Terms and Conditions

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Updates

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Use within ten (10) days after Veritas provides notice thereof, or (b) your continued use of or access to the Veritas Open Exchange (VOX) and/or the Services after Veritas provides such notice, will constitute your acceptance of such changes. Any uses of the information from this site that differ from those described above must be authorized in writing by the Director of the Veritas Open Exchange (VOX) to request permission to use information that differs from provisions listed herein.

2. DESCRIPTION OF THE VERITAS OPEN EXCHANGE (VOX) AND THE SERVICES

The Veritas Open Exchange (VOX) and Services are designed to create and support an online community where, subject to all of their obligations under the applicable agreement, or other pertinent Veritas-related agreements: (a) Veritas customers or partners can share their experiences about Veritas services and about business in general and (b) Veritas customers, partners, developers, and end users can more easily receive information from Veritas about Veritas services or any related business processes. Certain services or areas of the Veritas Open Exchange (VOX) may not be available to all Veritas customers or partners. You agree not to use any services, or access any areas of the Veritas Open Exchange (VOX), that Veritas has not specifically authorized you to use or access.

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Registration

To register for the site, a user must provide a username (which may be fictitious) and a working email address. The user may also be asked to agree to additional terms and conditions relating to the submission of such personally identifying information. In some cases, Veritas may permit certain users who are already registered with Veritas (e.g., via another online website) to access the Veritas Open Exchange (VOX) without re-registration. In those cases, each of those users will be deemed a "Registered User" upon his or her acceptance of these Terms of Use. In other cases, to access the Veritas Open Exchange (VOX) and the services, you may be required to register for an account by completing Veritas’ user registration form, providing the identifying information listed above, which shall be used for the sole purposes of enabling the user to participate in forums and upload materials. After Veritas' review of your registration information, Veritas in its sole discretion may issue a User ID and password to you, in which case you shall become a "Registered User" after acceptance of these Terms of Use. You represent and warrant that all of the information that you provide to Veritas in the user registration form is truthful and accurate. If you provide any false, inaccurate, or incomplete information in your user registration form, Veritas may immediately terminate your account. In addition, you may be invited to provide personal profile information that may be used by Veritas in accordance with Veritas' privacy policy and viewed by other users. Further information about registration, personal profiles, and our use of your information can be found at Privacy Policy; Legal. Registered Users are responsible for maintaining the confidentiality of their passwords, and are not to share their User IDs or passwords with any other individuals. You agree to immediately notify Veritas of any unauthorized use of any User ID or password. You will be solely responsible and liable for any and all access to and use of the Veritas Open Exchange (VOX) or Services (including all activities and transactions) by any person logging in under your account.

4. DISCUSSION FORUMS AND FORUM CONTENT

Note: Cookies must be enabled to allow access for the site.

Discussion Forums

Veritas may offer you access to one or more discussion forums, chat areas, bulletin boards, news group, blog, wiki, email, or other service in which you can upload, email, post, publish or otherwise access or transmit Forum Content, as defined below ("Discussion Forums"), where users may access Veritas product information, development tools, agents, utilities, pre-release, experimental or commercially available Veritas software products, as well as post questions and
discuss issues related to Veritas software with other customers, and, in certain appropriate forums, post scripts or sample code for discussion purposes (collectively, "Forum Content").

**Forum Content**

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You agree that Veritas is not responsible for and will have no liability in connection with any Forum Content posted or uploaded to the Discussion Forum by you or other users. Veritas does not specifically monitor, ensure or confirm accuracy of, or provide input or support for these Discussion Forums. Rather, Veritas sponsors these discussion forums as a platform or venue for Veritas customers and other third parties to participate in the exchange of ideas and product expertise. All such information is provided on a voluntary basis. Without limiting the foregoing, Veritas has and shall have no liability regarding the accuracy of such Forum Content, and you use such Forum Content entirely at your own risk. You hereby release Veritas, and our officers, directors, agents, subsidiaries, joint ventures, and employees, from claims, demands, and damages, including actual and consequential, of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any and all Forum Content. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**5. ACCEPTABLE USE AND CONDUCT**

**No Monitoring**

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- upload, post, email, transmit, or otherwise make available any Forum Content that is unlawful, harmful (including Forum Content that is harmful to Veritas' reputation), threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable
- Use the Veritas Open Exchange (VOX) or the Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise)
- impersonate any person or entity
- violate the legal rights of another party, such as by infringing another's intellectual property rights through the posting or uploading or use of Forum Content (including without limitation, photographs or images), and further including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) or any other proprietary rights unless you own or control the rights thereto or have received all necessary consent to do the same.
- forge email headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Veritas Open Exchange (VOX) or the Services
- use the Veritas Open Exchange (VOX), Discussion Forums, or the Services to compile commercial, political, or charitable mailing lists or to facilitate the transmission of spam, junk mail, chain letters, or obscene or profane content
- upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising or promotional materials (including sweepstakes materials)
• Harvest or otherwise collect information about others, including e-mail addresses
• Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof
• Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another
• Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded
• Restrict or inhibit any other user from using and enjoying the Veritas Open Exchange (VOX), Discussion Forums, or Services
• Create a false identity solely for the purpose of misleading others
• Violate any applicable laws or regulations; or
• stalk, harass, threaten any other individual, or engage in other disruptive conduct in a Discussion Forum.

**Supplementary Rules and Policies**

In addition to these Terms of Use, you will comply with all supplementary rules and policies applicable to the Veritas Open Exchange (VOX), Discussion Forums, or the Services, either posted on the Veritas Open Exchange (VOX) or which otherwise may be provided to you from time to time. Such rules and policies are hereby incorporated by reference into these Terms of Use. You agree to periodically review all additions, deletions and/or changes to the Veritas Open Exchange (VOX), Discussion Forums, or Services and to cease all use of the site if you are unable to agree to these changes. Your continued use of the site after such changes have been made constitutes your constructive agreement to the revised terms.

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- Must not misrepresent the linker's relationship with the Veritas Open Exchange (VOX)(s);
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use or misuse of the Veritas Open Exchange (VOX), the Discussion Forums, the Forum Content, or the Services; (c) your connection to the Veritas Open Exchange (VOX) or the Services; (d) your violation of these Terms of Use or any additional rules, guidelines or terms of use posted for a specific area of the Veritas Open Exchange (VOX); or (e) your violation of any rights, including without limitation, the intellectual property rights, of a third party.

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Limitation of Liability

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Exclusion

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1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify (i) the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and provide information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the site where such material may be found, and (ii) the reference or link, to the material or activity that you claim to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link, including at a minimum, if applicable, the URL of the link shown on the site where such reference or link may be found. You must identify each separate item of infringing material.
3. Provide information reasonably sufficient to permit Veritas to contact you (email address, telephone number, and a mailing address).
4. Include both of the following statements in the body of the Notice, if they are true:

- "I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
- "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.
6. Deliver this Notice, with all items completed, to Veritas Designated Copyright Agent:

Veritas Technologies LLC Attn: Copyright Agent 500 E. Middlefield Road, Mountain View, CA 94043

BY EMAIL: DMCA@Veritas.com with the words "DMCA Complaint" in the subject line.

If you fail to comply with all of the requirements set forth above, your DMCA notice may not be valid. Further, failure to comply substantially with the provisions above shall not be considered as providing actual knowledge or an awareness of facts or circumstances of such infringing activity to Veritas. Counter Notification procedures are provided at the link at the bottom of the Veritas Site under Legal Terms -- Claims of Copyright Infringement.

13. GENERAL INFORMATION

**Entire Agreement**

These Terms of Use constitute the entire agreement between you and Veritas governing your use of the Veritas Open Exchange (VOX) and the Services, superseding any prior agreements, whether written or oral, between you and Veritas regarding the subject matter hereof. Of course, you also may be subject to additional and separate terms and conditions that apply when you use or purchase other Veritas products, services, or affiliate services, or third-party content or software.

**Governing Law and Jurisdiction**

These Terms of Use shall be governed by the laws of the State of California without giving effect to any conflict of law principles that may require the application of the law of another jurisdiction. In connection with any claims, dispute, controversies, or proceeding arising from or relating to the Veritas Open Exchange (VOX) or the Services, you agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the Northern District of California. You and Veritas agree to submit to the jurisdiction of, and you hereby consent to the exercise of jurisdiction over you by such courts in any such legal action or proceeding. Veritas makes no representation that information on this web site are appropriate or available for use in all countries, and prohibits accessing materials from territories where
contents are illegal. Those who access this site do so on their own initiative and are responsible for compliance with all applicable laws. The foregoing notwithstanding, the parties agree that this provision may not be deemed enforceable, in whole or in part, by courts in other countries.

Waiver

The failure of Veritas to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

No Assignment or Transfer

You agree that any Veritas registration with the Veritas Open Exchange (VOX)(s) is non-transferable and these Terms of Use are non-assignable.

Severability

If any clause or provision set forth above is determined to be illegal, invalid or unenforceable under present or future law, then, in that event the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

Section Headings

The section headings in these Terms of Use are for convenience only and have no legal or contractual effect.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Veritas Open Exchange (VOX) or the Services or these Terms of Use must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

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