

Acceptable Use Policy (AUP)

This Acceptable Use Policy (“AUP”) governs Customer’s access to and use of the Platform and forms an integral part of the Master Subscription Agreement (“Agreement”) between the Customer and the Company. Capitalized terms not defined in this AUP shall have the meanings set forth in the Agreement.

1. Purpose and Scope

This AUP is intended to ensure the security, stability, lawful operation, and commercial integrity of the Platform. It establishes acceptable and prohibited uses of the Platform and defines the Company’s rights to prevent misuse, abuse, or activities that may expose the Company, the Platform, or third parties to legal, regulatory, operational, or reputational risk.

This AUP applies to all use of the Platform, whether paid or unpaid, including exploratory use, testing, and the creation or publication of Campaigns.

2. Customer Responsibilities

Customer is solely responsible for all activities conducted through its account, whether performed by Customer, its personnel, or any third party using Customer’s credentials, including all Campaigns, Customer Content, end-user interactions, and compliance with applicable laws and regulations.

Customer shall ensure that only authorized personnel access the Platform and shall maintain the confidentiality and security of its account credentials.

3. Prohibited Activities

Customer shall not use the Platform in any manner that includes or results in the following:

3.1 Illegal, Fraudulent, or Harmful Use

Any activity that is unlawful, deceptive, fraudulent, misleading, or that violates or may violate applicable laws, regulations, or governmental orders, including but not limited to consumer protection, advertising, data protection, or intellectual property laws.

3.2 Misrepresentation and Deceptive Practices

Creating or publishing Campaigns that misrepresent the Customer, a third party, products, services, pricing, promotions, or outcomes, or that are designed to deceive, manipulate, or unfairly influence end users.

3.3 Infringing or Unlawful Content

Publishing or distributing content that infringes or may infringe intellectual property rights, privacy rights, publicity rights, or other proprietary or personal rights of any third party.

3.4 Harmful or Inappropriate Content

Publishing content that is obscene, defamatory, hateful, abusive, harassing, violent, discriminatory, as reasonably determined by the Company, or otherwise objectionable, or that promotes illegal or unethical conduct.

3.5 Platform Abuse and Excessive Use

Using the Platform in a manner that interferes with or may interfere with, disrupts, or degrades the performance, availability, or integrity of the Platform or underlying systems, including excessive automated requests, scraping, abnormal traffic patterns, or attempts to bypass technical limitations.

3.6 Circumvention of Controls

Attempting to bypass, disable, or interfere with security features, access controls, usage limits, feature restrictions, technical safeguards or other restrictions implemented by the Company.

3.7 Security Violations

Probing, scanning, or testing the vulnerability of the Platform without authorization, reverse engineering, decompiling, or attempting unauthorized access to systems, data, or networks.

3.8 Unauthorized Data Collection

Collecting, harvesting, or processing personal data of end users through Campaigns or related activities without appropriate legal basis, consent, or required disclosures.

4. Campaign Content Standards

Customer is solely responsible for all Customer Content and Campaign materials published through or in connection with the Platform.

Customer represents and warrants that it has all necessary rights, consents, and legal bases to use and publish Customer Content, that such content does not infringe the rights of any third party, and that such content complies with all applicable laws and this AUP.

The Company does not pre-screen Campaign content and is not responsible for reviewing or validating Customer Content for compliance. The Company reserves the right to remove or disable access to content that violates this AUP or the Agreement.

5. Compliance with Laws

Customer is responsible for ensuring that its use of the Platform and all Campaigns comply with all applicable local, national, and international laws, regulations, and industry standards, including advertising, promotional marketing, consumer protection, and data protection requirements.

The Company does not provide legal or regulatory advice and does not assume responsibility for Customer's compliance obligations.

6. Monitoring and Enforcement

The Company may monitor the use of the Platform to ensure compliance with this AUP and the Agreement.

The Company reserves the right, at its sole discretion and without prior notice where reasonably necessary, to suspend or terminate access to the Platform, disable Campaigns, or remove Customer Content that violates or may violate this AUP or poses a security, legal, or operational risk, or take other reasonable actions to address such violations or risks.

7. No Obligation to Monitor

Nothing in this AUP requires the Company to monitor, review, or police Customer Content or Campaigns, or to take any specific enforcement action.

8. Updates to this Policy

The Company may update this AUP from time to time in accordance with the update provisions set forth in the Master Subscription Agreement (MSA).

End of Acceptable Use Policy