

PASSKIT ACCEPTABLE USE POLICY

Last Updated: October 1, 2022.

All access to and use of the Passrelay Service is subject to this Acceptable Use Policy (“AUP”). This AUP is incorporated by reference into, and governed by the [Terms of Subscription Service](#) or other similar written agreement between you (“Customer”) and Passrelay, Inc. (the “Agreement”). Capitalized terms used herein but not defined have the meanings stated in the Agreement.

FAILURE TO ADHERE TO THIS ACCEPTABLE USE POLICY COULD RESULT IN YOUR PASSKIT ACCOUNT BEING IRREVOCABLY DELETED WITHOUT NOTICE.

Passrelay may modify this AUP prospectively at any time by posting the revised version on the Passrelay website at: <https://www.passrelay.com/legal/acceptable-use-policy>. Customer's continued use of the Service will be considered acceptance of any such modification. All modifications to this AUP will be effective immediately upon posting, unless otherwise noted by Passrelay.

Customer agrees not to, and will not allow Account Users to, access and use the Service:

- to violate, or encourage the violation of, the legal rights of others or Applicable Law, including without limitation, laws, regulations, policies and directives relating to intellectual property, privacy, security, electronic communications, advertising, terrorism, corruption, child protection and import/export laws;
- to engage in, promote or encourage illegal or fraudulent activity;
- for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- to transmit any material that contains viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- in any way that unreasonably interferes with or adversely affects (a) the Service or infrastructure used for the Service, (b) other Passrelay customers, or (c) third party applications, devices systems or networks that link to or interoperate with the Service;
- to disable, interfere with or circumvent any aspect of the Service;
- to access or use the Service for purposes of load-testing, performance measurement or other similar activities;
- to engage in activities, or upload, process, submit, transmit, display, distribute or store any information, that: (a) may be considered libelous, slanderous, defamatory, threatening, sexually explicit, profane, obscene, pornographic, offensive, abusive, malicious or otherwise harmful to any person or entity, constitutes or promotes “hate speech” or is otherwise discriminatory based on race, sex, creed, religion, nationality, disability, sexual orientation, gender identity, language or age, or (b) is fraudulent, deceptive, inaccurate or misleading;
- to engage in any unsolicited advertising, marketing or other activities prohibited by Applicable Law covering anti-spam, data protection or privacy legislation in any applicable jurisdiction;
- to access illegally, or without authorization, computers, accounts or networks belonging to Passrelay or a third party, or attempt to penetrate security measures (often known as “hacking”), or

to engage in any activity that is used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Customer agrees to, and will ensure Account Users will, follow these requirements when sending Notifications using the Service:

- Use only permission-based lists and send Notifications to end-users only on a lawful basis;
- If legally required based on the type of Notification, include “unsubscribe” or “opt-out” mechanisms in each Notification that allows the recipient to opt out from receiving further Notifications;
- Maintain, publish and comply with a privacy policy that meets all applicable legal requirements, whether or not Customer’s organization controls the sending of the Notifications;
- If legally required based on the type of Notification, include a link to Customer's then-current privacy policy either in the Notification or on the Pass;
- Do not send Notifications that result in an unacceptable number of spam or similar complaints (even if the Notifications themselves are not actually spam);
- Do not use the Service to generate, send, distribute, publish or facilitate spam, junk-messages or unsolicited messages, promotions or advertisings.

Passrelay does not monitor the communications of its customers to ensure that they comply with this AUP, Messaging Compliance Rules or Applicable Law. Passrelay has no responsibility for any information created, uploaded, stored, maintained, transmitted or accessible on or through the Service or infrastructure used for the Service, and is not obligated to monitor or exercise any editorial control over such information. In the event that Passrelay becomes aware that any such information or use of the Service may violate this AUP, Messaging Compliance Rules, Applicable Law and/or expose Passrelay to civil or criminal liability, Passrelay reserves the right to investigate such information or use, block access to such information, and/or suspend or terminate any Service without liability. Passrelay further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of this AUP or Applicable Law, including disclosing the identity of any Customer that Passrelay believes is responsible for such violation. Passrelay also reserves the right to implement technical mechanisms, including, without limitation, null-routing any IP address/subnet that is under a DoS or DDoS attack that is deemed disruptive to the Service, to prevent AUP violations.

Prohibited products and services

You must comply with the Passrelay policies on prohibited products and services. These restrictions apply regardless of whether the prohibited products or services form Your entire inventory or only a part of it. A non-exhaustive list of prohibited products and services includes the following:

Adult products and services. Passrelay does not allow the use of the Passrelay service for pornography and other sexually explicit material. This includes but is not limited to: prostitution, escort or

companionship services, or any product or service which promotes underage, non-consensual, or other illegal sexual themes.

Child endangerment. Passrelay does not allow the use of the Passrelay services for any transactions related to products, services or content that sexualizes minors or appeals to children but contains adult themes. If we become aware of any transactions related to child sexual abuse imagery, Passrelay will report such transactions to the appropriate authorities.

Counterfeit, illegal, or stolen products and services. Passrelay does not allow the use of the Passrelay service for transactions of illegal products or services, products produced in violation of a third party's rights, or counterfeit goods. Counterfeit goods contain a trademark or logo that is identical to or substantially indistinguishable from the trademark or logo of another. They mimic the brand features of the product in an attempt to pass themselves off as a genuine product of the brand owner.

Passrelay does not allow for the illegal sale of products and services using passes (e.g., fake currency, tickets, smuggled goods, and goods in violation of export, import or labeling restrictions). Businesses are solely and completely responsible for verifying that all items sold by the business are authentic and legal in all applicable jurisdictions

Copyrighted material. Passrelay does not allow the use of the Passrelay service to be used for the sale of unauthorized copyrighted material. Examples include: copies of books, music, movies, and other licensed or protected materials, including copies without proper attribution, and unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software.

Businesses are solely and completely responsible for ensuring that they have any and all appropriate licenses or authorizations for the sale of copyrighted material.

Dangerous / violent goods. Passrelay does not allow the use of the Passrelay service for any transactions for the sale or purchase of products that may cause damage, harm, or injury (e.g., guns and other weapons, explosives, ammunition).

Enabling dishonest behavior. Passrelay does not allow the use of the Passrelay service to be used to sell products or services that are fraudulent, deceptive or designed to enable dishonest behavior. A non-exhaustive list of examples include:

- Academic paper-writing and test-taking services;
- Devices or techniques for unlocking technical protection measures;
- Hacking and cracking materials;
- Devices for circumventing traffic rules.

Financial Services. Passrelay does not allow the use of the Passrelay service to be used for the provision of any financial products or services, unless the partner holds a relevant license from or is otherwise supervised by a competent national authority such as a financial sector regulatory agency or central bank.

In addition, Passrelay also prohibit the provision of the following products or services:

- Cryptocurrency-related products and services (including ICO/IEO pre-sales, storage wallets or trading information), with the exception of the purchase or selling of cryptocurrencies with fiat monies through regulated entities;
- Binary options or synonymous complex speculative financial products (e.g., contracts for difference, financial spread betting, rolling spot foreign exchange, and related forms of speculative products);
- Provision of training or signals for the trading of cryptocurrencies or complex speculative financial products, e.g., trading signals, tips, speculative trading information, affiliate sites containing related content or broker reviews;
- Personal loans which require repayment in full in 60 days or less from the date the loan is issued;
- Multi-level marketing or “get-rich-quick” schemes and businesses;
- Transactions where a second payment transaction is conducted in order to complete the first transaction or where there is a substitute merchant of record in a transaction;
- Credit repair services;
- Debt collection agencies.

Gambling. Passrelay does not allow the use of the Passrelay service to be used for gambling in certain limited geographies and for restricted integration types.

Fund Solicitation. Passrelay does not allow the use of the Passrelay service to be used for transactions or solicitation of donations to charities or organizations that are conducting unlawful or illegitimate fundraising activities.

Healthcare. Passrelay does not allow the use of the Passrelay service to be used for the provision of healthcare content and services, unless you hold a relevant license from or are otherwise supervised by a competent national authority, or the content and services are provided through individuals or organizations with such certifications.

In addition, Passrelay also prohibit the provision of the following products or services:

- Illegal or unapproved drugs, substances, pharmaceuticals or supplements;
- Drug paraphernalia;
- Miracle cure products;
- HIV home tests;
- Secret paternity tests;
- Abortion-related products and services;
- Speculative and/or experimental medical treatments, e.g., stem cell therapy, cellular (non-stem) therapy, gene therapy and similar forms of regenerative medicine, platelet rich plasma, biohacking, do-it-yourself (DIY) genetic engineering products, and gene therapy kits.

Hateful Content. Passrelay does not allow the use of the Passrelay service to be used for any transactions of products and services that promote violence, or incite hatred against individuals or groups based on race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity, or any other characteristic that is associated with systemic discrimination or marginalization.

Tobacco. Passrelay does not allow the use of the Passrelay service for the transaction or sale of cigars, cigarettes, e-cigarettes, and other tobacco products. Vaping or e-liquid products for use in smoking devices are also prohibited, regardless of whether they contain nicotine or not.

Terrorist Organizations. Passrelay does not allow the use of the Passrelay service to be used for any transactions or provision of products and services by terrorist organisations, or to include any content related to terrorism, such as content that promotes terrorist acts, incites violence, or celebrates terrorist attacks.

Any complaints about a customer's violation of this AUP should be sent to support@passrelay.com.