

# Discovery Service Partner Acceptable Use Policy

This Acceptable Use Policy (“AUP”) is incorporated by reference into the Discovery Search Agreement in effect between Company and Branch (“Agreement”).

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

**Prohibited Actions.** Company will not, directly or indirectly, take any of the following actions, and will use reasonable efforts to ensure that the End Users do not take any of the following actions:

1. Make any functionality of the Discovery Service or Branch Technology available to a third party through any means, including, without limitation, any hosting, application services provider, service bureau, or other type of service, other than as expressly permitted by the Agreement; or
2. Rent, lease, or sublicense Company’s access to any part of the Discovery Service or Branch Technology to another person, other than as expressly permitted by the Agreement; or
3. Generate automated, fraudulent or otherwise invalid clicks, impressions or other engagement actions; or
4. Use any automated tool (e.g., robots, spiders) to access or use any part of the Discovery Service or Branch Technology; or
5. Circumvent or disable any digital rights management, usage rules, or other security features of any part of the Discovery Service or Branch Technology; or

6. Directly or indirectly modify, reverse engineer, reverse compile or disassemble or cause any other party to modify, reverse engineer, reverse compile or disassemble, any part of the Discovery Service or Branch Technology, other than as expressly permitted by the Agreement; or
  7. Use any part of the Discovery Service or Branch Technology in a manner that threatens the integrity, performance, or availability thereof; or
  8. Remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on the Branch Technology; or
  9. Use any part of the Discovery Service or Branch Technology in connection with any apps or websites that are directed to children under 13 (and in certain jurisdictions under the age of 16); or
  10. Knowingly allow children under 13 (and in certain jurisdictions under the age of 16) to use the Discovery Service or Branch Technology; or
  11. Use any part of the Discovery Service or Branch Technology to distribute content or information that:
    - a. Is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, misleading, fraudulent, vulgar, obscene, libelous, infringing of another's intellectual property rights, invasive of another's privacy, hateful, promotes illegal discrimination, or is racially, ethnically or otherwise objectionable; or
    - b. Contains material that is seditious, or mutilates or disfigures the Indian flag, or uses the flag, name, emblem or seal of a government entity for the purpose of trade, or has the effect of causing disaffection among members of the police force, or insults or intimidates a scheduled caste or scheduled tribe, or promotes the practice of untouchability, or portrays women in a derogatory or denigrating manner, or promotes the production, sale or consumption of tobacco products, alcohol or other intoxicants; or contains false information pertaining to a political candidate in India, or constitutes an unfair trade practice under applicable law; or
    - c. The sender does not have a right to distribute, whether by law, contract, or fiduciary obligation; or
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- d. 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; or
- e. Includes sensitive information such as end user account passwords or payment information, medical records, government identifiers, sexual orientation and other information considered sensitive under applicable law.