

# **Janrain Website Terms of Use**

## **Agreement**

Welcome to Janrain. Please read these terms of use (“Terms”) carefully because they govern your use of this website as well as other websites that link to these Terms (collectively, the “Sites”). By using or logging on to the Sites you automatically agree to these Terms. If you do not agree to the Terms you may not use this website or any of the Sites. We reserve the right to modify the Sites without notice to you. Your continued use of the Sites following the posting of changes will mean that you accept and agree to the modifications.

Your use of Janrain products or services are provided by Janrain pursuant to a separate manually or digitally-executed agreement with us. If there is a conflict between these Terms and the terms separately agreed to for any product or service offered by Janrain, the latter terms shall control with respect to your use of that product or service.

## **Accounts and Account Security**

To use certain services or functionality on the Sites, you may be required to open an account. You agree to provide us with accurate registration information and to inform us immediately of any updates or other changes to such information. In some cases, an account may be assigned to you by an administrator, such as your employer, who may be able to access or disable your account without our involvement.

If you open an account, do not share your account with anyone else and please maintain the confidentiality of your password. You are responsible for any misuse resulting from your failing to keep this information secure and confidential. Please be sure that you exit from your account at the end of each session. You agree to notify us immediately of any unauthorized use of your account or password, or any other breach of security.

## **Content**

Janrain and its licensors own all content contained on the Sites, including, but not limited to, text, interfaces, computer code, and trademarks (collectively “Content”), and all intellectual property rights to such Content, except for any content we may permit you to post on the Sites.

If you have the opportunity and choose to post text or other content on the Sites, you grant Janrain, our agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your content. You agree to indemnify, release, and hold Janrain harmless from any all liability, claims, actions, loss, harm, damage, injury, cost or expense arising out of any content you post. Also, if Janrain (in our sole discretion) determines that you have acted inappropriately, we reserve the right to take down your content, terminate your account, and take appropriate legal actions.

If you send us any information, ideas, suggestions, or other communications to us, those communications will not be confidential (unless subject to confidentiality pursuant to a manually or digitally-executed agreement with us). Unless we tell you otherwise or they are protected under such a separate agreement, we reserve the right to reproduce, use, and disclose such communications with no obligation to you.

Except as expressly provided in these Terms, no part of the Sites and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Janrain's clear, prior written consent.

You may download information on our products and services that we make available on the Sites if you do not remove any proprietary notice from the information and do not use it for any unlawful purpose.

## **Privacy**

Janrain believes strongly in the protection of the privacy of visitors to the Sites and of those using our services. Our data collection and use practices are set forth in our [Privacy Policy](#), which we encourage you to review. These Terms include and incorporate by reference our Privacy Policy.

## **Links**

As a convenience for you, the Sites may contain links to other independent third-party Web sites ("Linked Sites"). We do not control Linked Sites and are not responsible for, and do not endorse, their content.

## **Disclaimers**

WE WILL DO OUR BEST TO KEEP OUR CONTENT ON THE SITES CURRENT BUT MAKE NO PROMISES ABOUT THE SITES. THE SITES ARE PROVIDED "AS IS." TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL WARRANTIES. YOUR ONLY REMEDY FOR DISSATISFACTION WITH THE SITES OR ANY CONTENT ON THE SITES IS TO STOP USING THE SITES OR SUCH CONTENT.

## **Applicable Law**

These Terms are governed by and construed in accordance with the laws of Oregon, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under these Terms and or your use of the Sites resides in the courts located in Portland, Oregon, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. If it turns out that a particular provision in these Terms is not enforceable, that will not affect any other provision.

These terms were last updated on November 10, 2017.