

# Acceptable Use Policy (AUP) for Circuit

Version 2.0 as of August 2016

## 1. Introduction

At Unify, we want that you, your organization and the Circuit Users your organization subscribed to (hereinafter collectively referred to as “you”) and everyone else who uses Circuit enjoys a productive, disruption-free and safe use of Circuit. This Acceptable Use Policy (AUP) is designed to prevent abuse of Circuit. All use of Circuit is subject to this AUP.

By accepting the Terms of Service (TOS) you have accepted this AUP. If you do not, or no longer, want to accept this AUP, do not continue to use of Circuit. Ceasing to use Circuit does not, however, imply that the Agreement between you and Unify is terminated. If you want to terminate, a separate notice is required, as described in the TOS. Also, in the event of any conflicts between this AUP (in particular its enforcement) and the TOS, the TOS shall control.

You may have your own acceptable use policy or similar framework of rules and regulations governing the use of your IT-systems (“Customer IT Policies”). You are free to subject your Circuit Users to such Customer IT Policies and enforce such Customer IT Policies internally, but we cannot address individual Customer IT Policies within Circuit. You agree and accept that the benchmark for Unify’s provision of Circuit to you shall solely be governed and determined by this AUP.

## 2. Definitions

Capitalized terms used herein have the meaning stated in the TOS, unless they are explicitly defined otherwise.

## 3. Circuit User Content you may see on the Circuit

Circuit is used all over the world and by people from many different backgrounds, cultures and jurisdictions. You understand and acknowledge that when using Circuit or the Circuit Support Forum you may be exposed to Circuit User Content that you may consider being inaccurate, offensive, indecent, or objectionable. Subject to any mandatory statutory liability of ours with respect to Circuit User Content, We are not liable for any damages you allege to incur as a result of such Circuit User Content.

## 4. Liability for Circuit User Content

You are responsible for all Circuit User Content that you upload, publish, display, link to or otherwise make available (“Publish”) on Circuit in connection with your Circuit User account(s). You are also responsible for any interaction you make with other Circuit Users.

Unify takes no responsibility and assumes no liability for any Circuit User Content that you or any other Circuit Users post, or which other third parties send to Circuit. Without limitation to Unify’s general obligation to provide Circuit in a manner that is compliant with Applicable Laws, in particular data protection laws, you understand and agree that any loss or damage of any kind that occurs as a result of the use of any Circuit User Content that you willingly send, upload, download, stream, post, transmit, display, publish or otherwise make available or access through your use of Circuit is solely your responsibility.

You acknowledge that Unify has no control, and is not responsible for, the privacy of any Circuit User Content that you or someone else among your Circuit Users have willingly shared with others. You will always use proper caution when giving out any Personal Data or sensitive information to others.

## 5. Circuit User Content that is not acceptable

You agree not to upload, post, email, store, transmit, or otherwise make available through Circuit any Circuit User Content that

- is obviously unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful or, with reasons, deemed by Unify to be racially, ethically, or otherwise objectionable;
- is unsolicited or unauthorized advertising, promotional materials, so-called junk mail or spam mail, so-called chain-letters or pyramid schemes, affiliate links, or any other form of solicitation, save for your internal purposes;
- contains viruses, worms, Trojan horses, malware, infected or corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- violates third-party rights of any kind, including without limitation any Intellectual Property Rights;
- contains any information or content that you do not have a right to make available under any Applicable Law;
- violates an individual's publicity or privacy rights or
- harms or interferes with any device, software, network or service that is part of Circuit and its underlying infrastructure.

When determining if Circuit User Content is not acceptable, Unify will take into account if the relevant Circuit User Content is available only to you or your fellow Circuit Users from your company or Organization, or if it is made widely available (e.g. through the Circuit Support Forum).

## 6. Uses and practices that are not acceptable

Unify reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. In particular, you agree not to, and agree not to allow or instigate third parties or your Guest Users, to use Circuit

- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- for inbound or outbound telemarketing or call centre operations;
- to collect or harvest any personally identifiable information, including account names, from Circuit and in particular from the Circuit Directory and the Circuit Support Forum, save where you have the explicit permission of the affected Circuit Users;
- with any automated system, including without limitation, "robots," "spiders," "scrapers", "bots", "offline readers," etc., that access Circuit in a manner that sends more requests, pings or other messages to the systems providing Circuit than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
- to interfere with the use of Circuit by other Circuit Users, or the equipment used to provide Circuit. In particular, you agree not to, and to not allow or instigate third parties or your Guest Users, attempt in any way to make an effort to temporarily or indefinitely interrupt or suspend the services of a machine or network resource providing Circuit and render it unavailable e.g. any DoS (Denial of Service)-type or DDoS (Distributed Denial of Service)-type attack;
- to alter, disable, interfere with or circumvent any security or access control aspect of Circuit;
- to test or reverse-engineer Circuit in order to find limitations, vulnerabilities or evade filtering capabilities, save where explicitly permitted by Applicable Law.
- You may not resell Circuit User accounts.
- You may not share Circuit User accounts between users from different organizations by mechanisms other than those designated for that within Circuit, e.g. the function that is used to invite and handle Guest Users.
- To the extent Circuit allows you to make outbound calls through other channels than your own telephone system, you may not call numbers (whether singly, sequentially or automatically) to generate income for yourself or others as a result of placing the call, other than for your individual business communications.
- You may not use unusual calling patterns inconsistent with normal, individual subscription use, for example, regular calls of short duration or calls to multiple numbers in a short period of time.

Unify reserves the right to take similar practices into account in order to determine if a particular behaviour is not an acceptable use of Circuit.

**7. Subpoenas, warrants, and/or orders**

Unify will comply with and respond to valid (as Unify will determine in its sole discretion) subpoenas, warrants, and/or orders issued by a court or an authority received in relation to Circuit User Content. If permitted by Applicable Law, Unify will first forward such subpoenas, warrants, and/or orders to you so that you may respond.

**8. However, Unify reserves the right to respond to any such subpoena, warrant and/or order without informing you if Unify is not permitted to do so by such subpoena, warrant, and/or order, and/or if by not responding at once Unify might breach Applicable Laws. Reporting Violations of the Acceptable Use Policy**

With the exception of the Circuit Support Forum, Unify will not generally monitor Circuit User Content.

Reports of alleged violations of the AUP should be sent to the Unify User's Help Desk. Reports should include as much information as possible, in particular your name and contact information, and the IP address or Circuit Conversation or website allegedly in violation, and a description of the alleged violation. Unless otherwise required by Applicable Laws, we assume no general duty to respond to alleged violations. We will review all verified reports and will take such actions as it deems appropriate in our sole discretion.

To the extent applicable to Circuit Users under US Applicable Laws:

If you believe that Unify or any of its affiliates or any Circuit User (including the Circuit Users of other Customers) violated a copyright, please notify us following the procedure below. This procedure is intended to comply with the U.S. Digital Millennium Copyright Act ("DMCA"), and help us to locate and investigate any potential copyright infringement.

Copyright Infringement Claim notice should be sent to the following, by email OR by mail:

Copyright Agent: [stephen.thompson@unify.com](mailto:stephen.thompson@unify.com) or

Copyright Agent:

Unify Inc.  
C/O Stephen Thompson  
11921 Freedom Drive  
Suite 550  
Reston, VA 20190

The Copyright Infringement Claim notice should include the following information. This is required by the DMCA and also will help us to investigate your copyright infringement claim:

- Identify the copyrighted work(s) you claim is infringed.
- Identify the material you claim is infringing the copyright(s), and provide enough information for us to reasonably locate that material.
- Include a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant").
- Include the Claimant's name, address, email address, and telephone number(s).
- Include a statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent.
- Include a statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.

Procedure upon receipt of Notice of Infringement:

When we receive an Infringement Notice with all the required information and are able to locate the allegedly infringing material, we will remove or disable access to the subject material. We also will take reasonable steps to promptly notify the Circuit account-holder or other person who posted or submitted the material that we removed or disabled access to the material.

### Counter Notification Procedure:

We will inform the Circuit account-holder or other poster/submitter of the material that they may send us a Counter Notification if they believe the claim of infringement is not correct. A Counter Notification must be sent to the Designated Agent at the address/email identified above. A Counter Notification must contain the following information:

- A physical or electronic signature of the Circuit account-holder or other poster/submitter of the material;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the Circuit account-holder or other poster/submitter of the material has a good faith belief that the material was removed or disabled due to mistake or misidentification of the material removed or disabled;
- The name, address, email address and telephone number of the Circuit account-holder or other poster/submitter of the material ;
- A statement that the Circuit account-holder or other poster/submitter of the material consents to the jurisdiction of the Federal District Court for the judicial district in which the account-holder's or poster/submitter's address is located, or if the account-holder or poster/submitter is outside of the United States, for any judicial district in which Circuit may be found, and that the account-holder or poster/submitter will accept service of process from the person who provided notification or an agent of such person.

### Procedure upon receipt of Counter Notification.

When we receive a Counter Notification containing all the above information,

- We will promptly provide the Complainant with a copy of the Counter Notification;
- We will inform the Claimant that we will replace the removed material or restore access to it within ten (10) to fourteen (14) business days after receipt of the Counter Notification, and will do so, unless our Designated Copyright Agent has received notice from the Complainant stating that a lawsuit has been filed against the Circuit account-holder or poster/submitter, and the lawsuit seeks a court order to restrain the Circuit account-holder or poster/submitter from infringing the copyright in the material.

## **9. How Unify resolves violations of the AUP**

It is the goal of Unify to mitigate any interruptions of your use of Circuit while at the same time Unify wants to swiftly resolve potential violations of this AUP. Unify staff is dedicated to working with you in resolving potential violations, and are available via phone, ticket, forum, or email, as determined by the applicable Circuit Support Plan.

Unify reserves the right to block or remove any Circuit User Content if so required by Applicable Law, e.g. when Unify receives a take-down order from a court. Unify shall also follow any blocking or removal requirements issued by you through the Customer Contact. If a request for blocking or removal comes from a third party, Unify will, where legally feasible, first consult with you through the Customer Contact. You accept and acknowledge that in some countries, Applicable Law may require Unify to access your account, and inspect and possibly remove the Circuit User Content stored therein without first consulting with you.

The following description is provided for informational purposes only and should be seen as a framework of processes with respect to resolving potential violations. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors.

- Following receipt of a violation of the AUP, a ticket and message will be generated to provide the Customer Contact with information regarding the potential violation of the AUP. Usually, Unify will request further information or, in obvious cases, notify you of the potential violation and the required actions to resolve the issue.

- Once a violation of the AUP was established, information specific to the violation will be added to the ticket. This will also include any additional facts about the situation and will be resent to the Customer Contact. Thereby, you will be notified of the action required to resolve the violation.
- In the event you disregard the notice, or fail to properly address it within the period granted by Unify to remedy the violation, or if the violation continues, Unify will disable the affected Circuit User account(s) and/or the related Conversations. Access to the dedicated services may then be achieved only through a secure private service network connection and for your individual resolution. As soon as the violation is addressed, access shall be restored and service will continue as normal.
- If you fail to address the violation AND also fail to resolve the violation, Unify may suspend all access to Circuit. This is a last resort and only results if you fail to participate in the resolution process. If, thereafter, the issue is not resolved by you without undue delay, Unify may permanently suspend Circuit for the remainder of the term of the Agreement, without liability and without any reduction of fees. All outstanding fees shall become due immediately; Unify shall have the right to reclaim all resources dedicated to your use of Circuit and may destroy your User Data.

## 10. Consequences of violations

Unify may, at its option and without liability, permanently or temporarily suspend a Circuit User account or otherwise refuse to permit access to Circuit, if Unify determines that the Circuit User account is used contrary to this AUP or the TOS. Unify will provide you, your organization's Customer Contact and the Circuit Tenancy Administrator with notice of improper usage before suspension or termination of the relevant Circuit User account, unless due to the nature of the usage it is essential to act as quickly as possible to prevent damage. In particular but without limitation, Unify may do so if it becomes aware of any of the following prohibited actions:

- an attempt to interfere with, or compromise the integrity or security of, or attempt to decipher any transmissions to or from, the servers and other underlying infrastructure running or providing Circuit;
- any action that imposes, or, as determined by us at our sole discretion, may impose, an unreasonable or disproportionately large load on the servers and other underlying infrastructure running or providing Circuit;
- an attempt to interfere with the proper working of Circuit or to bypass the security measures Unify may use to prevent or restrict access to Circuit, including, but not limited to, registering with an invalid email address.

## 11. Changes to this AUP

You are encouraged to periodically review this AUP. Unify may occasionally update this AUP to reflect customer feedback, changes in Circuit, and updates to Applicable Laws. Prior to making such changes effective, Unify will notify you and your organization in advance through the Customer Contact and the Circuit Tenancy Administrator by posting a notice on the Circuit login page. Unify will provide a link under which you can review the updated statement. Depending on your or your organization's settings, Unify may instead, or in addition, send a notification email, and/or post a message inside Circuit. These notification(s) will be made independent of, and do not intend to limit, any notification procedure agreed with your organization in the Agreement.