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Qualys Community Terms of Use Agreement

 Document created by **Robert Dell'Imagine**  on May 20, 2011 • Last modified by **Keith Shaw** on Nov 29, 2017
 **Version 5**

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Legal Agreement

By using the Qualys Community website at <http://community.qualys.com> (the “Site”), you indicate your consent to and acceptance of the terms of this Qualys Community Terms of Use Agreement (referred herein as “Terms of Use” or “Agreement”). If you do not agree with the terms of this Agreement, please terminate your use of the Site immediately.

This Agreement describes the legal relationship between you (referred to in this Agreement as “you”, “yours” or “user”) and the operator of the Site (Qualys, Inc and its affiliates, referred to in this Agreement as the “Site”, “we”, “us” or “our”) relating to your use of the Site and to any content that you post, upload, or submit to the Site. Please read this document carefully. Participation in the Site is void where prohibited. The Site is not intended for use by anyone who is under the age of eighteen (18) and specifically for children under the age of thirteen (13). By using the Site, you represent that you are age eighteen (18) or over and that you agree to and to abide by all of the terms and conditions of this Agreement.

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of the Agreement at any time without further notice. If we do this, we will post the changes to the Agreement on this page and will indicate at the bottom of this page the date these terms were last revised. Your continued use of the Site after any such changes constitutes your acceptance of the new Agreement. If you do not agree to abide by these or any future Agreement, do not use or access (or continue to use or access) the Site. It is your responsibility to regularly check the Site to determine if there have been changes to the Agreement and to review such changes.

Privacy

The Qualys.com Privacy Policy, which sets forth our policies concerning how we collect, use, maintain and share your personal information, can be found at www.qualys.com/privacy, the content of which is incorporated herein by this reference as if set out in full.

Account Registration

When you register with the Site, you provide us with certain personal information, such as your first name, last name, email address and a username. You may optionally provide us the name of your business contact information (including company name, type of company,) and biographical or area of expertise.

Upon completion of the registration, Qualys will send an email to the address you provided at registration which shall include a password to the Site.

Copyright Notice

The Site is provided for your personal use only. Other than content that users submit in accordance with the terms of this Agreement, most of the material on the Site, including graphics, text, design, buttons, logos, images, and icons, as well as the selection, assembly, and arrangement of the Site, is the sole property of the operators of the Site. Users of the Site may not modify, reproduce, republish, or distribute any material from the Site in any form without the prior written permission of Qualys or the original copyright holder.

User-Provided Content

You acknowledge that the Site including postings, messages, articles, text, files, images, graphics, photos, audio clips, sounds, video or other materials (the "Content") have been submitted by third parties, including, without limitation, other users of the Site. You agree that we are a community forum and not a publisher with respect to the Content provided by third parties, and that we are not responsible for reviewing or editing any third party Content. Any opinions, advice, statements, services, offers or other information contained in third party Content are those of their respective authors or producers, and not of Qualys or any of its affiliates, and we do not endorse or guarantee the accuracy of such Content. Copyrights to the Content submitted by Site users are held by the individual creators of such Content.

You may submit Content provided you do so in accordance with the Submission Rules below. You accept entire responsibility for all Content that you submit to, transmit through, link through, or otherwise make available through the Site. For all Content that you submit to the Site, you agree to indemnify us as provided below.

Each time you upload or submit Content (or if you attempt to do so) you will be confirming your acceptance of, and agreement to be bound by, all the terms and conditions of this Agreement. Instructions for uploading Content can be found on the Site's web page dedicated to uploading Content. To be considered for posting and display on the Site, Content must meet all the specifications and requirements (including age requirements) relating to formatting, compatibility, operating characteristics and submission (provided below).

License

By submitting Content to the Site, you grant us a royalty-free, perpetual, irrevocable, nonexclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such

Content, in any form, media (print, electronic or otherwise), software or technology of any kind now existing or developed in the future.

Moral Rights

You hereby waive and agree never to assert any claim of Moral Rights in the Content against us or any of our licensees, if any. 'Moral Rights' means any right to (a) divulge the Content to the public; (b) retract the Content from the public; (c) claim authorship of the Content; (d) object to any distortion, mutilation or other modification of the Content; or (e) any and all similar rights, existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty regardless of whether or not such right is called or generally referred to as a moral right.

Financial Consideration

We reserve the sole and exclusive right to sell advertising and otherwise exploit, benefit from and/or realize revenue from the conduct of our business and operating the Site and any and all arrangements made with respect thereto, without accounting, obligation or liability to you, notwithstanding that your Content may be displayed on or otherwise used by or in connection with the Site.

Representations and Warranties

By uploading or otherwise submitting any Content to the Site, you represent and warrant that (a) you own or otherwise have all necessary rights, including but not limited to copyrights, to the Content and have the right to use it as provided in this Agreement; (b) all information submitted by you is true, accurate, current and complete, and does not violate this Agreement; (c) you have the full right, power and authority to enter into and perform this Agreement, and have secured all third party consents, licenses, waivers and permissions necessary to enter into and perform this Agreement, including, without limitation, waivers of rights of privacy, publicity and personality from any third parties whose names, likenesses, photographs, animated portrayals, or actual or imitated voices are depicted in the Content; (d) we shall not be required to make any payments with respect to the authorized use of any Content submitted by you, including, without limitation, any payments to you, third parties claiming through you or otherwise, publishers, rights agents, performance rights societies, persons who contributed to or whose names, likeness, photographs, animated portrayals or actual or imitated voices appear in such Content, your licensors, unions or guilds; and (e) the Content submitted by you will not infringe upon or misappropriate any rights of others, including, without limitation, any copyrights, trademarks, trade secrets or other intellectual property rights, rights of publicity, rights of privacy, moral rights or any other proprietary rights of third parties, (ii) violate any applicable law, statute, ordinance or regulation, (iii) be defamatory, trade libelous, trademark disparaging, fraudulent, harassing, abusive, threatening, harmful, lewd, pornographic or obscene, (iv) disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to facilitate any unauthorized access to any portion of the Site, their computer systems, servers or networks; (v) transmit junk mail, chain letters, or other unsolicited bulk e-mail, spam or duplicative messages to other users of the Site; (vi) collect information about other users of the Site in any manner without their consent

or otherwise systematically extract data or data fields, including, without limitation, any financial data or e-mail addresses, from the Site or our computer systems; (vii) attempt to gain unauthorized access to our computer systems or to any other user's computer systems, or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Site, or (viii) contain any viruses, trojan horses, time bombs or other programming routines or elements that detrimentally interfere with computer systems or data. You agree that, upon request, you will provide us with evidence, in a form and format reasonably acceptable to us, indicating that the Content submitted by you complies with the foregoing warranties.

Indemnity

You agree to indemnify and hold us harmless from and against any and all claims, suits, liabilities, obligations, damages, injuries, penalties, fines, losses, costs and expenses (including, without limitation, attorneys' fees) arising out of, resulting from or related to any breach of the foregoing representations and warranties. This obligation shall survive the termination of this Agreement for any reason.

Take-Down Policy

The Site includes weblogs, forums, photo galleries and other interactive areas in which users can express opinions and share ideas and information. We cannot and do not monitor all of the material submitted to the Site. Additionally, we do not control, and are not responsible for, Content submitted by users.

By using the Site, you may be exposed to Content that you may find offensive, indecent, inaccurate, misleading, or otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of the Site and any Content on the Site, including, but not limited to, whether you should rely on such Content.

Notwithstanding the foregoing, you acknowledge that we shall have the right (but not the obligation) to review any Content that you have submitted to the Site, and to reject, delete, disable, or remove any Content that we determine, in our sole discretion, (a) does not comply with the terms and conditions of this Agreement; (b) might violate any law, infringe upon the rights of third parties, or subject us to liability for any reason; or (c) might adversely affect our public image, reputation or goodwill. Moreover, we reserve the right to reject, delete, disable, or remove any Content at any time, for the reasons set forth above, for any other reason, or for no reason.

If you believe that any Content on any of the Site web sites infringes upon any copyrights that you own, please contact us pursuant to the procedures as outlined under Sections 512(c)(3) and 512(d)(3) of the Digital Millennium Copyright Act (Title 17 U.S.C. § 512) which shall include:

- The infringing materials and its location on the Internet [512(c)(3)(A)(ii-iii)], or if the service provider is an "information location tool" such as a search engine, the reference or link to the infringing materials [512(d)

(3)].

- Sufficient information to identify the copyrighted works [512(c)(3)(A)(iv)].
- A statement by the owner that it has a good faith belief that there is no legal basis for the use of the materials complained of [512(c)(3)(A)(v)].
- A statement of the accuracy of the notice and, under penalty of perjury, that the complaining party is authorized to act on the behalf of the owner [512(c)(3)(A)(vi)].

Submissions should be sent the following address:

Copyrights Administrator

Re: Digital Millennium Copyrights Act

Qualys, Inc.

919 E Hillsdale Blvd, 4th Floor

Foster City, CA 94044

Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK. we make no warranty that THE SITE will be uninterrupted, secure or error-free. ALL CONTENT, INFORMATION, AND OTHER MATERIAL ON THE SITE IS provided "as is" AND "as available". We make no ENDORSEMENTS, GUARANTEES, representations or warranties, express, implied or statutory, with respect to THE TIMELINESS, ACCURACY, AUTHORITY, COMPLETENESS, USEFULNESS, non-infringement, RELIABILITY, AVAILABILITY, OR SUBSTANCE OF ANY CONTENT, INFORMATION, OR OTHER MATERIAL ON THE SITE.

Limitation of Liability

You agree that we will not be liable for any consequential, indirect, special, exemplary, or incidental damages arising out of or in connection with your use of or inability to use the Site (including, without limitation, any damages for lost profits or business interruption), or for any claim made against you by any other party, whether arising from mistakes, omissions, interruptions, deletion of files or e-mails, errors, defects, viruses or other malicious code, delays in operation or transmission, or any failure of performance, even if we have been advised of the possibility of such damages. You also agree that under no circumstances will we be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content submitted, posted, emailed or otherwise made available via the Site.

Submission Rules

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site ("Submissions"), provided by you is non-confidential and shall become the sole property of the Site. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the

unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Termination

We may terminate your participation, delete your profile and any Content or information that you have posted on the Site and/or prohibit you from using or accessing the Site (or any portion, aspect or feature of the Site) for any reason, or no reason, at any time in its sole discretion, with or without notice, including if we believe that you are no in compliance with the age limits provided above.

Governing Law

By visiting or using the Site, you agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and us. With respect to any disputes or claims, you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of California.

General

These Terms of Use constitute the entire agreement between you and us regarding the use of the Site, superseding any prior agreements between you and us relating to your use of the Site. The failure by us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

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Qualys Communities Terms of Use Agreement (November 17, 2017)

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Last Modified by **Keith Shaw** on Nov 29, 2017 1:22 PM

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