

# Acceptable Use Policy

Last Updated: October 1, 2021

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the Service and your responsibilities when accessing or using the Service. Vaiyo may modify this Policy at any time by posting a revised version on its website. By using the Service, you acknowledge that you agree to the Terms of Service and this Policy. This Policy is incorporated by reference into the Terms of Service. You are responsible for the activities of all your end users who access or use the Service. All references to “you” and “your” mean a party that uses the Service (including a customer of Vaiyo that builds customer applications into which the Service are integrated and users of such customer applications). Capitalized terms used in this Policy but not defined have the meanings set forth in the Terms of Service, the Privacy Policy, or other relevant Vaiyo documents. Inquiries regarding this Policy should be directed to [info@vaiyo.io](mailto:info@vaiyo.io).

**Prohibited Uses.** You may not use the Service in any illegal, abusive, or other manner that interferes with the business or activities of Vaiyo or any other party. You may not incorporate or use the Service in connection with your product if your product or any of the content, services, or advertising available on your product (or if your use of the Service otherwise):

(a) uses the Service in a manner that is primarily directed to children (under the age of 13 in the U.S., 16 in the EEA, or other age as stipulated by the laws where you conduct your business) as a significant proportion of its users unless explicitly agreed to by Vaiyo;

(b) uses the Service in, or to develop, a product or service that delivers separate, stand-alone functionality substantially similar to the Service;

(c) transmits, stores or otherwise processes any material that contains adult content or entertainment or anything that violates the Child Protection Act (or similar regulations in the applicable jurisdiction), including pornography, erotic content, sexually explicit content, prostitution, or any other content not appropriate for general audiences;

(d) offers or promotes gambling, games of chance involving the payment of any consideration, or illegal sweepstakes or contests;

(e) transmits, distributes, or promotes materials, content or communication from a hate group or is exploitive, abusive or hateful;

(f) promotes, encourages or facilitates any illegal activity, violates the law, regulations, governmental orders, supervisory requirements, industry standards or guidance in any applicable jurisdiction (“Applicable Laws”) or violates the rights of any third party (including, without limitation, intellectual property rights, rights of privacy, or rights of personality);

(g) takes any action or transmits any material that constitutes, promotes or is used for illegal activities;

(h) uses the Service in a way that constitutes or promotes, or for the purpose of dealing in: spyware, adware, or other malicious programs or code; counterfeit goods; items subject to U.S. embargo; unsolicited mass distribution of email; multi-level marketing proposals; hacking/surveillance/interception/descrambling equipment; libelous, defamatory, abusive, harassing or otherwise offensive content; body parts or bodily fluids; stolen products or items used for theft; fireworks, explosives, or hazardous materials;

(i) promotes illegal drugs, violates export control laws, or relates to illegal arms

trafficking; or

(j) is otherwise illegal or solicits conduct that is illegal or otherwise make the Service illegal in the regions where you or Vaiyo conducts business.

### **Your Responsibilities.**

(a) You're solely responsible for the compliance with this Policy by your end users, and your compliance with Applicable Laws when you're deploying the Service;

(b) You are responsible for handling any claims related to your end users including any content, services or advertising made available by you. You are responsible for properly handling and processing notices sent to you (or any of your agents or affiliates) by any person claiming that you have violated such person's rights, including notices pursuant to the Digital Millennium Copyright Act or similar regulations in the applicable jurisdiction;

(c) You are responsible for obtaining all the necessary consent, approval, or opt-in pursuant to the Applicable Laws where you're deploying the Service, including without limitation, consent or approval regarding processing, recording, storage, or otherwise disposal of user data (including personal data);

(d) You are responsible for determining whether the Service or certain functions/features of the Service will satisfy your business, security or operational needs, and you are solely responsible to evaluate and take appropriate and necessary actions to ensure that your access to or use of certain functions/features (e.g., recording or content moderation features) of the Service is in strict compliance with Applicable Laws;

(e) You are solely responsible for all information, data, text, communications, recordings, videos, music, sound, photographs, messages, or other materials ("Content") that you or any of your end users upload, post, publish, display, share, store, transmit or otherwise use (hereinafter collectively, "Transmit") in connection with the Service. Without limiting the foregoing, you shall not (nor shall you allow any third party to) knowingly or with reason to know to use the Service to:

(i) Transmit any Content that: is unlawful, harassing, tortious, defamatory, pornographic, libelous, or invasive of another's privacy; you do not have a right to Transmit under any law or under contractual or fiduciary relationships; poses or creates a privacy or security risk to any person, including Vaiyo; infringes any intellectual property or other proprietary rights of any party; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or in the sole judgment of Vaiyo, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, which may subject Vaiyo to legal liability or regulatory requirements that are not aware of by Vaiyo or that are not commercially reasonable for Vaiyo to take, or which may expose Vaiyo or its users to any harm or liability of any type;

(ii) interfere with or disrupt the Service or servers or networks connected to the Service, including by consuming a disproportionate share of the resources of the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(iii) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;

(iv) obtain or attempt to access or otherwise obtain any materials or information

through any means not intentionally made available or provided for through the Service; or  
(v) violate any Applicable Laws.

(f) Vaiyo is providing you with Communication Platform (“Communication Platform”) to empower your business. Nonetheless, you’re responsible for determining whether each feature of the Service is appropriate for your business and meets the requirements of Applicable Laws. In the event that your access to or use of the Service or any of its features may subject Vaiyo to legal requirements or liabilities that are not usually applicable to an Communication Platform provider, you’re responsible of notifying Vaiyo of such requirements or liabilities and take all necessary actions to adjust your use of the Service to release or waive Vaiyo from such requirements or liabilities.

(g) Vaiyo does not actively monitor the Service or your use of the Service but may elect to do so in its discretion. Vaiyo may (i) investigate violations of this Policy; (ii) remove, disable access to, or modify any Content or resources that violates this Policy or any other agreement we have with you for use of the Service; or (iii) report any activity that we suspect violates any Applicable Laws to appropriate law enforcement officials, regulations, or other appropriate third parties. However, in no event will Vaiyo be responsible for any claim based on any commentary or Content Transmitted in the Service by any user or any actions taken by any user of the Service, including any claim that the user Content violates any person’s rights or is defamatory, libelous or otherwise illegal. You acknowledge that you are solely responsible for monitoring and controlling abusive or inappropriate behaviour in your use of the Service in connection with your product. You will regularly monitor and respond to reports of abuse, including by terminating user accounts where appropriate. You will also ensure that your product that implements the Service is at all times subject to terms and conditions binding on all users that are no less protective of Vaiyo and the Platform (and no less restrictive) than as provided in the Terms of Service.

**Privacy.** If you use the Service to collect, display or transmit any personal information about your users, you will prominently display a privacy policy that complies with all applicable laws and that makes it clear to users what data you collect and how you will use, display, share and otherwise process that data. You will collect and use user data only in accordance with your privacy policy and all applicable laws and regulations. You agree to comply, and require that your users comply, with all Applicable Laws, relating to the privacy of communication for all parties to a conversation, including, when required, advising all participants in a recorded video chat that the video chat is being recorded.

**Security.** You’re responsible for evaluating and determining whether the Service offers appropriate safeguards for your use of the Service, including any safeguards required by Applicable Laws, or any international, national, or industrial supervisory body.

**Consequences of Violation.** If we determine that you have violated any part of this Policy, we may suspend or terminate your use of the Service. We may intercept or block any content or traffic where the Service is being used unlawfully or not in accordance with this Policy. Our right to suspend or terminate your use of the Service applies even if a violation is committed unintentionally or without your authorization.

**Reporting.** If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please contact us at [info@vaiyo.io](mailto:info@vaiyo.io).