable Use Policy

[Last revised February 2022]

This Acceptable Use Policy governs the Customer's use of the Services, the Ongage Platform and any Content provided through the Service, including without limitations the within the Campaign, the Customer Data or any other Content made available through the Service or Customer Account. Defined terms herein shall have the same meaning as defined in the [Master Service Agreement](#), the Acceptable Use Policy is an integral part of the Agreement and is legally binding policy.

General

Ongage will ensure the Ongage Platform is used in good, lawful and ethical manner, therefore the Customer shall:

- ☒ Not use the Services to promote and Illegal goods or services, including through Campaigns.
- ☒ Not use the Services in any manner that violates the CAN-SPAM Act or other anti-spam laws, including by ensuring the recipients have agreed to receive emails and Campaigns from the Customer, or that at least the Customer has the legal rights to send the recipient emails.
- ☒ Not use the Services to market Campaigns that includes the following Content:
 - Pornography/sexually explicit content
 - Campaigns promoting or supporting terrorism or violent extremism
 - infringe the intellectual property rights of others, including trademark, copyright, design or patent rights
 - Products claiming to prevent, treat, or cure COVID-19 that are not approved or authorized for emergency use by regulatory or public health agencies, such as the FDA in the U.S.
 - Illegal Gambling services or products
 - Illegal financial service
 - Content that is related to terrorism, including the planning of a terrorist attack, promoting terrorist groups, is strictly prohibited. Ongage may disable accounts and work with law enforcement agencies (as necessary under applicable law) when Ongage believes that there is a genuine risk of physical harm or a direct threat to public safety under such circumstances.
 - Ongage does not allow distributing hate speech which attacks or demeans a particular individual or group of people based on their ethnic or national origin, race, religion, disability, gender, gender identity, age or sexual orientation or other social or cultural factors. Please be aware that hate speech includes public incitement to violence or hatred directed against such people and can be provided orally, in text form, pictures or other media form. Hate speech can include publicly condoning, denying or grossly trivializing crimes of genocide, crimes against humanity and war crimes, when the conduct is carried out in a manner likely to incite violence or hatred against such a group or a member of such a group.
 - Content that promotes extreme political views, potentially used in the radicalization of vulnerable members of the community is prohibited.



- Ongage does not allow the promotion or encouragement of self-harm or self-injury, including without limitation, eating disorders or alcohol and hard drug abuse. Ongage allows a level of nudity within the context of a family-friendly setting, for example, breastfeeding and photos of art and sculptures. Ongage does not however allow sexually explicit content or pornographic content
- Content that seeks to exploit or harm children by exposing them to inappropriate content, exposing them to content that may impair their physical, mental or moral development, asking for personally identifiable details or otherwise, is strictly prohibited

Prohibited Use

A Customer or Authorized User may not use the Services and Ongage Platform for the following prohibited uses:

- Send Spam.
- Customer must be able to point to an opt-in form or show other evidence of consent for any commercial or marketing email Customer send.
- Share password.
- Decipher, decompile, disassemble, or reverse engineer any of the Software.
- Use any of the Services and Ongage Platform to create a competing product.
- Send or forward personal mail.
- Host images on our servers for any purpose other than for Customer use of the Service.
- Host Content on our servers for any purpose other than for Customer use of the Service.
- Send bulk emails, meaning commercial or marketing emails directed to a number of individuals with the same content, without proper consent.
- Sell or offer to sell any counterfeit products or products that infringe the intellectual property rights of others, including trademark, copyright, design or patent rights.

Unauthorized Access

A Customer and Authorized Users may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation, or security of any portion of the Services and Ongage Platform. A Customer or Authorized User may not use the Services and Ongage Platform to engage in any activities that may interfere with the ability of others to access or use the Services, Ongage Platform or the Internet. Customer may not use the Services and the Ongage Platform in order to distribute malware, virus software, root kits, password crackers, spyware, adware, key stroke capture programs and other programs that are normally used for malicious activity. A Customer or Authorized User is strictly prohibited from attempting to gain access to the user accounts of other Customers or Authorized Users, or violating system or network security, each of which may result in criminal and civil liability.

Fraud

A Customer or Authorized User may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the Customer or Authorized User for purposes of deception via the Services and the Ongage Platform. Any attempt to impersonate someone else by altering a source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently



conceal, forge, or otherwise falsify a Customer's or Authorized User's identity in connection with use of the Services is also prohibited. Ongage does not allow deceptive or fraudulent links, such as wrongly describing a link, setting misleading click-through links on images, or embedding links to interstitial or pop-up ads.

Intellectual Property Rights

Ongage does not allow distributing through the Services Content which infringes any Intellectual Property rights or that promotes, sells or advertise products that encourage violation of such rights, such as VPNs, streaming websites, torrent sites, and similar activity.

Ongage also does not permit the usage of Content which the Customer or Authorized User do not have the right to transfer in accordance with any contractual or other relationship (e.g., insider information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement).

Complaints

Ongage reserves the right to suspend access. Customer can report any content to our safety and support team to support@ongage.com Ongage reviews these reports to determine whether there is a violation of this Acceptable Use Policy or the MSA and any action needs to be taken ("**Reported Content**"). In case Ongage receives complaints directly from internet users, through Internet organizations and through other parties, Ongage shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organizations, before taking action under this AUP. Ongage has no obligation to forward the complaint to the Customer, or to identify the complaining parties.

Ongage may, stop your Campaign, suspend the Account or terminate the MSA, if Ongage finds it to be in breach of the AUP, MSA or applicable law. Ongage will make best efforts to notify the parties of our decision, however if Ongage was not able to do so, Customer may appeal or contact our support. Ongage further reserves the right to block or suspend a user from using its Services or the reporting feature if it determines that such user frequently submits reports or complaints that Ongage has determined are manifestly unfounded.

Appeals

In the event that Ongage chooses to take action against any particular user with respect to any content that he or she has posted or Ongage decides to remove or refuse to distribute such content,

Customer may appeal or contest our decision to remove content or disable, block or suspend your Account by contacting us through support@ongage.com. Please include your reasoning as to why Customer feels our decision was incorrect. If Ongage feels that our decision was in fact incorrect, Ongage will notify you of such and rectify the situation by putting the content back, reactivating your account or the Services for you (as applicable) and removing any strikes or restrictions so that this will not be held against you in the future