

# Marketo Community: Terms of Use

Welcome to Marketo's Marketing Nation Community. By accessing or using any part of the Marketo Community, you agree that you are subject to and will comply with these Terms of Use and Marketo's [Privacy Policy](#), as updated from time to time. Revised Terms of Use or Privacy Policy will be effective when posted. You should read these terms in full because, besides being a riveting read, they apply every time you visit the Marketo Community.

These Terms of Use were last updated in January 2015.

## 1. DEFINITIONS

**"Marketo's Marketing Nation Community"** means the web pages accessible via the community [page](#) that are identified as Marketo Community, including but not limited to Marketing, Products & Support, Partners, Events, Discussions, Ideas, Support Solutions, User Groups, Roadshows, Blogs, and user profile pages that show the Marketo Community designation.

**"We," "Our" or "Us"** means Marketo, Inc.

## 2. YOUR PROFILE AND ACCOUNT

You agree that all information you submit to the Marketo Community profile pages is accurate and that you will keep it current. If We have grounds to suspect that your profile information is untrue or inaccurate, We have the right to limit, suspend or terminate your Marketo Community account. It is your responsibility to maintain the confidentiality of your Marketo password, and you are responsible for any activities that occur in your Marketo Community account. You agree that We may send you important information and notices regarding the Marketo Community and your Marketo Community account based on the information you provide to Us. Each individual person is limited to one account.

## 3. YOUR RESPONSIBILITIES

You are responsible for all activities that occur in your Marketo Community account. You shall treat other Marketo Community users with courtesy and respect. You agree that you will only upload, share, post, publish, or otherwise make available content that you have the right and authority to share. You shall not:

- Impersonate any other person;
- Falsely say or imply that you are associated with another person or entity;
- Submit content in exchange for payment or other consideration from another person or entity;
- Use any computerized or automated mechanism, including without limitation, scrapers, spiders or robots, to access, extract and/or download any information from the Marketo Community.
- Collect information about other Marketo Community users without their consent; or
- Submit or link to any content that:
  - Infringes or violates the intellectual property or other rights of any person or entity;
  - Intentionally interferes with the operation of the Marketo Community;
  - Violates anyone's privacy or publicity rights;
  - Breaches any duty of confidentiality that you owe to anyone;
  - Provides any non-public information about Us or any other company or person without authorization (including the names and contact information for Our employees or Marketo Community users);

- Is, in Our judgment, harassing, defamatory, abusive, lewd, pornographic, obscene, or otherwise objectionable;
- 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 be perceived as such by others.

We reserve the right, in Our sole discretion and without notice to you, to remove any content submitted or posted by you to the Marketo Community pages.

#### **4. TESTIMONIALS**

We have the right in Our sole discretion to accept, reject and edit content you submit to our Testimonials pages. Any such editing will be in good faith, and We will endeavor not to misrepresent your testimonials.

#### **5. USER GROUPS**

We encourage members of the Marketo Community to join User Groups in your geography in order to share best practices, find solutions to challenges, network, build their personal brand, and become better marketers. Each User Group has at least one leader ("**User Group Leader**") who is a member of the User Group and a member of the Marketo Community, but likely is not a Marketo employee. User Group Leaders must read and verbally agree to the Guidelines for [User Group Leaders](#) before performing any actions as User Group Leader.

#### **6. NO WARRANTY**

THE MARKETO COMMUNITY IS PROVIDED "AS-IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONTENT POSTED BY US ON THE MARKETO COMMUNITY PAGES IS NOT PART OF ANY USER GUIDE OR LEGAL AGREEMENT. ALL SUCH CONTENT IS PROVIDED "AS-IS", AND WE DO NOT MAKE ANY REPRESENTATION AS TO ITS QUALITY OR ACCURACY, AND WE SPECIFICALLY DISCLAIM THE COMPLETENESS, RELIABILITY, OR ORIGINALITY OF SUCH CONTENT. WE DISCLAIM ANY RESPONSIBILITY WHATSOEVER FOR ANY CONTENT OR MATERIAL ON THE MARKETO COMMUNITY NOT ORIGINATING FROM US.

#### **7. NO DAMAGES**

IN NO EVENT SHALL WE HAVE ANY LIABILITY HEREUNDER TO YOU, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY 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.

## 8. INDEMNITY

You agree to indemnify and hold Us harmless from any claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from your breach of these Terms of Use.

## 9. PROPRIETARY RIGHTS AND PRIVACY

You grant to Us a perpetual, worldwide, irrevocable, transferable, sublicensable 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 Marketo Community. This includes without limitation the right to incorporate your content and material into any Marketo product, service, or documentation, and to use, display, market, sell, distribute, and sublicense your content as embedded in Marketo products, services, or documentation without compensation to you. We reserve all rights, title, and interest in and to all intellectual property rights subsisting in the Marketo Community, including but not limited to its user interface, branding, and underlying technology. No rights are granted to You hereunder other than as expressly set forth herein. You waive any intellectual property rights, including moral rights, or other claims you may have now or in the future against Marketo or anyone using a product or service marketed by Marketo relating to your content on the Marketo Community, the hosting by Marketo of other parties' content, and the hosting by Marketo of user reviews.

The Marketo Community may contain links to web sites controlled or offered by third parties. We do not endorse or recommend any content or material appearing on such web sites, nor are We liable for any failure of any products, services or promotions offered or advertised at such linked web sites. Please be aware that We are not responsible for the privacy practices of these sites and We encourage you to be aware of the privacy policies applicable to such sites.

Subject to the above, We will treat information You submit to the Marketo Community pages in accordance with Our [Privacy Policy](#). You understand and acknowledge that you have no expectation of privacy with regard to any content you submit or communicate to the Marketo Community and that postings are not anonymous.

## 10. REMOVAL OF MATERIAL UNDER U.S. DIGITAL MILLENNIUM COPYRIGHT ACT

If We receive a notice alleging that material or content you posted on Marketo Community infringes another party's copyright, We may remove that material in accordance with Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act). If you believe in good faith that your work has been copied in such a way that constitutes copyright infringement, please notify us and We will investigate. **Submit a [notice](#) to Marketo.**

## 11. MISCELLANEOUS

These Terms of Use shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in San Mateo County, California to adjudicate any dispute arising out of or relating to these Terms of Use. Except as expressly stated in these Terms of Use, these Terms of Use 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 of Use shall be effective

unless it is by an update to these Terms of Use that We make available on this website. You agree that your use of the Marketo Community will not create any partnership, joint venture or employment relationship between you and Us.