

# Acceptable Use Policy (AUP) for Unify Cloud Services

## For customers obtaining access to Unify Cloud Services

### Version 3.1 as of March 2019

Unify Cloud Services are produced by Unify and provided to you by your Contracting Party. This AUP is part of terms and conditions of your Cloud Services Agreement.

#### 1 Introduction

Unify wants that you enjoy a productive, disruption-free and safe use of Unify Cloud Services. This Acceptable Use Policy (AUP) is designed to prevent abuse of Unify Cloud Services. All use of Unify Cloud Services is subject to this AUP.

In the event of any conflicts between this AUP (in particular its enforcement) and the TOSP, the terms of the TOSP shall prevail.

You may have your own acceptable use policy or similar framework of rules and regulations governing the use of your IT-systems ("Customer IT Policies"). You are free to subject your Unify Cloud Services Users to such Customer IT Policies and enforce such Customer IT Policies internally, but we cannot address individual Customer IT Policies within Unify Cloud Services. You agree and accept that the benchmark for the provision of Unify Cloud Services to You shall solely be governed and determined by this AUP.

#### 2. Definitions

Capitalized terms used herein have the meaning stated in the TOSP, unless they are explicitly defined otherwise.

#### 3. Unify Cloud Services User Content You may see on Unify Cloud Services

Unify Cloud Services are used all over the world and by people from many different backgrounds, cultures and jurisdictions. You understand and acknowledge that when using Unify Cloud Services, You may be exposed to User Content that you may consider being inaccurate, offensive, indecent, or objectionable. We are not liable for any damages You allege to incur as a result of such User Content.

#### 4. Liability for Unify Cloud Services User Content

You are responsible for all User Content that You upload, publish, display, link to or otherwise make available ("Publish") on Unify Cloud Services in connection with your Unify Cloud Services User account(s). You are also responsible for any interaction with other Unify Cloud Services Users.

Unify and your Contracting Party do not take any responsibility and assume no liability for any User Content that You or any other Unify Cloud Services Users post, or which other third parties send to Unify Cloud Services. Without limitation to Unify's general obligation to provide Unify Cloud Services in a manner that is compliant with Applicable Laws, in particular data protection laws, you understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that You willingly send, upload, download, stream, post, transmit, display, publish or otherwise make available or access through your use of Unify Cloud Services is solely your responsibility.

You acknowledge that Unify has no control, and is not responsible for, the privacy of any User Content that You or someone else among your Unify Cloud Services Users have willingly shared with others. You will always use proper caution when giving out any Personal Data or sensitive information to others.

## **5. Unify Cloud Services User Content that is not acceptable**

You agree not to upload, post, email, store, transmit, or otherwise make available through Unify Cloud Services any User Content that

- is obviously unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, or, with reasons, deemed by Unify to be racially, ethnically, or otherwise objectionable;
- is unsolicited or unauthorized advertising, promotional materials, so-called junk mail or spam mail, so-called chain-letters or pyramid schemes, affiliate links, or any other form of solicitation, save for your internal purposes;
- contains viruses, worms, Trojan horses, malware, infected or corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- violates third-party rights of any kind, including without limitation any Intellectual Property Rights;
- contains any information or content that you do not have a right to make available under any Applicable Law;
- violates an individual's publicity or privacy rights or
- harms or interferes with any device, software, network or service that is part of Unify Cloud Services and its underlying infrastructure.

When determining if User Content is not acceptable, Unify or your Contracting Party will take into account if the relevant User Content is available only to You or if it is made widely available .

## **6. Uses and practices that are not acceptable**

Unify reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. In particular, you will not, and will not allow or instigate third parties or your Guest Users to, use Unify Cloud Services

- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- for inbound or outbound telemarketing or call centre operations;
- to collect or harvest any personally identifiable information, including account names, from Unify Cloud Services and in particular from the Unify Cloud Services Directory, save where you have the explicit permission of the affected Unify Cloud Services Users;
- with any automated system, including without limitation, "robots," "spiders," "scrapers", "bots", "offline readers," etc., that access Unify Cloud Services in a manner that sends more requests, pings or other messages to the systems providing Unify Cloud Services than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
- to interfere with the use of Unify Cloud Services by other Unify Cloud Services Users, or the equipment used to provide Unify Cloud Services. In particular, you agree not to, and to not allow or instigate third parties or your Guest Users, attempt in any way to make an effort to temporarily or indefinitely interrupt or suspend the services of a machine or network resource providing Unify Cloud Services and render it unavailable e.g. any DoS (Denial of Service)-type or DDoS (Distributed Denial of Service)-type attack;
- to alter, disable, interfere with or circumvent any security or access control aspect of Unify Cloud Services;
- to test or reverse-engineer Unify Cloud Services in order to find limitations, vulnerabilities or evade filtering capabilities, save where explicitly permitted by Applicable Law.
- You may not resell Unify Cloud Services User accounts.
- You may not share Unify Cloud Services User accounts between users from different organizations by mechanisms other than those designated for that within Unify Cloud Services, e.g. the function that is used to invite and handle Guest Users.

- To the extent Unify Cloud Services allows you to make outbound calls through other channels than your own telephone system, you may not call numbers (whether singly, sequentially or automatically) to generate income for yourself or others as a result of placing the call, other than for your individual business communications.
- You may not use unusual calling patterns inconsistent with normal, individual subscription use, for example, regular calls of short duration or calls to multiple numbers in a short period of time.

Unify and your Contracting Party reserve the right to take similar practices into account in order to determine if a particular behaviour is not an acceptable use of Unify Cloud Services.

## 7. Subpoenas, warrants, and/or orders

Unify and your Contracting Party will comply with and respond to valid (as Unify or your Contracting Party will determine in their sole discretion) subpoenas, warrants, and/or orders issued by a court or an authority received in relation to User Content. If permitted by Applicable Law, such subpoenas, warrants, and/or orders will be first forwarded to You so that You may respond. However, Unify or your Contracting Party reserves the right to respond to any such subpoena, warrant and/or order without informing you if it is not permitted to do so by such subpoena, warrant, and/or order, and/or if by not responding at once Unify or your Contracting Party might breach Applicable Laws.

## 8. Reporting Violations of the Acceptable Use Policy

Unify or your Contracting Party will not generally monitor User Content.

Reports of alleged violations of the AUP should be sent to your Contracting Party. Reports should include as much information as possible, in particular your name and contact information, and the IP address or Unify Cloud Services Conversation or website allegedly in violation, and a description of the alleged violation. Unless otherwise required by Applicable Laws, Unify and your Contracting Party assume no general duty to respond to alleged violations. Unify and your Contracting Party will review all verified reports and will take such actions as it deems appropriate in their sole discretion.

[To the extent applicable to Unify Cloud Services Users under US Applicable Laws:

If you believe that a Unify Cloud Services User (including the Unify Cloud Services Users of other Customers) violated a copyright, please notify your Contracting Party. Unify has established procedures with its Accredited Resellers which are intended to comply with the U.S. Digital Millennium Copyright Act (“DMCA”), and help Unify locate and investigate any potential copyright infringement.

Your Copyright Infringement Claim notice to your Accredited Reseller should include the following information. This is required by the DMCA and also will help in the investigation your copyright infringement claim:

- Identify the copyrighted work(s) you claim is infringed.
- Identify the material you claim is infringing the copyright(s), and provide enough information for us to reasonably locate that material.
- Include a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner’s behalf (the “Claimant”).
- Include the Claimant’s name, address, email address, and telephone number(s).
- Include a statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent.
- Include a statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.

After your Authorized Reseller has provided your Notice of Infringement claim to Unify, your Authorized Reseller will provide you information regarding further procedures, if any, that will be required to make a final determination].

## **9. Resolution of violations of the AUP**

It is Unify's and your Contracting Party's goal to mitigate any interruptions of your use of Unify Cloud Services while at the same time aiming at swiftly resolving potential violations of this AUP. Staff of Unify and your Contracting Party are dedicated to working with You in resolving potential violations, and are available via phone, ticket, forum, or email, as determined by the applicable Unify Cloud Services Support Plan. Unify at its own discretion or upon request by your Contracting Party reserves the right to block or remove any User Content if so required by Applicable Law, e.g. when Unify or your Contracting Party receive a take-down order from a court. Your Contracting Party shall also follow with Unify any blocking or removal requirements issued by You through the Customer Contact. If a request for blocking or removal comes from a third party, your Contracting Party will, where legally feasible, first consult with You through the Customer Contact. You accept and acknowledge that in some countries Applicable Law may require Unify or your Contracting Party to access your account, and inspect and possibly remove the User Content stored therein without first consulting with You.

The following description is provided for informational purposes only and should be seen as a framework of processes with respect to resolving potential violations. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors.

- Following receipt of violation of the AUP, a ticket and message will be generated to provide the Customer Contact with information regarding the potential violation of the AUP. Usually, further information is requested or, in obvious cases, you will be notified of the potential violation and the required actions to resolve the issue.
- Once a violation of the AUP was established, information specific to the violation will be added to the ticket. This will also include any additional facts about the situation and will be resent to the Customer Contact. Thereby, you will be notified of the action required to resolve the violation.
- In the event you disregard the notice, or fail to properly address it within the period granted by Unify or your Contracting Party to remedy the violation, or if the violation continues, Unify will disable the affected Unify Cloud Services User account(s) and/or the related Conversations. Access to the dedicated services may then be achieved through the secure private service network for your individual resolution. As soon as the violation is addressed, access shall be restored and service will continue as normal.
- If you fail to address the violation AND also fail to resolve the violation, Unify or your Contracting Party may suspend all access to Unify Cloud Services. This is a last resort and only results if you fail to participate in the resolution process. If, thereafter, the issue is not resolved by You without undue delay, Unify or your Contracting Party may permanently suspend Unify Cloud Services for the remainder of the term of the Cloud Services Agreement, without liability and without any reduction of fees. All outstanding fees shall become due immediately; Unify shall have the right to reclaim all resources dedicated to your use of Unify Cloud Services and may destroy your User Data.

## **10. Consequences of violations**

Unify or your Contracting Party may, at our option and without liability, permanently or temporarily suspend a Unify Cloud Services User account or otherwise refuse to permit access to Unify Cloud Services, if Unify or your Contracting Party determines that the Unify Cloud Services User account is used contrary to this AUP or the TOSP. Your Contracting Party will provide you, your organization's Customer Contact and the Unify Cloud Services Tenancy Administrator with notice of improper usage before suspension or termination of the relevant Unify Cloud Services User account, unless due to the nature of the usage it is essential to act as

quickly as possible to prevent damage. In particular but without limitation, Unify or your Contracting Party may do so if Unify or your Contracting Party becomes aware of any of the following prohibited actions:

- an attempt to interfere with, or compromise the integrity or security of, or attempt to decipher any transmissions to or from, the servers and other underlying infrastructure running or providing Unify Cloud Services;
- any action that imposes, or, as determined by Unify or your Contracting Party at their sole discretion, may impose, an unreasonable or disproportionately large load on the servers and other underlying infrastructure running or providing Unify Cloud Services;
- an attempt to interfere with the proper working of Unify Cloud Services or to bypass the security measures Unify may use to prevent or restrict access to Unify Cloud Services, including, but not limited to, registering with an invalid email address.

#### **11. Changes to this AUP**

Unify encourages you to periodically review this AUP. This AUP may occasionally be updated to reflect customer feedback, changes in Unify Cloud Services, and updates to Applicable Laws. Prior to making such changes effective, You and your organization will be notified in advance through the Customer Contact and the Unify Cloud Services Tenancy Administrator by posting a notice on the Unify Cloud Services login page. You will be provided with a link under which You can review the updated statement. Depending on your or your organization's settings, your Contracting Party may instead, or in addition, send a notification email, and/or post a message inside Unify Cloud Services. These notification(s) will be made independent of, and do not intend to limit, any notification procedure agreed with your organization in the Cloud Services Agreement.