



Qlik Branch[®] Terms of Use

1. General

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Qlik will not be liable to you or any third-party for any claims or actions arising or resulting from your use, visit, or participation in the Qlik Site and for any modification, suspension, or termination of the Qlik Site.

3. Registration and Eligibility

You must be at least eighteen (18) years old to register to access certain areas of the Qlik Site. If you register, you must provide current, accurate, and complete information about yourself during the account registration process. By registering, you expressly agree to be bound by the Terms of Use. You are responsible for maintaining the confidentiality of your login credentials, and assume all liabilities and responsibilities for any and all activities that occur using your login. You must maintain and promptly update any account information provided to Qlik in order to keep such information up to date, accurate and complete. If you register to use the Qlik Site, you agree that Qlik, or third parties acting on Qlik's behalf, may send you important information and notices regarding the Qlik Site by email, text messaging or other means based on the information you have provided to Qlik. These Terms of Use are void where prohibited by law and the right to access the Qlik Site is revoked in such jurisdictions. Qlik does not knowingly collect or solicit personal information from anyone under the age of 1 or knowingly allow such persons to register or use the Qlik Site. If you are under 13, please do not attempt to register on the Qlik Site or send any information about yourself to Qlik, including your name, address, telephone number, or email address. In the event Qlik learns that it has collected personal information from a child under age 13 without verification of parental consent, Qlik will delete that information as quickly as possible.

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a. Do not engage in any unlawful conduct on the Qlik Site. In particular, do not post, publish, or distribute any defamatory, obscene, infringing or other unlawful material or information on the Qlik Site.

b. Do not use offensive language. If you have any doubts about whether a particular statement might be considered offensive by other users, do not post it.

c. Do not engage in disruptive activity in Garden, Knowledge or Playground, such as engaging in personal attacks or making contributions or comments that might incite other users to violate these guidelines or participate in illegal activities.

d. Do not contribute content that contains photos, software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or have rights to these materials.

e. Do not post any instructions, software or other materials that would allow participants or third parties to harm other users' computers or to inappropriately access software or websites.

f. Do not post any computer programs that contain destructive features, such as viruses, worms or Trojan horses. Do not employ any type of bots for scrolling, showing multiple screens, or other activities that might disrupt online communication.

g. Do not falsely impersonate any other person in the forum, including Qlik employees or agents.

h. Do not misrepresent the source of anything you contribute.

i. While you may use certain aspects of the Qlik Site, you shall not distribute or otherwise publish any content containing a solicitation of funds, promotion, or advertisement. You agree not to solicit other users on the Qlik Site to use, join or become members of any other commercial online or offline service or other organization.

j. Do not rely on the Qlik Site for the safe and secure storage of any materials. The Qlik Site is not designed as the primary place to store any of these materials, and Qlik is not responsible for the alteration, deletion or loss of any stored items. Create back-ups for any materials that you contribute to the Playground.

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l. You are responsible for your actions on the Qlik Site, including any actions you may take based on information or advice you receive through the Qlik Site. Use your own good judgment when evaluating information provided through the Qlik Site or any other communication service.

m. Any submissions to Garden, Knowledge or Playground is not considered confidential.

5. Contributions

You may elect to create, share or upload information to the Qlik Site, including comments, ideas or suggestions for new or improved software products, technologies, marketing/advertising campaigns or product names, data, articles, documents, discussion forum threads, blog entries, computer code, such as software sample code, source code, scripts, patches, bug fixes, binaries or executables, or other data, material or information (individually and collectively "Contributions"). All Contributions are subject to the Terms of Use. Qlik assumes no responsibility or liability over the sharing of Contributions among users.

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7. Project Submissions

a. All project submissions to Qlik Branch Garden must include the following information:

[Name of Project], [Description of Project], [Project Tags], [QlikView and Qlik Sense compatibility information for the Qlik Project] [Project Status] and [Project Repository].

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The fields enclosed by brackets "[]" should be replaced with the applicable information for your Qlik Branch Garden Project with the brackets omitted. The text should be enclosed in the appropriate comment syntax for the file format. A file or class name and description of purpose should be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

b. All submissions must also clearly identify the principal contacts for communications with respect to the Qlik Branch Garden project and their contact information and the functional description of the project; and

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- II. By submitting a project, the submitter represents and warrants that they have the necessary legal right and authority to submit the project to the Qlik Site, and that the project (a) meets the functional description and specifications provided by the submitter, and (b) is compatible with the version of Qlik software indicated by the submitter; (c) constitutes an original work and/or development of the submitter, or, if the project includes third party content, that the submitter has acquired all necessary rights to combine such third party content with submitter's work and to offer the combined product or service to the public as set forth below, (d) does not contain any viruses, Trojan horses, worms or other harmful or malicious code, and (e) may be offered freely on the Qlik Site to the public under the terms of an open source license such as the Apache 2.0 license, and does not and will not violate the patent, copyright, trademark or other intellectual property or other right of a third party.
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15. Applicable Law; Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws provisions thereof other than New York General Obligations Law Section 5-1401. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in New York City using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. For all purposes of this Agreement,

the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Southern District of New York.

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