

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. A breach of this AUP by You or any Authorized Users is considered a breach of the Agreement between You and Branch. **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 Branch’s Services to do any of the following:

1. collect, transmit or store any information or content that that is illegal, 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. 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

4. 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/sdk-privacy-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)

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.