



# Bentley Web Properties Terms of Use

Last Revised: February 28, 2019

Welcome to the Bentley Systems, Incorporated ("Bentley") Web Properties ("Web Properties"). If you are a subscriber to any Bentley subscription programs ("Subscriber") and have signed a written program agreement ("Program Agreement"), then that Program Agreement, together with any applicable end-user license agreement(s), and the following terms and conditions ("Terms of Use") govern your use of the Web Properties and any information, documents, products, software, graphics, and services ("Materials") that you download or otherwise obtain. For Subscribers, the following Terms are the sub-Agreements referenced in various ways within the respective Program Agreement. Otherwise, for those who do not fit into any of the foregoing categories, these Terms of Use control your use of the Web Properties. Your agreement to follow and be bound by these Terms of Use is a condition precedent to your use of the Web Properties. By accessing, using, or downloading Materials from the Web Properties, you agree to these Terms of Use. If you do not agree with these Terms of Use, do not use the Web Properties.

1. [Acceptance of Terms of Use](#)
  2. [Embargo of disclosure](#)
  3. [Description of services](#)
  4. [Privacy and protection of personal information](#)
  5. [Personal and non-commercial use limitation](#)
  6. [Notice specific to documents available on the Web Properties](#)
  7. [Notice specific to software available on the Web Properties](#)
  8. [DISCLAIMER OF WARRANTIES AND LIABILITY](#)
  9. [Local laws; Export Control](#)
  10. [Injunctive relief](#)
  11. [Member account, password, and security](#)
  12. [No unlawful or prohibited use](#)
  13. [Use of services](#)
  14. [Materials provided or posted on the Web Properties](#)
  15. [Notices and procedure for making claims of copyright infringement](#)
  16. [Links to third-party sites](#)
  17. [Third-party content disclaimer](#)
  18. [Unsolicited idea submission policy](#)
  19. [Copyright notice and FAQ](#)
  20. [Miscellaneous](#)
- 

## ACCEPTANCE OF TERMS OF USE

The Web Properties provided to you are subject to the following Terms of Use ("TOU"). Bentley reserves the right to update the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of Web Properties pages.

[Back to top](#)

## EMBARGO OF DISCLOSURE

Any part of the Web Properties that has not been publicly disclosed is not to be disclosed or discussed -- except within that part of the Web Properties until that part of the Web Properties is publicly announced by Bentley.

[Back to top](#)

## DESCRIPTION OF SERVICES

The Web Properties provides you with access to a variety of resources, including developer tools, download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web Properties, are subject to the TOU.

[Back to top](#)

## PRIVACY AND PROTECTION OF PERSONAL INFORMATION

See the [Privacy Statement](#) disclosures relating to the collection and use of your information.

[Back to top](#)

## PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software and/or products, or services obtained from the Services.

[Back to top](#)

## NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THE WEB PROPERTIES

You may use '**Documents**' (such as white papers, press releases, datasheets, FAQs, and so forth.) from the Services, provided that (1) the all copies of the Documents indicate by copyright attribution that Bentley is the exclusive owner, (2) you use such Documents for informational and non-commercial or personal use only and not copy or post any Documents on any network computer or broadcast in any media, and (3) you do not modify of any Documents. Accredited educational institutions, such as K-12, universities, private/public colleges, and state community colleges, may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Documents referenced above do not include the design or layout of owned, operated, licensed or controlled site Web Properties. Elements of the Web Properties are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any Web Property may be copied or retransmitted unless expressly permitted by Bentley.

BENTLEY AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED AS PART OF THE SERVICES FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND. BENTLEY AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ~~IN NO EVENT SHALL BENTLEY AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THE SERVICES.~~

THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. BENTLEY AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

[Back to top](#)

## NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THE WEB PROPERTIES

Any software made available for download from the Services ('**Software**') is the copyrighted work of Bentley and/or its suppliers. Use of the Software is governed by the terms of the end-user license agreement, if any, which accompanies or is included with the Software ('**License Agreement**'). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms.

The Software is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, BENTLEY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

FOR YOUR CONVENIENCE, BENTLEY MAY MAKE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS, AND UTILITIES FOR USE AND/OR DOWNLOAD. BENTLEY DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THE SERVICES OR IN BENTLEY SOFTWARE PRODUCTS.

RESTRICTED RIGHTS LEGEND. The services provided on this Web site and any associated software or documentation is provided with restricted rights and are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to 48 C.F.R. 12.212 and 227.7202, and "restricted computer software" pursuant to 48 C.F.R. 52.227-19(a), as applicable. Use, modification, reproduction, release, performance, display or

disclosure of the software and accompanying documentation by the U.S. Government are subject to restrictions as set forth in this Agreement and pursuant to 48 C.F.R. 12.212, 52.227-19, 227.7202, and 1852.227-86, as applicable. Contractor/Manufacturer is Bentley Systems, Incorporated, 685 Stockton Drive, Exton, PA 19341-0678.

[Back to top](#)

## DISCLAIMER OF WARRANTIES AND LIABILITY

Use the Web Properties and any Materials they contain at your own risk. Due to numerous possible sources of information available through the Web Properties, and the inherent uncertainties of electronic distribution, there may be delays, omissions, inaccuracies or other problems with such information. Reliance upon any information on the Web Properties is at your own risk. You are solely responsible for any loss of data or damage to your computer system resulting from use of the Web Properties. In states where exclusion of damages is specifically prohibited, you agree that Bentley liability, if any, is limited to, and will not exceed, fifty dollars (\$50).

**DISCLAIMER OF WARRANTY:** UNLESS EXPLICITLY STATED OTHERWISE, WEB PROPERTY MATERIALS ARE PROVIDED "AS IS." BENTLEY DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. BENTLEY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY OF THE WEB PROPERTY MATERIALS. ANY QUESTIONS REGARDING THE MATERIALS SHOULD BE DIRECTED TO THE PROVIDERS OF SUCH MATERIALS. BENTLEY MAKES NO WARRANTY OR REPRESENTATION THAT THE WEB PROPERTIES, MATERIALS OR SERVICES OFFERED ON THE WEB PROPERTIES WILL MEET ANY OF YOUR REQUIREMENTS OR WILL OPERATE UNINTERRUPTED, SECURE, OR ERROR FREE.

**LIMITATION OF LIABILITY:** BENTLEY IS NOT LIABLE FOR ANY DAMAGES SUFFERED AS A RESULT OF USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING OR DOWNLOADING THE MATERIALS ON THE WEB PROPERTIES. BENTLEY IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGE (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF BENTLEY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

YOU AGREE TO HOLD BENTLEY HARMLESS FROM, AND YOU AGREE NOT TO SUE BENTLEY FOR, ANY CLAIMS ARISING FROM YOUR USE OF THE WEB PROPERTIES OR THE MATERIALS OR THE SERVICES PROVIDED THROUGH THE WEB PROPERTIES.

[Back to top](#)

## LOCAL LAWS; EXPORT CONTROL

Bentley controls and operates the Web Properties from its headquarters in various locations in the United States and makes no representation that these Materials are appropriate or available for use in other locations. If you use the Web Properties from other locations, you are responsible for compliance with applicable local laws including, but not limited to, the export and import regulations of other countries.

Unless explicitly stated otherwise, all marketing or promotional Materials found on the Web Properties are directed only to individuals, companies, or other entities located in the United States.

The Materials are subject to United States export control laws, regulations and requirements. You agree, regardless of any disclosure made by you to Bentley concerning the ultimate destination of any Materials, that you must not export or transfer, whether directly or indirectly, the Materials, or any portion thereof, or any system containing such Materials or any portion thereof, to anyone outside the United States without first complying strictly and fully with all export controls that may be imposed on the Materials by the U.S. Government or any country or organization of nations within whose jurisdiction you use the Materials. The countries subject to restriction by action of the United States Government are subject to change, and it is your responsibility to comply with the United States Government requirements, as they may be amended from time to time, and to assume sole responsibility for obtaining licenses to export or re-export as may be required. You shall indemnify, defend, and hold Bentley harmless for any breach of your obligations pursuant to this section.

[Back to top](#)

## INJUNCTIVE RELIEF

You acknowledge that any use of the Services provided on the Web Properties contrary to this Agreement, or any transfer, sublicensing, copying, or disclosure of technical information or Materials related to the services provided on the Web Properties may cause irreparable injury to Bentley, its affiliates, suppliers and any other party authorized by Bentley to resell, distribute, or promote the services provided on this Web site ("Resellers"), and under such circumstances, Bentley, its affiliates, suppliers, and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

[Back to top](#)

## MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires you to open an account, you must complete the registration process by providing current, complete, and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Bentley immediately of any unauthorized use of your account or any other breach of security. Bentley 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 Bentley or another party due to someone else using your account or password. You may not use anyone else's account at any time without the permission of the account holder.

[Back to top](#)

## NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Web Property, or the network(s) connected to any Web Property, or interfere with any other party's use of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Web Property or to any of the Services, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

[Back to top](#)

## USE OF SERVICES

The Services may contain e-mail services, bulletin board services, chat areas, newsgroups, forums, wikis, blogs, communities, personal Web pages, calendars, photo albums, file cabinets, and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send, and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information.
- Upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright, or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Bentley has no obligation to monitor the Communication Services. However, Bentley reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Bentley reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

Bentley reserves the right at all times to disclose any information as Bentley deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in Bentley's sole discretion.

Always use caution when giving out any personally identifiable information about yourself or your family in any Communication Services. Bentley neither controls nor endorses the content, messages, or information found in any Communication Services and, therefore, Bentley specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services. Managers and hosts are not authorized Bentley spokespersons, and their views do not necessarily reflect those of Bentley.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction, and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

[Back to top](#)

## MATERIALS PROVIDED TO OR POSTED ON THE WEB PROPERTIES

Bentley does not claim ownership of the materials you provide to the Web Properties (including feedback and suggestions) or post, upload, input, or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting ("Posting") your Submission, you are granting Bentley, its affiliated companies, and necessary sublicensee's permission to use your Submission in connection with the operation of their Internet businesses (including, without limitation, all Web Properties), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of your Submission, as provided herein. Bentley is under no obligation to post or use any Submission you may provide and Bentley may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these TOU including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

In addition to the warranty and representation set forth above, by posting a Submission that contains images, photographs, pictures, or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these TOU and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these TOU, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these TOU, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By posting Images, you are granting (a) to all Web Property members (for each such Images available to Web Property members), and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use your Images in connection with the use, as permitted by these TOU, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for Images will terminate at the time you completely remove such Images from the Services, but such termination shall not affect any licenses granted in connection with such Images prior to complete removal. No compensation will be paid with respect to the use of your Images.

[Back to top](#)

## NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's designated agent.

[Back to top](#)

## LINKS TO THIRD-PARTY WEB SITES

THE LINKS IN THIS AREA WILL LET YOU LEAVE THE WEB PROPERTIES. THE LINKED SITES ARE NOT UNDER THE CONTROL OF BENTLEY AND BENTLEY IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. BENTLEY IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. BENTLEY IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY BENTLEY OF THE LINKED SITE.

[Back to top](#)

## THIRD-PARTY CONTENT DISCLAIMER

Bentley has not independently authenticated Materials provided by third-party providers in whole or in part. Bentley does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by Bentley. Bentley makes no warranty or representation with respect to any third-party Materials.

[Back to top](#)

## UNSOLICITED IDEA SUBMISSION POLICY

BENTLEY OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS, OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS, OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN BENTLEY'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO THE BE COMMUNITY. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO THE BE COMMUNITY OR ANYONE AT BENTLEY. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT BENTLEY MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

[Back to top](#)

## COPYRIGHT NOTICE AND FAQ

© 2010 Bentley Systems, Incorporated. All rights reserved.

The following is provided for informational purposes only and should not be construed as legal advice. If you need legal advice, contact a lawyer.

### What is copyright?

Copyright law protects original works, such as websites, books, music, paintings, photos and video. A work is "original" if it contains some elements you created and did not borrow from others. Typically, when you create an original work, you own the copyright. As the copyright owner, you can control how others use your work. For example, if you write a movie script, you have the right to, and can prevent others from, copying your script, sharing it with others ("distributing it"), making a movie or book from your script (a "derivative work"), or publicly performing your script as a play or movie. You also have the ability to sell or give away these rights. In other words, you could sell the right to make a movie based on your script to a movie studio.

If you use someone else's copyrighted materials without permission, that use generally violates the copyright owner's exclusive rights, and is copyright infringement. So if you create a new work and include parts of other people's works in it (such as an existing photo, lengthy quotes from a book or a loop from a song), you must own or have permission to use the elements you borrow. For example, if your script is based on an existing popular series, you should obtain permission to use the elements you borrow from the series.

Copyright law is different from the law of personal property. If you buy a physical object, such as a movie on DVD, you own the physical object. You do not, however, obtain ownership of the "copyrights" (the rights to make copies, distribute, make derivatives and publicly perform or display) in the content of the movie. The fact that you have obtained physical possession of a DVD does not automatically grant you the right to copy or share it.

If you make your own movie, it may include many copyrighted works in it. So, if you decide to make a movie based on your script, you must either create all elements of it on your own, or have permission to use the elements you borrow. Especially keep in mind that photos or artwork hanging on the walls of your sets and music on the soundtrack (even if you own the CD or MP3) may be copyrighted. You should not include copyrighted works such as these in your movie without authorization.

A few other things to keep in mind:

1. Just because a work does not include a copyright notice (e.g., © 2008 Bentley Systems, Incorporated) does not mean the work is in the public domain. Copyright notices are generally not required for works to be protected by copyright.
2. Just because a work is easily available on the internet or elsewhere does not mean you may use the work freely. Look for terms of use, such as Creative Commons, that explain how works you find on the Internet may be used.

### What happens if you upload copyrighted materials to the Web Properties without permission?

By law, we are required to take down videos, music, photographs, or other content you upload onto the Web Properties if we learn that it infringes someone else's copyright. If you believe that we have mistakenly taken down content you uploaded that you own or have permission to upload, you can also let us know that. Finally, if you upload infringing content repeatedly, we will terminate your account and you could face criminal and civil penalties. We ask that you always respect other people's copyrights.

### What if my stuff is on a Web Property without my permission?

If you believe that anything on the Web Properties infringes your copyright, [let us know](#). Provide us with the details and we will see that your copyrighted works are taken down.

### I want to share my content, but...

Many of our Web Properties and Services allow you to share content you create. Though there is no way for us to ensure that your content will not be misused when you share it online, you may consider making it available under a Creative Commons License.

Creative Commons licenses are a simple way for you to let people know what uses they can make of your creative works and under what conditions. Creative Commons licenses are customizable based on your preferences and are automatically generated through the use of an online form. The form includes questions such as whether your work may be used only for non-commercial purposes and whether the work may be modified. As such, a variety of licenses are possible. For example, an "attribution only" license allows others to make any use of your work as long as they indicate that you are the copyright holder.

Creative Commons is continually developing new licenses tailored to needs identified by creative people like you. To learn more about Creative Commons, or to prepare a Creative Commons license, visit their website at <http://creativecommons.org/>.

[Back to top](#)

## MISCELLANEOUS

The TOU and your use of the Web Properties, Materials, and Services provided shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA, exclusive of its choice of law provisions. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving Chester County, Pennsylvania and the Eastern District of Pennsylvania.

Failure by either party to exercise any of its rights under or to enforce any provision of this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. The provisions of this Agreement shall be deemed to be separable and the invalidity of any provision hereof shall not affect the validity of the remainder of this Agreement.

Send your questions to the appropriate contact as listed below:

- Web Properties, contact [marketing@bentley.com](mailto:marketing@bentley.com)
- Piracy questions can be routed to [anti.piracy@bentley.com](mailto:anti.piracy@bentley.com) or call the Business Software Alliance's Hotline at (888) NOPIRACY.

[Back to top](#)

