

## ACCEPTABLE USE POLICY

EFFECTIVE DATE: September 7, 2022

This Acceptable Use Policy ("**AUP**") applies to the use of any product, service, or website provided by ChurnZero, Inc. ("**ChurnZero**," "**we**," "**us**," or "**our**"), whether we provide it directly or use another party to provide it to you (each, a "**ChurnZero Material**"). Any undefined capitalized term used herein will have the meaning given to it in our Subscription Service Terms, available at <https://churnzero.com/subscription-service-terms>.

1. **Reporting Suspected Violations.** We encourage the reporting of suspected violations of this AUP, which may be done by contacting us at [compliance@churnzero.com](mailto:compliance@churnzero.com). We investigate and respond to any reports in a manner we consider appropriate given the nature of the violation and our applicable legal obligations.

2. **Prohibited Actions.** You agree not to:

(a) Use the ChurnZero Material: (1) in a way that impacts the normal operation, privacy, integrity, or security of another's property (to include another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations), or otherwise willfully tamper with the security of the ChurnZero Material or tamper with or access our customer accounts or data; (2) to launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to the ChurnZero Systems in a given period of time than a human can reasonably produce in the same period by using a conventional browser; or (3) in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service or API;

(b) Attempt to gain (1) unauthorized access to the Subscription Service, API, or the property of another unless you have the requisite prior consent to do so; or (2) access the Subscription Service or API other than through our interface or other approved method of access;

(c) Use, or encourage others to use the ChurnZero Material with content (to include Customer Content), or in a manner that: (1) infringes a third party's Intellectual Property Rights; (2) is deceptive, false, misleading, or fraudulent; (3) is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity); (4) contains objectively vulgar, obscene, indecent, or unlawful material; (5) uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer; or (6) violates applicable law;

(d) Modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the ChurnZero Material;

(e) Build or benchmark a competitive product or service, or copy any features, functions or graphics of the ChurnZero Material; or

(f) Lease, distribute, license, sell, or otherwise commercially exploit the ChurnZero Material or make the ChurnZero Material available to a third party other than as contemplated in your subscription to the ChurnZero Material.

3. **Prohibited Email Actions.** To the extent you enable or use the email functionality in the Subscription Service, you may not use such functionality to Send, transmit, handle, distribute, or deliver electronic messages:

## ACCEPTABLE USE POLICY

(a) In violation of applicable local, state, national or international law or regulation, including all export laws and regulations and without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act) (15 U.S.C. § 7701 et seq.), the U.S Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), the Do-Not-Call Implementation Act of 2003 (15 U.S.C. § 6152 et seq.; originally codified at § 6101 note), the General Data Protection Regulation (2016/679), the Directive 2000/31/EC of the European Parliament and Council of 8 June 2000, on certain legal aspects of information society services, in particular, electronic commerce in the Internal Market ('Directive on Electronic Commerce'), along with the Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ('Directive on Privacy and Electronic Communications'), regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, the Personal Information Protection and Electronic Documents Act (PIPEDA) (S.C. 2000, c. 5), Canada's Anti-Spam Legislation (CASL) (S.C. 2010, c. 23), Japan's Act on Regulation of Transmission of Specified Electronic Mail (Act No. 26 of April 17, 2002) and any regulations having the force of law or laws in force in your or your email recipient's country of residence;

(b) Using or containing any misleading or false headers, names, addresses, email address, domain names, or subject line;

(c) Employing any technique to otherwise misrepresent, hide, or obscure any information in identifying the point of origin or the transmission path or using other means of deceptive addressing (such as using a third party's internet domain name without their consent);

(d) To purchased, rented, or borrowed recipient lists, recipients who are not current or former customers with a known contractual relationship, or any recipient lists that are likely to result in an excessive number of unsubscribe requests or complaints, as determined by acceptable industry practices;

(e) To recipients where the recipient has not granted verifiable permission for the message to be sent or where you fail to provide notice to any recipient and establish a lawful basis of processing, or

(f) Lacking an advisement that the recipient may unsubscribe, opt-out, or otherwise demand that use of its information for unsolicited, impermissible, and/or inappropriate communication(s) as described in this AUP be stopped (and how the recipient can notify you that it wants to unsubscribe, opt-out, or stop this use of its information).

(g) In violation of the Twilio SendGrid Email Policy, the current version of which can be found at <https://www.twilio.com/legal/service-country-specific-terms/email>.

**4. User Generated Content and Other Customer Content.** You are responsible for moderating Customer Content generated by or placed into the ChurnZero Material by your Users (whether posted in community fora or in an email), not limited to ensuring that you have the requisite consents or permissions to use, post, or place such Customer Content into the ChurnZero Material for the purposes contemplated by the parties as reflected in one or more agreements.

**5. Use of Our Mark.** Unless you have our express prior written permission, you may not use any Mark or other name, logo, or any other identifier regarding the ChurnZero Material, including without limitation: (a) as a hypertext link to any website or other location (except as provided for

## ACCEPTABLE USE POLICY

or enabled expressly by us); or (b) to imply identification with us as an employee, contractor, agent or other similar representative capacity. You also agree not to remove or alter any of these items as we may have provided or enabled.

6. **Suspension.** We may suspend your access or terminate your Agreement for cause as we explain in our Subscription Service Terms, available at <https://churnzero.com/subscription-service-terms>.

7. **Reporting Claims of Copyright Infringement.** We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from our websites or in our Services infringe your copyright, you may request removal of those materials (or access to them) by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Foundry General Counsel, PLLC  
Attn: DMCA Agent  
907 Shady Drive, SE  
Vienna, VA 22180  
571.334.1398  
[legal@churnzero.com](mailto:legal@churnzero.com)

Your DMCA Notice may be ineffective if you fail to comply with the requirements of Section 512(c)(3) of the DMCA. Please be aware that if you knowingly materially misrepresent that material or activity on our website or Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

8. **Reservation of Rights.** We reserve the right to: (a) subject to our Government Data Request Policy (available at <https://churnzero.com/govt-data-response-policy/>), disclose information regarding your use of any ChurnZero Material to satisfy any law, regulation, government request,

## ACCEPTABLE USE POLICY

court order, subpoena, or other legal process; and (b) remove any prohibited materials and deny access to any person who violates this AUP.

9. **Amendment.** We periodically update the terms and conditions of this AUP, and you agree to review the AUP on a regular basis and always remain in compliance. We will exercise reasonable efforts to provide you with prior notice of any updates by posting a revised copy on our website or through the Subscription Service or API user interface.