

Website Terms of Use

1. Acceptance of Terms

Collibra Belgium BV and its affiliates (“**Collibra**” or “**us**” or “**we**”) welcome you to our Site! The “**Site**” means our websites and online platforms and services (including <https://www.collibra.com/>, Collibra Community, Collibra University, Collibra Marketplace, and Data Citizens), and any mobile or localized versions and related subdomains, in whatever format they may be offered now or in the future. Collibra may make information, data, text, software, music, sound, photos, graphics, videos, messages, tags, interactive features or other materials (“**Content**”) available through the Site and references to “**Site**” include Content unless otherwise specified.

By using or accessing any part of the Site, you are agreeing to these Website Terms of Use (“**Terms**”), our [Privacy Policy](#) and all other policies or notices posted by us on the Site. Portions of the Site may be accompanied by additional terms which apply to specific features or areas of the Site. Those additional terms supplement these Terms with respect to your use of those features or areas. These Terms may change over time, so whenever you visit or use this Site, you agree to the version of these Terms then posted. If you don’t agree to these Terms, don’t use the Site.

Collibra also offers a proprietary cloud service and related applications (the “**Collibra Service**”). Use of the Collibra Service and provision of related services by Collibra are subject to separate terms, such as our Master Cloud Agreement and [Data Processing Addendum](#), and these Terms do not apply to your use of the Collibra Service or receipt of related services, except where otherwise noted.

2. Permission to Use the Site

You have our permission to use the Site, but only if:

- you are at least 16 years old;
- you are using the Site for informational and internal business purposes (personally or on behalf of your company); and
- you follow all the rules and restrictions we’ve spelled out in these Terms.

3. Accounts; Passwords; Security

You will need to set up an account in order to use parts of the Site. When setting up your account, you must give us accurate and complete information. This means you cannot set up an account using someone else’s name or contact information, or a phony name or phony contact information. 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 or use someone else’s account without their permission. 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.

4. User Content

By “**User Content**,” we mean any Content a user posts to the Site. You are solely responsible for any User Content you post to the Site (including on Collibra Community and Data Citizens) and the consequences of posting or publishing it. When we say “**post**”, we include posting, uploading, sharing, submitting or otherwise providing User Content in any manner in connection with the Site.

5. Restrictions on User Content and Your Conduct

You may not:

- post User Content that you don’t own or don’t have permission from the owner to post, including material covered by someone else’s copyright, patent, trade secret, privacy, publicity or any other proprietary right;
- post User Content that is inaccurate, fraudulent, misleading, illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law or is otherwise inappropriate;
- forge headers or manipulate other identifiers in order to disguise the origin of any User Content you post;

- 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) to or from the Site that is likely to harm or corrupt the Site, or harm or corrupt our or anyone else’s computer systems or data;
- solicit, for commercial purposes, any users of the Site, including by transmitting 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 the Site 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 the Site; or
- use the Site for any other illegal purpose.

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

6. Intellectual Property Rights in User Content

If you post User Content, you are making a guarantee to us that you either own all the User Content you are posting or you have the right to post the User Content. Furthermore, you are guaranteeing that you have the right to allow us to make your User Content available for others to view and use as part of the Site without requiring that any such use be subject to additional obligations or terms. If you do not have these rights, do not post your User Content. **By posting your User Content, you do not lose any ownership rights you may have to it.** However, you do grant us and each user of the Site a worldwide, non-exclusive, royalty-free, irrevocable, perpetual, fully-paid, sublicensable (through multiple tiers) and transferable license to use, reproduce, distribute, modify, prepare derivative works of, publicly display and perform and otherwise exploit your User Content, in any media formats or in tangible form and through any media channels now known or hereinafter developed. In addition, you waive any rights of publicity and privacy you have in posted User Content.

7. We Are Not Responsible for User Content

We generally do not monitor or review any User Content. We do not endorse any User Content or support any views, opinions, recommendations or advice that may be in User Content. 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 Content. You may be offended by User Content that you see on the Site. You may find some of it to be inaccurate, indecent or objectionable. However, as further set forth below, you agree not to hold us responsible in any way for your use of the Site, including your exposure to User Content.

In addition, we are not a content-archiving service. We do not promise to store or make available on the Site any User Content that you post, or any other Content, for any length of time. You are solely responsible for keeping back-ups of everything you post on the Site.

8. Proprietary Rights

The Site contains proprietary and confidential information that is protected by applicable intellectual property and other laws and Collibra and its suppliers retain all right, title and interest (including all copyright, trade secret, patent and other rights) in and to the Site and Content which is included in the Site (other than User Content). If you give feedback on the Site, for example recommendations for improvements or features, we have the right to use the feedback in any way and implementation of that feedback is owned by us and may become part of the Site without compensation to you. We reserve all rights in and to the Site unless we expressly state otherwise. We also reserve the right to make changes or updates to the Site or Content provided on or through the Site at any time without notice and we will own any such changes or updates (excluding User Content).

You may not:

- decompile, reverse engineer or disassemble any object code which is part of or made available through the Site into a human-perceivable form, except and only to the extent that such activity is expressly permitted by applicable law, and in that case, only if you notify us in writing in advance;

- copy, frameset, enclose or otherwise sell, distribute, transmit or broadcast any part of the Site;
- modify or create any derivative work of any part of the Site;
- disable, interfere or try to get around any of the features of the Site related to security, preventing or restricting use or copying of any Content or enforcing the limits on the use of the Site or the Content on the Site; or
- use, export or re-export any Content or any copy or adaptation of such Content in violation of any applicable laws or regulations, including, without limitation, United States export laws and regulations.

All brand, product and service images, logos and names used in the Site that identify Collibra or our suppliers and our or their proprietary products and services are the trademarks or service marks of Collibra or our suppliers. Nothing in this Site will be deemed to confer on any person any license or right on the part of Collibra or such supplier with respect to any such image, logo or name.

9. Collibra Marketplace Terms

Additional Collibra [Marketplace Terms](#) (“**Marketplace Terms**”) apply to you if you are browsing or downloading applications, plugins or extensions (“**Marketplace Apps**” or “**Apps**”) from the [Collibra Marketplace](#).

10. Collibra University

To the extent you access any materials or certification programs from [Collibra University](#) (“**University Content**”), you acknowledge that University Content is provided for your personal use only and without any right to distribute to any other party. Collibra may change or remove University Content at any time without notice to you. “Content” includes any University Content.

Additional information on Collibra University certification programs can be found [here](#).

11. Enforcement of Copyrights

We respect the intellectual property rights of others. You may not use the Site to infringe anyone else’s copyright or other intellectual property right. If we find out that you are infringing, we may remove your User Content. We do not have to give you notice that we are removing your User Content. In addition to our other rights and remedies, we may also terminate your account if we determine that you are a repeat copyright infringer. We consider a repeat infringer to be a user who has been notified of infringing activity more than twice or who has had their User Content removed from the Site more than twice.

12. Notify Us of Infringers

If you believe that something on the Site violates your copyright, notify our copyright agent in writing. The contact information for our copyright agent is as follows:

Collibra Legal
 Collibra Inc.
 61 Broadway, 31st Floor
 Phone: [+1 646 893 3042](tel:+16468933042)
 E-Mail: legal@collibra.com

In order for us to take action, your notice must include the following information consistent with the requirements of the Digital Millennium Copyright Act, 17 U.S.C. Section 512(c)(3)(A):

- your full legal name and your electronic or physical signature;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material you claim is infringing is located, including the URL or the exact location where such material may be found;
- your company affiliation (if applicable), mailing address, telephone number and e-mail address;
- a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You may also use this same process to make a complaint about trademark infringement. Again, we cannot take action unless you give us all the required information.

13. How to Communicate with Us

Only notices about infringement should go to our copyright agent. If you have anything else to communicate with us (like feedback, comments or requests for technical support), you should contact us through the methods described [here](#).

14. Site Availability

You acknowledge that temporary interruptions in the availability of the Site may occur from time to time as normal events. Also, we may decide to cease making available the Site or any portion of the Site at any time and for any reason. Under no circumstances will Collibra or its suppliers be held liable for any damages due to such interruptions or lack of availability.

15. Links to Other Sites

The Site may contain links to other websites that we don't own or control. We are not responsible for and do not recommend or endorse these other websites, and we make no representations regarding their content or accuracy. You will not hold us responsible for any aspect of these other websites, including their content, privacy policies or anything else.

16. Warranty Disclaimer

USE OF THE SITE IS AT YOUR OWN RISK. THE SITE (INCLUDING OUR CONTENT) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER LAW, COLLIBRA AND ITS AFFILIATES, SUPPLIERS, PARTNERS AND AGENTS (THE "COLLIBRA ENTITIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

COLLIBRA AND THE COLLIBRA ENTITIES MAKE NO WARRANTY THAT (i) THE SITE (OR OUR CONTENT) WILL MEET YOUR REQUIREMENTS; (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT COLLIBRA WILL FIX ANY ERRORS OR (iii) ANY CONTENT PROVIDED ON OR THROUGH THE SITE WILL BE ACCURATE OR RELIABLE. ANY MATERIALS OBTAINED THROUGH USE OF THE SITE ARE OBTAINED AT YOUR OWN DISCRETION AND RISK AND COLLIBRA WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO YOUR COMPUTER OR DATA OR FOR ANY BUGS, VIRUSES, TROJAN HORSES OR OTHER DESTRUCTIVE CODE RESULTING FROM USE OF THE SITE OR ANY CONTENT OBTAINED FROM THE SITE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER LAW, COLLIBRA AND THE COLLIBRA ENTITIES HAVE NO LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF WE HAVE BEEN ADVISED OF THEIR POSSIBILITY IN ADVANCE. THE FOREGOING LIMITATION APPLIES TO DAMAGES AND LIABILITIES ARISING FROM: (i) YOUR USE OF, OR INABILITY TO USE, THE SITE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR USER CONTENT; (iii) THIRD PARTY CONTENT, APPS OR MATERIALS MADE AVAILABLE TO YOU THROUGH THE SITE; (IV) YOUR ACCESS TO OR USE OF APPS OR CONTENT OR (v) ANY OTHER MATTER RELATING TO THE SITE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COLLIBRA'S (AND THE COLLIBRA ENTITIES') ENTIRE LIABILITY TO YOU OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES RELATING TO YOUR ACCESS TO THE SITE OR OTHER ACTIVITIES GOVERNED BY THESE TERMS WILL NOT EXCEED IN AGGREGATE ONE HUNDRED DOLLARS (US \$100).

THE WAIVERS AND LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE.

18. Indemnity

You agree to indemnify, defend (if we so request) and hold harmless Collibra and the Collibra Entities from and against any claim, demand, losses, damages or expenses (including reasonable attorneys' fees) arising from your User Content, your use of the Site, your connection to the Site, your violation of these Terms or your violation of any rights of any third party. Your indemnification obligation will survive the termination of these Terms and your use of the Site.

19. Termination and Suspension

We may terminate or suspend your permission to use the Site immediately and without notice upon any violation of these Terms, 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 Site for any of these reasons or otherwise for cause, we will not refund any fees you may have paid for access to the Site.

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

20. General Terms

These Terms are governed by laws of the state of New York, USA without respect to its conflict of laws principles. The sole jurisdiction and venue for any claim arising from the Site and these Terms will be the state and federal courts located in New York, New York, USA and each party hereby consents to the exclusive jurisdiction and venue of such courts. These Terms, together with our Privacy Policy and any other notices or policies we have published on the Site (and additional terms for specific features or areas, as applicable), constitute the entire agreement between you and us regarding this Site. If a court having proper authority decides that any portion of these Terms is invalid, only the part that is invalid will not apply. The rest of these Terms will still be in effect. If we waive any of our rights under these Terms in any particular instance, it does not mean that we are waiving our rights generally or in the future. Furthermore, just because we may not enforce all our rights all of the time, it does not mean that we are waiving our rights. We may decide to enforce them at a later date. These Terms, and any rights and licenses granted under these Terms, may not be transferred or assigned by you except as expressly set forth herein, but may be assigned by us without restriction. We won't be liable to you for any delay or failure to perform any obligation we have under these Terms if the delay or failure is due to events which are beyond our reasonable control, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, pandemic, failure or diminishment of power or of telecommunications or data networks or services or refusal of approval or a license by a government agency. YOU AGREE THAT IF YOU WANT TO SUE US, YOU MUST FILE YOUR LAWSUIT WITHIN ONE (1) YEAR AFTER THE EVENT THAT GAVE RISE TO YOUR LAWSUIT. OTHERWISE, YOUR LAWSUIT WILL BE PERMANENTLY BARRED.