

**SOMNOWARE**

# SOMNOWARE CLOUD SYSTEMS ACCEPTABLE USE POLICY

### Version Control History

Version	Date	Author/Modifier (s)	Comments/Reasons for modification
1.0	08.10.2018	Security Officer	Created document
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## Table of Contents

ACCEPTABLE USE OF SERVICES.....	4
CHANGES TO AUP .....	4
AUP APPLIES TO ALL USERS .....	4
HIPAA COMPLIANCE.....	5
EMAIL AND SPAM.....	5
SECURITY .....	5
ABUSE AND ILLEGAL BEHAVIOR .....	6
LAW ENFORCEMENT .....	6
SUSPENSION OR TERMINATION.....	7
REPORTING BREACHES .....	7

## Acceptable Use of Services

1.1 This Acceptable Use Policy (“AUP”) describes how you must use and what you cannot do with the cloud computing services we from Somnoware Healthcare Systems provide to you (“Services”). The Services are based on a Somnoware Managed Cloud Platform (“MCP”). Somnoware services are available to users in a SAAS (Software as a Service) model.

1.2 You are solely responsible for: (i) the content, materials and data that you create outside the Somnoware Cloud and upload to and process on it; (ii) the content, materials and data that you create through your use of the Services; and (iii) applications and other software that you install on the cloud (together “Client Content”).

1.3 This AUP applies to all uses of Somnoware cloud and Services including use resulting from or involving Client Content.

1.4 You will comply with all applicable laws and regulations when using the Services and will not allow any illegal or improper use of the Services.

## Changes to AUP

2.1 We may change this AUP from time to time by posting the updated version of this AUP and providing notice to you. If you do not agree with the change you must stop using the Services. If you continue to use the Services following a change to this AUP you will be deemed to have accepted the change.

## AUP applies to all Users

3.1 This AUP applies to the use of the Services by all your users, your customers, third party service providers and other end-users (“Users”). You are responsible for the acts and omissions of all Users.

## HIPAA Compliance

4.1 The Somnoware Cloud is designed to enforce many of the required security and privacy controls mandated by the Health Insurance Portability and Accountability Act (HIPAA). You will not attempt to use the Somnoware cloud or any of its services, in any manner that could weaken or degrade the ability of any organization to comply with HIPAA.

4.2 You may not attempt to circumvent any controls or features which are intended to enforce compliance with HIPAA.

## Email and Spam

5.1 You may not use the Services to distribute email, instant messages, text messages or other communications in an unacceptable or illegal manner. For example, you may not:

- (a) create or send hoax emails or chain emails;
- (b) send unsolicited commercial email or bulk email (“spam” or “spamming”);
- (c) harvest email addresses;
- (d) use open proxies or relays to allow spamming; or
- (e) impersonate someone else (“spoofing”) or falsify message header information.

5.2 All commercial email promoting goods or services you send using the Services must comply with all applicable laws, rules, regulations, industry codes and similar guidelines.

## Security

6.1 You may not use the Services or allow the Services to be used to:

- (a) gain unauthorized access to computer systems or engage in security attacks of any kind including:

(i) against trust (such as email spoofing, password cracking, IP spoofing and DNS poisoning);

(ii) against confidentiality and integrity (by using malware such as computer viruses, worms, trojan horses, rootkits, keyloggers, spyware or and other malicious programs and code); or

(iii) against availability (such as denial of service and email bombs)

(b) corrupt, modify or intercept electronic communications intended for any other person or entity; or

(c) interfere with or disrupt the operation of Somnoware cloud or the Services.

6.2 You may not avoid any limitations we place on your use of the Services.

## **Abuse and Illegal Behavior**

7.1 You may not use the Somnoware cloud or its Services to:

(a) conduct or engage in any illegal business or activity;

(b) infringe any third party intellectual property right (for example copyright, patents, trademark, trade secret or know-how);

(c) collect, copy or process information in a way that breaches data protection laws or leads to a wrongful breach of privacy; or

(d) create, distribute, process or view any: (i) defamatory; (ii) obscene, indecent or pornographic; (iii) racist, sexist or otherwise discriminatory; (iv) misleading, deceptive or fraudulent; or (v) otherwise objectionable, offensive or illegal material.

## **Law Enforcement**

8.1 We reserve the right at any time and without notice to investigate any suspected breach of this AUP or misuse of our Services.



8.2 We may block access to Client Content or remove it from the Services if we have reasonable grounds to suspect that it breaches this AUP.

8.3 We may be required to cooperate with courts and judicial bodies, police and law enforcement authorities, regulators and other appropriate third parties to help with the investigation and prosecution of illegal conduct. This cooperation may include disclosing information and data about MCPs and the Services to them and providing them with information about your use of the Services and Client Content when we are legally required to do so.

## Suspension or Termination

9.1 If you breach this AUP or misuse the Services or allow others to do so, we may suspend or terminate your use of the Services.

9.2 If we decide that the breach can be remedied without suspending your access to the Services, we will request you to remedy the breach within the time period that we specify. If the breach is not remedied within that time period, we reserve the right to suspend your access to the Service.

9.3 If we suspend your access to the Service we may terminate your access to the Service if you do not correct the reason for suspension within seven days of the suspension.

## Reporting Breaches

10.1 You will immediately notify us if you become aware of any breach of this AUP and assist us to investigate or remedy the breach via Somnoware help center email [helpcenter@somnoware.com](mailto:helpcenter@somnoware.com) or phone number **(888) 998 0098**