



Acceptable Use Policy

Effective: August 2017

This Acceptable Use Policy tells you what you can and cannot do when you use our Services in any possible way.

If you have any questions about restrictions set out below, if you need to file a complaint or wish to inform us of a breach of this Policy, please contact MessageBird at legal@messagebird.com with all the relevant details.

Before we get into the dos and don'ts, there are some ground rules that you should be aware of:

- We may in our sole discretion determine whether you are in violation of this Acceptable Use Policy. In doing so, MessageBird reserves the right to view the content of your messages in accordance with our [General Terms and Conditions](#) or the master agreement separately entered into with you, whichever is applicable.
- When the user behaviour violates this policy, MessageBird will provide information to law enforcement personnel or to third parties who reasonably claim to have been harmed by such conduct. We will only provide the necessary information and limit the amount of disclosed information as much as possible.
- We are not legally responsible for any misinterpretation, lack of understanding, or lack of knowledge regarding the use of our Services and the information hereunder.
- Our failure to enforce this policy in a particular instance shall not amount to a waiver of MessageBird's rights hereunder or in the event of any future violations of this policy.
- You agree to indemnify, defend and hold harmless MessageBird from any and all third party claims, liability, damages and/or costs (including by not limited to attorney fees) arising from your violation of this Acceptable Use Policy.
- MessageBird reserves the right to update this Acceptable Use Policy at any time. When changes substantially affect your rights and obligations, you'll be notified in advance. You'll be given the time to review the changes and decide whether to continue using our Services in accordance with our new terms.

We cannot write all the things you should refrain from doing. The list below is provided by way of example and is not exhaustive. It is your exclusive responsibility to comply with all applicable laws and regulations when sending SMS or making calls through our APIs. We strongly encourage you to review your proposed use

case(s) with a qualified legal counsel to make sure your intended practice(s) comply with the applicable laws and regulations. You can find examples on our [webpage](#).

READ THIS CAREFULLY

With no limitation to the following, your use of our Services, including the content of the communications you send through us:

1. shall not be false, inaccurate, misleading or fraudulent (including, without limitation, by creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin or contents of a message or other communication using your account).
2. shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
3. shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising, privacy and data protection);
4. shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
5. shall not engage in any activity that the Dutch Authority for Consumers and Markets or any similar entity or authority in any other jurisdiction has restricted or regulated with regard to proper use of the public telephony network;
6. shall not be obscene or contain child pornography;
7. shall not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
8. shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other partners, affiliates, Users or suppliers;

9. shall not in any manner violate the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, or any other industry standards;
10. shall not violate the requirements of MessageBird, a mobile operator, regulator or self-regulatory body;
11. shall not in any manner violate any applicable third party policies or requirements that MessageBird has communicated to you;
12. shall not sublicense, resell, timeshare or similarly exploit the Services;
13. shall not adversely impact the availability, reliability, or stability of the Services;
14. shall not launch or facilitate, whether intentionally or unintentionally, a denial of service attack on any of the Services;
15. shall not attempt to bypass or break any security mechanism on any of the Services or use the Services in any other manner that poses a security or service risk to MessageBird, to any user of our Services, or to any of our or their respective customers;
16. shall not reverse-engineer the Services in order to find limitations, vulnerabilities or any ways to evade filtering capabilities;
17. Shall not forward from a MessageBird virtual number to a dead endpoint (e.g. if you forward from a virtual number, you must make a reasonable attempt to receive or answer the message, as applicable);
18. Shall not offer any Emergency Services to users. "Emergency Services" shall mean services that allow a user to connect with emergency personnel or public safety answering points (PSAP) such as 911/112 or E911 services.
19. Shall not authorize, permit, enable, induce, or encourage third party to do any of the above.
20. Shall not use the Services, or any component of the Services, in any manner not authorized by MessageBird.

COMMON MISTAKES AND GUIDELINES

We provide you the tools... and some guidance too! We put together a list of common mistakes to help you assess the legitimacy of your MessageBird application.

If you do any of the following, DON'T!

- **Disregarding the applicable laws**

Depending on which country you are sending messages to and from, restrictions apply. Use our support resources as guidelines and seek legitimate consultation elsewhere to make sure your SMS strategies comply with all the applicable laws. Our useful support pages will help you navigate through them. [Here](#), you can find (almost) everything you need to know about each country we operate in. You can learn about [number restrictions](#) too. Again, this is not a legal advice; just a reminder that laws exist and (most likely) apply to you.

- **Using MessageBird numbers to provide emergency services (such as 911/112-type of communication).**

We operate an IP-based phone service and not a traditional phone service. What we offer is not a replacement or a substitute for your landline. Users are not allowed to use MessageBird numbers and services for emergency services. Our services can be used to provide information during an emergency but not as means to contacting the emergency services themselves. Nevertheless, it is okay to send non-life threatening alerts and notifications, such as event cancellations and early warning alerts. In case of important notifications, MessageBird recommends to build redundancy by deploying different alert mechanisms like alarms and sirens, when possible.

- **Misrepresenting your identity (spoofing).**

Be (and only be) yourself. You should not fraudulently identify yourself when you send SMS messages to end-users. Spoofing the Sender ID or otherwise attempting to send misleading messages to end-users in respect to your true nature is never allowed. It is a good practice to always identify your brand or name in each message and to always retain evidence of prior (internal) authorization when/if you are sending messages on behalf of third parties.

Short Message Service

- **Sending unsolicited messages without prior consent.**

You should only send SMS to recipients who have explicitly opted in to your campaigns and are expecting communication from you. Opt-in must be explicit. This means that you should not assume consent on the basis of published and available contact details. If phone numbers are available on a website, that does not give you permission to add them into your marketing lists without prior approval. Also, refrain from buying third parties lists and from contacting end users on do-not-call or do-not-disturb registries. There are no “totally cool and reliable lists of 1 million opt-in emails”. One more advice. Keep a documentation of lawful opt-in consent. You might need it.

Violations of these provisions might result in deactivation and third party liability. MessageBird actively makes sure that this practice is respected. You agree to our right to request opt-in proof, together with other relevant information such as the general purpose of your SMS campaign(s) and an SMS sample.

If you fail to provide evidence of confirmation of your recipients to have opted in for receiving these messages within 24 hours from the delivery of our request, messagebird reserves the right to deactivate your account.

When this occurs, the purchased credits will be refunded. We will also block your account in case of complaints from any third-party and/or recipient/end user or where your behaviour is reasonably believed to violate our Terms of Use and this policy.

Do not spam. Do not spam. Do not spam.

If they don't reply, they're not interested. That said, you should not send multiple, identical, and/or similar messages to the same destination/recipient. Be aware that some countries allow companies to use specific types of messages only during certain hours of the day.

- **Sending mass marketing or bulk messaging**

SMS marketing strategies have a wide range of benefits. However, they have their own rules. Mass marketing restrictions apply and vary from country to country. You can read more about **Bulk SMS** too. In the Netherlands, there are different requirements depending on whether you operate peer to peer (P2P) or application to person (A2P) services. Operators in the US reserve the right to filter and block bulk messages when using 10-digit numbers when sending those messages.

- **Engaging in fraud or phishing.**

We do not support nor accept fraudulent activities. For example, collecting confidential information by requesting responses via SMS without prior contact and/or consent is not allowed. If you are an end-user victim of a similar practice, you can report a violation to fraud@messagebird.com. We will make sure to investigate and take the appropriate steps to stop such behaviour without undue delay. We also recommend you to bring your case before the relevant consumer protection authority in your jurisdiction.

- **Harassing or Sending SMS with obscene or objectionable content.**

Do not send pictures or texts that contain or promote or in any way potentially further illegal activities or violate any applicable laws and/or accepted best practices which are likely to cause offense to recipients. Sending threats and any unwanted SMS messages is not allowed either. Engaging in activities or transmitting through the Services any information that is libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age is prohibited.

- **Sending Health-sensitive information**

If you operate in the US, think twice before sending HIPAA-protected personal information via our Services. We are not your “business associate”. The SMS industry in general is not HIPAA-compliant. Talk to your lawyers about your use case before signing up.

Voice

- **Recording calls without consent**

MessageBird respects consumer protection. Before you record your calls, you should notify and obtain authorization from your end-users. This applies to most of the jurisdictions we operate in. Wouldn't you want to know if you were being recorded?

- **Minimum usage and call duration requirements**

You agree that the following minimum usage and call duration requirements, which will be measured at the master account level on a calendar month basis, apply to your use of the Services, and you understand that we will provide you with notice of any violation of these requirements and allow you thirty (30) days to comply before taking any further action with your account in accordance with the Terms of Service or your agreement with MessageBird:

1. Each phone number must have at least two (2) transmissions, which may be in the form of an outbound call or SMS message.
2. No more than 10% of your outbound voice calls may be under twelve (12) seconds in duration.
3. No more than 10% of your inbound toll-free voice calls may be under twelve (12) seconds in duration.
4. No more than 10% of your inbound toll-free calls may be incomplete (i.e. unanswered).