

**ROBOCENT, INC.**  
**ACCEPTABLE USE POLICY**

**Last Modified: July 1, 2021**

**Update Log: N/A**

RoboCent, Inc., a Delaware corporation (“**RoboCent**”, “**Company**”, “**we**”, or “**us**”) has adopted the following policy of acceptable uses (“Acceptable Use Policy”), and you agree to abide by, and the following shall apply to and govern your access to and use of www.robocent.com (the “Website”), including any other of RoboCent’s websites, SMS, APIs, email notifications, applications, buttons, widgets, transmission of any voice or text messages to third parties through the RoboCent system, and any other content, functionality, use, and services offered on or through the Website, including but not limited to RoboCalls, Survey/Push-Poll, Transfer Call, RVM (Ringless Voicemail Drop), Ping, and SMS Connect (the foregoing collectively defined herein as the “**RoboCent Services**”), whether as a guest, a registered user, or visitor to our site (the “User,” “you,” or “your”). This Acceptable Use Policy is incorporated into and is a part of the Terms of Service of the Website, and we encourage you to become familiar with the terms and conditions contained herein.

---

**By accessing and using this Website, you agree that you have read and understand this Acceptable Use Policy, and that you accept and consent to abide by all terms and conditions described in this Acceptable Use Policy while using or accessing the Website or any of the RoboCent Services.**

---

**Changes to Acceptable Use Policy**

RoboCent reserves the right to change the terms of this Acceptable Use Policy at any time. RoboCent may change its acceptable use practices because of changes in relevant and applicable legal or regulatory requirements, the business or business practices of RoboCent, or in its attempts to better serve your needs. Notice of such changes to RoboCent’s Acceptable Use Policy will be given in the manner described in RoboCent’s Terms of Service, as posted on the Website, and a revised Acceptable Use Policy will be posted on the Website.

**Responsible Uses**

The following list of provides examples of what is or may be required of you when using the Website or RoboCent Services.

In using the Website or RoboCent Services, you agree to:

- Familiarize yourself with any and all International, Federal, State, local laws, rules, or regulations that governing your dialing, messaging, or use of the RoboCent Services.
- Immediately place any individual requesting DNC, opt-out, or “STOP” status, on your account’s DNC, opt-out, or “STOP” list.

- Provide legal contact information in any outbound campaign within the initial greeting message.
- Clearly state the identity of the business, individual, or other entity initiating the call at the beginning of the prerecorded message, and if the calling party is a business or corporate entity, the entity's official business name must be stated clearly at the beginning of the message.
- Provide your telephone number, either during or after the message.
- Provide your own sound files for all outbound campaigns or provide the script if you have selected and paid to have RoboCent record messages on your behalf pursuant to one of the applicable RoboCent Services.
- Schedule campaigns responsibly.
- Not to send any calls to life-line services, such as hospitals, fire, police, 911, or utility related telephone numbers.
- Not send any sales outbound broadcasts or messages to recipients that have not consented to receiving such a broadcast or message.
- Consult with an attorney before messaging or dialing any data or phone number for which you are unfamiliar, or if legalities of messaging or dialing remain unclear to you.

### **Prohibited Uses**

The following list of provides examples of prohibited uses. The list is provided by way of example only and should not be considered exhaustive.

You may use the Website and the RoboCent Services only for lawful purposes and in accordance with this Acceptable Use Policy and the Terms of Service.

### **You agree not to use the Website or the RoboCent Services:**

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise, or otherwise engage in messaging that is unsuitable for minors.
- To send, knowingly receive, upload, download, use or re-use any material that does not comply with the Content Standards (see Content Standards below) as set out in these Terms of Service.
- To transmit or procure the sending of any unsolicited marketing messages or broadcasts, "junk mail", "chain letter", or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate RoboCent, a RoboCent employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or User screen names associated with any of the foregoing).
- To impersonate or attempt to impersonate Political Social Media, a Political Social Media employee, another user, or any other person or entity.

- Transmit, or direct the transmission of, any advertising, marketing or other messaging if User has not obtained the consent, if and only to the extent consent is required by law, from the recipient.
- To transmit any messaging that is offensive, obscene, libelous, defamatory, fraudulent, abusive, or contains tortious material.
- To transmit messaging that promotes, incites or instructs criminal matters or is otherwise unlawful.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability, including but not limited to attempting to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the RoboCent Services, through password mining or any other means.
- To send messages to any emergency phone or health care facilities' phone lines.
- To send unsolicited messages to those who will incur charges or those whom you do not have permission to contact.
- To use strings of numbers or engage two or more lines of a multi-line business.
- To use any phone numbers which were randomly or sequentially generated from any other third party code, files, script or program in connection with the Services.
- To harvest, or otherwise collect information about others, without their consent.
- To transmit, associate, or publish any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind.
- To transmit messages or broadcasts containing offensive, violent, pornographic, or discriminatory, or otherwise illegal content.
- To transmit any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights or other rights of publicity.
- To transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots or any other harmful/deleterious programs.
- To engage in any other activity that may subject the User or RoboCent to criminal liability or civil penalty/judgment.
- In any manner that violates (a) industry standards; (b) any third-party policies, including all of the applicable guidelines published by the Telephone Consumer Protection Act (FCPA), Federal Communications Commission (FCC), Federal Trade Commission (FTC), Cellular Telecommunications Industry Association (CTIA), the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines (or any similar or analogous industry standards, third-party policies, or requirements in any other jurisdiction); or (c) requirements that Political Social Media may communicate to its Users, including any usage requirements.
- To engage in any unsolicited advertising, marketing, or other activities, including any activities that violate anti-spam laws and regulations, including the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act (or any similar or analogous anti-spam, data protection, or privacy legislation in any other jurisdiction).

**Additionally, you agree not to:**

- Use the Website or RoboCent Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website or the RoboCent Services, including their ability to engage in real time activities through the Website or RoboCent Services.
- Use any robot, spider or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website or RoboCent Services via a denial-of-service attack or a distributed denial-of-service attack.
- Access, tamper with, or use non-public areas of the Website, RoboCent's computer systems, or its delivery processes.
- Probe, scan, or test the vulnerability of any system or network or breach or circumvent the security or authentication measures.
- Access or search or attempt to access or search the services by any means other than those specifically provided by RoboCent.
- Forge any TCP/IP header in any email or posting, or in any way use the RoboCent Services to send altered, deceptive, or false source-identifying information.
- Interfere with or disrupt the access of any User.
- Otherwise attempt to interfere with the proper working of the Website.
- Alter, modify, reconfigure, reverse engineer the Website or RoboCent Services or use the Website or RoboCent Services and any other third party code, files, script or program to automatically send messages or in any manner that violates the terms of this Policy or applicable law.
- Use any features offered in connection with the RoboCent Services (including any proprietary code, files, script, or URL shorteners) outside of the Website and related platforms.

RoboCent in its sole discretion shall determine whether there has been a violation of this Policy. RoboCent and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion and timing, regardless of whether there has been a violation of this Policy. This Policy may be modified at any time, for any reason, and at our sole discretion. A revised version of this Policy will be effective as of the date it is posted. It is your responsibility to routinely check the Website for updates to this Policy. In the event we make a material change to this Policy, we will provide you with notice of such change by posting a notice on our Website, after which your access and use of the Website and RoboCent Services shall be subject to and governed by the updated version of this Policy.

### **Honoring Opt-Out Requests**

You agree to immediately honor any and all requests to opt-out or stop further messaging (e.g., any “STOP” messages), to cease and desist from sending any further message following the receipt of any such opt-out or stop messaging request, and to maintain a cumulative list of such opt-out requests.

Violation of this Policy may result in termination or suspension of all services provided by RoboCent and may also result in civil, criminal, or administrative liability or penalties against the User and those assisting the User.

**Accounts that are in violation of this Policy or the Terms of Service will be removed, banned, and could face legal consequences. We also reserve the right to take additional action. Any failure to enforce this Policy does not amount to a waiver of RoboCent’s rights.**

### **Who Can You Contact For More Information?**

Should you have any questions regarding this Acceptable Use Policy, please notify RoboCent using the following contact information:

In Writing:

RoboCent, Inc.  
c/o Jesse B. Gordon, Esq.  
Pender & Coward, P.C.  
222 Central Park Ave., Ste. 400  
Virginia Beach, Virginia 23462

Email: [info@robocent.com](mailto:info@robocent.com)

**YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND CONSENT TO ABIDE BY THE ACCEPTABLE USE PRACTICES DESCRIBED IN THIS ACCEPTABLE USE POLICY AND AGREE TO BE BOUND BY THE TERMS OF SERVICE REFERENCED HEREIN.**