branch

Acceptable Use Policy

This Acceptable Use Policy ("AUP") sets forth certain restrictions on Your access and use of Branch Metrics, Inc.'s and its affiliates' (collectively, "Branch" or "Us") deep linking and attribution analytics services (collectively, the "Services"). This AUP is incorporated by reference into Branch's Terms and Conditions, or instead, where there is a service agreement in place between You ("You", "Your", or "Customer") and Branch Metrics, Inc. ("Agreement"). The restrictions set forth in this AUP are not exhaustive.

Applicability. This Branch AUP applies to all Branch Customers, as well as all Authorized Users You provide access to the Services to on Your behalf.

Definitions. The capitalized terms that are not defined in this AUP will have the meanings assigned to them in the Agreement.

Prohibited Actions. You will not use, or facilitate or allow others to use, Branch's Services to do any of the following:

1. collect, transmit or store any information or content that is offensive, illegal, fraudulent, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically based or otherwise poses a threat to the public;

2. collect, transmit or store any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of unauthorized solicitation;

3. for any content or activity that promotes or appears to promote human trafficking, or child sexual exploitation or abuse, or any other similar activity;

4. to interfere with or violate the rights of others (such as privacy rights and intellectual property rights).

5. collect, transmit, or store any sensitive information such as end user account passwords, financial information (e.g. bank account numbers, credit/debit card information, or any information regulated under the Gramm–Leach–Bliley Act), personal health information (including information regulated under the Health Insurance Portability and Accountability Act), government identifiers (e.g. driver's license, passport, national ID, social security, TIN or EIN numbers), or other information considered sensitive under applicable law such as biometric or genetic data, information about one's religious beliefs, race, sex life or orientation; or

6. create lists or segments of children under the age of 13, (and in certain jurisdictions under the age of 16), advertise mobile applications or websites that are directed to children under 13, (and in certain jurisdictions under 16), and/or knowingly market products or services to children under the age of 13 (and in certain jurisdictions under the age of 16), without employing appropriate SDK Privacy Controls settings documented at https://help.branch.io/developers-hub/docs/sdkprivacy-controls within the Services to limit data collection for children under 13 (and in certain jurisdictions under 16), in order to comply with any applicable laws protecting children (including, but not limited to, GDPR and COPPA)

7. use in any way, that in Branch's judgment, threatens the security, integrity or availability of the Services.

Intellectual Property Restrictions. You shall not attempt to reverse engineer, disassemble, copy or decompile the Services in any way. You shall also refrain from infringing any patent, trademark, trade secret, copyright, or other right of any party (including, but not limited to the Digital Millennium Copyright Act of 1998 ("DMCA") in Your use of the Services. Branch reserves the right to take any and all actions it deems necessary to mitigate and discontinue any suspected or actual infringement of the foregoing.

Service Integrity Restrictions. You shall not attempt to perform any penetration testing, security vulnerability testing or other scans or tests to exploit the Services or attempt to bypass the Service's security mechanisms or filtering capabilities. Additionally, You shall not attempt to perform any denial of service (DoS) attack on the Services or any other conduct that attempts to disrupt, disable, or overload the Services.

Investigation and Enforcement. We may investigate accounts associated with any suspected violation of this AUP and remove or disable access to any content or resource that violates this AUP, including the suspension of the Services and/or termination of any agreements between you and Branch. You agree to cooperate with us to remedy any violation.

When determining whether there has been a violation of this AUP, we may consider your ability and willingness to comply with this AUP, including the policies and processes you have in place to prevent or identify and remove any prohibited content or activity. A violation of this AUP will be considered a material breach of the Agreement governing your use of the Services.

Reporting of Violations. Potential violations of this AUP may be reported to security@branch.io.

Changes to this Policy. We may modify this AUP at our sole discretion which will be effective upon posting of such modified version to Branch's website at https://legal.branch.io/#branchio-aup.

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