

# Terms of Service

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## Terms of Service for

### Account and Content Submission Agreement

In addition to the terms set forth in the "Terms of Use" ("TOU") governing use of Intel Web Sites, the following Terms of Service for Account and Content Submission Agreement ("TOS") (jointly referred to as the "Terms") govern your use of services on Intel Corporation ("Intel") web site(s) located at \_\_\_\_\_ (the "Site"). Use of the Services on the Site constitutes full acceptance of and agreement to the Terms; if you do not accept you are not granted rights to use the Site as defined herein, and should refrain from accessing or submitting content to the Site.

## USER ACCOUNT

- 1. DESCRIPTION OF SERVICES:** a Site owned or operated by Intel or an Intel vendor or designee, for the purpose of promoting Intel products and services, and to provide a user-driven community. Services may include user registration, participation, public sharing, posting, uploading, linking, downloading, and transferring, viewing, submitting or transmitting materials (including, but not limited to graphics, data, art, video, audio, text, opinions, profiles, photos, code, technical documentation, technical support, best practices, white papers, case studies, support knowledge & know how, etc.) on this Site (User Activities).
- 2. REGISTRATION OBLIGATIONS:** In order to participate in the Site's User Activities you must register and establish a User Account ("Account"). To register you must: (1) be at least 18 years of age or older, (2) complete the Account registration form by providing true, accurate, current and complete information (collectively, the "Registration Data") and (3) maintain and promptly update the Registration Data as necessary to keep it true, accurate, current and complete. If, after investigation Intel has reasonable grounds to suspect that any of your information is untrue, inaccurate, not current or incomplete, Intel may suspend or terminate your Account and prohibit your current or future use of the Site (or any portion thereof).
- 3. PASSWORD AND USER NAME:** You may need to enter a password and username and receive Account designations upon completing the registration processes. You are solely responsible for maintaining the confidentiality of your password and username. Furthermore, you are entirely responsible for any and all activities under your Account. You agree to notify Intel immediately of any unauthorized use or any other breach of security on your Account. Intel will not

be liable for any loss incurred as a result of an unauthorized use of a password or account. However, you could be held liable for losses incurred by Intel or another party due to an unauthorized use of your Account or password. Unauthorized use of another's account or password is strictly prohibited.

4. PERSONAL INFORMATION: Intel will handle and protect Account and Registration Data in accordance with Intel's Corporate Privacy Policy.

5. USER REQUESTED TERMINATION: If you would like to close your Account and/or remove content which you have submitted, you should contact \_\_\_\_\_.  
A user's request for termination will result in deletion of his or her Account and all related content.

6. TERMINATION: Intel may terminate your Account at its absolute discretion and for any reason. Intel is especially likely to terminate for reasons that include, but are not limited to, the following: (1) violation of Terms, including of Prohibitions listed herein; (2) abuse of Site resources or attempt to gain unauthorized entry to the Site or Site resources; (3) use of this or any Intel web site or service in a manner inconsistent with its purpose; (4) a user's request for such termination; (5) posting of inappropriate or obscene materials (6) violation of copyright, publicity rights or other laws, (7) violation of site Code of Conduct (if applicable) and/or (8) as required by law, regulation, court or governing agency order.

Intel's termination of your access to may be effected without notice and, on such termination Intel may immediately deactivate or delete your Account and/or bar any further access. Intel shall not be liable to any user or other third party for any account or access termination.

7. INDEMNIFICATION: You shall indemnify, defend and hold harmless Intel, and its affiliates and their respective officers, employees and agents, from any and all claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, made by any third party due to or arising out of your acts or omissions, including claims arising out of your use of the Site, your submissions, postings or transmission on the Site, or your violation of these TOS.

8. LIMITATION OF LIABILITY: YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND INTEL ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. EACH USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO HIS OR HER COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SITE. INTEL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INTEL MAKES NO WARRANTY THAT THE SITE OR ANY

SERVICE THEREON WILL MEET YOUR REQUIREMENTS, (ii) ANY USER ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iii) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY ANY USER WILL MEET HIS OR HER EXPECTATIONS, (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, AND (v) THAT ANY CONTENT UPLOAD TO THE SITE IS PROTECTED OR SECURE. INTEL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR ANY OTHER MATTER RELATING TO THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. RELATIONSHIP: Nothing herein shall be deemed to create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship of any kind between Intel and you or any other person or entity nor do these TOS extend rights to any third party. Intel does not and cannot control the actions of Site users, visitors or linked third parties. We reserve the right to report any malfeasance that comes to our attention to the appropriate authorities.

## USER GENERATED CONTENT

1. USER CONTENT: The Site may host or facilitate User Activities or Services for the purpose of allowing users to share content, ideas and materials publicly (the "User Content"). Use of these services and activities is limited to registered Account holders in compliance with these TOS.

2. OWNERSHIP OF USER CONTENT: Intel does not claim ownership of any User Content submitted, posted, transmitted, made available or displayed on, or through, the Site, including, but not limited to, data, text, sound, images, videos, diagrams, audio, information, graphs, or descriptions on the Site. Unless otherwise agreed to in writing, there is no compensation for User Content. Intel is under no obligation to post or use any User Content submitted and Intel may remove any User Content at any time in its sole discretion.

3. LICENSE TO USE USER CONTENT: By posting, uploading, inputting, providing or submitting User Content you grant Intel, its affiliated companies, sublicensees and Site users, a perpetual, irrevocable and fully sublicensable license, a worldwide, royalty-free,

non-exclusive license to use, distribute, reproduce, format, publish, syndicate, publicly perform and publicly display the User Content (in whole or in part) and to incorporate such User Content into other works in any format or medium now known or later developed for any and all commercial or non-commercial purposes.

4. **RESPONSIBILITY FOR USER CONTENT:** All User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such content originated. This means that you, and not Intel, are entirely responsible for any and all content that you upload, post, share, or otherwise display via the Site.

5. **WARRANT AND REPRESENTATIONS ON USER CONTENT:** By posting or submitting User Content you warrant and represent that you own or otherwise control any and all of the rights to your submission including, but not limited to, all the rights necessary for you to provide, post, upload, input or submit the User Content. To the extent that the User Content submitted contains copyrighted content you warrant and represent that (a) you are the copyright owner of such content, or that the copyright owner has granted you permission to use such content consistent with the manner and purpose of your use, (b) you have the rights necessary to grant the licenses and sublicenses described in these TOS, and (c) that each person depicted in such content, if any, has provided consent to the use of the content as set forth in these TOS. Intel reserves the right to request a proof of ownership or permission, and to refuse to post User Content without such proof or if such proof is not, at its sole discretion, sufficient.

6. **INDEMNIFICATION:** You agree to indemnify and hold Intel and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit or otherwise make available through the Sites, your use of the Site, your connection to the Site, your violation of the Terms, or your violation of any rights of another.

7. **PROHIBITIONS:** In relation to any User Content you agree that you will not:

a. transmit content or otherwise conduct or participate in any activities on the Site that is prohibited by law in any applicable jurisdiction, including laws governing the encryption of software, the export of technology, the transmission of obscenity, copyright law, or the permissible uses of intellectual property;

b. upload, or otherwise make available, files that contain images, software or other material protected by intellectual property laws, including, by way of example, copyright or trademark laws unless you own or control the rights thereto or have received all necessary consents to submit such materials to the site;

- c. Use any material or information, including images or photographs, which are made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- d. upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- e. use the Site to "stalk" or otherwise harass or harm another including but not limited to personal attacks, hate speech, or other egregious commentary against another contributor to this site;
- f. impersonate any person or entity, including, but not limited to, an Intel official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity or collect or store personal data about other users in connection with the prohibited conduct and activities;
- g. upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- h. upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- i. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- j. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- k. use the Site in any manner that could damage, disable, overburden, or impair any Intel server, or network(s) connections, disobey any requirements, procedures, policies or regulations of networks connected to the Site or interfere with any other party's use and enjoyment of the Site;
- l. attempt to gain unauthorized access to any Site, Accounts, computer systems or networks connected to any Intel server or Site, through hacking, password mining, scripting, coding, and other automated digital or other means to alter the use, functionality or experience of the Site beyond it's intended use or to

obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site;

m. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

n. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

o. sell, resell, or offer for any commercial purposes, any portion of Site, use of Site, or access to the Site;

p. upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage or interfere with the operation of another's computer or property of another;

q. forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any materials transmitted to or from the site, or delete or alter any attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other uploaded material; and/or

r. collect information about others, including e-mail addresses or other personal information

8. SITE MODERATION: You acknowledge that Intel may or may not moderate or pre-screen User Content submitted. Intel and its designees retain the right, at Intel's sole discretion to pre-screen, refuse, monitor, restrict access to, edit, or remove any User Content from the Site. Without limiting the foregoing, Intel reserves the right to refuse or delete any User Content of which it becomes aware and at its sole discretion deems infringing, inappropriate or not to fulfill the spirit or purpose of the Site. In addition, Intel shall have the right (but not the obligation) in its sole discretion to refuse or delete any User Content that it reasonably considers to violate Terms or to be otherwise illegal. Intel Corporation, in its sole and absolute discretion, may preserve User Content and may also disclose User Content if required to do so by law or judicial or governmental mandate or as reasonably determined useful by Intel to protect the rights, property, or personal safety of Site, its users and the public.

Intel does not control the User Content posted to the Site and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Intel Corporation be liable in any way for any User Content, including, but not limited to, liability for any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the Site.

9. IDEA APPROPRIATION: By submitting User Content, you agree your disclosure is gratuitous, unsolicited and without restriction and will not place Intel under any fiduciary or other obligation, that Intel is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation. You acknowledge that, by acceptance of your submission, Intel does not waive any rights to use similar or related ideas previously known to Intel, or developed by its employees, or obtained from sources other than you.

## GENERAL TERMS

1. GENERAL PRACTICES REGARDING USE AND STORAGE: Intel may establish general practices and limits concerning use of the Site. While Intel will use reasonable efforts to back up site data and make such data available in the event of loss or deletion, Intel has no responsibility or liability for the deletion or failure to store any data or other content maintained or transmitted by others on this Site or any Intel site. Intel reserves the right to mark as "inactive" and archive Accounts and/or content that is inactive for an extended period of time. Intel reserves the right to change these general practices at any time, at its sole discretion.

2. TRADEMARK INFORMATION: Intel logos and service marks, and product and service names are Intel trademarks or registered trademarks in the United States and in other countries (the "Intel Corporation Marks"). These TOS of use do not grant user any license in Intel trademarks or any Intel owned assets or intellectual property. All other names and designs may be trademarks of their respective owners.

3. COPYRIGHTS: Intel Corporation respects the intellectual property rights of others, and requires that the people who use the Site do the same. It is our policy to respond promptly to claims of intellectual property misuse. If you believe that your work has been copied and is accessible on this site in a way that constitutes copyright infringement, you may notify us at DMCA Process. If Intel determines, based on its sole discretion that you are a repeat offender under the DMCA your Account may be deactivated, all your content removed, and Intel reserves the right to take any other actions it deems necessary, including notifying the appropriate government authorities.

4. ENTIRE AGREEMENT, CHOICE OF LAW AND VENUE: The Terms constitute the entire agreement between you and Intel and govern your use of the Site. Each user may be subject to additional terms and conditions that may apply when that user uses affiliate

services, third party content or software. The Terms and the relationship between you and Intel shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts located within the State. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

5. VIOLATIONS: Please report any violations of the Terms (except for claims of copyright infringement, see paragraph 3 above for instructions) to Contact Us.