

Acceptable Use Policy

1. General. This Acceptable Use Policy (“AUP”) addresses requirements applicable to Your use of Our products and services as described on our website (“Services”).
2. Appropriate Use. You will not, and will not allow or authorize your users to, use Services to take any actions that (i) infringe on or dilute Our or third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control or connected with ‘spam’ or the process of ‘spamming’); (iii) are defamatory, libelous, trade libelous, threatening, harassing, or obscene or likely to offend, insult or humiliate based on race, religion, ethnicity, gender, age, sexual orientation; (iv) interfere with or disrupt any of our Services or equipment or (iv) encourage conduct that violates any applicable local, state, national or international laws or regulations or (v) that are false, defamatory, misleading, fraudulent or otherwise deceptive in any way. You will not use the Services for activities that relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) cigarettes, (d) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (e) stolen goods including digital and virtual goods, (f) certain sexually oriented materials or services, (g) ammunition, firearms, or certain firearm parts or accessories, (h) certain weapons or knives regulated under applicable law, (i) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or certain multi-level marketing programs, (j) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (k) are for the sale of certain items before the seller has control or possession of the item, (l) are associated with the sale of traveler’s checks or money orders, (m) involve currency exchanges or check cashing businesses, (n) involve certain credit repair, debt settlement services, credit transactions or insurance activities, or (o) involve offering or receiving payments for the purpose of bribery or corruption.
3. Responsibility for Content. Our Services enable You to post content for display on public facing website, Emails, SMS communications, and mobile apps. You accept sole responsibility for information and content collected, stored or transmitted by our Services on behalf of You or Your end users. You control and approve all aspects of its constituent communications and related content. If You acquire content from third parties for republication, You are solely responsible for ensuring it complies with any

licensing requirements associated with such content. You acknowledge that We exercise no control over the information passing through Our Services, and that We assume no responsibility for Your content.

4. **Privacy Policy; Data Protection.** You agree to post and maintain your own privacy policy concerning your collection of personal information on websites or forms developed using our Services. You are solely responsible for ensuring that Your privacy policy complies with all applicable laws. You shall be responsible for the accuracy, quality and legality, which includes notices, consents and “opt out” requirements, of (i) all Client data provided to Us by You or on Your behalf; (ii) all Your data stored in Our Services; and (3) the means by which you acquired all Your data.
5. **Security:** You agree not to (i) attempt to undermine the security or integrity of our computing systems or networks or, where the Services are hosted by a third party, that third party’s systems and networks; (ii) use, or misuse, the Services in any way which may impair the functionality of the Services or our Website or other systems used to deliver the Services or impair the ability of any other user to use the Services or our Website or applications; (ii) attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access or to the computer system on which the Services are hosted; (iv) transmit, or input into our Services or our Website or other system, any files that may damage any other person’s computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use); or (v) attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate our Website or systems.
6. **Enforcement of AUP.** We reserve the right to suspend the provision of Our Services or take other appropriate remedial action to address actual or suspected violations of the AUP. We will use reasonable efforts to notify You and provide an opportunity to cure before taking any such action, if practicable and if permitted by law. You will cooperate with Us investigating complaints about potential violations and in taking any corrective action that We deem necessary to address such violations. We reserve the right to remove any content from Our Services that We determine at our reasonable discretion, may be illegal, tortious, or infringing on the rights of a third party. If You becomes aware of any activity that violates this AUP, you shall promptly notify Us of any such violation, and You shall take all necessary action to cease such violation. Violations or suspected violations of this AUP shall be immediately reported to support@bayyan.org

7. DMCA. You acknowledge that We are a “service provider” as defined in 17 USC § 512(k)(1), is subject to the Digital Millennium Copyright Act (“DMCA”) and has the duties of a service provider under the DMCA. You are solely responsible for ensuring that your data, Customer Content and internet content and its provision to Us complies at all times with all applicable laws and regulations.
8. AUP Updates. We reserve the right to modify this AUP from time to time, effective upon posting a revised copy to our website at <https://bayyan.org/aup>