

# FinFlag – Acceptable Use Policy

*April 2022*



## Document control

### Document Revision History

Revision	Author	Date	Description of modifications
V001	GDU	12/12/2021	V7 SaaS- Initiation
V002	GDU	20/03/2022	V7 SaaS- miscellaneous adjustments
V003	LGI	27/04/2022	Miscellaneous adjustments

### Distribution List

Name	Function/Role	For <u>I</u> nfo/ <u>A</u> ction	Approved/Reviewed	Date
Clients				



This FinFlag Acceptable Use Policy ("AUP") applies to the use of any product, service or website provided by us (FinFlag), whether we provide it directly or use another party to provide it to you (each, a "FinFlag Service"). This AUP is designed to ensure compliance with the laws and regulations that apply to the FinFlag Service. This AUP also protects the interests of all of our clients and their customers, as well as our goodwill and reputation. These terms are so important that we cannot provide the FinFlag Service unless you agree to them. By using the FinFlag Service, you are agreeing to these terms.

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If you are using any FinFlag Service, this AUP applies to you. Every client of ours agrees to abide by this AUP and is responsible for any violations. You are not allowed to assist or engage others in a way that would violate this AUP. We will enforce and ensure compliance with this AUP by using methods we consider to be appropriate, such as complaint and email failure monitoring. We may also suspend or terminate your use of FinFlag Services pursuant to our Customer Terms of Service for violations of this AUP.

We periodically update these terms, and we will let you know when we do through the Notification app in the FinFlag portal used to access your FinFlag subscription (if you have one), or by posting a revised copy on our website. You agree to review the AUP on a regular basis and always remain in compliance.

## 1. Reporting Suspected Violations

We encourage recipients of email messages sent using the FinFlag Service to report suspected violations of this AUP to us by forwarding a copy of the received email with FULL headers to [abuse@FinFlag.com](mailto:abuse@FinFlag.com). We have a policy to investigate all of these reports and to respond in the way we consider appropriate.

If you know of or suspect a violation of this AUP, you will promptly notify us in writing of the known or suspected violation of this AUP.

## 2. Prohibited Email Actions

a. You may not use FinFlag to send spam. Spam can be in the form of bulk email or one to one commercial emails.

Bulk email is spam when it is unsolicited. Unsolicited means the recipient has not granted verifiable permission for the message to be sent. Bulk means that the message is sent as part of a larger collection of messages that have substantively similar content.

One-to-one commercial emails are spam when they violate CAN-SPAM. One-to-one commercial emails are also considered Spam if the data processed for purposes of sending that email is in scope of the General Data Protection Regulation ('GDPR') and you fail to provide notice to individuals and establish a lawful basis of processing.

You may not use the FinFlag Service in any way (directly or indirectly) to send, transmit, handle, distribute or deliver: (a) spam in violation of the CAN-SPAM Act (referenced below) or any other law; (b) email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting); (c) email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry, (d) commercial electronic messages in violation of Canada's Anti-Spam Legislation (referenced below), or (e) in violation of the General Data Protection Regulation (GDPR).

b. You may not use any misleading or false names, addresses, email address, or subject line.

Email sent, or caused to be sent to or through the FinFlag Service may not: (a) use or contain invalid or forged headers; (b) use or contain invalid or non-existent domain names; (c) employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path; (d) use other means of deceptive addressing; (e) use a third party's internet domain name without their consent, or be relayed from or through a third party's equipment without the third party's permission; (f) contain false or misleading information in the subject line or otherwise contain false or misleading content; or (g) use our trademark(s), tagline(s), or logo(s) without our prior written consent and only then pursuant to our trademark usage guidelines.

If you use email, we recommend that you adopt the Messaging, Malware and Mobile Anti-Abuse Working Group (M3AAWG) Sender Best Communications Practices (BCP), which were created and agreed upon with collaborative input from both volume email senders and Internet Service Providers. The Sender Best Communications Practices document is available [here](#). You will use commercially reasonable efforts to follow these practices.

c. You may not email purchased lists.

You are prohibited from using the FinFlag Service to email: (a) purchased, rented, or borrowed lists, and (b) lists that are likely to result in an excessive number of unsubscribe requests or Spam complaints or notices, as determined by acceptable industry practices.

### 3. Email Opt-out Requirements

You warrant that each email you send or is sent for you using the FinFlag Service will contain: (a) header information that is not false or misleading; and (b) 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). These requirements may not apply if the email sent is a transactional email and these requirements are not otherwise required by law. You warrant that you will promptly comply with all opt-out, unsubscribe, "do not call" and "do not send" requests.

### 4. No Disruption

You agree not to:

(a) use the FinFlag Service in a way that impacts the normal operation, privacy, integrity or security of another's property. Another's property includes another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations;

(b) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;

(c) use the Subscription Service 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;

(d) attempt to gain unauthorized access to the Subscription Service;

(e) access the Subscription Service other than through our interface;

(f) use the FinFlag Service to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless you have the appropriate express prior consent to do so; or

(g) use the FinFlag Service in a way that causes or may cause any FinFlag IP addresses, FinFlag domains, or FinFlag customer domains to be blacklisted.

Examples of prohibited actions include (without limitation) include hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program.

These restrictions apply regardless of your intent and whether or not you act intentionally or unintentionally.

### 5. Proper Usage of the FinFlag Service

You will respect the limits that apply to your use the FinFlag Service as specified in the Master Terms, the Product Specific Terms and the Product Catalog.

In addition, and without limiting the other requirements in this AUP, you may not (directly or indirectly) use the FinFlag Service with content, or in a manner that:

- is threatening, abusive, harassing, stalking, or defamatory;
- is deceptive, false, misleading or fraudulent;
- is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
- contains vulgar, obscene, indecent or unlawful material;
- infringes a third party's intellectual property right(s);
- publishes, posts, uploads, or otherwise distributes any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you have all necessary rights and consents to do so;
- uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;
- falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;
- restricts or inhibits any other user of the FinFlag Service from using and enjoying our website and/or the FinFlag Service;
- harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- violates the usage standards or rules of an entity affected by your use, including without limitation any ISP, ESP, or news or user group (and including by way of example and not limitation circumventing or exceeding equipment use rights and restrictions and/or location and path identification detail);
- is legally actionable between private parties;
- is not a good faith use of the service, such as uploading Contacts in excess of your Contact tier, emailing those Contacts and then purging them shortly thereafter; and/or
- is in violation of any applicable local, state, national or international law or regulation,;
- encourages, promotes, facilitates or instructs others to engage in illegal activity;
- promotes, encourages, or facilitates: hate speech, violence, discrimination based on race, color, sexual orientation, marital status, gender or identity expression, parental status, religion or creed, national origin or ancestry, sex, age, physical or mental disability, veteran status, genetic information, citizenship and/or any other characteristic protected by law.

Organizations or individuals who promote, encourage, or facilitate hate speech, violence, discrimination, either through their own content or through distribution of user generated content, are prohibited from using the FinFlag Service, regardless of whether the FinFlag Service is used specifically for the prohibited activities. Violation of these standards may result in termination of your use of the FinFlag Service.

You are responsible for moderating user generated content or user activity on your platform or service. User generated content that violates these standards may result in termination of your use of the FinFlag Service.

You will use the FinFlag Service for your internal business purposes and will not: (i) wilfully tamper with the security of the FinFlag Service or tamper with our customer accounts; (ii) access data on the FinFlag Service not intended for you; (iii) log into a server or account on the FinFlag Service that you

are not authorized to access; (iv) attempt to probe, scan or test the vulnerability of any FinFlag Service or to breach the security or authentication measures without proper authorization; (v) wilfully render any part of the FinFlag Service unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the FinFlag Service or make the FinFlag Service available to a third party other than as contemplated in your subscription to the FinFlag Service;; or (viii) provide to third parties any evaluation version of the FinFlag Service without our prior written consent.

## 6. Restricted Industries

Some industries have higher than average abuse complaints, which can directly impact our ability to provide the FinFlag Service to other customers. To protect our customers, we reserve the right to discontinue your use of the FinFlag Services if you are in one of these industries. Some examples include:

- Cryptocurrency
- Escort and dating services
- Gambling services or products
- Selling 'Likes' or followers for a social media platform

## 7. FinFlag Trademark Use

Unless you have our express prior written permission, you may not use any name, logo, tagline or other mark of ours or the FinFlag Service, or any identifier or tag generated by the FinFlag Service, including without limitation: (a) as a hypertext link to any website or other location (except as provided for 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.

## 8. Developer Terms

If you use any of our developer tools including Application Programming Interfaces (APIs), developer tools, or associated software, you will comply with our Developer Terms provided to the Client Contact

## 9. General Terms

We may immediately suspend your access to the FinFlag Service if you breach this AUP or don't respond to us in a reasonable period after we've contacted you about a potential breach of this AUP. We may also suspend your access as we explain in our Customer Terms of Service and, if you breach this AUP, we may terminate your subscription agreement for cause. You acknowledge we may disclose information regarding your use of any FinFlag Service to satisfy any law, regulation, government request, court order, subpoena or other legal process. If we make this type of required disclosure we will notify you unless we are required to keep the disclosure confidential.

We are not obligated to, but may choose to, remove any prohibited materials, and deny access to any person who violates this AUP. We further reserve all other rights.

We may update and change any part or all of this AUP. If we update or change this AUP, the updated AUP will be sent to the Client Contact. If you have a FinFlag subscription, we will let you know through the Notification app in the FinFlag portal used to access your FinFlag subscription. If you do not have a FinFlag subscription, we will let you know by posting the revised copy on our website. When we change this AUP, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this AUP periodically.