

Last Modified: Thursday, March 7, 2019

1. ACKNOWLEDGMENT AND ACCEPTANCE OF AUP, DSA AND ADDITIONAL POLICIES

By Your use and continued use of websites owned and operated by DuoCircle (“DuoCircle’s Websites”) and the services made available through the DuoCircle’s Website and/or under any of DuoCircle’s brands (the “Services”), You agree to be bound by all of the terms and conditions of this acceptable use policy (the “AUP”), [DuoCircle Services Agreement](#), and the Additional Policies (as defined in the DSA).

All Paid and Free Services (as defined in the DSA) provided by DuoCircle LLC. (“DuoCircle”) are provided to You and the company/institution You represent (if any) (“You”) pursuant to the terms of this AUP, the DSA, the Additional Policies and any other operating rules and policies set forth by DuoCircle.

If You do not agree with the terms of the AUP, the DSA and/or any applicable Additional Policy You should not use or cease using the Services.

2. MODIFICATIONS TO ACCEPTABLE USE POLICY

DuoCircle reserves the right, at any time and without notice, to change the terms and conditions of this AUP as it, in its sole discretion, deems necessary or prudent. DuoCircle expects You to actively ensure that You agree to the then current version of the AUP, DSA and any applicable Additional Policy. Thus, You should make a point to check this AUP, the DSA and any applicable Additional Policy regularly for updates. For Your convenience, a modification date will be posted near the top of the AUP and DSA.

3. NO RESALE OR REBRANDING OF DUOCIRCLE

Your right to use the Services is personal to You. You agree not to reproduce, duplicate, copy, sell, trade, or resell, whether by itself or in concert with one or more additional services: (a) any portion of the Services (including Your username); (b) use of the Services; or (c) access to the Services. Additionally, You agree not to use the Services in a way that: (a) separates the “DuoCircle®” trademark or any other DuoCircle trademark from the Services (or any portion thereof); (b) obscures the connection between the “DuoCircle®” trademark or any other DuoCircle trademark and the Services (or any portion thereof); or (c) otherwise rebrands the Services (or any portion thereof) in any way. Notwithstanding the above, You retain the right to recommend use of the Service, under the “DuoCircle®” brand and at the price at which DuoCircle offers the Services to the public, to third parties in connection with the sale, offering for sale, or provisioning of any other service or services.

5. USE OF DUOCIRCLE’S TRADEMARKS

Use of the DuoCircle's trademarks, including, but not limited to DuoCircle, are governed by DuoCircle's [trademark use policy](#).

6. YOUR CONDUCT

You are solely responsible for the contents of the computer which You use the Services in association with. You agree NOT to use the Services: – for illegal purposes; – in a way that interferes with or disrupts networks connected to the Services; – in a way that violates any regulation, policy, or procedure of the networks connected to the Services; – in a way that violates any applicable local, state or federal law, including, without limitation, those that relate to the exportation of technical data from the United States to foreign countries or any international law; – to store, distribute or facilitate the distribution of illegal software or illegal pornography; – to use the Services for spamming, linkspamming, spamdexing, or distribution of electronic mail to one or more people who have not given specific permission to be included in such a process; – to distribute or otherwise make available to others any copyrighted material that You do not have authorization or the legal right to distribute; – to transmit or to aid in the transmission of any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; – to transmit or aid in the transmission of any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; or – in a way that interferes with another's use and enjoyment of the Services or similar services.

The Services make use of the Internet's DNS protocol to create and delegate domain names, therefore, You agree to use the Services in a way that complies with all Internet regulations, policies, and procedures.

For purposes of this AUP, facilitation of the unauthorized distribution of copyrighted materials through operation of a "hub", "tracker", or other file sharing mechanism, shall be considered identical to the actual illegal distribution of those copyrighted materials.

DuoCircle retains the right, at its sole discretion, to determine whether or not Your conduct is consistent with the letter and spirit of this AUP, the DSA or any applicable Additional Policy and to terminate or suspend the Services if it deems Your conduct to be inconsistent with the letter or spirit of this AUP, the DSA or any applicable Additional Policy.

7. Your use of the Services must follow all applicable guidelines established by DuoCircle

The guidelines below are examples of practices that may violate this Policy when generating or sending Emails through the Services:

- Using non-permission based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails);
- Using purchased or rented Email lists;

- Using third party email addresses, domain names, or mail servers without proper permission;
- Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com);
- Sending Emails that result in an unacceptable number of spam or UCE complaints (even if the Emails themselves are not actually spam or UCE);
- Failing to include a working “unsubscribe” link in each Email that allows the recipient to remove themselves from Your mailing list;
- Failing to comply with any request from a recipient to be removed from Your mailing list within 10 days of receipt of the request;
- Failing to include in each Email a link to the then-current Privacy Policy applicable to that Email;
- Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email;
- Failing to include in each Email Your valid physical mailing address or a link to that information; and
- Including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any Email that encourages a recipient to forward the Email to another recipient
- ***Sensitive Information.*** You will not import, or incorporate into, any contact lists or other content you upload to the Services or the Site, any of the following information: social security numbers, national insurance numbers, credit card data, passwords, security credentials, bank account numbers, or sensitive personal, health or financial information of any kind.
- DuoCircle does not intend uses of the Service to create obligations under The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Gramm-Leach-Bliley Act (“GLBA”) or similar laws and makes no representations that the Service satisfies the requirements of such laws. If You are (or become) a Covered Entity or Business Associate (as defined in HIPAA) or a Financial Institution (as defined in GLBA), You agree not to use the Service for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) or Nonpublic Personal Information (as defined in GLBA).

8. PRIVACY POLICY

Please see the [Privacy Policy](#), for information on DuoCircle’s policies regarding Your personal and user information.

98. REFUND POLICY

Please see the [Refund Policy](#), regarding the refund of payments made by You to DuoCircle.