

The online community provided by GoodData Corporation (“**we**” or “**GoodData**”) at [community.gooddata.com](http://community.gooddata.com) is designed to create and support an online community where GoodData users, customers or partners can share their experiences about GoodData services, easily receive information about GoodData services, and get a peer-to-peer support and thought leadership on best practices (“**GoodData Community**”).

Separately, the online educational portal provided by GoodData at [university.gooddata.com](http://university.gooddata.com) is designed to provide individuals, customers, and partners with a centralized source of training materials for GoodData products and services (“**GoodData University**”) including videos, live streams, papers, and quiz questions and answers (“**University Content**”).

These Portal Terms of Use and all materials referred to or linked to here (“**Terms**”) are the terms that apply to all persons or entities using the GoodData Community or GoodData University (“**you**”), but only in relation to your use of GoodData Community or GoodData University (together, the “**Portals**”). If you do not accept these Terms, you shall not access or use the Portals.

Every Portal user agrees to abide by these Terms and is responsible for any violations. You are not allowed to assist or engage others in a way that would violate these Terms.

We reserve the right to modify these Terms in our sole discretion at any time without giving you prior notice. Your use of the Portals following any such modification constitutes your agreement to follow and be bound by these Terms as modified. You agree to review the Terms on a regular basis and always remain in compliance.

## 1. Access to the Portals.

We will provide you access to use the Portals according to these Terms. We may use one or more third party service providers to provide some or all elements of the Portals. In order to access and use the Portals, you must provide your email address and establish a username and password with a third party service provider, and you grant us the right to share the information necessary to enable your use of the Portals with such a third party service provider.

You may not use a username that: (i) belongs to someone else, (ii) impersonates another person, (iii) is misleading, (iv) violates any intellectual property or other proprietary rights, (v) is vulgar or offensive, (vi) uses ‘GoodData’ as all or part of it, unless we provide express permission to do so, or (vii) we reject, which we may choose to do in our discretion. All information you provide in your profile must be accurate. Your account will be accessed through a username and password that you will create (your “**Credentials**”). Your Credentials are solely for your use. You are responsible for maintaining the confidentiality of your Credentials and you are fully and solely responsible for all activities that occur under your Credentials, whether authorized by you or not. It is your responsibility to take adequate precautions with your Credentials. If you believe your access to or use of the Portals has been breached, compromised, or unauthorized, notify us immediately at [security@gooddata.com](mailto:security@gooddata.com).

The Portals are not intended for users under the age of thirteen (13). By creating your account for one of the Portals, you represent and warrant that you are at least thirteen (13) years of age.

## 2. Your Conduct and Content.

(a) **Acceptable Use.** Using your account, you may access and participate in the Portals, including viewing, posting and responding to communications on and through the Portals. You will use the Portals for their intended purpose only, and will not use them for solicitation or advertising purposes.

The Portals are meant for public discussion, so you may not disclose anyone's confidential information or personal information. GoodData disclaims all liability for information you post to the Portals. You are responsible for the use by third parties of any personal information disclosed by you to the Portals, whether or not you permitted such use.

You are not permitted to sell, rent, lease, assign, sublicense, distribute, transmit, broadcast, commercially exploit, grant a security

interest in, or otherwise transfer any right in the Portals or Portal Content. (“**Portal Content**” means all content, including without limitation, language, data, information, and images, provided through or disclosed by use of the Portals, whether by us, our customers, or other users of the Portals, together with the University Content. Portal Content does not include Your Content, as defined herein).

In addition, you may not (directly or indirectly) use the Portals in a manner that is in violation of these Terms, including without limitation, posting content that:

- is confidential, proprietary or considered Personal Information under applicable law;
- is threatening, abusive, harassing, stalking, or defamatory;
- is deceptive, false, misleading or fraudulent;
- is invasive of another's privacy or otherwise violates another's legal rights (such as rights of privacy and publicity);
- contains vulgar, obscene, indecent or unlawful material;
- infringes a third party's intellectual property right(s);
- uploads files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer;
- downloads any file that you know, or reasonably should know, cannot be legally distributed in that way;
- falsifies or deletes any author attributions, legal or proprietary designations, labels of the origin or source of software, or other material contained in a file that is uploaded;
- harvests or otherwise collects information about others, including email addresses, without their consent;
- damages, disables, overburdens, or impairs any GoodData website or interferes with any other party's use and enjoyment of the Portals or any GoodData website or product;
- mirrors or frames the Portals' websites, or any part of them, on any other GoodData website or webpage;
- attempts to gain unauthorized access to the Portals, or access the Portals by any means other than through the interface that we provide to you; and/or
- is in violation of any applicable law or regulation, or a third-party's rights.

(b) **Suspension and Notice of Violations.** We may immediately suspend your use of the Portals, without notice, for actual or suspected violations of the terms contained in this Section 2 (Your Conduct and Content). If you know of usage that is in violation of these Terms, please let us know at [support@gooddata.com](mailto:support@gooddata.com).

(c) **Claims of Copyright Infringement.** We may, in our sole discretion, suspend the access or terminate the accounts of users who violate others' intellectual property rights. If you have a good faith belief that your intellectual property rights have been infringed upon in the Portals, you may send GoodData a written copyright infringement notice via mail or email to [support@gooddata.com](mailto:support@gooddata.com).

(d) **Our Use of Your Content.** You grant to us and certain third parties all rights, licenses and permissions necessary to display, reproduce, disseminate, and otherwise use all content, including without limitation, language, data, information, and images, provided through or disclosed through use of the Portals, by you (“Your Content”) in connection with a Portal. We may edit or remove Your Content, or block or disable replies on a topic, at any time in our sole discretion. GoodData alone (and its licensors, where applicable) shall own all rights, title and interest, including all related intellectual property rights in and to GoodData's technology. If you choose to post feedback, such as suggestions to improve GoodData products or services on the Portals, GoodData may act on your feedback, including by incorporating it in GoodData products or services, without any obligation to you.

(e) **Privacy.** Your use of Portals is subject to the GoodData Privacy Policy effective at the time of your use, which is incorporated herein as though set forth in full.

(f) **Content Posted by Third Parties.** GoodData cannot control and has no obligation to control Portal Content, and does not

guarantee the accuracy, integrity or quality of such Portal Content. You understand that by using the Portals you may be exposed to Portal Content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will GoodData be liable in any way for any Portal Content, including without limitation any errors or omissions, or any loss or damage of any kind incurred as a result of your use of any Portal Content. You understand that you must evaluate and bear all risks associated with the use of, or reliance on, any Portal Content. You may report objectionable materials at [support@gooddata.com](mailto:support@gooddata.com).

(g) **Cookies.** Your use of Portals' websites is subject to the GoodData Cookie Policy and to the Cookie Policy of any third-party service provider used to deliver the Portals which are in effect at the time of your use. Such cookie policies are incorporated herein as though set forth in full.

### 3. International Use.

The Portals are hosted in the United States. If you use the Portals from outside of the United States, you acknowledge that you are voluntarily transferring information and content to the United States, and you agree that GoodData's collection, use, storage, and sharing of your information and Your Content is exclusively subject to the laws of the United States, not of the jurisdiction in which you are located. You will comply with all United States laws, rules, and regulations applicable to the export of such products, services, software and technical data regardless of the jurisdiction in which you are located.

### 4. GoodData's Proprietary Rights.

**No License.** No license to any GoodData product, software or trademarks is granted by these Terms. The GoodData products are protected by intellectual property laws. GoodData and its licensors (as applicable) retain all rights, title and interest to the GoodData products, the Portals, and Portal Content, including without limitation all applicable intellectual property rights therein.

### 5. Third-Party Sites and Products.

Products and professional services that are provided by third parties which may interoperate with or be used in connection with the GoodData products, including the Portals ("Third-Party Products") and third-party websites linked from within or accessed through the Portals ("Third-Party Sites") are not under GoodData's control. It is your responsibility to adhere to all terms and conditions of any Third-Party Sites. GoodData provides links to Third-Party Sites and Products only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

**GOODDATA DISCLAIMS ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS AND THIRD-PARTY SITES.**

### 6. Term and Termination.

(a) **Term.** These Terms, as updated from time to time in our sole discretion, will apply for as long as you use or maintain a username for one of the Portals.

(b) **Termination and Suspension.** We can refuse registration of, or terminate, any Portal account in our sole discretion, at any time. We are not obligated to provide you with any of Your Content used in connection with the Portals after termination. Termination of your Portal accounts, deprecation of a Portal or termination of these Terms shall not cause any other agreement with GoodData, if you have any, to be terminated, except to the extent your breach of Terms constitutes a breach of any other agreement.

### 7. Your Representations and Warranties.

You represent and warrant that: (i) your participation in the Portals will not conflict with any of your existing agreements or arrangements, (ii) you have sufficient rights to share all Your Content with us for our use and with other users of the Portals, and that

you are not violating any confidentiality obligations by submitting Your Content to the Portals, and (iii) your Content does not violate or infringe upon any third party intellectual property right, right of privacy, right of publicity or other proprietary right.

## 8. Indemnification.

You will indemnify, defend and hold harmless GoodData, its parents, subsidiaries, affiliates, officers, directors, and employees against any third-party claim, demand, suit, action, or proceeding (each, a "Claim") brought by a third party due to or arising out of (a) your use of the Portals, (b) your disclosure or solicitation of Your Content, (c) any use, by you or any third party, of Your Content that you disclosed, (d) your noncompliance with or breach of these Terms, or (e) your use of Third-Party Products or Third-Party Sites. We will: notify you in writing within thirty (30) days of our becoming aware of any Claim; give you sole control of the defense or settlement of a Claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the Claim. Without our prior written consent, you shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us.

## 9. Disclaimers; Limitations of Liability.

(a) **Authority.** Each party represents and warrants to the other that it has full power and authority to enter into these Terms and that it is binding upon such party and enforceable in accordance with its terms.

(b) **Disclaimer of Warranties.** WE AND OUR AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE GOODDATA PRODUCTS OR SERVICES, THE PORTALS, OR THE PORTAL CONTENT FOR ANY PURPOSE. THE PORTALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE PORTALS AND THE PORTAL CONTENT, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FURTHER, GOODDATA AND ITS AFFILIATES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER INFORMATION CONTAINED IN THE PORTALS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. GOODDATA DOES NOT WARRANT THAT THE PORTALS WILL BE AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PORTALS ARE FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM GOODDATA OR THE PORTALS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE. Some jurisdictions don't allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

(c) **No Indirect Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

(d) **Limitation of Liability.** IF, NOTWITHSTANDING THE OTHER TERMS OF THESE TERMS WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED DOLLARS.

**YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE PORTALS TO YOU.** Some jurisdictions don't allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above may not apply to you.

## 10. General.

(a) **Amendment; No Waiver.** If we update or change these Terms, the updated Terms will be posted at <https://www.gooddata.com/legal/community-terms/>. The updated Terms will become effective and binding on the next business day after it is posted. We encourage you to review these Terms periodically. If you do not agree with a modification to these Terms, you

should stop using the Portals.

(b) **Applicable Law.** If you use the Portals for business purposes: These Terms and your relationship with GoodData under these Terms shall be governed by the laws of the State of California, U.S.A., without regard to its conflict of laws provisions. You and GoodData agree to submit to the exclusive jurisdiction of the courts located within the county of San Francisco County, California, U.S.A., to resolve any legal matter arising from these Terms. Notwithstanding this, you agree that GoodData shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

If you use the Portals for personal purposes: The courts in some countries will not apply California law to some types of disputes. If you reside in one of those countries, then where California law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that the laws of California, U.S.A., excluding California's choice of law rules, will apply to any disputes arising out of or relating to these Terms or the Portals. Similarly, if the courts in your country will not permit you to consent to the jurisdiction and venue of the courts in San Francisco County, California, U.S.A., then your local jurisdiction and venue will apply to such disputes related to these terms. Otherwise, all claims arising out of or relating to these Terms will be litigated exclusively in the federal or state courts of San Francisco County, California, U.S.A., and you and GoodData consent to personal jurisdiction in those courts.

(c) **Compliance with Applicable Laws.** You shall comply with all applicable foreign and domestic laws (including without limitation, export laws), governmental regulations, ordinances, and judicial administrative orders. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Portal Content and the GoodData products and services. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Portal Content or the GoodData products and services to prohibited countries or individuals or permit use of the Portal Content or the GoodData products and services by prohibited countries or individuals.

(d) **Severability.** If any part of these Terms is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms will continue in effect.

(e) **Consent to Electronic Communications and Solicitation.** You understand and expressly agree that we may send you communications or data regarding the Portals via electronic mail. You agree that all such notices, disclosures and other communications that GoodData provides to you electronically satisfy any legal requirement that such communications be in writing.

(f) **Entire Agreement.** These Terms constitute the entire agreement between us for the Portals and supersede all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. It is the express wish of both you and us that these Terms and all related documents be drafted in English.

(g) **No Third Party Beneficiaries.** Nothing in these Terms, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of these Terms.