

Polycom Community Terms of Use

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General

1. Polycom reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof). Polycom shall not be liable to any user or other third party for any such modification, suspension or discontinuance of the Site.
2. Users who violate the Terms may be banned permanently from posting or otherwise participating within or accessing the Site.
3. By using our Site, you represent that you are at least 13 years old. Persons who are at least 13 years of age but under the age of 18 may only use our Sites with legal parental or guardian consent. Accordingly, you agree that you are at least 18 years of age or older or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in the Terms; otherwise, please exit the Site.
4. The Site, software and any content on the site are protected by a variety of laws governing the use of copyrights, trademarks, patents, or trade secrets. Any software on the Site may be the property of Polycom, a user, a supplier, a vendor, or a licensor to Polycom. Subject to the rules and limitations set forth in the Terms, Polycom grants you a limited, non-exclusive, non-sublicensable, right to access and use the Site for your personal, non-commercial use only. You may not download (other than page caching), copy, or modify any portion of it, except with the express written or e-mailed consent from an authorized representative of Polycom or the owner of the content or software. Your use of any third party software available for download on the Site may be subject to separate license terms and conditions of the licensor, and you agree to abide by those license terms. Without limiting the generality of the foregoing, no software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into Cuba, North Korea, Iran, Sudan, Syria or any other country for which the U.S. maintains an embargo on such exports, or (b) to a person or entity identified on lists of the U.S. Treasury Department (e.g., Specially Designated Nationals, Denied Persons or Entities) or the U.S. Commerce Department (e.g., Entity List, Table of Deny Orders), which control such exports. By downloading or using any software or underlying information or technology, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. Your permission to use the Site does not include any resale or commercial use of the Site or its contents whether provided by Polycom or registered users contributing content in message boards, blogs, ideas or other user-generated-content tool; or any derivative use of this Site or its contents; or any use of data mining, robots or similar data gathering and extraction tools or processes. You agree not to store in any form, distribute, transmit, display, reproduce, modify, create derivative works from, transfer,

sell or otherwise exploit any of the content, products or services on this Site for any commercial purpose. By using the Site, you warrant to Polycom that you will not use the Site, or any of the content obtained from the Site, for any purpose that is unlawful or prohibited by these Terms. If you violate any of these Terms, your permission to use the Site automatically terminates.

5. In order to submit content on the Site, you must complete the registration process and login to the Site. As part of the registration process, you are required to select and use only one Login Name. We cannot change your Login Name at any time. You can register a second Login Name with a second email address, if you like, but your original Postings will only be associated with your first Login Name.
6. The information that you supply during the registration process must be true, accurate, current and complete and you agree not to (i) register under the name of another person; (ii) choose a Login Name that may be deemed offensive; (iii) choose a Login Name for the purposes of deceiving or misleading Site users as to your true identity; (iv) choose a Login Name that incorporates a solicitation (e.g., yoursitedotcom, yourproduct, yourservices); or (v) violate the intellectual property or other rights of any person or entity. You agree to not impersonate any other person, including any other Site user, moderator (host) or any Polycom employee, officer or director.
7. You must maintain and promptly update your registration data as necessary to keep it true, accurate, current and complete. If you provide any information that is, or we have reasonable grounds to suspect that the information is, untrue, inaccurate, not current or incomplete, Polycom may without notice suspend or terminate your access to our Site and refuse any and all current or future use of our Site (or any portion thereof).
8. You are entirely responsible for maintaining the confidentiality of your account credential. Furthermore, you are entirely responsible for any and all activities that occur under your account and Login Name. You agree to notify Polycom immediately of any unauthorized use of your account or Login Name, or any other breach of security. Without limiting any rights which Polycom may otherwise have, Polycom reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Sites and your account, including without limitation terminating your account, or requesting additional information to authorize transactions on your account. Polycom will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Polycom or another party due to someone else using your account or Login Name. You may not use anyone else's account at any time, without the permission of the account holder. Polycom will take reasonable steps to help ensure the safety of your personally identifying information. However, Polycom makes no warranty, guarantee, or representation that use of any of our Site is protected from viruses, security threats or other vulnerabilities.
9. Polycom has the right but not the obligation to monitor content or other materials posted on the Site, including the right to refuse, edit or remove any content that is available via our Site for any or no reason, including that any content violates these Terms or is otherwise objectionable in Polycom's discretion. Site moderators do not pre-screen postings, monitor on a "real time" basis or edit content posted to the Site. Therefore, Polycom does not guarantee the accuracy, integrity or quality of such content. As a user, you may see content that is offensive or objectionable. Each user must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
10. When you place any content on the Site (including but not limited to messages, data, images, text, photos, graphics, audio, video or other material), you retain any and all of your lawfully owned rights in such content, and you hereby grant to Polycom, its respective subsidiaries affiliates, successors, assigns, licensees, resellers, necessary sub-licensees and other such parties as Polycom may designate from time to time a royalty-free, perpetual, irrevocable, non-exclusive, transferable and fully sublicensable right and

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11. By submitting ideas, testimonials, opinions, suggestions or any other material to the Site either directly or through participation in an event, you agree that Polycom is not under any obligation of confidentiality, express or implied with respect to such posted content, that Polycom can use such submissions without any compensation to you or to any other person or entity, and that Polycom may have already developed, or is in the process of developing, and is not restricted in any way from developing and marketing, products, services, functions, features or plans similar to or competitive with any described in such submissions from you.
12. You represent and warrant that you own or otherwise control all necessary rights to the content that you post, that such content is accurate, that use of the content you supply does not violate these Terms, that the content or use of the content will not cause injury to any person or entity, and that you will indemnify Polycom for all claims resulting from the content you supply. You agree that you shall have no recourse against Polycom for any alleged or actual infringement or misappropriation of any proprietary right in submitted content, and that the submission of any content to Polycom, including the posting of materials to any forum or interactive area on the Sites, irrevocably waives any and all "moral rights" in such materials.
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deem appropriate in cases where the Site is used to disseminate statements that are harmful or inflammatory.

15. Any posted content by a Polycom employee or contractor, including those designated as moderators, are those of such employee or contractor and do not represent the ideas and opinions of Polycom. Polycom does not endorse and is not responsible for any content posted by any Polycom employee or contractor.
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 - A description of the copyrighted work that you claim has been infringed upon;
 - A specific description of where the material that you claim is infringing is located on the Sites;
 - Your address, telephone number, and e-mail address;
 - A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
 - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
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18. Violating the security of our Site is prohibited and may result in criminal and civil liability. Polycom may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Site or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.
19. Unless expressly and specifically stated otherwise on the Site, Polycom provides this Site for use only by persons located within the United States. Polycom makes no representation that all products, services and/or material described on the Site are appropriate or available for use in locations outside the United States or all territories within the United States. Those who choose to access our Site from other locations do so on their own initiative and are responsible for compliance with local laws.

20. You acknowledge that Polycom may establish general practices and limits concerning use of the Site, including without limitation the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Site, the maximum number of email messages that may be sent from or received by an account on the Site, the maximum size of any email message that may be sent from or received by an account on the Site, the maximum disk space that will be allotted on Polycom's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. Your use of this Site constitutes your consent to allow Polycom to store electronic communications on its servers. You agree that Polycom has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Site. You acknowledge that Polycom reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Polycom reserves the right to modify these general practices and limits from time to time.

21. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF OUR SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THE SITES, ANY SITE-RELATED SERVICE OR SOFTWARE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. OUR SITE, INCLUDING ANY CONTENT, SOFTWARE OR INFORMATION CONTAINED WITH THE SITES AND ANY SITE-RELATED SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. POLYCOM AND ITS CO-BRANDERS, SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA AND NON-INFRINGEMENT. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.
- b. POLYCOM AND ITS CO-BRANDERS, SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT (i) OUR SITE WILL MEET YOUR REQUIREMENTS, (ii) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR DOWNLOAD FROM THE SITE ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; (iii) OUR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITE WILL BE ACCURATE, COMPLETE OR RELIABLE, (v) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS, AND (vi) ANY ERRORS IN OUR SITE OR SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SITE OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR SITE OR OUR SOFTWARE.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM POLYCOM OR THROUGH OR FROM OUR SITE SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED BY MEANS OF OUR SITE SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU

SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

22. Polycom reserves the right but does not assume the obligation to strictly enforce these Terms, including without limitation by issuing warnings, suspension, or termination of access to the Sites and/or services, and/or by removing, screening, or editing of content, or by engaging in self-help and active investigation, litigation and prosecution in any court or other appropriate venue. Polycom may access, use, and disclose transaction information and any content provided by you to comply with the law (e.g., a lawful subpoena) or based on Polycom's reasonable judgment that disclosure is necessary, or to enforce or apply our agreements (including these Terms), to initiate, render, bill, and collect for services, to protect our rights or property, or to protect users of Polycom's services, the Site and other persons or entities from fraudulent, abusive, or unlawful use of the Site or any such services. INDIRECT, ATTEMPTED OR ACTUAL VIOLATIONS OF THESE TERMS OR ANY RELATED POLICY BY YOU OR ANY THIRD- PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE TERMS BY YOU.
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24. Polycom's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms shall be governed and construed in accordance with the laws of the State of California, USA, applicable to agreements made and to be performed in California. You agree that any legal action or proceeding between Polycom and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in California. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement. Polycom may assign its rights and duties under this Agreement to any party at any time

without notice to you. Your rights and duties under these Terms are not assignable by you without written consent of Polycom. These Terms do not provide any third party with a remedy, claim, or right of reimbursement. You must file any claim or suit related to our Site within one year after it arises.

Conduct

You agree to use our Site and the content (whether provided by us or others), as well as any software provided in connection with the Site, in a manner consistent with all applicable laws and regulations. You may not use your registration membership (or allow anyone else to use your registration membership) to post or transmit:

1. Content that is abusive, vulgar, obscene, hateful, fraudulent, or that discloses private or personal matters concerning any person. This includes language, information, or images.
2. Content that is threatening, defamatory or abusive, either between forum members or directed towards any individual, including a moderator, or a Polycom employee or manager.
3. "Rants," "slams," or legal threats against Polycom or another company or competitor.
4. Bigoted, hateful, or racially offensive comments.
5. Political or religious statements or commentary.
6. Off-topic comments not related to Polycom products and services.
7. Any material that you don't have the right to transmit under law (such as copyright, trade secret, or securities) or under contractual or fiduciary relationships (such as nondisclosure agreements).
8. Language that promotes illegal activity or discusses illegal activities with the intent to commit them. This includes any message that solicits or promotes the use of an illegal substance.
9. Advertising, promotional materials, or other forms of solicitation including chain letters, pyramid schemes, class action suits, or charitable appeals. This includes advertising links in signatures.
10. Any file or link to a file that contains viruses, corrupted files, "Trojan Horses," or any other contaminating or destructive features that may damage someone else's computer or are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment.
11. Duplicate posts, spam messages, or posts repeated excessively on one or more boards.
12. Messages designed to evade profanity or other filters.
13. Personal phone numbers or addresses (to protect privacy).
14. Personal email addresses, private information such as social security numbers, or other contact information that is not your own, including, but not limited to a Polycom employees' email addresses.
15. Hyperlinks that lead to sites that violate any of the forum guidelines.
16. Any message that impersonates another person or affiliation with an entity, including, but not limited to, Polycom, Inc. or its subsidiaries.

In addition, our guidelines do not permit you to:

1. Intentionally violate any other applicable law or regulation while accessing and using our Site.
2. Interfere in any way with the operations in the forum or with a fellow user's message box or use of the Site, including but not limited to mail or "post" bombing, news bombing, other flooding techniques, deliberate attempts to overload a system and broadcast attacks, or attempts to avoid messaging blocking.

3. Evading bans or suspensions or otherwise disregarding directions from moderators or administrators.
4. Attempt in any way to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any content on the Sites.
5. Reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Sites or content on the Site, use of the Sites, or access to the Sites.
6. Modify, translate, decompile, disassemble, use reverse engineering or otherwise attempt to derive the source code for the computer systems and other technology that operate our Site. For purposes of these Terms, "reverse engineering" shall include the examination or analysis of the Site to determine the source code, structure, organization, internal design, algorithms or encryption devices of our Site's underlying technology.

Moderators may at any time and without prior notice delete, move or edit any post, or ban your account for violating the above reasonable provisions.

Moderators are not obligated to review all posted content, nor do they validate the accuracy of posted content. You assume the risk of reading and acting upon information from any posted content made by a moderator or other individual within the Site.

From time to time we may communicate with you personally concerning your participation in the Site or related matters. Those communications are not intended to be made public, and you agree not to post or otherwise disseminate those communications on the Site or elsewhere on the internet.

You are responsible for all statements made and acts that occur through the use of your Login Name. If you recognize any violation of these guidelines, please notify us by using the "Report Inappropriate Content" feature in the Options menu.

Your privilege to use or access the Site may be terminated by Polycom immediately and without notice if you fail to comply with any term or condition of the Terms. Upon such termination, you must immediately cease accessing or using the Site and agree not to re-register or otherwise make use of the Site. Furthermore, you acknowledge that Polycom reserves the right to take action -- technical, legal or otherwise -- to block, nullify or deny your ability to access the Site. You understand that Polycom may exercise this right in its sole discretion.

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