

Effortless IQ Acceptable Use Policy (AUP)

Services Provided

Effortless IQ provides web-based business software solutions, including ezIQ™ and Referzy™. All products and services provided by Effortless IQ may be used for lawful purposes only. Transmission or storage of any information, data, or material in violation of any United States federal, state, or local laws is strictly prohibited. Customer agrees to indemnify and hold harmless Effortless IQ from any claims resulting from customer's use of the service which damages customer or any other parties, including attorney's fees. Effortless IQ will not be liable for any interruptions in service or other monetary loss related to enforcement of the Effortless IQ Terms of Service (TOS), including this Acceptable Use Policy.

Customer Obligations

Customer agrees to use Effortless IQ's services in a manner that is legal, appropriate, and conforms to industry standards and to respect the privacy of consumers. More specifically, customer agrees to abide by Effortless IQ's requirements governing the use of the various components of the services, as described below:

Email

Effortless IQ strictly prohibits any involvement in unsolicited commercial email campaigns (UCE, more commonly called "SPAM").

Effortless IQ maintains a zero-tolerance policy against spam, whether direct, indirect or through any affiliate or agent acting on the customer's behalf.

Customer shall have proof that all individuals in the customer's database have opted in or otherwise agreed to receive communications from customer.

All lists used in conjunction with the services provided by Effortless IQ are required to be 100% solicited (opt-in) lists. This means that the individuals on the list have explicitly agreed to receive information from your business entity. The practice of bartering, purchasing, or renting lists of names and sending emails to those people is strictly prohibited.

Privacy Policy

Customer must enforce and abide by a privacy policy which protects its customers' personal information in the customer's possession or under its control. Such privacy policy at a minimum must be as stringent as Effortless IQ's privacy policy.

Unacceptable Use

Effortless IQ may terminate customer's account if customer engages in any practice that is, in Effortless IQ's sole discretion, objectionable, unlawful, obscene, pornographic, threatening, abusive, libelous or hateful, or that encourages conduct which would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. This includes, but is not limited to:

content that in any way exploits minors under 18 years of age
viruses, worms, phishing, malware, or any other potentially harmful software
marketing to any lists of associations, memberships, voters or realtors, or any other lists whose recipients did not express explicit consent to receive such marketing material
products, services, or content that are often associated with abusive business practices or spam, such as:

Pornography or illicitly pornographic sexual products, including but not limited to adult magazines, video, software, escort services, dating services, or community promotions. Illegal drugs, software, media, or other goods.

Instructions on how to assemble or otherwise make bombs, or other weaponry.

Online pharmaceutical sales.

Debt collections, credit repair and debt relief offerings.

"Get Rich Quick" and other similar offers.

Odds making and betting/gambling services, including but not limited online casino games, and sporting events.

Change of Terms of Service

Effortless IQ reserves the right to change the terms and conditions of this policy, as needed.

Use of Effortless IQ's software and/or services by customer after said changes constitutes customer's acceptance of the new Policy.

Effortless IQ will inform customer when significant changes are made to any policies under the Effortless IQ Terms of Service by means of the customer's email, currently on file.

ALL CUSTOMERS AND AFFILIATES AGREE TO ALL TERMS CONTAINED HEREIN. DIGITAL ACCEPTANCE IS ACHIEVED WHEN CUSTOMERS OR AFFILIATES ACCESS OR IN ANY WAY USE EFFORTLESS IQ SERVICES.

FAILURE TO AGREE AND COMPLY WILL RESULT IN IMMEDIATE TERMINATION OF SERVICES.

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