



MS Teams Services - Acceptable Use Policy for ("AUP")

To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our Services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Evolve Cellular's network or systems. Where and when applicable, Evolve Cellular reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend Service(s) if a user engages in any of the prohibited voice or data uses detailed below or if Evolve Cellular, in its sole discretion, determines action is necessary to protect its networks from harm or degradation.

Voice Services Use and Prohibited Use: Evolve Cellular voice Services are provided solely for live dialogue between, and initiated by, individuals for personal or business use and as otherwise described in this policy.

Evolve Cellular voice Services may **not** be used for any other purposes, including, but not limited to:

- (i) monitoring services;
- (ii) transmission of broadcasts;
- (iii) transmission of recorded material;
- (iv) telemarketing;
- (v) autodialed calls;
- (vi) Exploiting or harming minors;
- (vii) other commercial uses; or
- (viii) other connections that do not consist of uninterrupted live dialogue between individuals.

Texting Services Use and Prohibited Use: Evolve Cellular texting Services are provided solely for live dialogue between, and initiated by, individuals for personal or business use and as otherwise described in this policy.

Evolve Cellular texting Services may **not** be used for any other purposes, including, but not limited to:

- a. to create a false or misleading profile, or misrepresent your affiliation with Evolve Cellular or any third party;
- b. to impersonate any person or entity;
- c. to violate the privacy rights of or abuse, harm, "stalk" or otherwise harass another;
- d. collect or store personal data about other users without permission;
- e. to contact people whom you do not know;
- f. to conceal the origin of any communication transmitted by you or on your behalf; or
- g. use our Services for any purpose that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters, any other form of unauthorized solicitation, for any pornographic, sexually explicit, sex trafficking, or prostitution purposes, or for any lottery or gambling purposes.

Prohibition on High-Risk Use. You understand that the Services are not designed or intended for use during high-risk activities which include, but are not limited to use in hazardous environments requiring fail-safe controls, weapons systems, aircraft navigation, control, or communications systems, life



support systems and/or any activity where failure, interruption, malfunction, error, or unavailability could result in physical harm, injury, death or dismemberment, or property or environmental damage.

Reporting Violations: Evolve Cellular requests that any person who becomes aware of a violation of our AUP please report the information to Evolve Cellular at abuse@EvolveCellular.com. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. Evolve Cellular may take any appropriate action as it reasonably deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: (i) issue a warning; (ii) suspend the Subscriber's newsgroup posting privileges; (iii) suspend the Subscriber's account; (iv) terminate the Subscriber's account; (v) bill the Subscriber for administrative costs and/or reactivation charges; (vi) bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or (vii) take no action.

Notice and Procedure for Making Claims of Copyright Infringement:

NOTE: THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR NOTIFYING THE SERVICE PROVIDERS IDENTIFIED BELOW THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. NO OTHER INQUIRIES WILL RECEIVE A RESPONSE THROUGH THIS PROCESS.

To be effective, written notification must be submitted to the following Designated Agent:

Service Provider(s):

Evolve Cellular Inc.
www.EvolveCellular.com

Designated Agent:

Lowell Feldman
Email: legal@evolvecellular.com
Phone: 512-777-7700

Send notification to:

PO Box 1124
Attn: Legal
Rockdale, Texas 76567

The written notification must also include each of the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;



4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Last updated: 10/1/2023