

Acceptable Use Policy

This Acceptable Use Policy covers the products, services, and technologies (collectively referred to as the “Products”) provided by Spark Aspiration under any ongoing agreement. This policy is designed to protect us, our customers, and the general Internet community from unethical, irresponsible, and illegal activity.

Spark Aspiration customers, which include users of Recipe Diary services, found to be engaging in activities prohibited by this Acceptable Use Policy can be liable for service suspension and account termination. In extreme cases, we may be legally obliged to report such customers to the relevant authorities.

This policy was last reviewed on 13 October 2022.

Fair use

We provide our facilities with the assumption your use will be “business as usual”, as per our offer schedule. If your use is considered to be excessive, then additional fees may be charged, or usage may be restricted.

We are opposed to all forms of abuse, discrimination, rights infringement, and/or any action that harms or disadvantages any group, individual, or resource. We expect our customers and, where applicable, their users (“end-users”) to likewise engage our Products with similar intent.

Customer accountability

We regard our customers as being responsible for their own actions, as well as for the actions of anyone using our Products with the customer’s permission. This responsibility also applies to anyone using our Products on an unauthorized basis as a result of the customer’s failure to put in place reasonable security measures.

By accepting Products from us, our customers agree to ensure adherence to this policy on behalf of anyone using the Products as their end users. Complaints regarding the actions of customers or their end-users will be forwarded to the nominated contact for the account in question.

If a customer — or their end-user or anyone using our Products as a result of the customer — violates our Acceptable Use Policy, we reserve the right to terminate any Products associated with the offending account or the account itself or take any remedial or preventative action we deem appropriate, without notice. To the extent permitted by law, no credit will be available for interruptions of service resulting from any violation of our Acceptable Use Policy.

Prohibited activity

Customer agrees to hold Spark Aspiration and its services, including Recipe Diary, innocent in events arising from any form of prohibited activity, and agrees to fully defend Spark Aspiration from claims including but not limited to:

Copyright infringement and access to unauthorized material

Our Products must not be used to transmit, distribute or store any material in violation of any applicable law. This includes but isn't limited to:

1. any material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and
2. any material that is obscene, defamatory, constitutes an illegal threat or violates export control laws.

The customer is solely responsible for all material they input, upload, disseminate, transmit, create or publish through or on our Products, and for obtaining legal permission to use any works included in such material.

SPAM and unauthorized message activity

Our Products must not be used for the purpose of sending unsolicited bulk or commercial messages in violation of the laws and regulations applicable to your jurisdiction ("spam"). This includes but isn't limited to sending spam, soliciting customers from spam sent from other service providers, and collecting replies to spam sent from other service providers.

Our Products must not be used for the purpose of running unconfirmed mailing lists or telephone number lists ("messaging lists"). This includes but isn't limited to subscribing email addresses or telephone numbers to any messaging list without the permission of the email address or telephone number owner, and storing any email addresses or telephone numbers subscribed in this way. All messaging lists run on or hosted by our Products must be "confirmed opt-in". Verification of the address or telephone number owner's express permission must be available for the lifespan of the messaging list.

We prohibit the use of email lists, telephone number lists or databases purchased from third parties intended for spam or unconfirmed messaging list purposes on our Products.

This spam and unauthorized message activity policy applies to messages sent using our Products, or to messages sent from any network by the customer or any person on the customer's behalf, that directly or indirectly refer the recipient to a site hosted via our Products.

Unethical, exploitative, and malicious activity

Our Products must not be used for the purpose of advertising, transmitting, or otherwise making available any software, program, product, or service designed to violate this Acceptable Use

Policy, or the Acceptable Use Policy of other service providers. This includes, but isn't limited to, facilitating the means to send spam and the initiation of network sniffing, pinging, packet spoofing, flooding, mail-bombing, and denial-of-service attacks.

Our Products must not be used to access any account or electronic resource where the group or individual attempting to gain access does not own or is not authorized to access the resource (e.g. "hacking", "cracking", "phreaking", etc.).

Our Products must not be used for the purpose of intentionally or recklessly introducing viruses or malicious code into our Products and systems.

Our Products must not be used for purposely engaging in activities designed to harass another group or individual. Our definition of harassment includes, but is not limited to, denial-of-service attacks, hate-speech, advocacy of racial or ethnic intolerance, and any activity intended to threaten, abuse, infringe upon the rights of, or discriminate against any group or individual.

Other activities considered unethical, exploitative, and malicious include:

1. Obtaining (or attempting to obtain) services from us with the intent to avoid payment;
2. Performing actions which result in abnormal billing costs with our Third Party providers (outlined in our Privacy Policy);
3. Using our facilities to obtain (or attempt to obtain) services from another provider with the intent to avoid payment;
4. The unauthorized access, alteration, or destruction (or any attempt thereof) of any information about our customers or end-users, by any means or device;
5. Using our facilities to interfere with the use of our facilities and network by other customers or authorized individuals;
6. Publishing or transmitting any content of links that incite violence, depict a violent act, depict child pornography, or threaten anyone's health and safety;
7. Any act or omission in violation of consumer protection laws and regulations;
8. Any violation of a person's privacy.
9. Creating or utilizing a bot, or other form of automation, to perform any of these actions outlined above on behalf of an individual or third-party.

Our Products may not be used by any person or entity, which is involved with or suspected of involvement in activities or causes relating to illegal gambling; terrorism; narcotics trafficking; arms trafficking or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles; in each case including any affiliation with others whatsoever who support the above such activities or causes.

Any costs incurred as a result of a customer's prohibited activity, including those incurred by both authorized and unauthorized users of a customer's account (including bots, or a similar automated mechanism), must be repaid upon notice, or otherwise face prosecution to the fullest extent of the law.

Unauthorized use of Spark Aspiration property

We prohibit the impersonation of Spark Aspiration, the representation of a significant business relationship with Spark Aspiration, or ownership of any Spark Aspiration property (including our Products and brand) for the purpose of fraudulently gaining service, custom, patronage, or user trust.

About this policy

This policy outlines a non-exclusive list of activities and intent we deem unacceptable and incompatible with our brand. Should you terminate your account with Spark Aspiration and its related services, this policy shall continue to be in effect in perpetuity, unless prohibited by law or regulation.

We reserve the right to modify this policy at any time by publishing the revised version on our application. The revised version will be effective from the earlier of:

- the date the customer uses our Products after we publish the revised version on our services; or
- 30 days after we publish the revised version on our services.