

Communities Use Agreement (revised 15 April 2019)

This FileMaker Communities Agreement ("Agreement") provides important information about your use of the FileMaker Communities sites (e.g., FileMaker Community, Partner Community) (collectively, "Sites").

IMPORTANT: IF YOU CHOOSE TO ACCEPT THIS AGREEMENT, YOU MUST ACCEPT IT AS PRESENTED TO YOU, WITHOUT CHANGES. FILEMAKER WILL ACCEPT NO ADDITIONS OR DELETIONS. At any time FileMaker may change, add, or remove any part of this Agreement or any part of the services and features provided at the Sites. If it does so, FileMaker will update the Agreement here and may also post such changes elsewhere on the Sites.

IF ANY FUTURE CHANGE IS UNACCEPTABLE TO YOU, YOU SHOULD DISCONTINUE USING THE SITES. YOUR CONTINUED USE OF THE SITES WILL ALWAYS INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND ANY CHANGES TO IT.

1. General

- A. As long as you comply with the Agreement, FileMaker grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Sites.
- B. In addition to the terms and conditions in the Agreement, all use of the Sites are governed by the FileMaker Terms of Use.
- C. In the event of any conflict between this Agreement and FileMaker Terms of Use, the terms of this Agreement will govern.
- D. Views expressed on the Sites are not endorsed by FileMaker.
- E. FileMaker does not prescreen information submitted by users of the Sites ("Submissions"). FileMaker retains the right, but not the responsibility, to edit or remove any Submission, including those deemed by FileMaker to violate the Agreement. FileMaker will make good faith efforts to investigate allegations that

- Submissions violate the Agreement but (a) makes no warranty to you that it will edit, remove, or continue to permit the display of any specific Submission, whether or not subject to such allegations, and (b) will have no liability whatsoever for editing, removing, or continuing to permit the display of any Submission whatsoever.
- F. FileMaker involvement. FileMaker may respond to questions but does not formally provide technical support on the Sites. Any information that is provided by FileMaker or FileMaker employees is offered on an "AS IS" basis without warranties of any kind.
- G. FileMaker may offer you benefits and award privileges for your participation in the Sites. The benefits and privileges provided do not create an employee, agency or independent contractor relationship between you and FileMaker, you may not present yourself as a spokesperson for FileMaker.
- H. FileMaker may use "cookies" and other technologies to track user activity within the FileMaker Communities. These technologies help us improve your experience and our products and services. FileMaker's use of this tracking information will conform to FileMaker's Privacy Policy (http://www.filemaker.com/company/legal/privacy.html)
- I. FileMaker Communities include a "connections" feature which allows a FileMaker Communities user to receive email notifications when another user submits a post. To make updates to your connections, log in to the FileMaker Community and select My Profile from the account menu.
- J. To submit information to the Sites, each user must have a unique user name and password combination. Please review the FileMaker Privacy Policy (http://www.filemaker.com/company/legal/privacy.html), which describes how FileMaker collects, uses and protects your personal information. FileMaker cannot and will not be responsible for any problems or liability that may arise if you do not provide accurate, truthful and complete information.
- K. If you provide any ideas, suggestions, or recommendations on this site regarding FileMaker's products, technologies or services ("Feedback"), FileMaker may use such Feedback and incorporate it in FileMaker products, technologies, and services without paying royalties and without any other obligations or restrictions.
- L. From time to time FileMaker may communicate with you personally concerning your participation in the Site or related matters. Those communications are not intended to be made public, and you agree not to post or otherwise disseminate those communications on the Sites or elsewhere on the internet.
- M. By using the Sites, you agree to receive certain communications from FileMaker in connection with FileMaker Communities. FileMaker may respond to your post

directly in the FileMaker Communities or may attempt to contact you outside the sites via telephone, email, or other method of communication. For example, you may receive reminder emails for posts if you have not visited FileMaker Communities for a certain period of time, a reminder to respond to answers that have helped you or solved your question, or a survey on improving the services offered at the Site. You can opt-out of Communities communications here.

N. For questions or problems regarding your FileMaker Communities account, please post a question in the <u>Community Help topic</u>, or email (customer support@filemaker.com)

2. Submissions

- A.Stay on topic. FileMaker Communities are here to help people use FileMaker products and technologies more effectively. Unless otherwise noted, do not add Submissions about nontechnical topics, including:
 - i. Speculations or rumors about unannounced products.
 - ii. Discussions of FileMaker policies or procedures or speculation on FileMaker decisions or discussion of FileMaker's parent company Apple's policies or procedures or decisions.
- B.Be polite. Everyone should feel comfortable reading Submissions and participating in discussions. FileMaker will not tolerate flames or other inappropriate statements, material, or links. Most often, a "flame" is simply a statement that is taunting and thus arbitrarily inflammatory. However, this also includes those which are libelous, defamatory, indecent, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, abusive, vulgar, obscene, pornographic, sexually explicit, or offensive in a sexual, racial, cultural, or ethnic context.
- C.Post constructive comments and questions. Unless otherwise noted, your Submission should either be technical support or business question or answer. Constructive feedback about product features is welcome as well. If your Submission contains the phrase "I'm sorry for the rant, but..." you are likely in violation of this policy.
- D.Do not post polls or petitions or links to same.
- E.Test your answer. When possible, make sure your Submission works on your computer before you post it.
- F.No advertising. Do not use the Site to sell or market your products to others and do not post a URL unless it directly answers a user's question. If any portion of your

Submission, including any posted URL, results in any accrual of compensation or benefit to you, you must note this in your post by stating, "I may receive some form of compensation, financial or otherwise, from my recommendation or link." As well, the following are not allowed:

- i. A submission created solely to advertise a book, service, software, or some other item for sale.
- ii. Any reference, including a link, to a commercial item that is not directly related to a relevant technical support question or answer. For example: "This post created by Super Post Creator."
- iii. You may not sign your Submissions with information about yourself, except that Community MVPs, with prior approval from FileMaker, may post links in their signature. However, this should not include a link to a website. An example of an acceptance signature: Justine R. Author, "FileMaker Lisa Community: Tips and Tricks"

As an exception, FileMaker Business Alliance (FBA) members may announce their FileMaker products and services only in the designated "Product Announcements" discussion area of the forum.

G.No inappropriate nicknames ("Aliases") or impersonations. Your user name for the Sites is your email address. Inappropriate or offensive user names or aliases will be removed and persons attempting to impersonate another user will be removed. You can control the visibility of that address and your other personal information via My Settings.

H.Keep within the Law

- i. No material may be submitted that is intended to promote or commit an illegal act.
- ii. Do not submit software or descriptions of processes that break or otherwise 'work around' digital rights management software or hardware.
- iii. Do not post defamatory material.
- I. Material submitted must be your own work or work to which you have a license. You warrant and represent that you own or otherwise control all of the rights to the information contained in your Submission.
- J. License to Use Submission. By sending Submission to the Sites you agree to grant FileMaker a perpetual, royalty-free, non-exclusive worldwide right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to the Submission. If you do not want to grant FileMaker the rights set out above, do not send your Submission to the Sites.

K. Never reveal any personal information.

- L. Community MVPs. From time-to-time FileMaker may designate certain members as an MVP, or other valued member of the Sites. This designation does not create an employee or agency relationship between FileMaker and this member, nor does it make this member a company spokesperson. Instead, the designation allows the FileMaker community to know which members have been helpful, have provided constructive advice, and have set a positive example for the Sites. Like any information posted on the Sites, the opinions and advice provided by these members are their own. This content is the sole responsibility of the MVP or other valued member, and anything stated in this Agreement applies the same to the content posted by these members.
- M. No Excessive Submissions. These Sites are made available for discussion of FileMaker products and services. Excessive Submissions advocating or suggesting the use of a competitor's product are deemed inappropriate. Do not disrupt the normal flow of dialogue on the Sites or otherwise act in a manner that negatively affects other participants. Do not post repetitive messages or repeat Submissions of substantially similar messages. FileMaker reserves the right to edit/delete any Submissions described in this section at FileMaker's discretion.
- N. No Confidential Information. Credit card numbers, product keys, and other confidential information, including anything covered under a non-disclosure agreement (NDA), must not be posted to the Sites.

3.Minors

A. You must be at least 13 years old to post to the Sites. If you are over 13 years old but have not yet reached the age of majority, you must have your parent or guardian's permissions to post to the Sites.

4. Interference with the Site

- A. You agree to not interfere with or disrupt the Sites.
- **B.** FileMaker may provide a system whereby users acquire points for various activities.
 - i. Do not 'game' the system. You agree to not create multiple IDs or otherwise manipulate the points system.
 - ii. Do not ask for points. If you feel the system is not clear to users, please provide feedback to FileMaker; do not instruct other users unless they ask.

5. Breach of the Agreement

A. If you fail to abide by these terms FileMaker may remove your Submission. FileMaker may also send an email that informs you that your Submission has been deleted or edited. Repeated inappropriate Submissions may result in your relevant account or accounts being placed

- into temporary or permanent suspension of your ability to participate in any or all of the areas on the Sites.
- B. If you post or send offensive or inappropriate content anywhere on or to the Sites or otherwise engage in any disruptive behavior which FileMaker considers to be serious and/or repeated, FileMaker may use all available information about you to stop any further infringements. This may include informing relevant third parties such as your employer, school, internet service provider, or law enforcement authorities of the infringement.
- C. FileMaker reserves the right to delete any Submission, or take action against any account, at any time, for any reason.