

## **ACCEPTABLE USE POLICY (AUP)**

### **MX12 LLC**

**Effective Date:** May 19, 2026

**Company:** MX12 LLC, Delaware Limited Liability Company

**Website:** mirrax12.world

**Governing Law:** State of Delaware, USA (Delaware Code Title 6)

**Compliance:** CAN-SPAM Act, TCPA, GDPR, CASL, Google Generative AI Prohibited Use Policy

**IMPORTANT.** By using MX12 LLC services — including managed support, email, Live chat, VoIP/SIP, AI widget, social media, and any other channels — the Client, its employees, subcontractors, and end users agree to comply with this Policy in full. Violation constitutes grounds for immediate termination of services without refund.

### **1. PURPOSE AND SCOPE**

**1.1 Purpose.** This Policy establishes rules for the use of MX12 LLC communication and AI services for the purpose of protecting the reputation of MX12, its clients and end users, and ensuring compliance with applicable law and platform policies, including the Google Generative AI Prohibited Use Policy.

**1.2 Scope.** This Policy applies to: MX12 clients; MX12 employees and contractors acting on Client instructions; Client subcontractors and agents using MX12 infrastructure; end users interacting with the AI widget or support team on behalf of the Client. The Client is responsible for compliance with this Policy by all such persons.

**1.3 Channels.** Email; Live chat (Zendesk, Intercom, Freshdesk, Gorgias); VoIP/SIP; AI widget (Google Gemini); social media; CRM (HubSpot and others); messengers (WhatsApp Business, Telegram API).

**1.4 Document Priority.** This Policy is an integral part of the MSA. In the event of conflict between this Policy and the MSA on matters of acceptable use, spam, and AI — this Policy takes precedence. On all other matters, the MSA applies.

## **2. REGULATORY COMPLIANCE**

**2.1 CAN-SPAM Act (USA).** Prohibits sending commercial messages to recipients who have opted out. Requires a real sender address, an opt-out mechanism, and fulfillment of opt-out requests within ten (10) business days (15 U.S.C. § 7701 et seq.).

**2.2 TCPA.** Prohibits auto-dialing, pre-recorded messages, and SMS sending without the recipient's express written consent (47 U.S.C. § 227). Consent requirements may vary by use case — the Client is responsible for determining and complying with the applicable standard.

**2.3 GDPR.** Applies when communicating with persons in the EU. Requires a lawful basis for processing personal data.

**2.4 CASL.** Applies when communicating with recipients in Canada. Requires express or implied consent and an opt-out mechanism.

**2.5 Google Generative AI Prohibited Use Policy.** When using the AI widget, the Client must comply with Google's restrictions for generative AI, the current version of which is published at [policies.google.com](https://policies.google.com). Google's policy may change independently of MX12 — the Client is responsible for independently monitoring such changes. A violation of Google's policy simultaneously constitutes a violation of this Policy.

**2.6 WhatsApp Business Messaging Policy.** When using WhatsApp through MX12 infrastructure, the Client must comply with Meta's WhatsApp Business Messaging Policy, including requirements for message templates, opt-in consent, and prohibited content categories. Violations of WhatsApp Business Policy that result in restrictions on MX12's business account constitute grounds for immediate suspension of the WhatsApp channel without refund.

**2.7 Telegram API Terms.** When using Telegram through MX12 infrastructure, the Client must comply with Telegram's API Terms of Service, including prohibitions on spam, automated mass messaging without consent, and use of bots for prohibited purposes.

**2.8 Other Applicable Law.** The Client is responsible for compliance with data protection and communications law in all jurisdictions of its end users.

## **3. CONSENT STANDARDS**

**3.1 Definition of Express Consent.** Express consent is a documented, voluntary, specific, informed, and unambiguous action by an individual — completing a form, checking an unchecked-by-default box, signing a document, or other active confirmation. Passive inaction, pre-checked boxes, and default consent do not constitute express consent.

**3.2 Consent Evidence Retention.** The Client retains documentation of each end user's consent — including consent to data processing through AI — for no less than three (3) years and provides it to MX12 upon request within five (5) business days.

**3.3 Audit Right.** Upon receipt of a spam complaint, AI policy violation, or regulatory request, MX12 may require the Client to provide evidence of end user consent within five (5) business days. Failure to provide evidence is an independent violation of this Policy and grounds for service suspension.

**3.4 Volume Limits.** Mass mailings exceeding 10,000 messages per day through MX12 infrastructure require prior written approval from the Company. Unapproved mailings exceeding the limit may be suspended without prior notice to protect MX12's IP reputation.

## **4. PROHIBITED USE**

**4.1 Absolute Prohibitions — Email:** sending unsolicited commercial messages without express consent; use of forged headers, addresses, or subject lines; mass mailings without a valid database and opt-out mechanism; circumventing spam filters; use of purchased or rented lists without confirmed recipient consent.

**4.2 Absolute Prohibitions — Live Chat and Messengers:** sending unsolicited messages; use of bots without disclosure of their nature; harassment, threats, or abusive communication with operators or users.

**4.3 Absolute Prohibitions — VoIP/Telephony:** auto-dialing and robocalling without express written consent; pre-recorded marketing messages without consent; CallerID spoofing in violation of the Truth in Caller ID Act (47 U.S.C. § 227(e)); calls in violation of the Do Not Call registry; telephone harassment or threats.

**4.4 Absolute Prohibitions — Social Media:** DM spam; creation of fake accounts; automated mass actions; misleading or fraudulent content.

**4.5 Additional Prohibitions — All Channels:** distribution of malware, phishing links, or fraudulent content; collection of personal data without consent (scraping); infringement of intellectual property rights; unlawful activity of any kind; actions damaging to MX12's reputation; instructions whose execution would cause MX12 to violate law or platform policies; communications with persons or entities subject to OFAC sanctions or other applicable sanctions regimes where required by law or reasonably necessary for sanctions compliance.

**4.6 Prohibitions on AI Widget Use:** generating content that violates the Google Generative AI Prohibited Use Policy — violence, discrimination, unlawful activity; presenting AI responses as expert medical, legal, or financial advice; creating deepfakes or synthetic media that mislead users; misleading end users into believing they are communicating with a human in a fully automated mode without disclosure; circumventing AI safety filters; using the AI widget to generate spam or phishing; processing special categories of personal data (medical, biometric, political views) without an appropriate legal basis; using the AI widget in high-risk areas (medicine, law, lending) without MX12's written consent.

The Client acknowledges that a violation of the Google Generative AI Prohibited Use Policy through MX12 infrastructure may result in restriction of access to Google AI services, which constitutes an independent ground for termination of Services without refund.

**4.7 Prohibited Restricted and High-Risk Industries.** Use of MX12 Services is prohibited for the following activities, which create disproportionate legal, reputational, or platform compliance risks:

— gambling, casinos, and sports betting (where not permitted by applicable federal or state law); — sale and promotion of pharmaceutical products, dietary supplements (nutra), and medical services without a valid US license or equivalent license in the applicable jurisdiction; — cryptocurrency projects, ICOs, trading signals, and other high-risk financial instruments (where not permitted by applicable law or where targeting retail consumers without required disclosures); — adult content and dating services (including OnlyFans-type platforms) without age verification and applicable content moderation; — political campaigning, lobbying, and electoral advertising without required regulatory disclosures; — unlicensed debt collection activities; — multi-level marketing (MLM) schemes that do not comply with FTC guidelines.

Violation of this Section constitutes a Material Breach and entails immediate account suspension without refund of balance. The Client confirms that it has reviewed this list prior to accepting the Agreement and that its activities do not fall within the listed categories. In ambiguous cases, the Client is obligated to obtain prior written confirmation from MX12 before commencing use of Services.

## **5. COMMUNICATION REQUIREMENTS**

**5.1 Email.** All email campaigns must: have documented consent; contain a real sender name and address; include a functioning opt-out mechanism; fulfill opt-out requests no later than ten (10) business days; not mislead regarding content or sender.

**5.2 Telephony.** All outbound calls must: be made with express consent where required by TCPA; comply with time restrictions — between 8:00 AM and 9:00 PM in the recipient's local time; comply with the Do Not Call registry; not use CallerID spoofing.

**5.3 Chat and AI Widget.** The Client acknowledges the following architecture:

End user message → MX12 AI widget (Google Gemini processing) → response to user. Upon switchover request: AI widget → ticket → live MX12 operator → user.

The Client must: disclose the use of AI prior to the start of interaction — in accordance with GDPR Art. 13–14; inform users about data processing through Google Gemini and obtain necessary consent; ensure availability of switchover to a live operator upon request; not configure the AI widget to deny its AI nature when directly asked by the user; maintain professional communication standards when transferring a dialogue from AI to an operator.

**5.3.1 Responsibility for Instructions (Prompts).** The Client bears full and sole responsibility for the content of system instructions (System Prompts) transmitted to the AI system. MX12 does not moderate the Client's prompts at the time of their creation. If the Client's prompt causes the AI to generate content that violates Google's policy, liability (including fines and blocks) falls on the Client. Any financial obligations, discounts, or promises made by the AI widget to an end user as a result of the Client's specific prompt

configurations are deemed the Client's obligations. MX12 does not compensate for losses arising from incorrect AI operation resulting from Client prompts. Prompts are solely the responsibility of the Client as between Client and MX12, provided that MX12 has not been grossly negligent in its platform configuration.

**5.4 Account Compromise.** Upon discovery of unauthorized access to the account, the Client must immediately notify MX12 and change credentials. All actions performed using the Client's credentials prior to notification are deemed to be the Client's own actions. MX12 is not liable for violations of this Policy committed as a result of account compromise due to the Client's fault.

## **6. CLIENT OBLIGATIONS**

**6.1** Ensure compliance of all communications conducted on Client instructions with the requirements of this Policy.

**6.2** Provide MX12 with only lawful instructions based on proper end user consent.

**6.3** Immediately notify MX12 upon receipt of spam complaints, AI policy violations, or other violation notices.

**6.4** Retain consent documentation for no less than three (3) years and provide upon request.

**6.5** Bear full responsibility for the lawfulness of instructions and compliance of AI widget use with Google Policy requirements.

**6.6** Post an appropriate notice of AI use on its platform prior to commencing use of the MX12 widget.

**6.7** Coordinate with MX12 mailings exceeding 10,000 messages per day before launching.

**6.8** Bear responsibility for actions of its subcontractors and agents using MX12 infrastructure as for its own actions.

**6.9 Collection of Contact Data.** When configuring the AI widget for collection of phone numbers or email addresses, the Client must: obtain the user's express consent to data processing within the chat window (for

example, through text: "By providing your number, you agree to the Privacy Policy"); use collected data only for the purposes disclosed to the user; comply with TCPA requirements (USA) for subsequent calls or SMS to collected numbers; comply with applicable data protection law in the user's jurisdiction. MX12 is solely a technical intermediary in the transmission of such data and bears no responsibility for its subsequent use by the Client.

## **7. LIABILITY FOR VIOLATIONS**

**7.1 Client Liability.** The Client bears full and exclusive liability for: instructions that violate the Policy or law; spam complaints or AI policy violations; regulatory fines and sanctions; damage to MX12's reputation; consequences of Google Policy violation including restriction of AI access; actions of the Client's subcontractors; violations of WhatsApp Business Policy or Telegram API Terms resulting from Client instructions.

**7.2 Indemnification.** The Client indemnifies MX12 for all losses, fines, legal costs, and third-party claims arising from the Client's violation of this Policy, applicable law, or platform policies including Google, Meta, and Telegram.

**7.3 MX12 Liability Limitation.** MX12 is not liable for violations committed on Client instructions provided that MX12 acted in good faith in accordance with the principles of Delaware contract law.

**7.4 Disclaimer of Liability for AI Filtering.** The Client acknowledges that MX12 relies on Google Generative AI's standard safety filters. MX12 does not guarantee 100% blocking of undesirable content if Google's filters allow it through. The Client agrees to independently conduct regular audits of conversation logs (Section 9.1) and adjust prompts to minimize risks. MX12 is not liable for content generated by the AI widget that passes through Google's safety filters without being blocked, provided MX12 has not been grossly negligent in its platform configuration.

## **8. CONSEQUENCES OF VIOLATION**

Upon violation, MX12 may without prior notice: immediately suspend communications on the affected channel or disable the AI widget; require remediation of the violation within twenty-four (24) hours; for first-time non-egregious violations — issue a written warning with 48 hours to remedy before suspension; terminate all Services without refund; refer information

to regulators or Google where there is a lawful basis; recover all costs incurred by MX12 including legal fees and platform fines. Termination due to violation entails application of the Early Termination Fee pursuant to the MSA.

## **9. MONITORING AND COMPLIANCE**

**9.1** MX12 may monitor communications through the AI widget and other channels for the purposes of compliance with this Policy, applicable law, and quality standards. Monitoring logs are retained for twelve (12) months from creation.

**9.2** MX12 may decline to execute Client instructions that MX12 reasonably believes violate the Policy, applicable law, or Google Policy — without liability to the Client.

**9.3** MX12 cooperates with regulators and platforms (including Google, Meta, Telegram) upon receipt of official requests.

## **10. COMPLAINTS**

**10.1** Complaints are submitted to: **[complaints email]**

**10.2** MX12 reviews substantiated complaints within five (5) business days.

**10.3** MX12 may disclose Client information in response to a substantiated complaint, regulatory request, or platform (Google, Meta, Telegram) request.

## **11. POLICY AMENDMENTS**

MX12 may update this Policy at any time including in connection with changes to Google's policies. Material changes take effect thirty (30) days after notification or publication at mirrax12.world. Continued use of Services constitutes acceptance of the updated version.

## **12. GOVERNING LAW**

This Policy is governed by the laws of the State of Delaware (Delaware Code Title 6). All disputes are resolved pursuant to the MSA — mandatory AAA arbitration, Wilmington, Delaware.

### **13. SURVIVAL**

The following provisions survive termination of the agreement: Section 4 (prohibited use); Section 7 (liability and indemnification); Section 12 (governing law and arbitration); Client documentation retention obligations.