

Acceptable Use Policy

This Acceptable Use Policy (“AUP”) applies to Customer’s use of the Services offered by AppCentrics Inc., DBA BlueTreeApps.

Definitions

“BlueTreeApps Services” or “Services” means the products and services that are ordered by Customer under an Order Form, Proposal, Statement of Work or by using a BlueTreeApps user account. BlueTreeApps Services generally consist of: (a) app design, support and hosting services, (b) publishing app on app stores on behalf of Customer, (c) website design, support, and hosting services, (d) messaging services including push notifications, text and voice messaging, email messaging and report delivery, (f) connectivity services, that link the BlueTreeApps Services to the telecommunication providers’ networks and other partners via the Internet.

“Sensitive Data” means (a) social security number, student number, parent or family number, passport number, driver’s license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card), financial information; (c) attendance, grading and testing information; (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) usernames, account passwords, account numbers, mother’s maiden name, or date of birth; (f) criminal history; or (g) any other information or combinations of information that falls within the definition of “special categories of data” under GDPR, FERPA, or any other applicable law relating to privacy and data protection.

Acceptable Use

1. You agree not to use the Services for any purpose that is unlawful, unauthorized or prohibited by the Terms and any subsequent notices you may receive from BlueTreeApps.
2. You agree that you have not received from BlueTreeApps or any of its employees, agents, or vendors acting on behalf of BlueTreeApps any information or advice on how to comply with any federal, state and local laws, rules and regulations.
3. You further agree not use the Services in any manner that could damage, disable, overburden, or impair any BlueTreeApps server, or the networks connected to any BlueTreeApps server, or interfere with any other person’s use of the Services.
4. You agree not to attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to any BlueTreeApp server, through password mining, hacking or any other means.
5. You agree not to use or register the name AppCentrics, BlueTree or BlueTreeApps or any other trade name or trade mark of BlueTreeApps without express, prior permission and you will not obstruct the identification procedures used by BlueTreeApps in the Services.
6. You represent that the data and information submitted for transmission through the BlueTreeApps Services is for lawful purposes only and that the transmission of data and information (including messages and files) is not in violation of any federal, state, or local laws and regulations including, without limitation, the provisions of the Telephone Consumer Protection Act of 1991 (47 U.S.C. Section 227(b)(1)(B)), the FTC’s Telemarketing Sales Rules (16 C.F.R. Part 310), the Fair Debt Collection Practices Act (15 U.S.C. Section 1692), Family Educational Rights and Privacy Act (“FERPA”), and the Health Insurance Portability and Accountability Act (“HIPPA”).

7. You agree not to engage in any conduct that would amount to a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any federal, state or local law or regulation.
8. You agree to fully comply with all applicable laws and regulations including those related to prerecorded calls, Do Not Call registries, collection of debts, telemarketing, email marketing, anti-spam, anti-phishing, data privacy, international communications, and export of technical or personal data.
9. You may not use the Services to upload, post, reproduce or distribute, in any way, any data and information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright owner. You are advised to consult with an attorney regarding these laws and regulations. You agree to defend, release, indemnify and hold BlueTreeApps harmless for any and all claims, damages (including direct, indirect, special or consequential damages and judgments), legal fees, costs and expenses that BlueTreeApps incurs due to enforcing and defending its rights, including, without limitation reasonable attorney's fee incurred due to alleged violation of the above laws or regulations by you. In any such an event, BlueTreeApps shall be defended by attorneys of its choice and at your expense.
10. You agree not to use the Services to convey any data and information that is or may be unlawful, threatening, libelous, infringing, harassing, abusive, obscene, hateful, harmful, offensive, distasteful, vulgar, indecent, defamatory, objectionable, or invasive of another person's privacy, property or proprietary rights.
11. You agree not send data and information (including messages) in violation of the law, including to emergency lines, to any health care facility or similar establishment and to numbers assigned to radio common carrier services or to any service for which the called party is charged for the call.
12. You will not resell or attempt to resell the BlueTreeApps Services without expressed written contractual permission from BlueTreeApps.
13. You agree not to impersonate, or attempt to impersonate any other person or attempt to mislead BlueTreeApps as to the identity of sender of your data and information (including messages).
14. BlueTreeApps prohibits you to use the Services to encourage, promote, provide, sell or offer to sell products or content relating to illegal or fraudulent activities (or services related to the same) including but not limited to: illegal drugs; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons; material that exploits children, encourages violence, spam, obscenity; and similar activities. This is not a complete list, and BlueTreeApps, in its sole discretion, may determine whether your use is prohibited and its determination shall be final, binding and irrefutable for all purposes under this Agreement.
15. BlueTreeApps will terminate your use of its Services if BlueTreeApps determines such prohibited products or content or use is in violation of this Agreement.
16. Any information stored on the BlueTreeApps servers that is unlawful, a violation of this Agreement or legal and regulatory requirements may be deleted at any time by BlueTreeApps without notice.
17. BlueTreeApps reserves the right to remove any data and information (including messages and images) that violates this Agreement without notice to you.
18. BlueTreeApps reserves the right at all times to disclose any data and information (including messages) as BlueTreeApps deems necessary to satisfy any applicable law, regulation, legal process or governmental request.
19. BlueTreeApps further reserves the right to take any other action with respect to the Services that BlueTreeApps deems necessary or appropriate in its sole discretion if BlueTreeApps believes you or your data and information (including messages) may be unlawful, unauthorized or create liability for BlueTreeApps or others, compromise or disrupt the Services for you or other persons, or cause BlueTreeApps to lose (in whole or in part) the services of BlueTreeApps internet service providers (ISP), telecom, hosting or other suppliers.