

# Terms of Use

## 1. ACCEPTANCE OF TERMS

EnterpriseDB uses certain web properties (“Property or “Properties”), namely: [www.enterprisedb.com](http://www.enterprisedb.com). Registration and use of either Property will be governed by these terms and conditions (“Terms of Use”). The terms "you" and "your" refer to the user or viewer and/or the company represented by the user of the Properties. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. The following provisions are additional to those contained in the Terms of Use and specifically depend upon your access and use of the specific parts of the Properties referenced in the paragraphs that follow. If you are not accessing or using these parts, then these additional terms will not be applicable to you.

## 2. PRIVACY

Your use of the Properties is subject to [EnterpriseDB’s Privacy Policy](#). Please review the policy for information on how we collect, use, and share your data.

## 3. SOFTWARE DOWNLOADS

Any software that is made available from the Properties ("Software") is the copyrighted work of EnterpriseDB and/or its licensors. Use of the Software is governed by the terms of EnterpriseDB’s [End User License Agreement](#) ("EULA"). The EULA contains terms for Trials and Freemium offerings, Betas, Tech Previews and Free Tools, as well as for purchased licenses. You may not install or use any Software unless you first agree to the applicable EULA terms. If there is a conflict between these Terms of Use and the EULA, the EULA shall control regarding the Software.

## 4. EXPORT RESTRICTION AND COMPLIANCE WITH LAWS

EDB Software, including any Beta, and any EDB Support, Services, or related technology available on or through the Website are subject to U.S. export controls and economic sanctions laws and regulations, including the U.S. Export Administration Regulations (“EAR”) and regulations promulgated by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), and may be subject to export or import regulations in other countries. You agree to comply with all such applicable laws

and regulations and acknowledge your responsibility to obtain all necessary and appropriate export, reexport, transfer, or import licenses or other authorizations. You will not, directly or indirectly, export, reexport, transfer (in-country), or allow access to or use of any EDB Software (including the Beta Software), Support, Services, or related technology to, in, by, or for any sanctioned or prohibited country, region, person, or end use under U.S. law without authorization from the U.S. government. For avoidance of doubt, prohibited end uses can include, but are not necessarily limited to, weapons proliferation activities; military or military-intelligence end uses in or for certain countries, including Belarus, Burma, Cambodia, the People's Republic of China (including Hong Kong), Nicaragua, the Russian Federation, and Venezuela; certain energy projects in Russia or benefitting Russian entities; and certain supercomputer, advanced-node integrated circuit, and semiconductor manufacturing end uses in or for certain countries, including the People's Republic of China (including Hong Kong and Macau) and other countries listed in Country Group D:5 in the EAR, 15 C.F.R. Part 740, Supp. No. 1.

You also certify that you are not subject to U.S., European Union, United Kingdom, United Nations, or other applicable sanctions or export restrictions, such as by being (a) designated on or pursuant to the U.S. Department of Commerce's Denied Persons List, Unverified List, Entity List, or Military End User List; the U.S. Department of State's Non-Proliferation Sanctions Determinations; OFAC's Specially Designated Nationals List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List; or sanctions-related U.S. Executive Orders; (b) located or ordinarily resident in; or employed by, owned or controlled by, or otherwise acting on behalf of an entity located, ordinarily resident, or headquartered in; a country or region subject to comprehensive or near-comprehensive U.S. or other applicable sanctions/embargo; (c) an official, employee, agent, or contractor of, or directly or indirectly acting or purporting to act for or on behalf of, a government (including any political subdivision, agency, or instrumentality thereof or any person directly or indirectly owned or controlled by any of the foregoing) or political party (including any organ or body thereof) subject to U.S. or other applicable sanctions/embargo; or (d) part of the national armed services (army, navy, marine, air force, or coast guard), the national guard, the national police, or a government intelligence or reconnaissance organization in Belarus, Burma, Cambodia, the People's Republic of China (including Hong Kong), Nicaragua, the Russian Federation, or Venezuela; or otherwise qualifying as a "military end user" or "military-intelligence end user" (as those terms are defined in Sections 744.21 and 744.22 of the EAR, 15 C.F.R. §§ 744.21, 744.22, and related U.S. government guidance), such as by developing, producing, maintaining, or using military items in or for the above-referenced countries.

## **5. PROHIBITED CONDUCT**

You agree not to use the Properties for any unlawful purpose or in any way that interrupts, damages, impairs, or renders the Properties less efficient. Specifically, regarding the Properties and any AI-powered search, chat, or analysis functionality provided therein, you agree strictly to the following restrictions:

**No Reverse Engineering:** You shall not reverse engineer, decompile, disassemble, or attempt to derive the source code, underlying ideas, algorithms, structure, or organization of the Properties, Site Tools, or any AI models/search technologies contained therein.

**No Automated Access (Scraping):** You shall not use any robot, spider, scraper, deep-link, or other automated data gathering or extraction tool, program, algorithm, or methodology to access, acquire, copy, or monitor the Properties or any portion of the content, without EnterpriseDB's express written consent.

**No Harmful Content:** You shall not transmit, upload, or input any content that is unlawful, harmful, threatening, abusive, harassment, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable or constitutes unauthorized advertising or spam.

**No Misrepresentation:** You shall not represent that output generated by AI features on the Properties is human-generated.

## **6. AI FEATURES**

The Properties may include AI-enabled features, chatbots, or similar functionality ("AI Features"). AI Features may generate output that is inaccurate, incorrect, or misleading ("Hallucinations"). You acknowledge that AI Features are provided for informational purposes only and should not be relied upon for professional, legal, or financial advice. EnterpriseDB is not responsible for any errors or omissions in the content generated by AI Features.

## **7. USER SUBMISSIONS AND FEEDBACK**

If you provide any suggestions, comments, or feedback regarding the Properties, Tools, or our products ("Feedback"), you hereby assign to EnterpriseDB all right, title, and interest in such Feedback, and EnterpriseDB is free to use such Feedback for any purpose without attribution or compensation to you.

To the extent the Properties allow you to post public comments or content ("User Content"), you acknowledge that you are solely responsible for such User Content and that it must comply with the Prohibited Conduct restrictions in Section 4 above. EnterpriseDB does not endorse any User Content, specifically disclaims any liability associated with it, and reserves the right to remove any User Content at our sole discretion.

## 8. INTELLECTUAL PROPERTY AND DMCA NOTICE

All content included on the Properties, such as text, graphics, logos, images, audio clips, digital downloads, and data compilations, is the property of EnterpriseDB or its content suppliers and is protected by United States and international copyright laws. Your use of EnterpriseDB trademarks, if any, is subject to [trademark usage guidelines](#).

**Copyright Infringement Claims:** If you believe in good faith that materials available on the Properties infringe your copyright, you may send a written notice to EnterpriseDB requesting removal.

By mail:  
EnterpriseDB Corporation  
221 W 9th St. Suite 344  
Wilmington, DE 19801  
USA

Or e-mail: [legal@enterprisedb.com](mailto:legal@enterprisedb.com)

Include in your request the information specified below (pursuant to 17 U.S.C. § 512):

1. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Properties;
4. Your address, telephone number, and email address;
5. 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.

## 9. GENERAL

This Agreement and its interpretation shall be governed by the laws of the Commonwealth of Massachusetts and jurisdiction and venue shall be exclusively in the Courts of Massachusetts.

We reserve the right to make changes to our Properties, policies, and these Terms of Use at any time. Your continued use of the Properties following any changes indicates your acceptance of the new Terms of Use.