

HashiCorp Terms of Service

Last updated: March 2018

Your access to and use of HashiCorp.com is subject to the following terms and conditions and all applicable laws.

Acceptance of Terms.

HashiCorp, Inc. ("HashiCorp" or "us" or "we") welcomes you to hashicorp.com and related sub-domains (the "Website"). By accessing and using the Website, you accept the following terms and conditions, without limitation or qualification. Unless otherwise stated, the contents of the Website including, but not limited to, the text and images contained herein and their arrangement are the property of HashiCorp. All trademarks used or referred to in this Website are the property of their respective owners. Nothing contained in the Website shall be construed as conferring by implication or otherwise, any license or right to any copyright, patent, trademark or other proprietary interest of HashiCorp or any third party.

If you do not agree to these Terms of Service, do not use the Website. We can change these Terms of Service at any time without any notice to you. It is your responsibility to review these Terms of Service from time to time for any changes as it creates a binding legal agreement between you and HashiCorp. If you use the Website after we have changed any of the Terms of Service, you are agreeing to all of the changes.

Account; Passwords, Security.

You may need to set up an account in order to use some of the features of the Website. You may not use a third party's account without permission. When you are setting up your account, you must give us accurate and complete information. This means that you cannot set up an account using a name or contact information that does not apply to you, and you must provide accurate and current information on all registration forms that are part of the Website. You have complete responsibility for your account and everything that happens on your account. This means you need to be careful with your password. If you find out that someone is using your account without your permission, you must let us know immediately. You may not transfer your account to someone else. We are not liable for any damages or losses caused by someone using your account without your permission. However, if we (or anyone else) suffer any damage due to the unauthorized use of your account, you may be liable.

Personal Use Only.

We are making the Website available to you for your information and personal use only. You may not (and you agree not to) use, copy, distribute, transmit, broadcast, sell, or do anything else with the Website for any other purpose.

User Content.

You are solely responsible for any User Content you post to the Website, and the consequences of posting or publishing it. By "User Content", we mean any Content you post to the Website. "Content" means information, data, text, software, music, sound, photos, graphics, videos,

messages, tags, interactive features, or any other materials. When we say "post", we include posting, uploading, sharing, submitting or otherwise providing User Content in any manner in connection with the Website.

Unless expressly stated otherwise herein, any User Content submitted by you through the Website shall be deemed non-confidential and non proprietary. You represent that you have the lawful right to submit such information and agree that you will not submit any information unless you are legally entitled to do so. Because of the open nature of the Internet, we recommend that you not submit information you consider confidential.

HashiCorp does not accept unauthorized idea submissions outside of established business relationships. To protect the interests of our current clients and ourselves, we must treat the issue of such submissions with great care. Importantly, without a clear business relationship, HashiCorp cannot and does not treat any such submissions in confidence. Accordingly, please do not communicate unauthorized idea submissions to HashiCorp through the Website. Any ideas disclosed to HashiCorp outside a pre-existing and documented confidential business relationship are not confidential and HashiCorp may therefore develop, use and freely disclose or publish similar ideas without compensating you or accounting to you. HashiCorp will make every reasonable effort to return or destroy any unauthorized idea submissions without detailed review of them. However, if a review is necessary in HashiCorp's sole discretion, it will be with the understanding that HashiCorp assumes no obligation to protect the confidentiality of your idea or compensate you for its disclosure or use. By submitting an idea or other detailed submission to HashiCorp through the Website, you agree to be bound by the terms of this stated policy.

Restrictions on User Content and Your Conduct.

You may not:

- use our Website for any illegal purpose;
- submit User Content that you don't have the right to submit, unless you have the owner's permission; this includes material covered by someone else's copyright, patent, trade secret, privacy, publicity, or any other proprietary right;
- forge headers or manipulate other identifiers in order to disguise the origin of any User Content you submit;
- submit any User Content that contains lies, falsehoods or misrepresentations that could damage us or anyone else;
- submit User Content that is illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- impersonate anyone else or lie about your affiliation with another person or entity;
- use meta tags or any other "hidden text" utilizing any of our or our suppliers' product names or trademarks;

- upload, launch, post, email or transmit any material (including any bot, worm, scripting exploit or computer virus) that is likely to harm or corrupt our Website, or harm or corrupt our or anyone else's computer systems, or data;
- use our Website to harm minors in any way, including posting User Content that violates child pornography laws, child sexual exploitation laws, or any other laws protecting children;
- collect or gather other people's personal information (including account information) from our Website;
- submit User Content which disparages us or our partners, vendor or affiliates; or

We have the sole right, but not necessarily the obligation, to delete at any time any User Content that violates these rules or that we believe to be inappropriate for any reason.

We are Not Responsible for User Content.

We generally do not review any of the User Content posted by our users. We do not endorse any User Content or support any views, opinions, recommendations, or advice that may be in user submissions. User Content comes from a variety of sources, and we make no promises about the reliability of any source or the accuracy, usefulness, safety, or intellectual property rights of any user submission. You may be offended by User Content that you see on the Website. You may find some of it to be inaccurate, offensive, indecent, or objectionable. However, you agree not to hold us responsible in any way for your use of our Website, including your exposure to User Content.

Proprietary Rights.

The Website and the content provided in the Website, including, but not limited to, graphic images, audio, video, html code, buttons, and text, may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, without the prior written consent of HashiCorp, except that you may download, display, and print one copy of the materials on any single computer solely for your personal, non-commercial use, provided that you do not modify the material in any way and you keep intact all copyright, trademark, and other proprietary notices.

Links to Other Sites.

The information provided on the Website is in most cases free of charge and for informational purposes only, and does not create a business or professional services relationship between you and HashiCorp. Links on the Website may lead to services or sites not operated by HashiCorp. No judgment or warranty is made with respect to such other services or sites and HashiCorp takes no responsibility for such other sites or services. A link to another site or service is not an endorsement of that site or service. Any use you make of the information provided on the Website, or any site or service linked to by the Website, is at your own risk.

Warranty Disclaimer.

The Website and its contents are provided “as is” and HashiCorp makes no representation or warranty of any kind with respect to the Website or any site or service accessible through the Website. HashiCorp expressly disclaims all express and implied warranties including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and

non-infringement. In no event will HashiCorp be liable to any party for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, lost profits, business interruption, loss of programs or data) without regard to the form of action and whether in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with the Website, any content on or accessed through the Website or any site service linked to, or any copying, displaying, or use thereof.

Termination and Suspension.

We may terminate or suspend the Website or any part of the Website, terminate or suspend your use of the Website, block any IP address, or remove any of your User Content at any time without cause without any liability to you.

Further, we may terminate or suspend your permission to use the Website immediately and without notice upon any violation of these Terms of Service, your failure to pay any fees when due, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems or for engagement by you in fraudulent or illegal activities. If we terminate your use of the Website for any of these reasons or otherwise for cause, we will not refund any fees you may have paid, whether for access to the Website or for Software (if applicable).

Upon any termination we may delete your account, passwords and User Content, and we may bar you from further use of the Website. You understand that we may also continue to make your User Content available on the Website even if your use of the Website is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account or access to the Website.

General Terms.

HashiCorp maintains the Website in California, U.S.A. and you agree that these Terms of Service and any legal action or proceeding relating to the Website shall be governed by the laws of the State of California without reference to its choice of law rules. If you attempt to bring any legal proceedings against HashiCorp you specifically acknowledge that HashiCorp is free to choose the jurisdiction of our preference as to where such action against us may be held. As you have agreed by using the Website to choose the laws of the State of California to govern any such proceedings, we will probably choose to defend any such action in California and we can make this decision entirely as it suits us, without regard to where in the world you are located, or from where in the world you visited the Website. You are responsible for complying with the laws of the jurisdiction from which you are accessing the Website and you agree that you will not access or use the information on the Website in violation of such laws.