

# GROOVL ACCEPTABLE USE POLICY

*Effective Date: February 1, 2017*

This document describes actions that GROOVL (Groovl LLC) prohibits when You use its website and/or services (the "Services"). The terms "you," "your," and "yours" refer to the customer. This Policy is governed by our Terms of Service. Our Terms of Service take precedence over any conflicting Policy provision.

By using GROOVL services and the GROOVL.com website, you consent to the terms and conditions of this Policy. If you do not agree to this Policy please do not use the website and/or services.

GROOVL may in its sole discretion determine whether You are in violation of this Policy. The Services may be used only for lawful purposes and may not be used for any illegal activities.

Using the Services in an illegal, abusive or any other manner that interferes with or diminishes others' use and enjoyment of the Services is prohibited.

The following list gives examples of illegal, abusive, interfering or otherwise unacceptable or inappropriate behavior while using the Services. This list is provided by way of example and shall not be considered exhaustive.

- Using the Services in any manner that may subject GROOVL or any third party to liability, damages or danger.
- Using the Services in any manner that violates any applicable third party policies or requirements that GROOVL has communicated to the customer.
- Using the Services in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, or any other industry standards.
- Using Your connection or account to engage in illegal or fraudulent activity with respect to third parties or otherwise using Your account to bypass phone identification systems.
- Using GROOVL in a manner that is not designed to enhance or augment the person-to-person nature of SMS communications.
- Using the Services to harvest any personal or health information, encrypted data, email addresses, IMEI codes or phone numbers.
- Violating or facilitating the violation of any USA or foreign law.
- Interfering with or disrupting networks connected to the Services or violating the regulations, policies or procedures of such networks.
- Using the Services, or a component of the Services, in a manner not authorized by GROOVL.

Violation of this Policy may result in the immediate suspension or termination of Your connection and account, civil and/or criminal liability, and GROOVL may, in addition to any remedy that it may have at law or in equity, terminate permission for You to use the Services. In such event, You are still liable for any and all outstanding charges accumulated through Your use of the Services, including uses in violation of this Policy or the laws of any jurisdiction. GROOVL may apply all charges to your account or deduct these from the security deposit. In addition, GROOVL may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to GROOVL stating that they have been harmed by Your failure to abide by this Policy. GROOVL's failure to enforce this policy in each and every instance in which it might have application does not amount to a waiver of GROOVL's rights hereunder.

We reserve the right to change this Policy from time to time without notice by posting changes to GROOVL's website. When we do, we will also revise the last update date of the Policy.