

TORO Learning Center Community Q&A Terms of Use

Welcome to the TORO Learning Center Community Q&A. By accessing or using any part of the site, You agree that You are subject to and will comply with these Terms of Use, as We may update them from time to time. This Agreement is between You and TORO Limited ("TORO"), a corporation located at Rm 7, 9/F, Core F, Cyberport 3, 100 Cyberport Road, Pok Fu Lam, Hong Kong Island, HONG KONG.

These Terms of Use were last updated: September 2, 2019.

1. DEFINITIONS

"Agreement" or "Terms" refers to these TORO Learning Center Community Q&A Terms of Use in their entirety.

"TORO Learning Center Community Q&A" or "Community Q&A" is a free community site created for TORO customers, Partners, prospects and event attendees, accessible via <https://support.torocloud.com/support/home>. The Community Q&A content may include but is not limited to Answers, Help and Training, Collaboration, Ideas, User Groups, Known Issues, Blogs, New Features, and event registration, information and event tools. Use and participation in the Community Q&A is subject to these Terms. The names of TORO Learning Center Community Q&A pages may be updated from time to time.

"We," "Our" or "Us" means TORO Limited, its affiliates and subsidiaries.

"You" or "Your" means you as an individual, and any company or organization for whom you are using the TORO Learning Center Community Q&A.

2. YOUR PROFILE AND ACCOUNT

Your first name and last name may be publicly displayed on your Community Q&A account. You agree that all information You submit to the Community Q&A pages, including to profile pages, is accurate and that You will keep it current. If We have grounds to suspect that Your information is untrue, inaccurate or incomplete, We have the right to suspend or terminate Your use of the Community Q&A. It is Your responsibility to maintain the confidentiality of any password associated with Your use of the Community Q&A. You agree that We may send You information and notices regarding the Community Q&A, or Your Community Q&A account, by email, text messaging, Community Q&A Private Message or other means based on the information You provide to Us.

3. YOUR RESPONSIBILITIES

You shall:

- Treat other Community Q&A users with courtesy and respect.
- Be responsible for Your compliance with these Terms and all activities occurring within or from your Community Q&A account,
- Use commercially reasonable efforts to prevent unauthorized access to or use of the Community Q&A, and notify TORO promptly of any such unauthorized access or use, and
- Use the Community Q&A only in accordance with these Terms, for its intended purpose and in compliance with all applicable laws and government regulations.

You shall not:

- Impersonate any other person;
- Falsely say or imply that You are associated with Us, another person or entity;
- Submit content in exchange for payment or other consideration from another person or entity;
- Make the Community Q&A available to anyone else, including sell, resell, rent or lease the Community Q&A;
- Use a Community Q&A in connection with unsolicited commercial messages;
- Violate any antispam or similar law;
- Use the Community Q&A to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of thirdparty privacy rights;
- Use the Community Q&A to store or transmit malicious code or malware, or to engage in phishing or other fraudulent activity;
- Interfere with or disrupt the integrity or performance of the Community Q&A or any data contained therein;
- Attempt to gain unauthorized access to the Community Q&A, or TORO or Partner systems or networks;
- Scrape, data extract or data mine, or any related activity, from the Community Q&A or otherwise collect information about other Community Q&A users without their consent; or
- Submit or link to any content (including any name or User ID You use in the Community Q&A) that:
 - Infringes or violates the intellectual property or other rights of any person or entity;
 - Intentionally interferes with the operation of the Community Q&A;
 - Violates anyone's privacy or publicity rights;
 - Breaches any duty of confidentiality that You owe to anyone;
 - Provides any nonpublic information about Us or any other company or person without authorization (including the names and contact information for Our employees or Community Q&A users);

- Is, in Our sole discretion vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable; or that We reject for any other reason in Our sole discretion;
- Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or
- Contains false or deceptive language, unsubstantiated or comparative claims regarding Our or others' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits.

Please remember that You may be providing content for an international audience. Things that do not seem abusive, obscene, or offensive to You might seem so to others.

You are solely responsible for compliance with Your employer's policies and requirements. Furthermore, You are responsible for compliance with any regulatory or legal requirement You may be subject to as a result of Your employment, residence, or role within an organization.

Use of the Community Q&A is at Your sole risk. We may modify the functionality of the Community Q&A and its interface at any time at Our sole discretion, and such modifications may result in a loss of data associated with that functionality. We also reserve the right, in Our sole discretion and without cause at any time, and without notice to You, to remove, or refuse to post any content submitted or posted by You to the Community Q&A.

4. ACCOUNT TERMINATION BY TORO

We may suspend or terminate Your access to a Community Q&A immediately without any liability, upon notice, if in Our sole judgment You have violated these Terms. We may also suspend or terminate Your use of the Community Q&A, or condition Your continued use on additional terms. If Your continued use, in Our sole judgment, poses an undue or disproportionate burden on the Community Q&A, or networks, or if Your activity on the Community Q&A is disruptive or detrimental to other users or the security of the Community Q&A, Your account and Event registration may be cancelled, Your employer may be notified and You may be banned from future participation in the Community Q&A and other TORO events or TORO assets.

5. Community Q&A USE ANALYSIS

TORO may track and analyze your use of a Community Q&A, including, but not limited to, data submitted, for the purposes of helping TORO improve the Community Q&A experience and furthering our understanding of use of a Community Q&A. TORO may disclose such data about your use of a Community

Q&A ('Usage Statistics') to third parties for the purpose of assisting TORO in such tracking or analysis, or where required by law.

6. IDEAS

The Community Q&A may be used as an online forum for posting feature requests for Our products and services. By submitting content to the Community Q&A, You agree your disclosure is gratuitous, unsolicited and without restriction and will not place Us under any fiduciary or other obligation, that We are free to disclose the ideas on a nonconfidential basis to anyone or otherwise use the ideas without any additional compensation. You acknowledge that, by acceptance of Your submission, TORO does not waive any rights to use similar or related ideas previously known or developed by TORO's employees, or obtained from sources other than You.

6.1 Posting of Feature Requests

You are encouraged to submit feature requests to Us by posting on related topics in the Community Q&A. We reserve the right, in Our sole discretion and without cause at any time, to refuse to post, or to suspend or remove, any feature proposal on the Community Q&A.

To the extent Your employer or another organization with which You are affiliated owns or has rights in the feature request You are submitting, You represent that You are authorized by that employer or organization to submit and grant the rights specified here to Your feature request under these Terms.

In consideration for Our permitting You to post Your feature request on the Community Q&A (regardless of whether the feature request is adopted), You agree to the following:

- You represent and warrant that You own or otherwise possess all intellectual property and other rights necessary to allow You to post Your feature request on, and distribute it through, the Community Q&A and to permit others to install and use Your feature request.
- You acknowledge that, to the best of Your knowledge and belief, Your submissions of feature requests on the Community Q&A do not make You a contributing inventor to any inventions that may arise during development by Us of any products, services or applications implementing Your feature requests. Your preceding acknowledgement notwithstanding, in the event that You are determined to be a contributing inventor to an invention based upon Your postings on the Community Q&A, by Us in Our discretion or by any court or government agency competent to make such a determination, You promise to:
 - cooperate with Us in procuring patents to protect the invention;
 - execute all necessary paperwork required to procure patents to the invention on Our behalf; and
 - at Our request execute any assignments assigning ownership of any patents or patent applications to the invention to Us.
- You acknowledge that We may, in Our sole discretion, elect to develop and

market products, services or applications that incorporate feature requests that You submit on the Community Q&A, and You agree not to make any claims against Us or anyone using a product or service marketed by Us related to the development and offering of such products, services or applications whether Your feature requests are adopted, not adopted or adopted but modified in any product, service or application.

- You waive any intellectual property or other claims You may have now or in the future against Us or anyone using a product or service marketed by Us relating to the operation of the Community Q&A, the hosting by Us of other parties' feature requests on the Community Q&A, and the hosting by Us of user reviews.
- To the extent You possess now or in the future any copyright, patent or other intellectual property rights that may be infringed by the operation of the Community Q&A itself (excluding the content of individual feature requests), You hereby grant to Us a nonexclusive, worldwide, irrevocable, perpetual, transferable (only to a successor of Ours by way of merger, acquisition or corporate reorganization), fully paidup, royaltyfree sub-licensable license to all such rights with respect to the operation of the Community Q&A as it may be modified from time to time.
- You acknowledge that anything posted on the Community Q&A by any person, regardless of that person's affiliation or nonaffiliation with Us, reflects only the opinions of the person making the post. In particular, You acknowledge that nothing posted on the Community Q&A gives rise in any way to a promise or undertaking by Us to adopt, or refrain from adopting, any feature request or course of action regarding any feature request and that any reliance upon such postings is solely at Your own risk.
- Any unreleased services or features discussed on the Community Q&A or on other TORO websites are not currently available and may not be delivered on time or at all. If You purchase Our services, You should make the purchase decisions based upon features that are currently available. We reserve the right to change Our product and service plans at any time without notice, in Our sole discretion.

6.2 Feature Request Status

If You post a feature request on the Community Q&A, We may, in Our sole discretion, comment on the feature request by appending a status to the request. The status allows Us to communicate with the Community Q&A community regarding implementation of feature requests. Posting a status to a feature request does not cause Us to undertake any obligation, such as, for example, to develop, implement, release, use, or not use a feature request.

7. TRADEMARKS

TORO, TORO Cloud, Martini, and other TORO marks used on the Community Q&A are owned by Us and may not be used in any manner without Our express prior written consent pursuant to Our Trademark Guidelines available at: <https://static.torocloud.com/legal/trademark-guidelines.pdf>.

8. NO WARRANTY

THE Community Q&A IS PROVIDED "ASIS," EXCLUSIVE OF ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONTENT POSTED BY ANYONE OTHER THAN US ON THE Community Q&A IS THE SOLE RESPONSIBILITY OF THE ORIGINATOR OF THAT CONTENT. WE ARE NOT RESPONSIBLE FOR ANY CONTENT POSTED BY YOU OR ANY THIRD PARTY, WHETHER OR NOT WE REVIEWED OR MODERATED SUCH CONTENT. CONTENT POSTED BY US ON THE Community Q&A ARE NOT PART OF ANY USER GUIDE OR LEGAL AGREEMENT. ALL SUCH AFOREMENTIONED CONTENT IS PROVIDED "ASIS", AND WE DO NOT MAKE ANY REPRESENTATION AS TO ITS QUALITY OR ACCURACY, AND WE SPECIFICALLY DISCLAIM THE ACCURACY, COMPLETENESS, RELIABILITY, USEFULNESS, NONINFRINGEMENT, QUALITY OR ORIGINALITY OF SUCH CONTENT. WE DISCLAIM ANY RESPONSIBILITY WHATSOEVER FOR ANY CONTENT OR MATERIAL ON THE Community Q&A REGARDLESS OF WHO ORIGINATED THAT CONTENT (INCLUDING OUR EMPLOYEES, PARTNERS, AFFILIATES OR MODERATORS).

9. NO DAMAGES

You agree that you bear all risks associated with using or relying upon content on the Community Q&A, including feature requests and content on the Community Q&A. IN NO EVENT SHALL WE HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INDEMNITY

You agree to indemnify and hold Us and Our subsidiaries, affiliates, officers, agents, and employees harmless from any claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from: (i) Your breach of these Terms of Use or (ii) any claim made by any third party arising out of content You submit to or post on the Community Q&A and your activity on the Community Q&A, including, but not limited to, Your violation of these Terms. Your violation of any rights of a third party, feature requests posted on the Community Q&A, or Your use of the Community Q&A.

11. PROPRIETARY RIGHTS AND PRIVACY

You grant to Us a perpetual, worldwide, fully paid up right and license to use, copy, modify, publish, republish, distribute and create derivative works based on, in any form, any content or material You contribute to the Community Q&A. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to all intellectual property rights in the Community Q&A, including but not limited to its user interface, branding, content, ideas, and underlying technology. No rights are granted to You hereunder other than as expressly set forth herein.

By registering for any Event on Community Q&A, You agree that We may use Your email address and mobile phone number to send Event information, updates and survey evaluations. If You enter Your mobile phone number, You may receive event updates via Your mobile phone (by voice SMS, MMS, or otherwise) at Your own cost.

Subject to the above, We will treat Your personal information submitted to the Community Q&A in accordance with Our Privacy Statement at <https://www.torocloud.com/Privacy-Policy.pdf>.

12. THIRD PARTY LINKS

The Community Q&A may contain links to third party sites; such linked sites are not under Our control and We are not responsible for the content of any linked site or any link contained in a linked site. We reserve the right to remove any links at any time. TORO does not endorse the companies or products to which it links and reserves the right to note such on its web pages. If You decide to access any of the third party sites linked You do so entirely at your own risk.

13. REMOVAL OF MATERIAL UNDER U.S. DIGITAL MILLENNIUM COPYRIGHT ACT

If You wish to submit an allegation of infringement under the U.S. Digital Millennium Copyright Act of 1998 (DMCA) please email legal@torocloud.com.

If We receive a notice alleging that material or content You posted on the Community Q&A another party's copyright, We may remove that material in accordance with Title II of the DMCA (Section 512 of the U.S. Copyright Act).

14. ENFORCEMENT

We generally do not prescreen, verify, edit, monitor or moderate the content posted by users but may do so from time to time in Our sole discretion, including in private groups. We and Our agents reserve the right to investigate any violation of these Terms of Use and to take appropriate remedial action.

Any violation of these Terms may result in the suspension or termination of Your ability to use or participate on the Community Q&A and its associated pages. We reserve the right to enforce these Terms at our sole discretion, including, but not limited to, warning users of violations, disabling or suspending privileges and/or access, deleting, screening or editing any content, or prohibiting any behavior that does not comply with these Terms, or which we otherwise deem inappropriate, harmful, objectionable or inaccurate.

Deliberate attempts by You or someone on Your behalf to evade or circumvent the suspension or termination of Your use or participate on the Community Q&A violates these Terms, constitutes an unlawful trespass to Our equipment and systems, and may result in legal action.

We may release information concerning Your use of the Community Q&A (including posted content, registration information, and network records) when We believe release is appropriate to comply with the law (e.g., pursuant to a subpoena, warrant or court order); to enforce or apply these Terms; to protect Our rights or property; to protect against fraudulent, abusive or unlawful use or participation on the Community Q&A; or if We reasonably believe that a situation involving imminent danger of death or serious bodily injury to any person requires disclosure.

No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

To report violations of these Terms, please email legal@torocloud.com with appropriate details, including Your contact information.

15. SEVERABILITY

If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these Terms will remain in effect.

16. MISCELLANEOUS

These Terms of Use do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between You and Us. You may not assign Your rights or obligations under these Terms of Use, whether by operation of law or otherwise, without Our prior written consent.

These Terms shall be governed exclusively by the internal laws of Hong Kong, without regard to its conflicts of laws rules. Each party hereby consents to the exclusive jurisdiction of Hong Kong to adjudicate any dispute arising out of or relating to this Agreement. Except as expressly stated in these Terms, these Terms constitute the entire agreement between the parties, and supersede all prior and

contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. No modification, amendment, or waiver of any provision of these Terms shall be effective unless it is by an update to these Terms that we make available on this website, or is in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.