

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") defines acceptable practices relating to Your use of FaxBurner and all related Web pages, portals and interfaces (collectively, the "Site") and the products We offer on or through the Site. The Site must be used in a manner that is consistent with the intended purpose of the Site and the Terms of Service with Networx Online. By using the Site, You consent to be bound by the terms of this AUP.

THIS POLICY IS SUBJECT TO CHANGE FROM TIME TO TIME IN NETWORKX ONLINE'S SOLE DISCRETION WITH SUCH CHANGES BEING EFFECTIVE UPON POSTING AT FAXBURNER.COM. PLEASE REVIEW THIS POLICY CAREFULLY.

Intended Purpose:

The purpose of the Site is to enable You to receive faxes to your email or iPhone and to send faxes to recipients whom You are legally permitted to fax, all without the need for a fax machine or dedicated fax line.

Prohibited Conduct:

Using the Site to send illegal, unwanted, excessive, or abusive facsimiles is prohibited. We retain the right, at our sole discretion, to determine whether Your conduct is consistent with the letter and spirit of this Agreement. Specifically prohibited activities are listed below, and there may be other activities not listed here that violate the Agreement and are therefore prohibited.

1. Illegal activity including but not limited to any crime involving theft, fraud, violation of telemarketing laws, or the use of any untrue, deceptive, misleading, or unconscionable representation, act, or practice.
2. Any activity that is non-compliant with applicable telemarketing laws, including, without limitation, the Telephone Consumer Protection Act, the Junk Fax Prevention Act, the Telemarketing Sales Rule, the Truth in Caller ID Act, the Canadian Radio-television and Telecommunications Unsolicited Telecommunications Rules, and any other applicable laws or regulations.
3. Sending any telemarketing fax to a consumer telephone number that is listed on the National and/or applicable state Do Not Call registries in cases where that phone call is not otherwise permitted by law.
4. Sending any facsimile to a consumer telephone number after that consumer requested not to be contacted or sent any faxes by you.
5. Sending an unsolicited advertisement to a consumer or business without prior written consent of the consumer or business unless you have an established business relationship and obtained the fax number from the consumer or business.
6. Faxing an unsolicited advertisement without including a notice that informs the recipient of the ability and means to avoid future unsolicited advertisements.
7. Use of any feature of the Site to generate repetitive and/or continuous faxes to the same customer or prospective customer if such conduct could be reasonably expected to provoke complaints. Such conduct is deemed abusive.

8. Use of any feature of the Site to generate high volume facsimiles to large numbers of customers or prospective customers if such conduct could be reasonably expected to provoke complaints. Such conduct is deemed excessive.
9. Illegal Caller ID spoofing is prohibited. Examples include, but are not limited to, sending facsimiles to US consumers while fraudulently posing as a government agency, large corporation, or any other entity, with the intent to defraud a US consumer.
10. Reserved.
11. Any other activity that might subject either You or Us to criminal liability, money judgments, fines, or other penalties is prohibited.
12. Any unauthorized use of the Site, or the resale of the System, is expressly prohibited. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under Your account or password, including the content of Your transmissions through the Site or System. By way of example, and not as a limitation, You agree not to:
 - a. Engage in abusive, excessive, or unreasonable usage of the Site, which is usage significantly in excess of average usage patterns that adversely affects the Site.
 - b. Use the System in connection with chain letters, junk email, pyramid schemes, illegal or unethical testimonials, cross soliciting, money games, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
 - c. Harvest or otherwise collect information about others, including without limitation phone numbers and/or email addresses, without their consent;
 - d. Create a false identity or forged email, or otherwise attempt to mislead others as to the identity or source of the user or the origin of the message/call;
 - e. Transmit through the System unlawful, deceptive, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;
 - f. Transmit any material that may infringe upon the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;
 - g. Libel, defame or slander any person, or infringe upon any person's privacy rights;
 - h. Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs;
 - i. Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the System;
 - j. Interfere with or disrupt networks connected to the System or violate the regulations, policies or procedures of such networks;
 - k. Attempt to gain unauthorized access to the System, other accounts, computer systems or networks connected to the System, through password mining or any other means;
 - l. Interfere with another's use and enjoyment of the System or another entity's use and enjoyment of similar services;
 - m. Use the System to receive, send, or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended. Networx Online is not a HIPAA-covered entity or business associate and does not sign Business Associate Agreements; or
 - n. Use the System to transmit, store, or process data subject to heightened regulatory requirements, including but not limited to data governed by the Gramm-Leach-Bliley Act, the

Family Educational Rights and Privacy Act, or comparable federal, state, or international data protection laws. You are solely responsible for determining whether Your use of the System complies with any applicable regulatory requirements; or

- o. Resell, license, sublicense, transfer or otherwise repurpose Your user account or the Services in any way without express, written permission from Networx Online. You alone may use your account.

Record Keeping:

You are required to maintain all records as required by law, including but not limited to record-keeping requirements for telemarketing as set forth by the FTC and the FCC. Networx Online is not responsible for maintaining Your marketing or facsimile records.

Rights of FaxBurner:

1. We may deny, suspend, or terminate Your registration and/or access to the Site if We determine Your use of the Site fails to comply with this AUP.
2. We may measure and monitor Your use of the Site and its features to determine whether Your use of the Site fails to comply with this AUP.
3. We may inspect the content You create to determine whether Your use of the Site fails to comply with this AUP. We may also use 3rd-party sources to analyze the content You create for compliance purposes. We reserve the right to limit Your ability to send any material We determine is in violation of this AUP and/or that creates in Our opinion exposure to Us to civil and/or criminal liability.
4. We may notify You and request Your support to investigate any determination by Us that Your use of the Site is potentially not compliant with this AUP. We may request information about but not limited to Your compliance policies, practices and procedures; consent policies, practices and procedures, and records of compliance; as well as information about any previous, active or pending complaints, allegations, investigations, lawsuits or regulatory enforcement actions against You. We may also use 3rd-party sources to supplement or validate the information You have provided to Us.
5. We may notify You that You have violated our AUP. In this event, We may deny, suspend, or terminate Your service in Our sole discretion. If asked, You agree to promptly investigate any complaints or potential violations, to provide us with any information regarding said complaints or potential violation, and to promptly remedy any violations.
6. We reserve the right to report any potential violations of the law to legal authorities and to work with legal authorities to investigate the same.

This policy is effective April 20, 2026.