

Podium Acceptable Use Policy

This Acceptable Use Policy (the “**Policy**”) sets out rules applicable to your use of the Podium Corporation, Inc. (“**Podium**”, “**we**”, “**us**” or “**our**”) services, including via our Client’s websites or platforms (the “**Services**”). The examples described in this Policy are not exhaustive.

This Policy should be read in conjunction with the [Podium Terms of Service](#) into which it is incorporated by reference. We may suspend, terminate or take other interim action regarding your use of the Services, if, in our sole judgment, we believe you, directly or indirectly, violated this Policy or authorize or help others to do so.

We may modify this Policy from time to time by posting a revised version on our website [podium.com](#). By using the Services, you agree to the latest version of this Policy. Any capitalized terms not defined in this Policy have the meaning set forth in the Podium Terms of Service.

Prohibited Content. You agree that you will not use the Services, or encourage, promote, facilitate or instruct others to use the Services, to send messages that contain, offer, promote, reference or link to any information or content related to any of the following:

- *Solicitations or Advertising.* Any messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements or otherwise, that are unsolicited or for which you do not have the proper consent from the intended recipient. If you are a Customer of any Podium Client, this includes using the Services to send any such message, communication, or announcement to a Podium Client or any other person or entity.
- *Illegal, Harmful or Fraudulent Activities.* Any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including but not limited to offering, promoting, disseminating, or facilitating:
 - child pornography, child sexual abuse material, or other sexually exploitative content;
 - fraudulent goods, services, schemes, or promotions;
 - make-money-fast or “get-rich-quick” schemes (including work-from-home programs, risk investment opportunities, ponzi and pyramid schemes);
 - high-risk financial services (including payday loans, short term high-interest loans, third-party auto or mortgage loans, student loans, or cryptocurrency);
 - third-party lead generation services (such as companies that buy, sell, or share consumer information);
 - debt collection or forgiveness services (including third-party debt collection, debt consolidation, debt reduction, or credit repair programs)
 - illegal or regulated substances (including, but not limited to, Cannabis, CBD, Prescription Drugs);
 - Gambling;
 - “SHAFT” use cases (Sex, Hate, Alcohol, Firearms, Tobacco, including vaping-related activities);
 - phishing or pharming.
- *Infringing Content.* Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- *Offensive Content.* Content that is harassing, defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable.
- *Harmful Content.* Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, or otherwise effect a security breach, including viruses, Trojan horses, worms, time bombs, or cancelbots.

- *Prohibited Industries.* If you are using Podium's Payment Services, you may not use the services in conjunction with any activities identified as Prohibited Industries, as defined in Podium's Payment Service Terms.

Message Abuse. You will not send messages using bots or other similar automatic-messaging systems, alter or obscure mail headers, provide false identification, or assume a sender's identity without the sender's explicit permission.

Reverse Engineering and Related Restrictions. You will not (a) modify or create a derivative work of the Services or any portion thereof; (b) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Services, except to the extent expressly permitted by applicable law and then only upon advance notice to Podium; (c) break or circumvent any security measures or rate limits for Services; or (d) remove or obscure any proprietary or other notices contained in the Services including in any reports or output obtained from the Services.

Our Monitoring and Enforcement. We reserve the right, but do not assume the obligation, to monitor content on and sent through the Services and to investigate any violation of this Policy or misuse of the Services. We may remove or disable access to any user, content or resource that violates this Policy or any other agreement we have with you for use of the Services. We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We may also cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting Violations. If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation.