Acceptable Use

Updated: May 27, 2021

This Acceptable Use Policy ("AUP") governs your use of the TSWork API Services. Capitalized terms used and not otherwise defined herein shall have the corresponding meaning set forth in the Terms of Use, or other similar written services agreement between you and TSWork.

You agree that you, your End Users and your Affiliates will not, and will not authorize, assist or enable any third party to, engage in any of the following:

1. Violating any applicable law or regulation, whether local or foreign.

2. Violating standards, policies or applicable guidelines published by the Hong Kong Communications Authority, or other generally-recognized industry associations; or other telecommunications or service provider requirements as communicated to you in writing by TSWork.

3. Damaging, interfering with, overburdening, or otherwise adversely impacting the availability, reliability, or stability of the Services or third-party systems or networks relating to the Services.

4. Attempting to circumvent or break any security mechanism on any of the Services, or using the Services in any manner that poses a security or other risk to TSWork, TSWork's vendors, any user of the Services, or any customer of any of the foregoing.

5. Benchmarking, tampering with, unauthorized testing, reverse-engineering, decompiling, or otherwise using the Services in order to discover limitations or vulnerabilities, or evade filtering capabilities.

6. Engaging in fraudulent, deceptive, inaccurate, or misleading activity with respect to third parties (including impersonation of identity or identifiers such as phone numbers or email addresses) or otherwise bypassing legitimate identification systems.

7. Using the Services to harvest or otherwise collect information about individuals, including email addresses or phone numbers, without their explicit consent or under false pretenses.

8. Engaging in spamming, or other unsolicited, unwanted, or harassing advertising, marketing or other activities, including any activities that violate anti-spamming, data protection, or privacy laws and regulations such as the Unsolicited Electronic Messages Ordinance (UEMO) of Hong Kong

9. Offering or purporting to offer any services that allow a user to connect with emergency services personnel or public safety answering points such as 999 services, or local equivalents.

10. Sending a substantial amount of voice traffic, as reasonably determined by TSWork, only to specific regions or number ranges within a country in a manner that would cause TSWork to incur material costs beyond those incurred by TSWork when sending similar quantities of voice traffic equally spread across all regions and number ranges within such country.

11. Using long virtual numbers or voice numbers to receive messages for the purposes of identity verification, bulk messaging, automated messaging, messages using automated dialing, pre-recorded messaging, and the like.

12. Reselling, sublicensing, renting or timesharing the Services or any portion of the Services without TSWork's express, specific prior written consent. Any permitted resale is conditioned upon your obtaining, maintaining, and providing to TSWork upon request, reasonable Know Your Customer information in compliance with applicable law for each of your direct and indirect customers using the Services, and may not be extended to anonymous users. Without limiting the foregoing, you must maintain the following information for each of your users using the Services: name, verified telephone number, verified e-mail address, method of payment, payment information, and IP address.

13. Forwarding from a virtual number to a dead endpoint (i.e., if you forward from a virtual number, you must make a reasonable attempt to receive or answer the message or call, as applicable).

14. Using the Services in any manner that results in charges to TSWork by third parties, such as originating access charges, dip charges, collect calls, or any other number or service where the calling party is billed for the call by the calling party's provider on behalf of the terminating

provider or its customer; or otherwise calling or sending messages to premium number ranges without TSWork's prior written consent in each instance.

15. Artificially inflating traffic (e.g., generating traffic that has been artificially increased to boost the revenue of an entity or network without offering any real benefit to the originator of the call), including inducement of third-party inbound calls or calls to toll-free numbers without a legitimate business purpose.

16. Bundling, aggregating or otherwise combining in any way any messages originating from any other telephone number, or engaging in group messaging; each number shall only be used for messages originating and terminating to such single, unique telephone number.

17. Using the Services in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, or other devices or systems in which malfunction of the Services would result in foreseeable risk of injury or death of the operator of the device or system, or to others.

18. Having a high volume of unanswered phone calls or phone calls (including text-to-speech communications) that are too short in duration (i.e., phone calls generally less than twelve (12) seconds in length).

19. Failing to obtain any legally required consent from those third parties (or, where required, their parents, representatives, or guardians) for the collection, use, and disclosure of the third parties' personal data as described in the Privacy Policy.

20. To the extent that you use the Services to record or monitor calls or other communications, failing to comply with all applicable laws related thereto, including securing any required prior consents.

21. Engaging in activities or, uploading, downloading, submitting, transmitting, distributing or facilitating the distribution of, any information that contains "inappropriate content" in connection with the Services. Inappropriate content includes, but is not limited to, content that:

a. May be considered libellous, slanderous, defamatory, threatening, sexually explicit, vulgar, profane, obscene, 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, language, or age.

b. Contains or transmits viruses, Trojan horses, worms or any other malicious, harmful, or deleterious programs or similar destructive programming routines.

c. Promotes, markets or otherwise relates to illegal activities or terrorism.

d. Infringes on, misappropriates, or violates any intellectual property rights or other rights of third parties, including but not limited to trademark, copyright, patent, trade secrets, rights of publicity, and rights of privacy.

e. Constitutes or relates to "adult services" or content of an adult nature, including, without limitation, content that contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by TSWork in its sole discretion.

f. Comprises or promotes alcohol, firearms, or tobacco content, except where appropriate age-gating functionality has been implemented and such content is otherwise legal in the applicable jurisdiction.

g. Contains sensitive financial or identification information or documents.