BEFORE YOU BEGIN

Welcome to our Community!

Before you get started using the Zimbra Community (the “Community”), we want you to have an understanding of the Terms of Use and Privacy Statement applicable to the Community.

Please read these terms in their entirety, since they constitute a binding agreement between you and us. Each paragraph provision contained in these terms is vitally important and requires your agreement and compliance.

Be sure to read each of the following sections using the following quick links listed below.

Introduction
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INTRODUCTION

The Community is offered by Zimbra, Inc. (“Zimbra”) as a way for individuals and Zimbra to share information about Zimbra products, social business, community management and system administration.

YOUR RESPONSIBILITIES AS A USER OF THE COMMUNITY

You agree to:

• Act responsibly, use common sense and post information thoughtfully. You agree to be entirely responsible for your posts and any consequences of doing so.

• Be truthful and provide accurate information about yourself. Only individuals 18 years or older may access and engage in the Community;

• Protect your unique identifier and/or password from any unauthorized use; and

• Notify us immediately if you suspect or become aware of any unauthorized use or access to your account or any account-related security breach.

You agree not to:

• Create multiple accounts and/or create an account for anyone other than yourself, unless you are a Legal Guardian, are authorized to do so under a Power of Attorney or have received other appropriate authorization to act on behalf of the member;

• Create a User Name that is the name of another person with the intent to impersonate that person or create a User Name that is offensive, vulgar, or obscene or otherwise unlawful;

• Collect or store personal information about others;

• Transmit or disclose confidential or proprietary information unless you are legally entitled to do so;

• Transmit or disclose information about another person without their consent;

• “Spam,” “Bomb” or “flame” the Community with inappropriate posts or harassing any other person;
• Post advertisements of any kind either directly or indirectly;

• Delete or revise any content on this website except your own information;

• Use any device or computer program in order to interfere or attempt to interfere with the proper operation of this website;

• Take any action that imposes an unreasonable load on the systems supporting this website;

• Attempt to disrupt, degrade, impair or violate the integrity or security of the infrastructure of this website (e.g., hacking, denial of service attacks), including any activity that precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of our IP space;

• Remove or obscure the copyright notice or other notices displayed on the content and/or frame our name or any content, trademark, logo or trademarks in any meta-tags or other hidden text, or other proprietary information on this website;

• Copy, reprint, modify, lease, distribute, assign, sell content, license, reverse engineer, create derivative works or take other actions that may be prohibited by the Federal regulation known commonly as the “Copyright Act” using information or content retrieved from this website or any of the third-party websites we may provide links to; and

• Use this website in a manner that may adversely affect this website’s resources or its availability to others, or that violates U.S., local, state or federal law.

Community privileges are dependent on users consenting to adhere to these guidelines. Zimbra relies on your good faith and judgment so if you choose to provide inaccurate or false information or fail to honor these responsibilities, we have the right to terminate or suspend your access to the Community.

OUR RESPONSIBILITIES

We agree to:

• Moderate the Community in any way we believe is appropriate which may include prescreening, revising, or removing of any content or posts. As stated above, we retain the right to terminate or suspend access to the community or website;

• Make reasonable efforts to present accurate information on this website; however it is possible that information found on this website may be out-of-date;

• Have security measures in place to protect against the loss, misuse, or alteration of information under our control; and

• Provide the content and information on this website on an “AS IS” and “AS AVAILABLE” basis, without any representations or warranties.

COMMUNITY PRIVACY STATEMENT

The Privacy Statement is part of the Terms of Use. The statement describes what information is collected and how we may use that information both for Registered and non-Registered users. This statement may change from time to time, so we encourage you to check periodically to learn about any updates.

Zimbra provides the software as well as hosts the Community with our partner, Rackspace, in Rackspace’s owned, operated and secure facilities. Zimbra retains full administrative rights and control to the hosted environment and in that capacity is considered to be the primary system administrator.
Since Zimbra is the primary system administrator, Rackspace is not authorized to view, create, modify, or delete information within the Community without a specific request from Zimbra except as allowed by law or in an emergency situation. For more information about Rackspace, please visit www.rackspace.com.

Registered Users

Registered users are able to actively participate in the Community by providing comments and interacting with other registered users. During the registration process, you will be asked to provide certain personal information which includes your email address, name and zip code. Zimbra will use this information in order to respond to a post and send you information about a service or resource that you have expressed an interest in. In addition, the demographic data allows us to better understand the needs and makeup of the Community. We use this information to tailor and create relevant information for our users. We may combine this information with other information that we may have about you for data analytics, marketing and reporting, but only as permitted by law.

Although you are encouraged to post questions and comments to the Community, you may also send us an email. Remember that email messages may pass through private and public networks with varying levels of security. Some networks may have taken steps to secure these transmissions while others have not which could affect the privacy and integrity of the information you send.

Registered and Non-Registered Users

We also collect electronic data about our Registered and Non-Registered users in order to provide a positive website experience, offer products and services and report on user activity. The tools we use are listed below. Please be aware that none of these tools provide Zimbra with the ability to read any data residing on your computer.

Cookies and tags are used on websites to gather information about how individuals use and navigate the website. Neither cookies nor tags can extract any personal information about you, nor can they read any data that resides on your personal computer or device. The data collected from these sources are used to recognize repeat users and track usage patterns. Specifically, we use “cookies,” which are small pieces of information sent by a web server and stored by a member’s web browser. Cookies allow the web server to maintain an active “session” with an individual user and track what tools users are accessing on the site.

The following are examples of how we use the information collected from these cookies and tags:

- Tracking resources and data accessed on the site
- Recording general site statistics and activity
- Troubleshooting website problems
- Tracking what tools users are accessing on the site

IDEA SUBMISSIONS

Zimbra does not accept unauthorized idea submissions outside of established business relationships. To protect the interests of our current customers and ourselves, we must treat the issue of such submissions with great care. Importantly, without a clear business relationship, Zimbra cannot and does not treat any such submissions in confidence. Accordingly, please do not communicate unauthorized idea submissions to Zimbra through the Community. Any ideas disclosed to Zimbra outside a pre-existing and documented confidential business relationship are not confidential and Zimbra may therefore develop, use and freely disclose or publish similar ideas without compensating you or accounting to you. Zimbra 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 Zimbra’s sole discretion, it will be with the understanding that Zimbra 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 Zimbra through this Community, you agree to be bound by the terms of this stated policy.

**DATA SECURITY AND THIRD PARTY LINKS**

**Data Security**

This website is protected by Secure Socket Layer (SSL) technology, the leading security protocol for data transfer on the Internet. Even though there are tremendous benefits to using this website, as with all electronic communications there are some risks which may include:

- Failure of hardware, software and/or Internet connections; we are not responsible for failures, distortions, delays, or other problems resulting from equipment configuration, connection, signal power, hardware, software or any equipment used to access the Internet.

- No guarantee that the confidentiality or security of electronic transmissions via the Internet can be assured due to potentially unsecure computers and links. This could result in your data becoming lost or intercepted during transmission. Please use good judgment before deciding to send information via the Internet.

**Third-Party Links**

At certain places in the site, Zimbra may provide links to other websites that we believe offer our Community members useful services. Since these other websites are not under the control of Zimbra, we cannot and do not make any representation or guarantee regarding these websites or their content. Providing these links does not constitute an endorsement by Zimbra, nor can we take responsibility for the privacy or security policies and procedures of these websites. Therefore, you may want to review the privacy and security statements of these websites before providing any personal information.

**MISCELLANEOUS**

**Governing Law**

These Terms of Use are governed exclusively by the laws of the State of Delaware, without reference to its rules regarding choice of law.

**Limitation of Liability**

You agree that you use this website at your own risk. Zimbra has no liability for any damages (whether direct or indirect, special, incidental, consequential or punitive) incurred by you as a result of your use of this website or the information you receive from or submit to this website.

Zimbra has no liability whatsoever for failure of electronic, or mechanical equipment or communication, telephone, or other connection problems, computer viruses, unauthorized access, or interception of data from this website, theft, or errors.

In addition, if you request Zimbra to send information via email or to your mobile device or to a registered account, you agree that you are using this service at your own risk. Zimbra has no liability for any damages (whether direct or indirect, special, incidental, consequential or punitive) incurred by you as a result of your use of this functionality.

**Ownership and Copyright Protection**

All right, title, and interest in the content (including software, text and images) and other intellectual property (including trademarks, service marks and copyrights) on this website are solely and exclusively the property of Zimbra, and are protected by intellectual property laws.

**Dispute Resolution**

All issues and questions between us and you, arising out of, relating to, or in connection with these Community Terms of Use, their interpretation, application, performance, nonperformance or breach, or any
information received or otherwise relied on (collectively, “Dispute” or “Disputes”) shall be resolved using alternative dispute resolution mechanisms as set forth in the Mediation/Arbitration Provisions delineated below.

Mediation/Arbitration Provisions

1. Initial Resolution by Meeting or Mediation of Dispute.

   a. The party providing notice (the “Notice Party”), as the case may be, shall deliver written notice to the other party (the “Receiving Party”), via certified mail, return receipt requested, of the existence of a Dispute (the “Initial Notice”), as follows:

      If to Zimbra, Attn: LEGAL DEPARTMENT, 3000 Internet Blvd., Suite 200, Frisco, Texas 75034.

      If to Authorized User: At the last known address of record.

   b. The Receiving Party has thirty (30) calendar days following the Notice Party’s delivery of such notice to provide a prompt and effective remedy.

   c. If the Receiving Party has failed to provide a prompt and effective remedy within thirty (30) calendar days following delivery of such notice, and the Receiving Party and Notice Party mutually agree that a meeting to attempt to resolve the Dispute would be advantageous, representatives of parties shall meet not later than thirty (30) calendar days after delivery of the Initial Notice in order to attempt to resolve the Dispute. Subsequent meetings may be held, upon mutual agreement of the parties.

   d. If such a meeting has not been mutually agreed upon within thirty (30) calendar days of delivery of the Initial Notice, or if the Dispute has not been resolved within thirty (30) calendar days of commencement of any such meetings, the Notice Party shall submit the Dispute (the “Mediation Submission”) to mediation by an organization or company specializing in providing neutral, third-party mediators. The mediation process shall be coordinated by the Notice Party with the mediator and shall be subject to the following agreed-upon conditions:

      (i) The parties agree to participate in the mediation in good faith;

      (ii) The parties agree to have present at the mediation one or more individuals with decision-making authority regarding the Dispute;

      (iii) Either party may, at its option, be represented by counsel;

      (iv) The mediation shall be conducted in English;

      (v) The mediation shall be held at a mutually agreed upon venue location in or near Dallas, Texas, within sixty (60) days of the Mediation Submission, unless the parties mutually agree on a later date or an alternate venue location; and

      (vi) The parties shall each bear their own costs and shall each pay one-half of the venue location fee and the mediator’s fees and costs, unless the mediator subsequently determines that one party did not participate in the mediation in good faith, in which case that party shall pay all of the venue location fee and mediator’s fees and costs.

2. Binding Arbitration.

   a. Any Dispute or portion thereof that remains unresolved thirty (30) calendar days after a Submission, either Zimbra or Authorized User, on Authorized User’s own behalf and not as a representative of a purported class, shall submit the Disputes to final and binding arbitration (the “Arbitration Submission”) under the commercial rules and regulations of the JAMS/Endispute, subject to the following:

      (i) The arbitration shall be conducted by a single arbitrator selected by the parties from a list furnished by the JAMS/Endispute (the “Arbitrator”), provided that in the event of a
conflict with the terms of these Mediation/Arbitration Provisions, the terms of these Mediation/Arbitration Provisions shall control. If the parties are unable to agree on such Arbitrator from the list, such Arbitrator shall be appointed by the JAMS/Endispute or in the alternative, each party shall select one arbitrator who, in turn, shall together select the Arbitrator who shall arbitrate the Dispute.

(ii) The Arbitrator shall be required to render a written decision resolving all Disputes with the reasons therefore, and designating one party as the “Prevailing Party” within sixty (60) days from the date of the Arbitration Submission.

(iii) The costs of arbitration, including the venue location fee, Arbitrator’s fee and any reporting or other costs, but excluding lawyers’, consultants’ and witness fees, shall be borne by the non-Prevailing Party unless the Arbitrator subsequently determines as part of his or her award that such allocation is inequitable under the totality of the circumstances.

(iv) The arbitration hearing shall be conducted in English and held at a mutually agreed to venue location in or near Dallas, Texas, unless Authorized User mutually agrees to an alternate location.

(v) Except with respect to any Dispute or portion thereof involving actual or alleged violation of any intellectual property, the Arbitrator shall have not power to award (A) damages inconsistent with the Terms of Use; or (B) punitive damages or any other damages not measured by the Prevailing Party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.

(vi) Any determination by the Arbitrator with respect to any Dispute shall be final and binding on each party. Judgment upon the award of the Arbitrator may be entered in any court having competent jurisdiction thereof.

b. Authorized User acknowledges that these Mediation/Arbitration Provisions preclude Authorized User from filing an action at law or in equity and from having any Dispute covered by this agreement resolved by a judge or a jury. Authorized User further acknowledges that these Mediation/Arbitration Provisions preclude Authorized User from participating in a class action or class arbitration filed by any other Authorized User or any other plaintiff claiming to represent Authorized User or Authorized User’s interest. Authorized User agrees to opt-out of any class action or class arbitration filed against Zimbra that raises claims covered by these Mediation/Arbitration Provisions, including, but not limited to, class actions or class arbitrations that are currently pending.

c. Notwithstanding the foregoing, each of the parties hereto retains the right to seek judicial assistance to obtain interim measures of protection pending arbitration for alleged or imminent breaches of intellectual property rights, confidentiality restrictions or security obligations. In the event that either party seeks judicial assistance to obtain interim relief, or in the event that any dispute arises relating to arbitration, the sole jurisdiction and venue for such actions shall be the U.S. District Court, District of Texas in Dallas, Texas, or if there is no federal jurisdiction, in the state courts located in Dallas County, Texas. Each of the parties to this Terms of Use hereby consents to exclusive personal jurisdiction, service of process and venue in the Dallas County, Texas courts for such interim measures of protection and for disputes relating to arbitration.

CONTACT US

If you have questions or concerns or if you want to report any violations about these Terms of Use or inappropriate use of this website, please contact legal@zimbra.com.