

PROOVL ACCEPTABLE USE POLICY

Effective Date: 2016/01/01

This document describes actions that Proovl (2Way OU) prohibits when You use its website and/or services (the "Services"). The terms "you," "your," and "yours" refer to the customer. This Policy is governed by our Terms of Service. Our Terms of Service take precedence over any conflicting Policy provision.

By using Proovl services and the proovl.com website, you consent to the terms and conditions of this Policy. If you do not agree to this Policy please do not use the website and/or services.

Proovl may in its sole discretion determine whether You are in violation of this Policy. The Services may be used only for lawful purposes and may not be used for any illegal activities.

Using the Services in an illegal, abusive or any other manner that interferes with or diminishes others' use and enjoyment of the Services is prohibited.

The following list gives examples of illegal, abusive, interfering or otherwise unacceptable or inappropriate behavior while using the Services. This list is provided by way of example and shall not be considered exhaustive.

- Using the Services in any manner that may subject Proovl or any third party to liability, damages or danger.
- Using the Services in any manner that violates any applicable third party policies or requirements that Proovl has communicated to the customer.
- Using the Services in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, or any other industry standards.
- Using Your connection or account to engage in fraudulent activity with respect to third parties or otherwise using Your account to bypass phone identification systems such as those by classified advertising websites.
- Transmitting any material that may infringe the intellectual property rights or other rights of third parties, including but not limited to trademark, copyright or rights of publicity or otherwise violating, infringing, or misappropriating the rights of any third party.
- Engaging in spamming or other unsolicited advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations including, but not limited to, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act (USA).
- Using the Services in connection with any unsolicited or harassing messages (commercial or otherwise) including but not limited to unsolicited or unwanted SMS.
- Using Proovl in a manner that is not designed to enhance or augment the person-to-person nature of SMS communications.
- Offering any Emergency Services to users. "Emergency Services" shall mean services that allow a user to connect with emergency services personnel or public safety answering points such as 911, E911 or 112 services.
- Promoting or engaging in illegal activities.
- Using the Services, or a component of the Services to verify or authorize users with online services, apps, social networks or financial institutions.
- Using Proovl in activities associated with online auctions, marketplaces or classifieds.
- Engaging in activities or transmitting through the Services any information that may be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Using the Services to harvest or otherwise collecting information about others, including email addresses or phone numbers.
- Creating a false identity or forged sender identifications, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message using Your connection or account.
- Transmitting SMS that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs.
- Violating or facilitating the violation of any Estonian or foreign law regarding the transmission of technical data or software.
- Interfering with or disrupting networks connected to the Services or violating the regulations, policies or procedures of such networks.
- Improperly engaging in activity for which the United States Federal Communications Commission has restricted or regulated with regard to proper use of the public telephony network.

- Using the Services, or a component of the Services, for sending links and URL's.
- Using the Services, or a component of the Services, in a manner not authorized by Proovl.
- Using the Services to receive, send or otherwise process personal or any health information.

Violation of this Policy may result in the immediate suspension or termination of Your connection and account, civil and/or criminal liability, and Proovl may, in addition to any remedy that it may have at law or in equity, terminate permission for You to use the Services. In such event, You are still liable for any and all outstanding charges accumulated through Your use of the Services, including uses in violation of this Policy or the laws of any jurisdiction. Proovl may apply all charges to your account or deduct these from the security deposit. In addition, Proovl may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to Proovl stating that they have been harmed by Your failure to abide by this Policy. Proovl's failure to enforce this policy in each and every instance in which it might have application does not amount to a waiver of Proovl's rights hereunder.

We reserve the right to change this Policy from time to time without notice by posting changes to Proovl's website. When we do, we will also revise the last update date of the Policy.