

## Supplemental External-Facing Services Policy

### 1. Scope

Use of WorkXpress.com's Online Services including but not limited to Developer Services, Non-WorkXpress.com Applications, platform.workxpress.com, shared, dedicated or private cloud hosting products or services (the "External-Facing Services") is subject to this External-Facing Services Policy ("Policy").

### 2. Effective Date of this Policy Update

December 9, 2015

### 3. Changes to Policy

WorkXpress.com may change this Policy by posting the updated Policy at [www.workxpress.com/legal](http://www.workxpress.com/legal) . Any updates to the Policy will take effect for a customer immediately. Once a Policy update takes effect for a customer, the customer's use of any External-Facing Services will be subject to the updated policy.

### 4. Violations

A customer's violation of this Policy will be considered a breach of the Master Services Agreement and/or other agreement governing the customer's use of the External-Facing Services.

### 5. Prohibited Material

Customers may not use External-Facing Services to display, store, process or transmit, or permit use of External-Facing Services to display, store, process or transmit:

- a. Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
- b. Material that violates a third-party's privacy rights;
- c. Material that violates applicable law;
- d. Excessively profane material;
- e. Hate-related or violent material;
- f. Material advocating racial or ethnic intolerance;
- g. Material intended to advocate or advance computer hacking or cracking
- h. Illegal software
- i. Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; or

- j. Other material that violates or encourages conduct that would violate any criminal laws, any other applicable laws, or any third-party rights.

## 6. Prohibited Actions

Customers may not, and may not allow any third-party, including its users, to use an External-Facing Service to:

- a. Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:
  - i. sending email in violation of the CAN-SPAM Act or any other applicable anti-spam law;
  - ii. imitating or impersonating another person or his, her or its email address, or creating false accounts for the purpose of sending spam;
  - iii. mining or harvesting any web property (including any External-Facing Service) to find email addresses or other user account information;
  - iv. sending unauthorized mail via open, third-party servers; and
  - v. sending email to users who have requested to be removed from a mailing list;
- b. Send, upload, distribute or disseminate, or offer to do the same with respect to unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable material;
- c. Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- d. Conduct or forward pyramid schemes and the like;
- e. Engage in phishing;
- f. Transmit material that may be harmful to minors;
- g. Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
- h. Use an External-Facing Service to violate the rights (such as rights of privacy or publicity) of others;
- i. Promote or encourage illegal activity;
- j. Interfere with other users' enjoyment of an External-Facing Service;
- k. Use an External-Facing Service in connection with illegal peer-to-peer file sharing;
- l. Use an External-Facing Service to engage in or promote gambling, or run a gambling operation;
- m. Use an External-Facing Service to sell, distribute or export prescription drugs or other controlled substances;
- n. Use an External-Facing Service to sell, distribute or promote drug paraphernalia;
- o. Use an External-Facing Service, or any interfaces provided with an External-Facing Service, to access any other service or website in a manner that violates the terms for use of or access to such service or website.

## 7. U.S. Digital Millennium Copyright Act

Each customer must comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) (the "DMCA"), publicly display a description of its notice and takedown process under the DMCA on its instance of the External-Facing Services, and comply with that description.

If WorkXpress.com receives a notice alleging that material on a customer's instance of an External-Facing Service infringes another party's copyright, WorkXpress.com may disable that customer instance of the External-Facing Service.

## 8. Usage Limits

Use of External-Facing Services is subject to the limits determined by WorkXpress.com or published in the Documentation from time to time, or as specified in an Order Form.