

Legal Compliance

You must use the Services in compliance with, and only as permitted by, applicable law. The use of our Services in conjunction with other tools or resources in furtherance of any of the unacceptable uses described herein is also prohibited. In the event of any violation of this Acceptable Uses Policy, Momentive may, in its sole discretion, do one or more of the following:

- suspend (temporarily or permanently) or terminate your use of the Services;
- block your access to the Services;
- remove or delete content from your account(s); or
- communicate such violation to impacted third parties and/or law enforcement authorities (where appropriate and subject to applicable law).

Your Responsibilities

You are responsible for your Content, Customer Data, conduct, and communications with others while using the Services. You must comply with the following requirements when using the Services. If we become aware of Content or Customer Data that falls outside the bounds of what is acceptable under this policy, we may remove it and report it. We also take steps to prevent uses of our Services that are contrary to the spirit of this policy.

- (a) You may not use the Services to commit an unlawful activity; use the Services for activities where use or failure of the Services could lead to physical damage, death, mental harm, or personal injury.
- (b) You may not provide any individual under the age of 13 (or under a higher age as provided in certain countries or territories) with access to the Services.
- (c) You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.
- (d) You may not misuse our Services by interfering with their normal operation or attempting to access them using a method other than through the interfaces and instructions that we provide.
- (e) You may not circumvent or attempt to circumvent any limitations that Momentive imposes on your use of our Services or your account(s) (such as by opening up a new account to create or distribute a survey, form, application, or questionnaire that we have closed for a violation of our terms or policies).
- (f) Unless authorized by Momentive in writing, you may not probe, scan, or test the vulnerability or security of the Services or any Momentive system or network.
- (g) Unless authorized by Momentive in writing, you may not use any automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.
- (h) You may not deny others access to, or reverse engineer, the Services, or assist anyone else to do so, to the extent such restriction is permitted by law.
- (i) You may not store or transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- (j) You may not use the Services to infringe the intellectual property rights of others.
- (k) Unless authorized by Momentive in writing, you may not resell or lease the Services.
- (l) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless Momentive has agreed with you in writing otherwise. You may not use the Services in a way that would subject Momentive to those industry-specific regulations without obtaining Momentive's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103 under United States federal regulations) without entering into a separate business associate agreement with Momentive that permits you to do so.

(m) We may offer content like images or video that are provided by third parties. You may use that material solely in your Content or Customer Data. Momentive may modify or revoke that permission at any time in our sole discretion. In using such material, you may not imply that your Content, Customer Data, or use of the Services are affiliated with or run or endorsed by any company, product, brand or service depicted in that material unless you have obtained their permission.

(n) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns of reasonable users similar to you, including any usage that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. Momentive will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to Momentive which no longer causes such adverse effects.

(o) You must use a valid email address to register an account. You may not register accounts using a disposable or temporary email address, "bots," or other unauthorized automated methods.

(p) You may not host or transmit content that is or contains false, inaccurate, or intentionally deceptive information that is likely to cause harm to the public or adversely affect the public interest (including health, safety, election integrity, and civic participation).

(q) If Momentive determines, in its sole discretion, that your usage of the Services causes damage to our brand or reputation, or results in an excessive volume of complaints, Momentive, has the right to suspend or terminate your use of our websites and the Services.

Phishing and Security

We strive to protect the security of all our users. We take specific measures to ensure respondents are not misled by surveys/forms/applications/questionnaires used for fraudulent or malicious purposes. We will suspend any use of the Services or remove any Content or Customer Data which comes to our attention that:

- attempts to collect, as determined in our sole discretion, social security numbers or similar government-issued identification numbers, credit card numbers (other than solely for collecting payment through an authorized payment processor as permitted by the Services), passwords, or other similar types of sensitive information;
- publishes a person's identifying information without their consent;
- is intended to deceive or mislead respondents, including by linking to websites with malicious software such as malware;
- promotes or recruits for pyramid schemes, multi-level marketing campaigns, or work-from-home and other false earning scams;
- knowingly and artificially boosts or inflates a website or webpage's search engine ranking or reputation, including by offering or selling social media "likes", followers, reviews, comments, or similar services; or
- hosts content that is downloadable, live-streamed, or merely intended to solicit clicks to other sites.

Privacy and Impersonation

Users provide responses and information with the expectation that their information will be handled respectfully and not abused. Accordingly, you are responsible for complying with all applicable data protection laws and regulations with respect to any data that you submit to or collect through our Services.

- We encourage you to disclose your privacy practices when you use the Services and, if you do, we require you to act in accordance with those practices.
- You may not claim that a survey/form/application/questionnaire or other use of our Services is anonymous when it is not.

- You may not impersonate others when using the Services or collecting information.

Email and Text Message Requirements

Momentive has a zero-tolerance spam policy. This means the following:

- Emails or text messages you send via the Services must include a valid survey/form/application/questionnaire for the purpose of collecting responses (excluding certain automated messages such as “thank you” emails, as applicable).
- Emails you send via the Services must have a valid reply-to email address owned or managed by you. You may not use a “no reply” address as the sender email address.
- Text messages you send via the Services should include your company name.
- You can only use the Services to send emails and text messages to people that have opted in to, or otherwise validly consented to, receiving communications from you, the sender through that medium. If you don’t have proof that each recipient opted in for your emails or text messages (as applicable), don’t import them into any lists in the Services. We prohibit the use of harvested mailing lists.
- We prohibit the use of third-party, purchased, or rented mailing lists unless you are able to provide proof that individuals on the list have opted-in to receiving emails of the type you will be sending them.
- You must not send unsolicited email to newsgroups, message boards, distribution lists, or email addresses.
- You must not utilize the Services to send any email or text messages in a way not permitted by or compliant with applicable law, carrier compliance requirements or industry standards, or to any recipient who has opted out, unsubscribed, or otherwise objected to receiving such messages from you or another party on whose behalf you may be commissioned.
- You must not use the Services to send emails with deceptive subject lines or false or misleading header information.
- Email messages sent in connection with our Services must contain an “unsubscribe” link that allows subscribers to remove themselves from your email messages. You acknowledge and agree that you will not hide, disable, or remove or attempt to hide, disable, or remove the opt-out link from the email invitation. You will actively manage and process unsubscribe requests received by you directly within ten days of submission and update your email lists and address books to reflect the unsubscribe requests.
- You are responsible for ensuring that the email messages you send in connection with your surveys/forms/applications/questionnaires or any use of our Services do not generate a number of spam complaints or bounce rates in excess of industry standards. If Momentive determines that your level of spam complaints or bounce rate is higher than industry standards, Momentive, at its sole discretion, has the right to suspend or terminate your use of our Services and websites. If you receive low response rates, high abuse rates or high bounce rates, or we receive complaints associated with your use of our Services, we may request additional information regarding your mailing lists to investigate and attempt to resolve the problem, or in some cases we may suspend or remove your email privileges.
- Text message invitations you send via our Services must have a valid reply “Stop”.
- You may not use Momentive’s text messaging services to access or allow access to emergency services.

If we believe you are violating any of these prohibitions, we may suspend (temporarily or permanently) or terminate your account(s).

Violence and Hate Speech

We remove Content or Customer Data and may report information related to that Content or Customer Data to law enforcement authorities if we become aware of, or believe that, a genuine risk of harm or threat to public safety exists.

- Our Services may not be used to directly or indirectly threaten or attack others, or to organize or incite violence, harassment, terrorism, or property damage.
- Our Services may not be used for hate speech, or to promote or fund such acts. Examples of hate speech include attacking or advocating for the abuse or exclusion of people based on their ethnicity, national origin, political or religious affiliations, gender, age, sexual orientation, genetic predisposition, disability, medical or physical condition, veteran status, or any other protected classes under applicable law.
- Our Services may not be used to promote, incite, or glorify self-harm or acts of terrorism.

Bullying, Harassment, and Criminal Activity

You may not use our Services to bully or harass others, in furtherance of any criminal activity, or in violation of any applicable law.

Pornography and Offensive Graphic Material

We acknowledge nudity, pornography and gore may have a legitimate place in certain uses of our Services. However, we discourage the gratuitous inclusion of such materials.

- You may not include gratuitous graphic violent material or pornography in connection with the use of our Services.
- We recommend adding a conspicuous warning screen before displaying any material which may be offensive in nature.
- We strictly prohibit and report to law enforcement any display of sexual or pornographic content (including in cartoon form) involving minors.

Intellectual Property Infringement

Please respect the intellectual property rights of others. You must have the appropriate rights to use any Content or Customer Data. It is your responsibility to determine what rights you need, to obtain and maintain those rights, and to understand how you are permitted to exercise those rights. You may include Content, including any third-party logos, brands and other indicia of source, (a) to the extent permitted as a fair use or otherwise under applicable law, and (b) so long as the use does not (i) cause confusion as to the origin or sponsorship of a good or service, (ii) imply sponsorship or endorsement by the trademark owner where none exists, or (iii) inaccurately describe a product or service. We recommend that you seek independent legal counsel if you have questions about your use of content or intellectual property owned by a third party.

How to Report Policy Violations

If you suspect that someone's use of our Services is in violation of this policy, please contact us immediately by sending an email to hello@boomerangideas.com and we will investigate the matter. Please include the URL of the survey/form/application/questionnaire or other content at issue.