

FoundationDB Terms of Service
Last Updated: August 16, 2013

PLEASE READ THESE TERMS OF SERVICE ("TOS") BELOW. BY USING AND/OR ACCESSING WWW.FOUNDATIONDB.COM, OR ANY AFFILIATED WEBSITES (COLLECTIVELY, THE "WEBSITE"), YOU AGREE TO BE BOUND BY THE TOS. IF YOU DO NOT AGREE TO THE TERMS OF THE TOS, PLEASE EXIT THIS WEBSITE.

You may print and keep a copy of this TOS. FoundationDB, LLC ("FoundationDB") may change the terms in this TOS at any time. When the terms are changed, FoundationDB will notify you by placing a notice at www.foundationdb.com; the newly revised TOS will be effective immediately. The changes also will appear in this document, which you can access at any time by clicking on the "Terms of Service" link found on our home page. If you use the Website after notification of a change in the TOS, you are deemed to have accepted all of the changes and will be bound by all such changes, in addition to the terms which have not changed.

1. **Initial Log-in.** If you wish to use certain features of the Website, you may be requested to create a FoundationDB account. As a User (defined as any individual who uses and/or accesses the Website), you agree to provide FoundationDB with accurate, complete information during your initial log-in. It is your responsibility to inform FoundationDB of any changes to such information. Each password is solely for one designated person. FoundationDB does not permit a) any other person to use the Website under a User's name; or b) access through a single name to be made available to multiple users.
2. **Password and Access to the Service.** As part of creating a FoundationDB account, you will select a password to access the Content (defined in Section 3). You agree that you will maintain the password as private and confidential information. You are responsible for all use of the Website that is accessed through your password, and are responsible for preventing such unauthorized use. If you believe an unauthorized use has occurred, you are required to notify FoundationDB immediately by sending an e-mail to info@foundationdb.com. You warrant that you are not a "minor" as defined by applicable law. Any use of this Website by a minor or by any unregistered person is an unauthorized use ("Unauthorized Use"). If an Unauthorized Use does occur, you will be fully responsible for any minor or any unregistered person whom you permit to use the Website; you will defend, indemnify, and hold FoundationDB harmless from and against any and all claims, liability or expenses arising out of an Unauthorized Use of the Website.
3. **Intellectual Property Rights.** All text, software (including source and object codes), visual, oral or other digital material, photographs, information, data, graphics and all other content of any description available on the Website (collectively, the "Content"), and all copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights, and all other rights in or relating to the Content (collectively, the "Intellectual Property") are owned by FoundationDB or its licensors, and are protected by copyrights, trademarks, service marks, international treaties or other proprietary rights and laws of the United States of America ("U.S."). Notwithstanding the foregoing, Content does not include any software (including source and object codes) and/or services provided on the Website which are subject to a separate set of terms and conditions. You may only use the Content or Intellectual Property, or access the Website, as expressly permitted in this TOS and for no other purposes. Except as expressly provided in this TOS, nothing contained herein shall be construed as conferring upon you any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights, laws or treaties. Furthermore, you may not use any of FoundationDB's trademarks, trade names or service marks in any manner which creates the impression that such names and marks belong to, or are associated with, you or are used with FoundationDB's consent, and you acknowledge that you have no ownership rights in and to any of these names and marks. All present and future rights in, and title to, the Website and the Content are reserved to FoundationDB for its exclusive use.
4. **Grant of License.**
 - a. As a User of this Website, you are granted a personal, nonexclusive, nontransferable, nonassignable, revocable, limited license to access and use the Website and Content to participate in a discussion forum that allows the exchange of ideas with other Users. FoundationDB may terminate this license at any time for any reason.
 - b. Except as otherwise provided in this TOS, you (or the owner of any content that you post on the Website) retain ownership of all Intellectual Property in such content, which is defined as "your information." When you elect to post your information on the Website, you grant FoundationDB the irrevocable, royalty-free, perpetual, worldwide right and license to use, copy, edit, reproduce, modify, display, reformat, perform, publish, translate, distribute, redistribute, adapt, promote, and create derivative work of your information, including without limitation in any medium and via any form of technology. You acknowledge that FoundationDB owns all Intellectual Property rights in any derivative work, compilation, new or improved products or services, and/or collective work FoundationDB may conceive based on, using or incorporating your information (excluding your information itself, which you own and to which you have granted a license as described in the preceding sentence). You may provide FoundationDB, as part of your information, with comments, enhancement requests, recommendations, or other feedback including without limitation suggestions for improvements to the Website and/or Content (collectively, "Feedback"). You agree not to publish or otherwise disclose such Feedback (except on the Website) or otherwise use, reproduce, modify, display, reformat, perform, distribute, redistribute, adapt, promote, and/or create derivative works from such Feedback without FoundationDB's prior written approval. You represent and warrant that you have all right, title and interest (including without limitation Intellectual Property rights) in and to your information to grant such licenses to us without infringement or violation of any third party Intellectual Property rights contract rights.

5. **Limitations on Use.** You may not use the Website or the Content for any illegal purpose or in any manner inconsistent with this TOS. The Content on this Website is for Personal Use only and not for commercial exploitation. As used in this TOS, "Personal Use" includes your use in a business, academic, professional, organizational, or individual setting, but **DOES NOT** include any activity or use that is in competition with, or which may become a competitor of, FoundationDB. Any such activity or use is an "Unauthorized Use". An Unauthorized Use also includes, but is not limited to, (a) using the Content, or parts of the Content, to create a website, (b) using the Content, or parts of the Content, for financial or competitive gain for any party, individual or entity, or (c) performing, or carrying out, any of the other prohibited acts set out in this Section 5. No other hard copy or electronic duplication, transmission, redistribution, or publication of any Content is allowed, and you may not use or include any Content in any other print or electronic publication or service. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Website or the Content, nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy the Website or the Content without FoundationDB's prior written permission. You may not copy, modify, reproduce, download, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Website or the Content, except to the extent permitted in this TOS. You may not upload to the Website any data, material, code, virus, or any other digital information that is intended to, or has the effect of, rendering all or parts of the Website or the Content ineffective, unavailable, or unusable, or which uses, or attempts to use, the Website for any purpose not intended by the FoundationDB. You may not use or otherwise export or re-export the Website or any portion thereof, or the Content or any software available on or through the Website, in violation of the export control laws and regulations of the United States of America or any other country in which you may be using the Website. You will not alter or remove any trademark, copyright or other notice from any copies of the Content. You may not sublicense, assign or transfer this license. Any Unauthorized Use of the Website or Content is prohibited. Your violation of any of the foregoing provisions constitutes Unauthorized Use, and may result in civil or criminal liability. Requests regarding use of the Website or Content for any purpose other than Personal Use, as defined above, should be directed to info@foundationdb.com.
6. **User Conduct.** You are solely responsible for your information and warrant that you have all legal rights and licenses necessary for you to comply with Section 4.b. In connection with the Website and Content, you will not: (a) act in an unwanted or offensive manner toward another User; (b) use the Website for political, commercial or advertising purposes; (c) harm or exploit minors in any way, which includes requesting personal or other information; (d) post, submit or otherwise do anything with the Website or Content that is unlawful, harmful, tortious, defamatory, profane, obscene, libelous, hateful or offensive to the average User; (e) act in a racially, ethnically, or otherwise objectionable manner; (f) collect or store personal data of any other User; (g) post or reference pornographic materials (whether in visual, textual, or audio format); (h) discuss, incite or otherwise solicit illegal activity; or (i) violate or infringe upon the proprietary or other rights of any individual or third party.
7. **Digital Millennium Copyright Act Notification of Alleged Copyright Infringement.** We respect the intellectual property of others, and we ask you to do the same. If you believe your work has been copied on the Website in such a way that would constitute copyright infringement, you should send a copyright infringement notice to our Designated Agent (as identified below) promptly. The notification should be in writing and should include, as specified below:
- A. Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed.
 - B. Identify the Website page or location that you claim is infringing the copyrighted work listed in Section 7A above.
 - C. Provide information reasonably sufficient to permit us to contact you, including without limitation an email address, postal address and phone number.
 - D. Identify the country or countries to which your copyright applies.
 - E. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
 - F. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
 - G. Sign the paper or provide an electronic signature.
 - H. Send the written communication to the Designated Agent for Claimed Infringement via one of the following methods:
 - i. Email: info@foundationdb.com
 - ii. Postal Mail: 8245 Boone Blvd. #340, Vienna, VA 22182
 - iii. Phone: 1-855-YES-ACID

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from the Website without liability to any party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

8. **Linking/Third Party Content.** FoundationDB does not control the content of the websites of third parties and is not responsible for any representations, advice, counseling or other assistance, or any errors or inaccuracies contained therein, that is shown on those websites, or otherwise provided to Users or obtained from the third parties who own such websites. Third party content may appear on this Website or may be accessible via links from this Website. FoundationDB is not responsible for, and assumes no liability for, any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on the Website. You understand that the information and opinions in the

third party content is neither endorsed by, nor does it reflect the belief of, FoundationDB. You hereby irrevocably waive any claim against FoundationDB in connection with any of the foregoing.

9. **Restrictions on Framing and Linking Activities.** FoundationDB is concerned about the integrity of the Website when it is accessed in a manner solely determined by third parties or viewed in a setting solely created by third parties. Specifically, FoundationDB is concerned with activities such as bringing up or presenting content of the Website within another Web site ("framing" or "frame"). In this regard, without limiting the provisions contained in this TOS, you must make a specific request for, and secure permission from, FoundationDB prior to framing, this Website or any of its Content, or engaging in similar activities by writing to info@foundationdb.com. You may deep link (which for purposes of this TOS means linking to an internal or subsidiary page of the Website that is located one or several levels down from the Home Page) pages of this Website provided that such deep linking does not violate your obligations under Sections 5 and/or 6.
10. **Errors and Corrections.** FoundationDB does not warrant or represent that the Website and/or Content will be correct, accurate, timely, or otherwise reliable, uninterrupted, error-free, free of viruses or other harmful components, or that defects will be corrected; however, it will make reasonable efforts to correct any such errors or problems if notified by a User. Such notice, with as much detail as possible, should be sent to info@foundationdb.com. FoundationDB may make improvements or changes to Website (including without limitation its features and functionality) or Content at any time.
11. **DISCLAIMERS.** THE WEBSITE AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS. FOUNDATIONDB DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, PERFORMANCY, ACCURACY, INTEGRATION, AND/OR ANY WARRANTIES ARISING OUT OF OR FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, GUIDANCE OR INFORMATION PROVIDED BY FOUNDATIONDB WILL CREATE A WARRANTY.
12. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL FOUNDATIONDB BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE WEBSITE AND/OR CONTENT. FOUNDATIONDB DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO THE WEBSITE, CONTENT AND/OR THIRD PARTY MATERIALS THEREIN INCLUDING, WITHOUT LIMITATION (A) ANY ERRORS IN, OR OMISSIONS FROM, THE WEBSITE AND THE CONTENT INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES, TRANSLATIONS, AND TYPOGRAPHICAL ERRORS; (B) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE WEBSITE INCLUDING, BUT NOT LIMITED TO, ANY ERRORS IN OR OMISSIONS THEREFROM; (C) THE UNAVAILABILITY OF THE WEBSITE OR ANY PORTION THEREOF; (D) YOUR USE OF, OR INABILITY TO USE, THE WEBSITE; (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE WEBSITE; OR (F) ANY COMPUTER VIRUSES, "WORMS," OR "TROJAN HORSES," ANY OTHER TYPE OF DESTRUCTIVE OR MALICIOUS COMPUTER CODE (BY WHATEVER NAME IT IS CALLED), OR ANY UNAUTHORIZED COMPUTER CODE WHICH IS ATTACHED TO, OR MADE A PART OF, THE WEBSITE BY ANY PERSON, GROUP, OR ORGANIZATION. IN NO EVENT WILL FOUNDATIONDB'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS TOS EXCEED FIFTY DOLLARS (\$50.00).
13. **Unlawful Activity.** FoundationDB reserves the right to investigate complaints or reported violations of the TOS and to take any action FoundationDB deems appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to User profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.
14. **Authorized Third Parties.** FoundationDB reserves the right to allow third parties to provide any necessary services to FoundationDB and/or to Users to enable FoundationDB to provide the Service.
15. **Remedies for Violations.** FoundationDB reserves the right to seek any and all remedies available at law and in equity for violations of this TOS including, but not limited to, the right to block access from a particular Internet address to the Website.
16. **Governing Law and Jurisdiction.** This TOS is governed by, and construed in accordance with, the laws of the U.S. and Commonwealth of Virginia, without giving effect to conflicts-of-law principles thereof. You agree to submit to the personal jurisdiction of the federal and state courts located in the Commonwealth of Virginia with respect to any legal proceedings that may arise in connection with the Website and/or Content or from a dispute as to the interpretation or breach of this TOS. By agreeing to this TOS, you hereby irrevocably waive, to the fullest extent permitted by law, your right to form a class or otherwise participate in a class action suit against FoundationDB including without limitation the right to have a case under this TOS joined to a case relating to any third party subject to this TOS. This TOS will not be subject to (a) the United Nations Convention on Contracts for the International Sale of Goods, or (b) any version of the Uniform Computer Information Transactions Act (UCITA) as it is, or may be, adopted in any state.

17. **Access Outside the United States.** FoundationDB does not represent that the Website and/or are appropriate or available for use in countries outside the U.S. If you choose to access the Website from outside the U.S., you are responsible for compliance with foreign and local laws, if applicable.
18. **Privacy.** Your use of the Website is subject to FoundationDB's **Privacy Policy**, available through this link and from any page on the Website.
19. **Severability of Provisions.** This TOS incorporates by reference the Privacy Policy, and together they constitute the entire agreement with respect to access to, and use of, the Website. If any provision of this TOS is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.
20. **Modifications to this TOS.** FoundationDB reserves the right to change this TOS at any time. Updated versions of the TOS will appear on the Website and are effective immediately. You are responsible for regularly reviewing the TOS. Continued use of the Website after any such changes constitutes your consent to such changes.
21. **Headings.** The section titles in the TOS are used solely for the convenience of you and FoundationDB, and they have no legal or contractual significance.
22. **Survival of terms after TOS ends.** Notwithstanding any other provisions of this TOS, or any general legal principles to the contrary, any provision of this TOS that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this TOS.