

## Acceptable Use Policy

This Acceptable Use Policy (“Policy”) outlines unacceptable uses of the Services. Licensor may make reasonable modifications to this Policy from time to time by posting a new version of this document on the Licensor’s web site at <http://www.asuresoftware.com/asure-software-contract>. Revisions are effective immediately upon posting. Questions about this Policy (e.g., whether any contemplated use is permitted) and reports of violations of this Policy should be directed to [infosecteam@asuresoftware.com](mailto:infosecteam@asuresoftware.com) or by telephone in the US at 800-282-7319.

### The Policy:

Licensee agrees to use the Services in accordance with all applicable local, state and federal laws, and this Policy which shall specifically include, as determined by Licensor in its reasonable judgment, NOT using the Services to:

- (i) conduct any business or activity or solicit the performance of any activity that is prohibited by law, tortuous, or interferes upon the use of Licensor’s system by other licensees and customers.
- (ii) disseminate, display, send, transmit or receive any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, malicious, or violent, regardless of whether the material or its dissemination is unlawful;
- (iii) disseminate or transmit unsolicited messages, chain letters or unsolicited commercial email including unintended sending of unsolicited commercial email due to unauthorized access to Licensee’s use of the Services, whether or not the recipient wishes to receive such mailings;
- (iv) access, send, receive, display, disclose, or store any content in violation of any copyright, right of publicity, patent, trademark, service mark, trade name, trade secret or other intellectual property right or in violation of any applicable agreement, or without authorization;
- (v) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication;
- (vi) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions;
- (vii) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which Licensee does not have authorization to access or at a level exceeding Licensee’s authorization;
- (viii) disseminate or transmit any virus, worms, trojan horse or other malicious, harmful or disabling data, work, code or program;

- (ix) engage in any other activity deemed by Licensor to be in conflict with the spirit or intent of the Agreement or any Licensor policy as examples listed in this Policy are not exhaustive.

**Failure to Comply:**

Failure to comply with this Policy in Licensor's reasonable judgment may result in the immediate termination of Services, responding to law enforcement requests, or any other action deemed necessary by Licensor in order to protect its network, customer relationships, and commitment to the highest possible quality of service. Licensor will cooperate with law enforcement in cases where the Services are being used for any suspected illegal activity.

**Reporting Violations:**

Violations of this Policy are unethical and may be deemed criminal offenses. Licensee shall report to Licensor any information Licensee may have concerning instances in which this Policy has been or is being violated. Licensor may at any time initiate an investigation of any use of the Services for compliance with this Policy and Licensee agrees to cooperate.

**Malicious Activity:**

Intended: Attempts to exploit other devices or services on and off of Licensor's hosted service without the permission or implied permission of that party are not permitted. Violations of system or network security may result in criminal and civil liability. Licensor will cooperate with law enforcement if a criminal violation is suspected. Licensor will limit any traffic from the offending device or network immediately.

Unintended: Licensor will notify customers of an exploited device being used for potential malicious activity. If the activity is causing severe damage or strain to other devices or networks, Licensor will limit traffic to and from that device immediately. Otherwise Licensor will notify the customer and give a reasonable amount of time to secure the device before limiting traffic to and from that device.