Higher Logic's Acceptable Use Policy

Last Updated: July 1, 2019

This Acceptable Use Policy ("AUP") shall be deemed a part of and incorporated into the Higher Logic Master Subscription Agreement by reference. By using the Higher Logic Software Services, the Subscriber agrees, and shall require each of its Users to agree, to comply with this Acceptable Use Policy. All determinations as to whether a Subscriber mailing or practice conforms to these rules will be determined by Higher Logic in its sole reasonable discretion.

Higher Logic reserves the right to modify this AUP from time to time in its sole discretion without notice; such changes will take effect upon the posting of such revised terms on this website. Accordingly, we recommend that Subscribers check this AUP periodically. Continued access or use of the Software Services after the posting of such revised terms constitutes agreement to comply with and to be bound by such revised terms. In the event of any conflict between this AUP and any other policy or agreement referenced herein, this AUP shall govern in the absence of specific language to the contrary in such policy or agreement.

This AUP is not meant to be exhaustive, but sets forth examples of conduct deemed by Higher Logic to be inappropriate, improper or harmful to Higher Logic and its third party service providers' computer networks, computer systems and services and thereby prohibited. The restrictions set forth in this AUP shall apply to a Subscriber and its Users. By accessing or using the Software Services, Subscriber and each User acknowledges that it is authorized to enter into this AUP and has read, understood and agrees to comply with the terms of this AUP and will be responsible for violations of this AUP. Do not use the Software Services if you do not agree to this AUP.

The following uses of Higher Logic Software Services are not allowed:

1. Transmitting chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise). This prohibition extends to the sending of unsolicited mailings from another service which in any way implicates the use of Higher Logic's Software Services.
2. Harvesting or otherwise collecting information about others, including e-mail addresses, without their affirmative consent as defined by 15 U.S.C. §7702(1) and any implementing rules or regulations published in the Federal Register or in any other manner that is unlawful.
3. Sending messages which fail to use links allowing recipients to unsubscribe from all future mailings.
4. Creating a false identity or forged email, telephone, or facsimile address or header, incorporating a false subject line, return address or transmission path, or making any other attempt to mislead others as to the identity of the sender or the origin of the message or to misrepresent yourself.
5. Transmitting any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind or nature. All content must conform to reasonable standards of decency.
6. Using the Software Services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from the Software Services.
7. Sharing, submitting, transmitting or otherwise providing content that:
   - Infringes Higher Logic’s or a third party’s intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right
   - You don't have the right to submit
   - Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful
   - Encourages illegal or tortious conduct or that is otherwise inappropriate
   - Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition
   - Contains viruses, bots, worms, scripting exploits, or other similar materials
   - Is intended to be inflammatory
   - Could otherwise cause damage to Higher Logic, its third party providers or any third party
8. Using the Higher Logic Software Services to libel, defame or slander any person, or infringe upon any person’s privacy rights or to stalk, harass, or post direct, specific threats of violence against others.
9. Using the Higher Logic Software Services to transmit, directly or indirectly through links or otherwise, mail bombs (substantial volumes of messages to a single recipient over a short period of time or messages of substantial size to a single recipient intended to exhaust the recipient’s mailbox capacity) or any material that contains viruses, trojan horses, worms, time bombs, cancel bots, or other harmful or deleterious programs.
10. Using the Software Services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws).
11. Violating any federal, state or local laws, rules or regulations related to the electronic transmission of data including, but not limited to, (a) transmission of personally identifiable health or financial information; (b) exportation of technical data or software; (c) child pornography or solicitation of minors; or (d) solicitation of funds.
12. Interfering with or disrupting any networks connected to the Higher Logic Software Services, including third party networks, or violating the regulations, policies or procedures of such networks.
13. Gaining or attempting to gain unauthorized access to Higher Logic’s platform, network or network provider, or to any other Higher Logic customer’s or third party’s information or data, including without limitation tampering with, reverse-engineering, or hacking the Software Services, circumventing any security or authentication measures, or attempting to gain unauthorized access to related systems, networks, or data.
15. Engaging in any other activity that could subject Higher Logic, its third party providers to criminal liability, civil penalty or judgment.
16. Testing the vulnerability of any system or network that hosts the Software Services, including attempting to probe, scan, or test the vulnerability of the Software Services or to breach any security or authentication measures.
17. Compromising the integrity of Higher Logic’s or its third party providers’ systems. This could include probing, scanning, or inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
18. Using manual or electronic means to avoid any use limitations, such as access and storage restrictions.
19. Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on Higher Logic’s or its third party providers’ systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
   • Using “robots,” “spiders,” “offline readers,” or other automated systems to sends more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser
   • Going far beyond the use parameters for any given Software Service as described in its corresponding documentation
20. Accessing or searching any part of the Software Services by any means other than Higher Logic’s publicly supported interfaces (for example, “scraping”).
21. Using meta tags or any other “hidden text” including Higher Logic’s or its service providers’ product names or trademarks.
22. Disparaging Higher Logic or its service providers, partners, vendors, or affiliates.

Additionally, Subscriber agrees and will require each of its Users to agree to the following:
1. Subscriber will “unsubscribe” or otherwise remove any recipient from its Mailing Lists immediately upon receipt of a request from a recipient or Higher Logic to do so.
2. Subscriber will not, without limitation, provide messaging services for any third parties or as a service bureau.

Subscriber agrees, and will require its Users to agree, that Higher Logic may disclose information about Subscriber and its Users without Subscriber or User consent or a court order under the following circumstances: (a) to diagnose and resolve technical issues in connection with the provision of the Software Services to Subscriber and its Users; (b) as required by applicable laws, rule, regulations, and guidelines or as required by supervisory or regulatory authorities; (c) to an addressee or the intended recipient of a message in connection with the provision of the Software Services to Subscriber and its Users; (d) to protect and defend Higher Logic's rights, property, business or reputation; and/or (e) to respond to governmental and/or third party claims that the Higher Logic Software Services are being used for illegal or improper activities. Under U.S. law, Higher Logic, its network providers, and its other service providers may have an affirmative duty to the public to report unlawful activity, including but not limited to reporting to the Federal Government’s Cyber Tip Line knowledge of any facts or circumstances of online child pornography. Higher Logic will maintain the confidentiality of the Subscriber’s mailing list except to the extent that disclosure is required by applicable law, rule, regulation or guideline or by order of a governmental agency, supervisory authority or regulatory agency, by court order, or with the consent of the Subscriber.