



FREE COMMUNITY EDITION

# Terms and **Conditions**

Demisto Community



## **1. Acknowledgment and Acceptance.**

1.1 Demisto Community (the "Community" or "Service") is an open community for digital forensics and incident response security analysts to share tools, process and playbooks. By virtue of your participation (even passive participation) as part of the Community, you agree that Demisto's Terms of Use and its Privacy Policy shall apply on your participation in the Community together with these Terms.

1.2 You must be at least eighteen (18) years old or the age of majority in your jurisdiction to use and participate in the Community. By participating in the Community (even a passive participation) you hereby declare that you are at least 18 years old or at least the age of majority in your jurisdiction.

1.3 Please read these Terms and Conditions ("TOS" or "Terms") before

using or accessing the Community. These Term constitute a binding agreement between you and Demisto Inc. and its affiliates ("Demisto).

1.4 Demisto reserve the right to change these Terms at any time, and you agree (including by virtue of your continued use of our site or product) to be bound by any such changes.

1.5 Demisto reserves the right to terminate your access to the Community at any time and for any reson.

## **2. Privacy Policy.**

2.1 Demisto respects your privacy and is committed to protecting the personal information you share with it. Our policy and practices and the type of information collected are described in our Privacy Policy available at: <https://www.demisto.com/privacy> which is incorporated herein by reference.

2.2 Demisto does not require that you provide personal information as part of your participation in the Community. The decision to provide personal information is voluntary. However, in order to register for an account with the Community, you may be required to provide personal information.

2.3 By providing any personal information, you consent to the collection, processing and storage by Demisto of your personal information in accordance with the Privacy Policy. Please note that Demisto shall also be entitled to use your email address in connection with the use of the Contributions (As defined below).

2.4 Without derogating anything from the Privacy Policy, any information you provide as part of your participation in the Community may be transferred to third parties which facilitate the Community. Such third parties may include Slack which privacy policy is available at:

<https://slack.com/privacy-policy>.

### **3. Grant of Rights; Right To Modification And Shut Down.**

3.1 Subject to the terms and conditions hereunder, you are hereby granted with a non-exclusive, non-transferrable, right to participate in the Community, for your own internal use, until the earlier of: (i) termination or expiration of these Terms; (ii) shut down of the Community by Demisto.

3.2 Other than the rights expressly licensed hereunder to you, no other rights or interest whatsoever in any of Demisto's products and services and/or any component thereof, are transferred or granted.

3.3 You acknowledge and agree that Demisto has the right, at any time and for any reason, at its sole discretion with or without notice to you: (i) to terminate and/or shut down (temporarily or permanently) the operation of the Community; (ii) to redesign or modify the organization, structure, specifications, "look and feel," navigation, features and other elements of the Community and/or any part thereof.

### **4. Participation in The Community.**

4.1 You acknowledge and agree that you are responsible for your participation in the Community. You are fully responsible for the control of and/or access to your account, including limiting access to user names and passwords and you agree to take all reasonable precautions to protect your user name and password and access to your account. Demisto shall not be liable to you or any third party for any failure by you to prevent unauthorized access to your account.

4.2 Other than the Company's Terms and conditions and Privacy Policy, which shall also apply on your participation in the Community, you must also abide by the following rules of conduct in connection with the

## Community:

- s. Do not engage in any unlawful conduct in the Community. In particular, do not post, publish, or distribute any defamatory, obscene, infringing or other unlawful material or information in the Community.
- t. Do not engage in personal attacks or any type of "flaming" of other users. Do not "troll," i.e., post topics or opinions that are designed to provoke a negative response from one or more specific users.
- u. Do not use offensive language.
- v. Do not engage in disruptive activity in the Community, such as persistent off-topic contributions or comments, or statements that might incite other users to violate these guidelines or participate in illegal activities
- w. Do not contribute content that contains photos, software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or have rights to these materials.
- x. If you don't have to, do not post any instructions, software or other materials that would allow participants or third parties to harm other users' computers or to inappropriately access software or websites.
- y. Do not post any computer programs that contain destructive features, such as viruses, worms or Trojan horses.
- z. Do not employ any type of bots for the use of scrolling, showing multiple screens, or other activities that might disrupt online communication.
- aa. Do not falsely impersonate any other person in the forum, including Demisto employees or agents.
- ab. Do not use the Community to spam other users, including sending identical and irrelevant submissions to many different discussion groups, mailing lists or communities.

- ac. Do not misrepresent the source of anything you contribute.
- ad. While you may use the Community to provide supplemental information about your own business that might be of interest to other users (without spamming them), you may do so only after you receive the appropriate consents from other relevant users. If it doesn't naturally arise from use's conversations and needs, you cannot mention your own business. Any use of the Community for commercial purposes is solely at your own risk, and Demisto assumes no liability for such use.
- ae. You are responsible and liable for all your activities while participating in the Community, including anything you contribute.
- af. Do not rely on the Community for the safe or secure storage of any materials, such as photos, documents and software. The Community is not designed as the primary place to store any of these materials, and Demisto is not responsible for the alteration, deletion or loss of any stored items. Create back-ups for any materials that you contribute to the Community.
- ag. Demisto reserves the right to remove at any time, without notice, any contribution that violates these guidelines. Demisto also reserves the right at any time, without notice, to ban a user who has violated these rules of conduct from any sub-community or all Community forums.
- ah. Some participants may post Internet website links in the Community forum. Demisto is not responsible for the content on the websites associated with these links. In addition, Demisto reminds you that some content and links on the Internet contain inappropriate material, such as malware or adult content that is not suitable for children or may be offensive to some users.
- ai. You are responsible for any actions you may take based on information or advice you receive while online. Use your own good judgment when evaluating information provided through the Community or any other communication service. The decision to share information or conduct transactions with anyone is your own;

therefore, conduct your own research prior to making any decisions.

- aj. Each user acknowledges that it may compete with the others in various lines of business and that it is therefore imperative that they and their representatives act in a manner which does not violate any applicable state, federal or international antitrust laws or regulations or applicable orders. Accordingly, each user hereby assumes responsibility to provide appropriate legal counsel to its representatives acting under these Terms of Use regarding the importance of limiting the scope of their discussions. The Community shall not be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors with regard to their prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices. There shall be no discussion, communication, agreement or disclosure among users that are actual or potential competitors, regarding their prices, discounts or terms or conditions of sale or licensing of products or services, pricing methods, profits, profit margins or cost data, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production or sales.
- ak. You agree to engage with the Community and its users only for purposes that are permitted by (a) these Terms and (b) any applicable law, regulation in the relevant jurisdictions.

## **5. User's Contributions.**

5.1 There are opportunities for you as a user of the Community to actively participate by creating, providing, sharing and uploading information to the Community such as comments, ideas or suggestions for new or improved software products, technologies, marketing/advertising campaigns or product names, data, articles,

documents, discussion forum threads, blog entries, computer code, such as software sample code, source code, scripts, patches, bug fixes, binaries or executables, or other information (collectively "Contributions").

5.2 Demisto assumes no responsibility or liability over the sharing of Contributions among users. Any Contributions provided by you to the Community may be editable and freely used by Demisto. Demisto shall have the right to retain and use Contributions, in edited or unedited form, for any purpose in any way including but not limited to re-posting such Contributions to other areas of the Community, by using Contributions in current or future products or services or using the Contribution in a marketing materials. Demisto is under no obligation to post or use any Contributions provided by users and Demisto may in fact remove any Contributions at any time at its sole discretion for any reasons or for no reasons.

5.3 Demisto does not claim ownership of any Contributions that you or other users post, upload, submit or otherwise provide to the Community. However you hereby grant Demisto a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable license under all your Intellectual Property Right to use in any manner, reproduce, prepare derivative works of, publicly display, publicly perform, edit, mutilate, sublicense, and distribute such Contributions and derivative works as well as to make, have made, use, offer to sell, sell, import, export, and otherwise transfer or sublicense such Contributions all with or without attribution.

5.4 In order to make the discussions in the Community free, no right or license in connection with any Contribution is granted to any other user unless such user explicitly agreed in writing to grant such right, license or permission to a use or users. If you don't have user's consent for using its Contribution, you may not use such Contribution in any manner.

5.5 You represent and warrant that you either own or have all the necessary intellectual property rights in the Contributions uploaded or shared to the Community and that your Contributions are non-infringing on the patent, copyright or other intellectual property rights of others. Do not post, upload, submit or otherwise provide Contributions to the Community that are protected by the intellectual property rights of others, unless you own or have the necessary rights or licenses to use such Contributions, and such rights or licenses do not otherwise conflict with your ability to submit, upload or otherwise provide such Contributions.

5.6 All Contributions are deemed be provided on a non-confidential basis.

## **6. Right to Shut Down, Deny or Limit Access.**

6.1 Demisto reserves the right to limit or revoke your access to the Community, in its sole discretion, at any time, and for any reason, including, but not limited to technical difficulties or violation of these Terms. Demisto reserve its right to shut down a user's access also if it believes the user is abusing the Demisto services or Community (including by abusing any private, nonpublic communication).

6.2 You acknowledge and agree that the form and nature of the Community may change from time to time without prior notice to you. You further acknowledge and agree that Demisto may stop (permanently or temporarily) the Community (or any features within the Community) to you or to users generally at Demisto's sole discretion, without prior notice to you. You may cease you participation in the Community at any time and for anyreason. You do not need to specifically inform Demisto when you cease your participation in the community.

6.3 You acknowledge and agree that if Demisto disables access to your account, you may be prevented from accessing the Community and your



account details or other content which is contained in your account or related to you.

## **7. Indemnity.**

You agree to defend, indemnify and hold Demisto and anyone on its behalf, including but not limited to, all of its owners, managers, officers and employees, harmless against any losses, expenses, costs, claims, damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to your breach of the terms of these Terms.

## **8. Disclaimer of Warranties And Liabilities.**

THE COMMUNITY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER THE TERMS, DEMISTO'S ORDER FORM, NOR ANY DOCUMENTATION FURNISHED UNDER THEM ARE INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE COMMUNITY WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE.

YOU ACKNOWLEDGE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COMMUNITY IS WITH YOU. SHOULD THE COMMUNITY PROVE INADEQUATE IN ANY WAY, YOU AND NOT DEMISTO ASSUME THE ENTIRE COST OF ANY COSTS OR DAMAGES INCURRED BY YOU.

YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED, RECEIVED OR SUBMITTED THROUGH THE COMMUNITY ARE AT YOUR SOLE RISK AND THAT DEMISTO WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY HARM OR DAMAGE TO YOU OR YOUR PROPERTY (INCLUDING ANY DATA, PERSONAL COMPUTER EQUIPMENT OR STORAGE

MEDIA).

## **9. Limitation of Liability.**

UNDER NO CIRCUMSTANCES WHATSOEVER WILL DEMISTO, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR PARTICIPATION IN THE COMMUNITY OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY DEMISTO.

WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, DEMISTO SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY OTHER PARTY FOR THE ACCURACY, SECURITY, TIMELINESS, COMPLETENESS OR CONTINUED AVAILABILITY OF THE COMMUNITY OR ANY PART THEREOF, INCLUDING USE FOR URGENT, CRITICAL OR EMERGENCY COMMUNICATIONS OR IMPROPER OR UNAUTHORIZED ACCESS TO OR INTERCEPTION OF ANY COMMUNICATION OR PRIVATE INFORMATION.

THE FOREGOING DISCLAIMER SHALL APPLY IN CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, YOUR INABILITY TO USE THE COMMUNITY.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ADEQUATE PROTECTION AND BACKUP OF THE DATA AND EQUIPMENT USED IN CONNECTION WITH THE COMMUNITY.

THE LIMITATIONS IN THIS SECTION ARE COMPREHENSIVE AND THE EXAMPLES GIVEN ARE NOT EXHAUSTIVE. THE LIMITATIONS IN THIS SECTION ARE SEPARATE AND INDEPENDENT OF ANY OTHER

LIMITATIONS IN THIS AGREEMENT AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

#### **10. Notices.**

Any notices or communications under these Terms to you will be addressed to the electronic address specified in the your Demisto Order Form, as you may update such information from time to time, and will be deemed delivered immediately upon sending in the case of electronic mail and three days after mailing in the case of standard written mail. If to Demisto, such notices shall be addressed to [insert details], or to such other address as Demisto may provide to you. Notices to you will be addressed via contact information provided by you during the account registration process unless you have notified Demisto of any changes.

#### **11. Assignment.**

Demisto may assign these Terms without your notice or consent. You, however, may not assign these Terms or any rights hereunder.

#### **12. Copyright Agent.**

Demisto respects the intellectual property rights of others, and we ask our Community members to do the same. If you believe that your intellectual property was infringement or misused, please send a notice to our copyright agent providing the following information: (i) The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf (ii) a description of the copyrighted work that you claim has been infringed and a description of the infringing activity (iii) a description of where the material that you claim is infringing is located, such as the URL where it is posted (iv) your

name, address, telephone number, and email address (v) a statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law (vi) statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf. Demisto's copyright agent for notice of claims of copyright infringement can be reached as follows. Note:

### **13. General.**

The Terms and the relationship between you and Demisto are governed by the laws of the State of Delaware without regard to its conflict of law provisions. Any dispute or claim arising out of or in connection with the Terms will be submitted to the exclusive jurisdiction of the competent courts in State of Delaware. Demisto's failure to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. If any provision of the 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 agree that the other provisions of the Terms remain in full force and effect. Neither party to the Terms will be liable to the other for any delay or failure in performance under the Terms resulting directly or indirectly from acts of nature or causes beyond its reasonable control. The Terms constitutes the entire agreement between the parties with respect to the Service and supersede all previous proposals, both oral and written, representations, writings, and all other communications between the parties.

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