

Community Rules & Etiquette and Terms of Use

Thank you for being part of our community. This is a great medium with which to solicit the advice of your peers, benefit from their experience, and participate in an ongoing conversation. To ensure the best possible experience for all members, we have established some basic guidelines for participation.

By joining and using this community, you agree that you have read and will follow these rules and guidelines and have read and understood our [Privacy Policy](#).

Please take a moment to acquaint yourself with these important guidelines. If you have questions, contact the member services department via the **Contact Us** link on this site. In order to preserve an environment that encourages both civil and fruitful dialogue, we reserve the right to limit, suspend or terminate membership in this community for anyone who violate these rules.

The Rules

- **Respect others.** Focus on the content of posts and not on the people making them. Please extend the benefit of the doubt to newer guests and members; there's no such thing as a stupid question.
- **Respect the purpose of the community.** Use the community to share successes, challenges, constructive feedback, questions, and goals instead of products or services that you provide. If you've found a product or service helpful, please share your experience with the group in a respectful way.
- **Use caution when discussing products.** Information posted on the discussion groups and in the libraries is available for all to see, and comments are subject to libel, slander, and antitrust laws.
- **Think before you post.** All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited. Do not post anything that you would not want the world to see or that you would not want anyone to know came from you. Please remember that you may be providing content for an international audience. Things that do not seem abusive, obscene, or offensive to you might seem so to others.
- **Respect intellectual property.** Post content that you have personally created or have lawful permission to use and have properly attributed to the content creator.
- **Set boundaries with others.** When posting items in our collaborative environment, please indicate if the item is not available for reuse. It's also advisable to contact the owner of any material if you would like to reuse it.
- **Target your message.** Post your message or documents only to the most appropriate communities. This helps ensure all messages receive the best response by eliminating "noise."

Discussion Group Etiquette

- State concisely and clearly the topic of your comments in the subject line. This allows members to respond more appropriately to your posting and makes it easier for members to search the archives by subject.

- Send messages such as "thanks for the information" or "me, too" to individuals, not to the entire list. Do this by using the "Reply to Sender" link in every message.
- Do not send administrative messages, such as "remove me from the list," to the group. Instead, use the web interface to change your settings or to remove yourself from a list. If you are changing email addresses, you do not need to remove yourself from the list and rejoin under your new email address. Simply change your settings.

The Legal Stuff

This site is provided as a service for the members of [Tenant.TenantFullName]. To access or use this site, users must be 18 years or old and have the requisite power and authority to agree to these terms of use (the "Terms of Use"). No user may access or use the site if we have terminated or banned such user from this site.

By posting material, the posting party warrants and represents that he or she owns the copyright with respect to such material or has received lawful permission from the copyright owner. In addition, the posting party grants [Tenant.TenantFullName] and users of this site the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use such information or other material.

[Tenant.TenantFullName] does not actively monitor the site for inappropriate postings and does not on its own undertake editorial control of postings. However, in the event that any inappropriate posting is brought to the attention of [Tenant.TenantFullName] we will take all appropriate action.

Your Obligations

You shall abide by the Community Rules and the Discussion Group Etiquette set forth above and these Terms of Use.

You shall not:

- Impersonate any other person;
- Falsely say or imply that you are associated with us, another person or entity;
- Submit content in exchange for payment or other consideration from another person or entity;
- Submit content that encourages or facilitate members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade, including messages that encourage or facilitate an agreement about: prices, discounts, or terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers;
- Make the community available to anyone else, including sell, resell, rent or lease the community;

- Use the community in connection with unsolicited commercial messages;
- Violate any anti-spam or similar law;
- Use the community to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights;
- Use the community to store or transmit malicious code or malware, or to engage in phishing or other fraudulent activity;
- Interfere with or disrupt the integrity or performance of the community or any data contained therein;
- Attempt to gain unauthorized access to the community's, Insight Venture Partners' or its affiliates', or our partners' systems or networks;
- Scrape, data extract or data mine, or any related activity, from the community or otherwise collect information about other community users without their consent; or
- Submit or link to any content (including any name or user ID you use in the community) that:
 - Infringes or violates the intellectual property or other rights of any person or entity;
 - Intentionally interferes with the operation of this community;
 - Violates anyone's privacy or publicity rights;
 - Breaches any duty of confidentiality that you owe to anyone;
 - Provides any non-public information about Us or any other company or person without authorization (including the names and contact information for Our employees or community users);
 - Is, in our sole discretion vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable; or that We reject for any other reason in Our sole discretion;
 - Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or
 - Contains false or deceptive language, unsubstantiated or comparative claims regarding our or others' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits.

No Warranty

This site and the community is provided "as-is," exclusive of any express or implied warranties whatsoever. We disclaim all warranties, including all implied warranties of merchantability and fitness for a particular purpose.

CONTENT POSTED BY ANYONE OTHER THAN US ON THE COMMUNITY IS THE SOLE RESPONSIBILITY OF THE ORIGINATOR OF THAT CONTENT. WE ARE NOT RESPONSIBLE FOR ANY CONTENT POSTED BY YOU OR ANY THIRD PARTY, WHETHER OR NOT WE REVIEWED OR MODERATED SUCH CONTENT. CONTENT POSTED BY US ON THE COMMUNITY ARE NOT PART

OF ANY USER GUIDE OR LEGAL AGREEMENT. ALL SUCH AFOREMENTIONED CONTENT IS PROVIDED "AS-IS", AND WE DO NOT MAKE ANY REPRESENTATION AS TO ITS QUALITY OR ACCURACY, AND WE SPECIFICALLY DISCLAIM THE ACCURACY, COMPLETENESS, RELIABILITY, USEFULNESS, NON-INFRINGEMENT, QUALITY OR ORIGINALITY OF SUCH CONTENT. WE DISCLAIM ANY RESPONSIBILITY WHATSOEVER FOR ANY CONTENT OR MATERIAL ON THE COMMUNITY REGARDLESS OF WHO ORIGINATED THAT CONTENT (INCLUDING OUR EMPLOYEES, PARTNERS, AFFILIATES OR MODERATORS).

No Damages

In no event shall [Tenant.TenantFullName] have any liability hereunder to you for any losses or damages whatsoever, including but not limited to direct, indirect, special, punitive, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, arising out of or in connection with the use or performance of any information posted on this site, however caused and, whether in contract, tort or under any other theory of liability, whether or not you have been advised of the possibility of such damages.

Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, agents and employees harmless from any claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from: (i) your breach of these Terms of Use or (ii) any claim made by any third party arising out of content you submit to or post on this site and your activity on this site, including, but not limited to, your violation of these Terms of Use.

Account Termination

[Tenant.TenantFullName] reserves the right to limit, suspend or terminate access to any user if in our sole judgment such user has violated the Community Rules, the Discussion Group Etiquette, or these Terms of Use. We may also limit, suspend or terminate any user's use of the community or condition any user's continued use on additional terms.

Miscellaneous

These Terms of Use do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between you and us. You may not assign your rights or obligations under these Terms of Use, whether by operation of law or otherwise, without our prior written consent.

These Terms of Use shall be governed exclusively by the internal laws of the State of New York, without regard to its conflicts of laws rules. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in New York County, New York to adjudicate any dispute arising out of or relating to this Agreement. The Community Rules, the Community

Etiquette and these Terms of Use constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. No modification, amendment, or waiver of any provision of these Terms of Use shall be effective unless it is by an update to these Terms of Use that we make available on this website, or is in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.