

# **Communities Use Agreement**

(revised March 26, 2024)

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

IMPORTANT: IF YOU CHOOSE TO ACCEPT THIS AGREEMENT, YOU MUST ACCEPT IT AS PRESENTED TO YOU, WITHOUT CHANGES. CLARIS WILL ACCEPT NO ADDITIONS OR DELETIONS. At any time Claris 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, Claris 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.

#### A. General

- 1. As long as you comply with the Agreement, Claris grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Sites.
- 2. In addition to the terms and conditions in the Agreement, all use of the Sites are governed by the <u>Claris Website Terms of Use</u>.
- 3. In the event of any conflict between this Agreement and Claris Website Terms of Use, the terms of this Agreement will govern for use of the Site.
- 4. Views expressed on the Sites are not endorsed by Claris.
- 5. Claris does not prescreen information submitted by users of the Sites ("Submissions"). Claris retains the right, but not the responsibility, to edit or remove any Submission, including those deemed by Claris to violate the Agreement. Claris 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.
- 6. Some submissions may contain information about products not manufactured by Claris or links to independent websites not controlled or tested by Claris. Information about non-Claris Products or links to non-Claris websites are provided without recommendation or endorsement by Claris. Claris assumes no responsibility with regard to the selection, performance or use of third-party websites or products. Claris makes no representations regarding third-party website accuracy or reliability. Claris my remove links to third-party websites containing information about products or instructions that could damage a user's device, create a potential safety risk, or invalidate Claris' limited warranty.
- 7. Claris involvement. Claris may respond to questions but does not formally provide technical support on the Sites, except in the <u>Report a product issue topic</u>. Any information that is provided by Claris or Claris employees is offered on an "AS IS" basis without warranties of any kind.
- 8. Claris may offer certain benefits and 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 Claris, you may not present yourself as a spokesperson for Claris.

- 9. Confidential Forums; Restricted Forums. Claris may provide you with access to confidential or private restricted forums within the Claris Communities for discussion of certain Claris Confidential Information or other information, such as the discussion of features or technical information about pre-release software or the discussion of pre-announced Claris products. For purposes of such confidential forums, Claris is providing a limited exception to your Non-Disclosure Agreement(s) by allowing You to discuss Claris Confidential Information that you have obtained from Claris under such agreement(s) with other users who are also on such confidential forums, but only within these confidential forums. Except for the limited purpose of discussions with other users within these confidential forums, you acknowledge and agree that this Agreement does not grant you the right to copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate any Claris Confidential Information. In addition, you acknowledge and agree that certain users may not have access to the same Claris Confidential Information as you may have access to, and you agree not to disclose Claris Confidential Information on non-confidential Claris Communities forums. Claris may use "cookies" and other technologies within the Claris Communities. Such cookies enable us to maintain your session and to personalize your experience on the site, help us measure the effectiveness of the site, and improve user experience. Claris's use of this tracking information will conform to Claris's Privacy Policy.
- 10. Claris Communities include a "follow" feature which allows a Claris Communities user to receive email notifications when another user submits a post. To make updates to your following list, log in to the Claris Community and select My Profile from the account menu, and edit the Following list in the right column.
- 11. To submit information to the Sites, each user must have a unique user name and password combination. Please review the <u>Claris Privacy Policy</u> which describes how Claris collects, uses and protects your personal information. Claris cannot and will not be responsible for any problems or liability that may arise if you do not provide accurate, truthful and complete information.
- 12. If you provide any ideas, suggestions, or recommendations on this site regarding Claris's products, technologies or services ("Feedback"), Claris may use such Feedback and incorporate it in Claris products, technologies, and services without paying royalties and without any other obligations or restrictions.
- 13. From time to time Claris 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.
- 14. By using the Sites, you also have the choice to receive certain communications from Claris in connection with Claris Communities. Claris may respond to your post directly in the Claris Communities or may attempt to contact you outside the sites via telephone, email, text message or other method of communication. For example, you may receive reminder emails for posts if you have not visited Claris 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 by logging into the site and editing My Settings.
- 15. For questions or problems regarding your Claris Communities account, please post a question in the <u>About the Claris Community topic</u>, or email (<u>community@claris.com</u>).

## B. Submissions

- Stay on topic. Claris Communities are here to help people use Claris 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 Claris policies or procedures or Claris's moderation of the site. Speculation on Claris decisions or discussion of Claris's parent company Apple's policies or procedures or decisions.
- 2. Be polite. Everyone should feel comfortable reading Submissions and participating in discussions. Submissions that are inflammatory or inappropriate will be edited or removed. This includes

Submissions with content that is libelous, defamatory, indecent, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, politically divisive or inflammatory, abusive, vulgar, obscene, pornographic, sexually explicit, or offensive in a sexual, racial, cultural, or ethnic context.

- 3. Post constructive comments and questions. Unless otherwise noted, your Submission should be either a technical or business question or answer. Constructive feedback about product features is welcome as well.
- 4. Do not post polls or petitions or links to same.
- 5. Test your answer. When possible, make sure your Submission works on your computer or device before you post it.
- 6. No advertising. Do not use the Site to sell or market your products or services 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." Sharing links to your own or other relevant blogs or free resources is permitted. For the avoidance of doubt, the following are not permitted on the Site:
  - i. A submission created solely to advertise a book, service, software, or some other item or product for sale.
  - ii. Any reference, including a link, to a commercial product or service 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 Claris, 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, " Claris Lisa Community: Tips and Tricks"
  - iv. As an exception, Claris Partners may announce their products and services only in the designated "Partner Product Announcements" topic.
- 7. No inappropriate or offensive user names ("Aliases") or impersonations. Inappropriate or offensive Aliases will be removed, and persons attempting to impersonate another person will have their Submissions removed or may have their account deactivated. Aliases may not contain website, email addresses, or other contact information. You can control the visibility of your other personal information via My Settings.
- 8. Keep within the Law
  - i. No content 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.
- 9. Material submitted must be your own work or work to which you have a license. By posting a Submission, you warrant and represent that you own or otherwise control all of the rights to the information contained in your Submission.
- 10. License to Use Submission. By posting a Submission to the Sites you agree to grant Claris 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 Claris the rights set out above, do not send your Submission to the Sites.
- 11. Never reveal any personal information. Uploading files to the Claris Community site may disclose your location or other personal information. We recommend that you remove EXIF location data from photographs and all personal information from screenshots and FileMaker example files.
- 12. Community MVPs. From time-to-time Claris 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 Claris and this member, nor does it make this member a company spokesperson. Instead, the designation allows the Claris 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.

- 13. No Excessive Submissions. These Sites are made available for discussion of Claris 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. Claris reserves the right to edit/delete any Submissions described in this section at Claris's discretion.
- 14. 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.

## C. Minors

1. You must be at least 13 years old (or the equivalent minimum age in your region) to make a Submission to the Sites. If you are over 13 years old (or the equivalent minimum age in your region) but have not yet reached the age of majority, you must have your parent's or guardian's permission to make a Submission to the Sites.

## D. Interference with the Site

- 1. You agree to not interfere with or disrupt the Sites.
- 2. Claris may provide a system whereby users acquire points for various activities on the Sites.
  - i. Do not 'game' the system. You agree to not create multiple user accounts on the Sites 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 Claris; do not instruct other users unless they ask.

## E. Breach of the Agreement

- 1. If you fail to abide by these terms Claris may remove your Submission. Claris may also send an email that informs you that your Submission has been deleted or edited. Inappropriate Submissions may result in your relevant account or accounts being placed into temporary or permanent suspension, limiting your ability to participate in any or all of the areas on the Sites.
- 2. Claris reserves the right to delete any Submission, or take action against any account, at any time, for any reason.