Bonterra Acceptable Use Policy

This Acceptable Use Policy ("AUP") governs Customer's use of the services provided by Bonterra (the "Services") and is incorporated into, and forms part of, the Bonterra Master Services Agreement or other applicable agreement between Customer and Bonterra governing Customer's use of the Services (the "Agreement"). All capitalized terms not defined in this AUP shall have the meaning set forth in the Agreement.

1. Prohibited Activities:

Customer agrees to not use the Services to:

1.1 Impersonate any person, organization, or entity, or falsely state or misrepresent Customer's affiliation with any third party;

1.2 Interrupt, attempt to interrupt, violate, breach, or compromise the operation or security of the Services or any related systems;

1.3 Do penetration testing, security scanning or probing without Bonterra's express prior approval;

1.4 Harass, threaten, cause harm to others, spread hate speech, or publish content that is false, defamatory, discriminatory, harassing, or obscene;

1.5 Engage in the prohibited e-mail practices described in Section 2;

1.6 Engage in any unlawful activity, create civil or criminal liability, or violate applicable export laws or regulations;

1.7 Infringe upon any third party's intellectual property, privacy, publicity, or other rights;

1.8 Take any action that disrupts or is likely to damage, disable, or overburden the Services or related infrastructure;

1.9 Upload or use data containing viruses, worms, Trojan horses, corrupted files, hoaxes, or other harmful material;

1.10 Attempt to gain unauthorized access to, or disrupt, any service, device, data, account, or network; or

1.11 Use the Services except in conformance with the provisions of the Agreement and its applicable Order Form(s).

2. E-mail Practices

2.1 Customer agrees to not use the Services to send unsolicited e-mail ("SPAM"). For the purposes of this AUP, unsolicited e-mail means messages sent to anyone other than:

   a) Individuals with whom Customer has an existing relationship where it is reasonable to infer consent to receive that type of e-mail; or

   b) Individuals who have given explicit consent, including by publishing or providing their e-mail in a manner that reasonably implies consent.

2.2 Customer may only send emails to recipients who have directly provided their contact information to Customer and have given valid, documented consent to receive such communications, in accordance with applicable law and industry standards.

2.3 Customer shall comply with all applicable laws and regulations governing bulk or commercial e-mail, including CAN-SPAM, CASL, GDPR and the ePrivacy Directive or any other laws applicable in the regions where Customer operates or where recipients are located.

2.4 Customer must include a functional unsubscribe mechanism in all e-mails sent through the Services to allow recipients to opt-out of future communications.

3. Enforcement

In addition to any other remedies available under the Agreement, Bonterra may immediately suspend or terminate Customer's access to the Services if Customer fails to comply with this AUP.

4. Changes to this AUP

Bonterra may update or amend this AUP from time to time. If Bonterra makes material changes, it will provide notice as appropriate under the circumstances (e.g., by displaying a prominent notice within the Services or by sending an e-mail to Customers). Continued use of the Services after such changes constitutes acceptance of the updated AUP.