
Jive Software Legal Policies, Rules and Regulations and Terms of Service.

Last Updated December 6, 2011

Terms of Service/Acceptable Use Policy

1. GENERAL.

This Acceptable Use Policy ("AUP"), including the following list of Prohibited Activities, encourages the responsible use of the web sites (the "Sites") made available by Jive Software, Inc. and/or its affiliated companies and subsidiaries (collectively, "Jive" "us" or "we"), and any features and functionality made available through the Sites including without limitation hosting services (collectively, the "Services"). This AUP is incorporated by reference into the Terms of Use for the Sites and is an integral part of your Agreement with Jive. The purpose of this AUP is to delineate the type of actions and content that are contrary to our mission and philosophies as well as to ensure that your use of our Sites and Services is in compliance with applicable laws, rules and regulations.

2. CHANGED TERMS.

Jive shall have the right at any time to change or modify the terms and conditions applicable to your use of the Sites and Services. Such changes shall be effective immediately. Any use of the Sites and/or Services by you after such notice shall be deemed to constitute acceptance by you of the changes.

3. USER CONDUCT.

This AUP is intended to protect the Sites and Services, employees and customers of Jive, and any authorized end users of the Sites and Services from improper, inappropriate, abusive or illegal activity. When using Sites and Services, you are required to comply with this AUP and are expected to adhere to commonly accepted practices of the Internet community. The prohibited uses described below are intended as guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

Jive makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information you store or transmit via the Sites, Services or the Internet, including any data or information stored or transmitted by any computer designated as "secure." Employees and customers of Jive and any authorized end users of the Sites are responsible for immediately reporting to Jive any issue which could compromise the security or integrity of any user or system taking part in the Services or otherwise using the Sites.

4. WHAT INFORMATION WE COLLECT

Jive may collect and use data pertaining to the use of the Sites and Services (“Usage Data”). Any Usage Data collected will be anonymous without reference to the particular User. Jive may only use the Usage Data for its internal research and development purposes and may only disclose Usage Data in an aggregated format that in no way identifies User or any particular User (e.g. Jive may disclose aggregate Page Views statistics for all of its hosted customers).

Jive shall have the right to disclose Customer Content to a third party only if required by law. Jive will, to the extent permitted by law: (a) promptly notify Customer of the order's terms and the circumstances surrounding its issuance; (b) consult in good faith with Customer regarding possible responses to the order and, if requested by Customer, make best efforts to narrow the order's scope, obtain a protective order from the court, or produce documents to the court or government body under seal with appropriate instructions regarding preservation of the Customer Content confidentiality, if applicable; and (c) if disclosure is required to prevent Jive from being subjected to contempt sanctions or other penalties, disclose only the Customer Content that, in the opinion of counsel reasonably satisfactory to Jive, is legally required to be disclosed, consistent with a reasonable interpretation of the order.

5. PROHIBITED USES OF JIVE SITES AND SERVICES, INCLUDE THE FOLLOWING.

1. Transmission, distribution, retrieval or storage of any data or other material in violation of any applicable law or regulation. This prohibition includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

2. Sending Unsolicited Bulk Email (“UBE” or “spam”). The sending of any form of UBE through Sites or Services is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, landing page, email address or utilizing any Jive resources, is prohibited. Jive Sites or Services may not be used to solicit customer from, or collect replies to messages sent from, another Internet Service Provider where those messages violate this AUP or terms of service of another provider.

3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Jive customers must be Closed-loop (“Confirmed Opt-in”). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list.

4. Sensitive Personally Identifiable Information and HIPAA. Uploading information protected under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) is prohibited. Uploading sensitive personally identifiable information including but not limited to drivers license numbers, passport numbers, social security, tax ID or similar numbers, bank, checking, credit card, debit card, or other financial account numbers, financial or health information, and information specific to an individual’s physical, psychological, mental, political, ethnic, ideological, cultural or social identity is prohibited.

5. Unauthorized attempts to gain access to an account or computer resource not belonging to you, and purposely altering or forging your identity. Sending any message or transmitting any electronic communication using a name or address other than your own for purposes of deception is prohibited. Impersonating someone else by altering your source IP address or by using forged headers or other identity information is prohibited. Fraudulently concealing, forging or otherwise falsifying your identity in connection with any use of the Sites or Services is prohibited.

CUSTOMER RESPONSIBILITY FOR CUSTOMER'S USERS

Each Jive customer is responsible for the activities of its users and, by accepting service from Jive, is agreeing to ensure that its customers/representatives, customer Users or end-users abide by this Policy. Complaints about customers/representatives, customer Users or end-users of a Jive customer will be forwarded to Jive customer's administrator for action. If violations of the Policy occur, Jive reserves the right to terminate services with or take action to stop the offending customer from violating Jive's Policy as Jive deems appropriate, with or without notice.

Security

Sites and Services may not be used to violate system or network security; such behavior may result in criminal or civil liability. You may not engage, without limitation, in the following activities:

- Gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.
- Engaging in any activities that may interfere with the ability of others to access or use the Sites, Services or the Internet (i.e., Denial of Service attacks).
- Monitoring any data, information or communications on any network or system not owned by you without authorization.
- Gaining unauthorized access to the user accounts or passwords of other users of any system.
- Attempting to intercept, redirect or otherwise interfere with communications intended for others.
- Intentionally transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs.

E-Mail

Our Sites and Services may not be used to distribute electronic mail in an improper or illegal manner. You may not engage, without limitation, in the following activities: Transmitting unsolicited mass or commercial e-mail (i.e., spamming) for any purpose.

- Enlisting a third party to transmit unsolicited mass or commercial e-mail on your behalf.

- Collecting responses from unsolicited mass or commercial e-mail, or advertising your web site or your identity in such e-mail.
- Transmitting a large amount of e-mail to a recipient with the intent to disable their system (i.e., mailbombing).
- Using another party's electronic mail server to relay e-mail without express permission.
- Any e-mail message containing informational or commercial content is considered unsolicited unless it is sent to a recipient who expressly requested receipt of such e-mail via an "opt-in" process. It is your responsibility to prove that the recipient explicitly requested inclusion on an e-mail list by direct action, preferably with evidence of confirmation by the recipient (i.e. "double opt-in"). In the absence of positive, verifiable proof to the contrary, Jive will consider a complaint by an e-mail recipient to be de-facto proof that the recipient did not request the e-mail about which a complaint was generated.

Cooperation with Investigations

Jive will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity, and shall have no liability to you or any third party for any actions taken in connection with such cooperation. Employees and customers of Jive and all end users of the Sites and Services are responsible for providing assistance to Jive in such investigations as needed.

Notification of Violation

If you become aware of any violation of this AUP by any person, including downstream customers, end users or third parties, you must immediately notify us via e-mail at legal@jivesoftware.com, or through your designated Account Manager at Jive.

Privacy Policy

This is the Website of Jive Software.

Contact Information:

Jive Software, Inc.

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