



Fair Use Policy for Video Calls

Version 1.2, 31st August, 2020

This Fair Use Policy (“FUP”) applies to Customer’s use of video call technology offered by Netmedia Ltd (Parents Booking) through Twilio Inc. or any of its Affiliates.

In the event of any conflict or inconsistency among the following documents, and, except as otherwise set expressly forth in an Order Form, the order of precedence shall be (1) this FUP, (2) product-specific terms, (3) the Agreement, and (4) the Documentation.

Terms

“*Netmedia Ltd Services*” means the video call and associated electronic conferencing services that are ordered by Customer under an Order Form/Quotation, or provided by Netmedia Ltd to Customer on a trial basis or otherwise free of charge. Netmedia Ltd Services generally consist of: (a) integrated video call technology, using the Twilio application programming interface (also known as Twilio APIs) and where applicable, (b) connectivity services, that link the Netmedia Ltd integration with Twilio’s video calls Services to the telecommunication providers’ networks via the Internet.

“*Services*” means, collectively, Netmedia’s integration with Twilio’s video call services.

“*Sensitive Data*” means any personal information belonging to an individual. Personal information is defined as information which makes a person identifiable. Examples include (a) passport number, driver’s license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card), financial information, banking account numbers or passwords; (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) account passwords, mother’s maiden name, or date of birth; (f) criminal history; or (g) any other information or combinations of information that falls within the definition of “special categories of data” under GDPR or any other applicable law relating to privacy and data protection.

Prohibited Uses

Customers agree not to use, and, not to encourage or allow any End User to use, the Services in the following prohibited ways:

1. Using the Services in a manner that is or otherwise encourages (a) any illegal, fraudulent, or abusive activities or (b) materially interfering with the business or activities of Netmedia Ltd, Twilio or harms other Netmedia Ltd or Twilio customers.
2. Attempting to bypass or break any security mechanism on any of the Services or using the Services in any other manner that poses a material security or service risk to Netmedia Ltd, Twilio or any of its other customers.
3. Reverse-engineering the Services in order to find limitations, vulnerabilities, or evade filtering capabilities.

4. Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of the Services or any other conduct that materially and adversely impacts the availability, reliability, or stability of the Services.
5. Transmitting any material, data, or content that contains viruses, Trojan horses, spyware, worms or any other malicious, harmful, or deleterious programs.
6. Violating or facilitating the violation of any applicable laws or regulations of any applicable jurisdiction, including, without limitation, (a) applicable laws or regulations related to the transmission of data and recording or monitoring of phone calls and other forms of communication; (b) applicable laws or regulations that prohibit engaging in any unsolicited advertising, marketing, or transmission of communications; (c) applicable anti-spam laws or regulations; or (d) applicable data protection or privacy laws, regulations, or legislation.
7. Using the Services in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS or MMS messages, chat, voice mail, video, email, or faxes.
8. Using the Services to harvest or otherwise collect information about individuals, including email addresses or phone numbers, without their explicit consent or under false pretences.
9. Using the Netmedia Ltd Services to record or monitor a phone call or other communication without securing consent from the participants to the phone call or other communication as required under applicable law.
10. Using the Services in a manner that generates inquiries from a law enforcement, government, or regulatory agency or triggers such an agency to request the suspension of the Services to Customer and/or Customer's phone numbers.
11. Using the Services to transmit any material, data, or content that infringes the intellectual property rights or other rights of third parties.
12. Using the Services to transmit any material or content that is, facilitates, or encourages libellous, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material or content that Twilio reasonably believes degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category.
13. 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 of a message, email, or phone call.
14. Using the Netmedia Ltd Services in any manner that causes a telecommunications provider to complain about such use to Netmedia Ltd or Twilio
15. Using the Netmedia Ltd or Twilio Services to transmit any material or content that is offensive, inappropriate, pornographic, obscene, illegal, or otherwise objectionable to any person or entity, including cannabis-related terms or images.

Additional Information

Sensitive Data

The Customer is responsible for ensuring that suitable safeguards are in place prior to transmitting or processing any Sensitive Data over the Services, or prior to permitting End Users to transmit or process Sensitive Data over the Services.

Updates to this FUP

Prior Notice: Netmedia Ltd may update the terms of this FUP from time to time and will provide the Customer with written notice of material updates.