

# Viber Acceptable Use Policy

*[Last Updated: February 17, 2024]*

Viber allows and encourages users to share and express their thoughts and content in a safe environment, this Acceptable Use Policy ("AUP") apply to all content made available through Viber, including without limitation through the Viber App, Viber API, Chatbot, Communities and Channels, Viber Pay Services, etc. all as governed and defined under the [Viber Terms of Service](#), the [Viber Developer Terms](#) or [Viber Pay Terms](#), as applicable (each separately or collectively shall be referred herein after as the "Terms"). This AUP is an integral part of our Terms which sets out specific rules for what content we allow on Viber.

We would like Viber to be a safe and positive experience for everyone. As Viber cannot anticipate every situation that might come up, we reserve the right to decide, in our sole discretion, what content violates our policies and will not be permitted on the platform.

We reserve the right, at our discretion, to revise or update this AUP at any time. Such changes shall be effective upon the publication of the amended AUP on our website. The last revision will be reflected in the "Last Updated" heading above. Your continued use of our Services following such revisions, constitutes your consent to such changes and you agree to be bound by them. Please make sure to review our AUP periodically for any changes.

## Respect the Law and Our Terms

*You must access and use our Services only for legal, authorized, and acceptable purposes. Do not use Viber for any illegal activities including to buy or sell illegal drugs, goods or services.*

You must use our Services according to our Terms and posted policies. If you violate our Terms or policies, we may take action with respect to your Account, including disabling or suspending your Account. The content you post or create through our Services shall not break any local, state or federal law or advise on how to break such laws or otherwise promote illegal activity or unsafe behavior. This includes, but is not limited to, defamation (libel), slander, credit card fraud, instructions on how to gain unauthorized access to computers, identity theft, contempt of court, the publicizing, selling, buying or trading of regulated goods (e.g., non-medical drugs, marijuana, firearms etc.) and how to use them, selling, buying or trading counterfeit goods, instructions on how to make a bomb or weapon, or the posting of content that may compromise national security or interfere with an investigation by law enforcement.

## Keep the Peace

*Do not encourage violence, do not sell use the Services to buy any type of weapon, do not threaten to hurt a person or property, do not post any type of violent content, or encourage self-harm.*

Overly graphic expressions of violence, in any form including video clips, from games or films, in particular where the violence is glorified or encouraged, are not allowed. This includes extreme depictions or descriptions of violence, whether real or simulated, criminal activity, accidents and credible threats of violence or physical harm to any individual or group. Viber does not allow the promotion or encouragement of self-harm or self-injury, including without limitation, eating disorders or alcohol and hard drug abuse.

## Loving Vibes Prevail

*We have no tolerance for violent extremism or terrorism content and prohibit terrorist organizations or hate groups to use our Services, post content, sell or buy any goods, or communicate through our Viber App. Hate speech content is prohibited.*

We defend the right to express unpopular points of view, but we do not allow hate speech which attacks or demeans a particular individual or group of people based on their ethnic or national origin, race, religion, disability, gender, gender identity, age or sexual orientation or other social or cultural factors. Please be aware that hate speech includes public incitement to violence or hatred directed against such people and can be provided orally, in text form, pictures or other media form.

Hate speech can include publicly condoning, denying or grossly trivializing crimes of genocide, crimes against humanity and war crimes, when the conduct is carried out in a manner likely to incite violence or hatred against such a group or a member of such a group. We encourage you to share newsworthy content, content that relates to a matter of political, social, or other general concern to our community, however, you need to make sure the content is accurate, appropriate and factual. Content that promotes extreme political views, potentially used in the radicalization of vulnerable members of the community is prohibited.

Content that is related to terrorism, including the planning of a terrorist attack, promoting terrorist groups, is strictly prohibited. We may remove such content, disable accounts and work with law enforcement agencies (as necessary under applicable law) when we believe that there is a genuine risk of physical harm or a direct threat to public safety under such circumstances.

## Sexual Content

*We prohibit pornographic content, nudity in certain non-sexual contexts may be permitted, such as breastfeeding, we will report child sexual content to the authorities.*

We allow a level of nudity within the context of a family-friendly setting, for example, breastfeeding and photos of art and sculptures. We do not however allow sexually explicit content or pornographic content. We may remove any content that depicts, threatens or promotes sexual violence, sexual assault or that sexually exploits an individual. We may also remove content that displays, advocates for or coordinates sexual acts.

Content that seeks to exploit or harm children by exposing them to inappropriate content, exposing them to content that may impair their physical, mental or moral development, asking for personally identifiable details or otherwise, is strictly prohibited. Additionally, Content that includes or glorifies the sexual abuse and sexual exploitation of children, including child pornography, constitutes a serious violation of the fundamental rights of children and the particular victim of such content and is also strictly prohibited. We will remove and may report to the applicable authorities (if required under applicable law) any Content that exploits children immediately when we become aware of it.

### **Be Yourself, be Truthful and Accurate**

*Do not pretend to be someone you are not or attempt to deceive people about who you are. Do not use Viber to publish knowingly false information such as false medical claims, rumours, denying historical events or other false misleading facts.*

You may not use our Services for the purpose of impersonating any other person or taking on any other individual's identity, including the use of our Services through a device not owned by you or that you are using without the device owner's authorization. Do not publish falsehoods, misrepresentations, or misleading statements.

We furthermore do not allow to post content that impersonates or misrepresents a poster's connection to another entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content. We do not allow deceptive or fraudulent links, such as wrongly describing a link, setting misleading click-through links on images, or embedding links to interstitial or pop-up ads.

### **Harassment and SPAMMING**

*Do not use Viber to send bulk messages or auto-calls, do not harass or bully anyone, do not share any private or personal information.*

We do not allow the publishing or collection of personal data or private information of others. This includes but is not limited to: an individual's name, telephone number, email address, home address, bank details, financial information, social security numbers, passport or ID number. We may remove any such content especially if it has the potential of leading to the physical or financial harm of the individual that such information pertains to.

Further, sharing another person's private information or private spaces such as medical facility, bathroom or bedroom, without their knowledge and consent is not allowed. If a Viber user asks you to remove content you shared - please do!

Do not SPAM, do not send bulk messages, impermissible communications such as bulk messaging, auto-messaging and auto-dialling.

## **Respect Viber and our Services**

*Respect Viber and our brands, trademarks, respect our users, use our Services safely and securely.*

You must avoid any conduct that is likely to result in any damage to us, our users or any of our affiliates or any entity or individual acting on our behalf or bring us into disrepute.

You may not use the Services in order to distribute malware, virus software, root kits, password crackers, spyware, adware, key stroke capture programs and other programs that are normally used for malicious activity. Furthermore, the use of the Services to violate or interfere with the security or integrity of any network, computer or communications system, software, or device is also prohibited.

We do not allow content which advertises any commercial endeavour (such as the advertisement of products or services), or otherwise involves commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, or soliciting goods or services) which violates the [Viber Advertising Policy](#).

## **Respect Intellectual Property Rights of Others**

*Viber initiated a process to report claims of third-party copyright, trademark, or other intellectual property infringement, if you infringe the intellectual property rights of others, we may take action with respect to your Account, including disabling or suspending your Account.*

The Viber Terms explicitly prohibit violation of intellectual property rights, this includes copyrights and trademarks. To report such infringement, go to the [Reporting](#) section.

We do not allow to publish content which infringes upon any intellectual property rights or that promotes, sells or advertise products that encourage violation of such rights, such as VPNs, streaming websites, torrent sites, and similar activity.

We also do not permit the posting of content which the poster does not have the right to post in accordance with any contractual or other relationship (e.g., insider information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement).

## No Loop Holes

We do not permit the posting of content that contains links to other websites which include the non-permissible content including the content that is described in this AUP.

## Reporting

*We urge our users and applicable authorities to report any content or activity which do not comply with these Terms. We at Viber may also report directly to the authorities in certain cases and encourage you to do the same if you feel the content can lead to a criminal event.*

You can report any content to our safety and support team by either using our in-app reporting feature or by completing the form available within our Support portal (<https://vb.me/ContactUs>). We review these reports to determine whether there is a violation of this AUP or the Viber Terms and any action needs to be taken (“**Reported Content**”).

Viber further reserves the right to use artificial intelligence and machine learning tools as well as human teams to pre-moderate and review content published for any potential illegal content or content that violates this AUP and our Terms.

We may remove the offending content, terminate or limit the visibility of your Account, or notify law enforcement. Viber may remove any Reported Content, at its sole discretion, if it finds it to be in breach of the AUP, Viber Terms or applicable law. We will make best efforts to notify the parties of our decision, however if we were not able to do so, you may [appeal](#) or contact our support.

Viber further reserves the right to block or suspend a user from using its Services or the reporting feature if it determines that such user frequently submits reports or complaints that Viber has determined are manifestly unfounded.

## Intellectual Property Infringement Reporting

Viber has adopted the following procedures to respond to alleged **copyright infringement** in accordance with the Digital Millennium Copyright Act, among other copyright regulations (“**Copyright Reporting**” or “**Copyright Claim**”). You can mail a complete Copyright Claim to Viber copyright agent (“**Designated Agent**”):

Viber DMCA Officer

Viber Media S.à r.l.

2, rue des Fossé, L-1536 Luxembourg, Grand Duchy of Luxembourg

Support portal: <https://vb.me/ContactUs>

Before submitting a Copyright Claim, you may want to ask the Viber user you believe may be infringing your copyright to remove it. You may be able to resolve the issue

without contacting us. If you do decide to report to our Designated Agent, the Copyright Claim shall include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;
4. Contact information about the copyright owner including address, telephone number and, if available, e-mail address. If you are not the owner of the copyright that has been allegedly infringed, please describe your relationship to the copyright owner;
5. A statement that you have a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Upon receiving the Copyright Claim, Viber shall remove the content and notify the content provider and enable the content provider to report a counter notice, the counter notice shall include the following (“**Counter Notice**”):

1. A physical or electronic signature of the content provider;
2. Identification of the material that has been removed or to which access to has been disabled and the location at which the material appeared before it was removed or disabled;
3. A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
4. Content providers address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction.

If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider,

member or user, the removed material may be replaced or access to it restored in 14 business days or more after receipt of the counter-notice, solely at our discretion.

In addition to the Copyright Reporting Viber allows you to submit a report regarding a trademark infringement and request Viber to remove any alleged trademark infringing content ("**Trademark Claim**"). You can submit a Trademark Claim to Viber through Viber **Contact Us Form** available [here](#).

## Law Enforcement Authority Request

We strongly encourage you to contact your local law enforcement agency immediately if you ever feel that a crime has been committed or will be committed in the near future via our Services or otherwise. Such law enforcement agencies may contact us directly following your report to them in which case, we will make our best effort to cooperate with them and support any investigation that they wish to conduct. Furthermore, we may report any activity that is suspected by us to violate applicable law to the relevant law enforcement authorities or other applicable third parties.

Depending on the jurisdiction of any one governmental or law enforcement agency, a governmental or law enforcement agency may be able to request certain information or access to the Services, in accordance with our Terms and as further explained in our [Governmental and Law Enforcement Authority Request Guidelines](#). Please see our [Privacy Policy](#) for more information.

If you are a governmental authority or law enforcement, please review the page: [Law Enforcement and Governmental Authority Informational Page](#).

## Appeals

In the event that we choose to take action against any particular user with respect to any content that he or she has posted or we decide to remove or refuse to distribute such content, you may appeal or contest our decision to remove content or disable, block or suspend your Account by contacting us through Viber **Contact Us Form** available [here](#). Please include your reasoning as to why you feel our decision was incorrect. If we feel that our decision was in fact incorrect, we will notify you of such and rectify the situation by putting the content back, reactivating your account or the Services for you (as applicable) and removing any strikes or restrictions so that this will not be held against you in the future.

If you think that our decision was made in breach of our own Terms, you have a right to bring a claim for breach of contract in accordance with section 18 ("Arbitration, Class-Action Waiver") of [Viber's Terms of Service](#).

## DSA-related inquiries

You may contact us at our Support portal (<https://vb.me/ContactUs>) or at [dsa@viber.com](mailto:dsa@viber.com) regarding any question relating to our compliance with obligations of the Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (“EU Digital Services Act”).