

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. **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. upload, post, email, or otherwise transmit any information that contains anything unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;
2. harm Us or third parties in any way;
3. impersonate any person or entity, or otherwise misrepresent Customer’s affiliation with a person or entity;
4. upload, post, email, or otherwise transmit any information that Customer does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
5. upload, post, email or otherwise transmit any information that infringes any patent, trademark, trade secret, copyright, or other right of any party;

6. upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of unauthorized solicitation;
7. upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
8. upload, post, email, enable the Services to collect, or otherwise transmit 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;
9. 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);
10. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
11. intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
12. reverse engineer or otherwise attempt to discover the underlying code of the Services;

13. "stalk" or otherwise harass another; or

14. permit any third party which pools or aggregates data across its customers to use the data provided to Customer through the Services for its own benefit or use.