

## KHOROS COMMUNITY TERMS AND CONDITIONS

These terms and conditions (“T&Cs”) apply to your use of the Khoros Community Site (“Community”). You agree to abide by these T&Cs whenever you use the Community, navigate through its pages or resources, or read or use documents and information posted on the Community (collectively referred to as “use”).

**I. PURPOSE.** The Community is a peer-to-peer and support channel for people and brands who want to create customers for life! The Community has discussion and education pieces on our software, as well as thought leadership on digital best practices. Although we designed the Community to focus on our customers, partners, and employees, we welcome anyone with an interest in enterprise communities, customer loyalty, and brand-building to join.

### II. CONDUCT.

1. You must have your own username and password. You may not share your username or password, even with your colleagues, teammates, or other company employees.
2. You are responsible for activity that occurs and statements/posts made under your username. So, please ensure that your password is strong and kept private.
3. You may not post or send:
  - a. Content that is abusive, vulgar, obscene, hateful, threatening, defamatory, bigoted, racially offensive, fraudulent, confidential, or that discloses at person’s private or personal matters. Content includes language, information, or images.
  - b. Political or religious statements or commentary.
  - c. “Rants,” “slams,” or legal threats against Khoros, another company, or an individual.
  - d. Off-topic comments not related to enterprise communities or Khoros’s services.
  - e. Any material that you do not have the right to post (such as trade secrets or information subject to an NDA).
  - f. Language that promotes illegal activity or discusses illegal activities with the intent to commit them.
  - g. Advertising (including advertising links or company insignia in signatures), promotional materials, or other forms of solicitation including chain letters, pyramid schemes, class action suits, or charitable appeals.
  - h. Any file or link to a file that contains viruses, corrupted files, “Trojan Horses,” or any other contaminating or destructive features that may damage or infect someone’s computer.
  - i. Duplicate posts, spam messages, or posts repeated excessively on one or more boards.
  - j. Messages designed to evade profanity or other filters.
  - k. Personal information of yours or another person (such as phone numbers, address, personal email address, social security number, medical information, or banking information).
  - l. Hyperlinks that lead to sites that violate any of the restrictions in Section II.3.a.
  - m. Any post that impersonates another person or affiliation with a company, including, but not limited to, Khoros.
4. In addition, you may not:
  - a. Intentionally violate any applicable law or regulation while accessing and using the Community.
  - b. Interfere with the Community, forum operations, a fellow user’s message box (such as mail or “post” bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, broadcast attacks, or attempts to avoid messaging blocking).
  - c. Evade bans or suspensions or otherwise disregard the directions of Community moderators or administrators.
5. Khoros moderators have full discretion, without notice, to remove any post or thread, delete words that violate the T&Cs, or ban or suspend your account.
6. If you notice any violation of these T&Cs, please let us know by emailing us ([communityhelp@khoros.com](mailto:communityhelp@khoros.com)) or using the “Report Inappropriate Content” feature in the “Options” menu of the post.

**III. DEVELOPER DOCUMENTS.** The Community hosts some of Khoros’s developer documentation for its software applications (“Developer Documents”). Your Community credentials will also allow you to access Developer Documents located on our developer portal (currently, [developer.khoros.com](http://developer.khoros.com)). All Developer Documents, wherever located or accessed, are confidential and contain trade secrets and other Khoros-owned and protected intellectual property. However, in the spirit of partnership, current and future, we provide access to these documents. By accessing and viewing the Developer Documents you agree that you will not, either individually or behalf of a third-party, directly or indirectly: (1) misappropriate or infringe on Khoros’s intellectual property rights; (2) reverse engineer, decompile, disassemble, disclose, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of Khoros’s platforms and applications; (3) modify, translate, or create derivative, or competing works; (4) use or view the documents to develop, improve, or modify a product or service that

competes with Khoros; or (5) share these documents with others who have not agreed to this notice. And, you acknowledge that even though a Developer Document is not labeled confidential that it is, nonetheless, confidential.

#### **IV. COPYRIGHT INFRINGEMENT**

1. If you believe that work belonging to you has been copied onto the Community without your permission, please notify us by email ([communityhelp@khoros.com](mailto:communityhelp@khoros.com)) or mail (Legal Department, Khoros LLC, 7300 Ranch Road 2222, Building 1, Austin, Texas 78730).
2. In accordance with the Digital Millennium Copyright Act, your notification must:
  - a. be signed by a person authorized to act on behalf of the owner of the allegedly infringed right.
  - b. identify the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, provide a representative list.
  - c. Identify the material on the Community that is claimed to be infringing or the subject of infringing activity and that is to be removed or access to which is to be disabled, and information that allows us to locate the material.
  - d. Provide contact information for the complaining party (email address, physical address, or telephone number).
  - e. Include a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
  - f. Include a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### **USER PROFILE INFORMATION**

1. We may refuse to grant you, and you may not use, a user name or email address that is already being used by someone else, that impersonates another person, that belongs to another person (without that person's consent), that violates the intellectual property or other rights of any person, that is vulgar or offensive, or that we reject at our sole discretion.
2. In consideration of your use of the Community, you agree that all your profile information is accurate, true, current, and complete. Khoros may terminate your account if any of your profile information is inaccurate, false, out of date, or incomplete.

#### **MEMBER GENERATED CONTENT**

1. The Community's content comes from many sources, but mainly from Community members. As such, Khoros makes no claims or representations as to the accuracy, completeness, or truth of any information or documents posted on the Community. Khoros, accordingly, is not liable for any of the Community's content.
2. Khoros is not liable for any links posted in the Community and users are, therefore, opening links at their own risk.
3. Khoros is not liable for any errors or delays in the content or transmission of posts.
4. You are responsible for your decision to act or not act upon the Community's content. Not Khoros.
5. Khoros does not guaranty of the confidentiality or privacy of any communication or information transmitted on the Community or otherwise in connection with the Community. And Khoros will not be liable for the privacy of email addresses, registration and identification information, or your confidential or trade-secret information.

**UNAUTHORIZED USE.** If your username or password is compromised, if you become aware of any unauthorized use of your account, or you notice another breach of security, you must notify us immediately ([communityhelp@khoros.com](mailto:communityhelp@khoros.com)).

**OTHER APPLICABLE TERMS.** In addition to these T&Cs, your use of the Community is subject to:

1. Khoros Website Disclaimer: <http://www.Khoros.com/disclaimer/>
2. Khoros Privacy Policy: <http://www.Khoros.com/privacy/>
3. Khoros Terms of Use and API Terms: <https://khoros.com/terms>

#### **MISCELLANEOUS**

1. You must be 18 years of age or older to access the Community.
2. The language of the Community is English.
3. Khoros reserves the right to modify these T&Cs at any time, effective upon posting of the modified T&Cs.

**IF YOU DO NOT AGREE TO COMPLY WITH ANY OF THESE T&CS, YOU ARE NOT PERMITTED TO USE THE COMMUNITY.**