

Bold Software Acceptable Use Policy

This Acceptable Use Policy (“AUP”) describes the terms under which any user or users (the “Client”) of the Bold Software products (the “Boldchat Application Services”) agree to be bound by during their use of the Boldchat Application Services. Client acknowledges and agrees to be bound by all the terms, conditions, and policies of the AUP, as set forth herein, including any future amendments as published on our website and of which Bold Software notifies Client utilizing the Client contact email on file or utilizing the Boldchat Application Services “Notices” section inside the product. Client acknowledges and agrees that it is responsible for continual compliance of this policy, in order to ensure the integrity, security and reliability of the Boldchat Application Services and its networks, systems, facilities and data.

Sending Spam. Client may not send, or attempt to send, unsolicited email messages (“Spam”). Spam is not only annoying to Internet users; it violates many federal and state laws and seriously affects the efficiency and cost-effectiveness of the Boldchat Application Services. Sending Spam can lead to industry blacklisting of Client’s and/or Bold Software’s business and mail servers, resulting in interruption and/or termination of Client’s Boldchat Application Services.

Specifically, Client agrees not to:

1. Send, or attempt to send, Spam of any kind from the Boldchat Application Services or Boldchat Network;
2. Send, or attempt to send, Spam of any kind from third-party networks using a return email address that is hosted on the Boldchat Network or checked by the Boldchat Application Services, or referencing an email address hosted on the Boldchat Network or checked by the Boldchat Application Services;
3. Send email messages which result in complaints from the recipient or from the recipient’s email provider, or which result in blacklisting of the sender’s email address or mail server;
4. Send email messages which are excessive and/or intended to harass or annoy others;
5. Continue to send email to a recipient that has indicated that he/she does not wish to receive it; or
6. Take any actions intended to cloak the Client’s identity or contact information, including but not limited to intentionally omitting, deleting, forging or misrepresenting message headers or return addresses.

In the absence of positive, verifiable proof to the contrary, Bold Software considers complaints by recipients of emails to be de-facto proof that the recipient did not subscribe or otherwise request the email(s) about which a complaint was generated.

Security. Client is prohibited from violating, or attempting to violate, the security of the Boldchat Network. Any violations may result in criminal and civil liabilities to the Client. Bold Software will investigate any alleged violations and will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of violations of the security of the Boldchat Network include, but are not limited to: (i) accessing data not intended for Client, (ii) logging into a server or account which the Client is not authorized to access, (iii) attempting to probe, scan or test the vulnerability of a system, (iv) breach of security or authentication measures, (v) attempting to interfere with service to any user, host or network, or (vi) taking any action in order to obtain services to which the Client is not entitled.

Illegal Use. The Boldchat Application Services may only be used for lawful purposes. For example, Client may not use the Boldchat Network to create, transmit, distribute, or store content that: (i) violates a trademark, service mark, copyright, trade secret or other intellectual property rights of others, (ii) violates export control laws or regulations, (iii) violates the privacy, publicity or other personal rights of others, (iv) impairs the privacy of communications, (v) contains obscene, offensive, unlawful, defamatory, harassing, abusive, fraudulent, or otherwise objectionable content as reasonably determined by Bold Software, (vi) encourages conduct that would constitute a criminal offense or give rise to civil liability, (vii) constitutes deceptive on-line marketing, (viii) violates reasonable regulations of Bold Software or other service providers, (ix) causes technical disturbances to the Boldchat Network, its Partner networks or the network used by Client to access the Boldchat Application Services, or violate the policies of such networks, including, but not limited to, intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data, or (x) assists, encourages or permits any persons in engaging in any of the activities described in this section. If Client becomes aware of any such activities, Client is obligated to immediately notify Bold Software and take all other appropriate actions to cause such activities to cease.

Content. Client is responsible for all content that is transmitted, received and stored by Bold Software through Client's use of the Boldchat Application Services. Bold Software takes no responsibility for content passing through or stored on the Boldchat Network, including but not limited to, viruses, mail floods or other disabling features, or content provided on third party websites that are linked to by content passing through or stored on the Boldchat Network. Bold Software does not adopt, nor warrant the accuracy of, the content of any linked Web site and undertakes no responsibility to update the content. Use of any information obtained via the Boldchat Network is at Client's own risk.

Consequences of Unacceptable Use. Bold Software reserves the right to suspend or terminate Client's access to the Boldchat Application Services immediately, and without notice, if Bold Software determines the Client is in violation of this policy. Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of Client, shall be considered violations of this policy by Client.