

NativeScript Sidekick Preview Terms of Service

Last Updated July 31, 2017

What the Agreement Covers:

The NativeScript Sidekick Preview versions of products and services, including any technology, information, software, documentation, materials, and updates available to you through this portal (the "Preview Services") are being made available by Telerik AD ("Telerik", "we," "us," or "our") to you on the condition that you agree to these terms and conditions (the "Terms of Service" or "Agreement"). "Customer," "you" or "your" refers to the person accessing or using the Preview Services, or, if the Preview Services are being used on behalf of an organization, such as an employer, "you" means such organization. In the latter case, the person accessing or using the Preview Services represents and warrants that he or she has the authority to do so and bind such organization to these Terms of Service. Violation of any of the terms below will result in the termination of this Agreement and the Preview Services provided hereunder. BY CLICKING THE "I ACCEPT", "I AGREE", or SIMILARLY WORDED BUTTON, COMPLETING THE REGISTRATION PROCESS, OR USING THE PREVIEW SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPT THESE TERMS OF SERVICE.

BY AGREEING TO THE THESE TERMS OF SERVICE YOU ARE BECOMING A PARTICIPANT IN THE NATIVESCRIPT SIDEKICK PREVIEW PROGRAM. THE PREVIEW SERVICES ARE PROVIDED TO YOU AS PART OF THE NATIVESCRIPT SIDEKICK PREVIEW PROGRAM AND ARE BELIEVED TO CONTAIN DEFECTS. THE PURPOSE IN PROVIDING THE PREVIEW SERVICES, FOR WHICH NO FEES HAVE BEEN CHARGED OR ARE DUE FROM YOU, IS TO OBTAIN YOUR FEEDBACK ON THE PREVIEW SERVICES' PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE PREVIEW SERVICES AND/OR ACCOMPANYING MATERIALS.

1. **Feedback.** As a participant in the NativeScript Sidekick Preview Program, your feedback is valuable to Telerik. You license to Telerik without charge all intellectual property or other rights necessary for Telerik to use, share, and commercialize in any way or for any purpose any feedback about the Preview Services you provide. You also license to all third parties without charge all intellectual property or other rights necessary for their products, technologies and services to use or interface with any specific parts of a Telerik software or service that includes the feedback. You will not give feedback that is subject to any license that requires Telerik to license its software or documentation or provide its services to third parties. The rights granted in this paragraph are perpetual and world-wide and survive the termination or expiration of this Agreement.
2. **Licensed Use of Preview Services.** Telerik gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to: copy, install and use any downloadable code or software delivered to you by Telerik as part of the Preview Services; and to access and use any hosted code or software to which Telerik provides you access as part of the Preview Services,

(all code/software, whether delivered or hosted, referred to as the “Software” below). This license is for the sole purpose of enabling you to use and test the Preview Services as provided by Telerik, in the manner permitted by these Terms of Service and shall terminate when your right to use the Preview Services terminates or expires.

- a. You may use the Preview Services, including the Software, solely in conjunction with your Content for internal testing purposes only. All such use is subject to your complying with these Terms of Service, any policies and procedures Telerik designates for use of the Preview Services, and any limits on the number of users who may access or use the Preview Services. “Content” means all data and content, such as data files, applications, log files, written text, user authentication profiles, computer software, music, audio files or other sounds, photographs, videos or other images that you upload to or that is created or processed using the Preview Services.
- b. You acknowledge that you receive no right under these Terms of Service to license commercial products or to receive a license to any future commercial product which may be similar to, based upon, or identical to the Preview Services.

3. Representations and Warranties. You represent and warrant that:

- a. you have, will obtain, and will maintain all necessary rights to your Content, and any other data, software programs or services you use in connection with the Preview Services;
- b. your use of such Content, and any other data, software programs or services used in connection with the Preview Services does not infringe the intellectual property or other proprietary rights, or privacy rights of any third party;
- c. you will not access or use the Preview Services in a manner that violates the rights of any third party or which purports to subject Telerik to any other obligations;
- d. you will access and use the Preview Services in a manner which complies with all laws and regulations;
- e. you will comply with the terms and conditions of the Acceptable Use Policy (“AUP”) attached initially hereto as Exhibit A and as may be updated from time to time by Telerik in its sole discretion; and
- f. you will not transmit any worms or viruses or any code of a destructive nature to, from, or through the Preview Services.

4. Additional Use Restrictions. You may not (and you may not permit anyone else to):

- a. Remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Preview Services;
- b. copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law;
- c. redistribute the Software;
- d. modify, adapt or hack the Preview Service;
- e. reproduce, duplicate, copy, sell, resell or exploit any portion of the Preview Service, use of the Preview Service, or access to the Preview Service without the express written permission by Telerik;
- f. assign (or grant a sub-license of) your rights to use the Preview Services, including the Software, grant a security interest in or over your rights to use the Preview Services, including the Software, or otherwise transfer any part of your rights to use the Preview Services, including the Software;
- g. access or use the Preview Services:
 - i. in any way prohibited by any law, regulation or governmental order or decree or that violates others' legal rights;
 - ii. in any way that could harm the Preview Services or impair anyone else's use of the Preview Services;
 - iii. to try to gain or provide unauthorized access to the Preview Service, Content, account or network by any means;
 - iv. to send "spam" (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.).
 - v. for the purpose of bringing an intellectual property infringement claim against Telerik or for the purpose of creating a product or service competitive with the Preview Services.

5. Proprietary Rights; Reservation of Rights; No Other License.

- a. Licenses granted under this Agreement do not constitute a sale of software. Telerik owns and shall at all times retain exclusive title and ownership of the Software. No rights are granted other than those explicitly set forth in this Agreement. You acknowledge and agree that Telerik (or Telerik's licensors) own(s) all legal right, title and interest in and to the Preview Services, including any intellectual property rights which subsist in the Preview Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Telerik reserves all rights not expressly granted in this Agreement. No additional rights (including implied licenses, rights or covenants) are granted by implication, estoppel or otherwise. Except as expressly set forth herein, this Agreement does not provide Customer with any license or rights to use any data, software programs or services, or to any related or enabling technologies that may be necessary to use such data, software programs or services. Any open source software that may be delivered, linked, or hosted by Telerik embedded in or in association with the Preview Services is provided pursuant to the open source license applicable to the software and subject to the disclaimers and limitations on liability set forth in such license. Any license or other terms associated with any data, software programs or services that access or use the Preview Services do not apply to or bind Telerik. Customer has no right of ownership or of control over the Preview Services.
 - b. All title and ownership rights in and to other intellectual property that may be included in the Preview Services (including but not limited to any images, photographs, animations, video, audio, music, and text embedded in the Preview Services), and any trademarks or service marks of Telerik that are used in connection with the Preview Services are and shall at all times remain exclusively owned by Telerik and its licensors. All title and intellectual property rights in and to the content that may be accessed through use of the Preview Services is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content.
6. License to Telerik. You license to Telerik (and its affiliates and necessary sublicensees), all intellectual property or other rights required to allow Telerik to use or process Content or other information through the Preview Services. Telerik may only use such rights, Content and information to provide, operate, and improve the Preview Services or support Preview Services (if any). Other than as necessary to provide the Preview Services, Telerik has no right of ownership or control over Customer's Content or other information provided by Customer in connection with the use of the Preview Services. Customer is solely responsible for protecting rights Customer has, or may have, in Customer's Content or information.
7. Right to Publicize. Telerik may, in its sole discretion, publicize your use of the Preview Services and You license to Telerik (and its affiliates and necessary sublicensees), all intellectual property

or other rights required to allow Telerik to use your name, trade name(s), trademark(s), service mark(s), logo(s), domain name(s) in connection therewith.

8. Customer's Content.

- a. **Storage of Content.** The Preview Services may allow you to store, process, access, and query Content. You agree that you are solely responsible for (and that Telerik has no responsibility to you or to any third party for) any Content that you upload, create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Telerik may suffer) by doing so. You further acknowledge that you upload Content at your own risk. Telerik may update the Preview Services, which may result in the deletion of Your Content. The Preview Services may experience interruptions and extended downtime during which Content may not be accessed or may be lost entirely. You should not to rely in any way on the correct functioning or performance of the Preview Services.
- b. **Content Removal.** Telerik does not pre-screen Content, but Telerik and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via or stored in the Preview Services. Telerik may, but has no obligation to, remove Content that it determines in its sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property rights or these Terms of Service.
- c. **Transmission of Content.** You understand that the technical processing and transmission of the Preview Services, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You understand that Telerik uses third party vendors and hosting partners to provide the necessary infrastructure, hardware, software, networking, storage, and related technology required to run the Preview Service. This means that if you choose to use the Preview Services, your Content will be stored on and accessed through one or more such third party services.
- d. **Deletion of Content.** Telerik will have the right to delete your Content at any time during the term of the Preview Services or thereafter. Customer may backup the Content to Customer's own or a third party system, but otherwise Telerik has no obligation to hold, export, or return any Content. Telerik has no liability for the deletion of Customer's Content during the transfer of Content or at any time thereafter.

9. Your Account.

- a. Account Set Up. You may access or use the Preview Services only after you have:
 - i. accepted these Terms of Service;
 - ii. been assigned a Telerik account username and have created a password (where applicable) for each end user using the Preview Services.

- b. Customer Credentials.
 - i. Your Telerik account username and password and any other credentials Telerik provides are the Preview Services subscription credentials needed to access or use the Preview Services. These subscription credentials are confidential and may only be used by one person – the sharing of Preview Services subscription credentials by multiple people is not permitted. You are solely responsible for all activity under your Preview Services subscription. All individuals using the Preview Services under your Preview Services subscription must comply with this Agreement. Telerik will not be liable for any loss resulting from an unauthorized person using your Telerik account username, password or any other assigned credentials.
 - ii. The Preview Services may also be accessed via Facebook, Yahoo, Google, Github, and LiveID authentication services that help you sign in to web sites and conduct e-commerce transactions. Your use of these third party authentication services will be subject to the service Agreement you enter into as a condition of signing up for the applicable authentication service.
 - iii. **Your credentials are confidential and distribution by You will jeopardize the security of your Content.**

- c. Fair Usage. Telerik may limit or terminate Your access to any or all of the Preview Services if your use of the Preview Services is determined by Telerik, in its sole discretion, to be excessive, including but not limited to use with respect to: upload, download, or processing bandwidth, and/or Content storage.

10. Service Levels

- a. Telerik shall be under no obligation to provide technical support, to make any tests, revisions, or repairs to the Preview Services, to maintain the Preview Services at any Customer-desired level of performance, to keep the Preview Services in operating condition, or to market or license the Preview Services.

- b. The Preview Services may be periodically inaccessible for reasons including maintenance updates, power outages, system failures, extended downtime and other interruptions. During such periods, you may be unable to access or use all or a portion of the Preview Services and some or all of your Content may be deleted. If Telerik determines that an outage or interruption may cause risk to the Preview Services, Telerik may suspend the Preview Services.

11. Security. Telerik may, but shall have not obligation to, apply security technologies and procedures to help protect against unauthorized access or use of the Preview Services. Telerik does not guarantee the success of such technologies and procedures. Customer is solely responsible for the security, protection and backup of its Content, and any other Content, software or Preview Services Customer uses in connection with the Preview Services.

12. Privacy.

- a. Information Use and Disclosure by Telerik. By using the Preview Services, you consent to the following and agree that, with respect to these Preview Services, Telerik may access, collect, use, and/or disclose information about you, your account, your operating environment (including, but not limited to, information about the hardware and software utilized by you in connection with the Preview Services), your Content, and/or the content of your, or your users', communications in order to:
 - 1. provide, operate, support, and improve the Preview Services;
 - 2. identify trends and bugs, collect activation information, usage statistics and track other data related to your use of the Preview Services as further described in the most current version of the Privacy Policy (as defined below).
 - 3. comply with the law or respond to lawful requests or legal process; or
 - 4. protect the rights or property of Telerik or our customers, including the enforcement of Telerik's agreements or policies governing the use of the Preview Services.
- b. Personal data collected or otherwise processed by Telerik in the delivery and/or performance of the Preview Services may be transferred to, and stored and processed in, the United States or any other country in which Telerik or its affiliates or service providers maintain facilities.

- c. For more information on the privacy practices of these trial Preview Services, read the privacy policy at <http://www.telerik.com/about/privacy-policy> (the "Privacy Policy").
 - d. Acknowledgments and Consent by Customer. If Customer collects, stores, or processes personal information when using these Preview Services, Customer agrees to comply with all privacy and data protection laws, taking into account the nature and origin of the information to be processed, as well as the features and limitations of the Preview Services as described in this Agreement or as otherwise provided to Customer.
13. Notices. Telerik may provide Customer with notices in any manner Telerik chooses, including by email or posting any such notices on a portal or community development center website for the Preview Services. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. Notices provided via posting on a portal or community development center web site will be deemed given on the date they are posted. Notices to Telerik shall be provided to <https://github.com/NativeScript/sidekick-feedback>.
14. Indemnification. Customer will indemnify, pay the defense costs of, and hold Telerik, its affiliates, and its or their successors, officers, directors and employees harmless from and against any and all claims, demands, costs, liabilities, judgments, losses, expenses and damages (including attorneys' fees) arising out of, in connection with, or related to:
- a. Customer's use of the Preview Services, breach of this Agreement, and/or violation of any applicable law or regulation; or
 - b. any Content, data, software programs or services that Customer uses in connection with the Preview Services, including without limitation any claim that such Content, data, software program or services, or any part thereof, infringes, misappropriates, or otherwise violates any copyright, patent, trade secret, trademark, or other legal right of any third party.
15. Disclaimer of Warranty. You understand that the Preview Services have NOT BEEN TESTED AND MAY CONTAIN DEFECTS and that TELERIK AND TELERIK'S LICENSORS MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE USE, PERFORMANCE, OPERATION OR SUPPORT OF THE PREVIEW SERVICES. YOU SHALL HAVE SOLE RESPONSIBILITY FOR THE ADEQUATE PROTECTION AND BACK-UP OF ANY CONTENT USED IN CONNECTION WITH THE TESTING OF THE PREVIEW SERVICES. TELERIK PROVIDES THE PREVIEW SERVICES AND SUPPORT SERVICES (IF ANY) "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." CUSTOMER BEARS THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AVAILABILITY OF DATA FROM THE SERVICE, AND EFFORT. TELERIK MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PREVIEW SERVICES OR SUPPORT PREVIEW SERVICES (IF ANY). EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, TELERIK

DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION: (A) REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT; (B) REPRESENTATIONS OR WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (C) REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OR USE OF THE PREVIEW SERVICES WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR-FREE, SECURE, OR THAT YOUR USE OF THE PREVIEW SERVICES WILL BE RELIABLE AND ACCURATE, INCLUDING WITHOUT LIMITATION STORING, READING, UPDATING OR DELETING YOUR CONTENT. NO ORAL OR WRITTEN STATEMENT MADE TO YOU IN THE CONTEXT OF PROVIDING THE PREVIEW SERVICES OR SUPPORT SERVICES (IF ANY) SHALL CREATE ANY WARRANTY THAT HAS BEEN EXPRESSLY DISCLAIMED IN THIS AGREEMENT.

16. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL TELERIK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. IN ANY CASE, TELERIK'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED \$25, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

TELERIK SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS IN THE PREVIEW SERVICES, INCLUDING WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS INCLUDING THOSE THAT AFFECT THE RECEIPT, ACCEPTANCE, PROCESSING, COMPLETION OR SETTLEMENT OF YOUR SYSTEMS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential or other damages.

17. **Suspension of Service.** Telerik may suspend or cancel your use of and access to all or any part of the Preview Services at any time, for any reason and in its sole discretion.
18. **Use of Third Party Services and Links to Third Party Sites.** You understand that Telerik uses third party vendors and hosting partners to provide the necessary infrastructure, hardware, software, networking, storage, and related technology required to run the Preview Service. Telerik is not responsible for the services provided by such third party vendors. The Preview Services may also include links to third party sites. Telerik does not control such sites and is not responsible for the content of any linked site, any links contained in a linked site, or any changes or updates

to such sites. Telerik is not responsible for any form of transmission received from any linked site. You acknowledge and agree that Telerik is not liable for any loss or damage which may be incurred by you as a result of the availability of third party vendor resources or external sites.

19. Third Party Clearances.

As part of the Preview Services including the Software, you may also be provided or granted access to certain, original or modified third-party components which are subject to additional restrictions. These components, if any, are identified in, and subject to, special license terms and conditions set forth in either the "readme.txt" file or the "notices.txt" file accompanying the downloaded Software or posted in connection with hosted Software ("Special Notices"). The Special Notices include important licensing and warranty information and disclaimers. In the event of conflict between the Special Notices and this Agreement, the Special Notices will take precedence (but solely with respect to the third party component(s) to which the Special Notice relates). Unless otherwise expressly stated in the Special Notices for any particular third party component, all third party components included in or accompanying the Software may be used solely in connection with the operation of the Software subject to and in accordance with the terms and conditions of this Agreement.

20. Modifying the Terms; Additional Terms. Telerik may modify this Agreement at any time. The most current version of the Agreement will be posted at <https://www.nativescript.org/nativescript-sidekick/eula>. If you do not agree to any modifications, you must immediately stop using the Preview Services. Your continued use of the Preview Services following any modification to the Agreement constitutes acceptance of the modified Agreement. This Agreement incorporates by reference any additional terms or conditions applicable to particular aspects of the Preview Services.

21. Term and Termination. Unless terminated earlier as set forth in this Agreement, the term of this Agreement is a period of six (6) months from the date on which you accept these Terms of Service, and may be extended only with the written consent of Telerik. Telerik may suspend or cancel the Preview Services, or terminate this Agreement at any time for any reason. This Agreement shall terminate immediately (i) on the date Telerik makes a commercial version of the Preview Services available to the general public or (ii) if you breach the Terms of Service. Upon cancellation, suspension or termination, your right to use the Preview Services stops immediately and you must immediately remove all Content and applications from the Preview Services and cease use of the Preview Services. You must also destroy all copies of any downloaded Software along with any product documentation and any product or company logos provided by Telerik in connection with this Agreement. You are solely responsible for backing up your Content. You may stop using and accessing the Preview Services at any time without further obligation, whether or not you delete or extract your Content.

22. No Waiver. Any delay or failure by Telerik to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.

23. Choice of Law and Location for Resolving Disputes. The laws of the Commonwealth of Massachusetts, USA, govern the interpretation of this Agreement, regardless of conflict of laws principles. The parties irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Boston, Massachusetts, USA, for all disputes arising out of or relating to this Agreement. This Agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
24. Interpreting the Agreement . If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, including any other policies or terms incorporated by reference, is the entire agreement between the parties regarding the Preview Services. It supersedes any prior agreements or statements (whether oral or written) regarding the Preview Services, and is separate and independent from any other agreement(s) that may exist between the parties.
25. Assignment . We may assign this Agreement, in whole or in part, at any time without notice. You may not assign this Agreement, or any part of it, to any other third party. Any attempt by you to do so is void. You may not transfer to a third party, either temporarily or permanently, any rights to use the Preview Services or any part of them.
26. Survival. Any provisions of this Agreement containing license restrictions, warranties and warranty disclaimers, confidentiality obligations, feedback obligations, limitations of liability and/or indemnity terms, and any terms that expressly state that they shall survive termination or expiration, shall survive termination of this Agreement.
27. You consent and agree that Your clicking of the "I Accept", "I Agree", or similarly worded button constitutes Your electronic signature, acceptance, and agreement under the United States federal E-SIGN legislation and that such electronic signature will meet the requirements of an original signature as if actually signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to the enforceability of your signature. At our request, any electronically signed document must be re-executed in original form by you. No party hereto may raise the use of an electronic signature as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Agreement.

EXHIBIT A

NativeScript Sidekick Acceptable Use Policy

(Last Updated: August 1, 2017)

This Acceptable Use Policy (this “**Policy**”) describes prohibited uses of the Preview Services (including the Software) and the products and services accessible through the Preview Services (collectively the “**Service Offerings**”) and Telerik.com, www.nativescript.org, www.progress.com, and/or any similar successor website(s) (collectively and individually the “**Telerik Site**”). The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the Telerik Site. By using the Service Offerings or accessing the Telerik Site, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Service Offerings.

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Service Offerings or the Telerik Site for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

You may not use the Service Offerings to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “**System**”).

Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

No Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail Abuse

You will not distribute, publish, send, or facilitate unsolicited mass e-mailings, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Service Offerings or the Telerik Site. We may:

- investigate violations of this Policy or misuse of the Service Offerings or Telerik Site; or

- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Service Offerings or the Telerik Site.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation.