# Wiz Communities Terms of Service

# Last updated: Oct 25 2023

The Wiz Community Forum and WIN Partner Community (each a "Wiz Community", and together "Wiz Communities") are spaces for Wiz customers and Wiz partners, accordingly, to interact with each another and to share knowledge, information, best practices, and experiences from their use of Wiz. The following user terms apply to all who use either of the Wiz Communities. "We," "our," and "us" refer to the applicable Wiz entity providing services to your organization or contracting with you under an integration agreement. "You" and "your" refers to you, the individual user and participant in either of the Wiz Communities.

PLEASE NOTE THAT THE WIZ COMMUNITIES ARE NOT A SUPPORT CHANNEL AND ARE NOT SUBJECT TO WIZ'S OFFICIAL SLA. IF YOU HAVE A SUPPORT REQUEST, PLEASE SUBMIT THIS THROUGH THE OFFICIAL WIZ SUPPORT CHANNELS. THE WIZ COMMUNITIES ARE INTENDED FOR WIZ CUSTOMERS AND WIZ PARTNERS ONLY AND YOUR ACCESS WILL BE REVOKED WHEN YOU / YOUR ORGANIZATION IS NO LONGER A WIZ CUSTOMER OR WIZ PARTNER.

# THE WIZ COMMUNITIES ARE INTENDED FOR GENERAL QUERIES AND KNOWLEDGE SHARING. DO NOT SHARE ANY CONFIDENTIAL INFORMATION INCLUDING PERSONAL DATA OF YOUR ORGANIZATION THROUGH THE WIZ COMMUNITIES.

# Wiz Communities Rules of Engagement

All use of the Wiz Communities is subject to these Wiz Communities Terms of Service, Wiz's Privacy Policy and all applicable Wiz policies (together "Terms").

# You **must**:

- Monitor and control all activity conducted through your Wiz Communities account.
- Keep all passwords and login information for your Wiz Communities account confidential.
- Use commercially reasonable efforts to prevent unauthorized access to or use of the Wiz Communities.
- Keep all information learned through the Wiz Communities confidential and only disclose such information to other users of Wiz within your organization on a need to know basis in order to enhance your experience of Wiz.
- Be respectful of other users.
- Promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a username, password, or account by contacting communities@wiz.io with respect to Wiz Community Forum and win@wiz.io with respect to WIN Partner Community.
- You may also report offensive or unreasonable conduct to us via communities@wiz.io with respect to Wiz Community Forum and win@wiz.io with respect to WIN Partner Community.

## You must never:

- Post any customer data or partner data including confidential information of your organization.
- Post other content that you do not have the required rights to under law and under contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Post content that includes another person's private or personal information, including but not limited to communities profile information, images, personal phone numbers, email addresses, addresses, and Social Security numbers.
- Post content that violates applicable laws and governmental regulations, including, but not limited to, all intellectual property,

data, privacy, and export control laws, and regulations promulgated by any government agencies, including any rules of any national and other securities exchanges.

- Allow another person to use your account or share your account credentials with another person.
- Post content that is abusive, offensive, vulgar, obscene, hateful, racist or bigoted, threatening, libelous, defamatory, or fraudulent.
- Upload to, link to or transmit from, the Wiz Communities any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully accesses or downloads content or information stored within the Wiz Communities or on the hardware of Wiz or any third party.
- Post or send unsolicited communications, spam or advertisements.
- Use contact or other user information obtained from the Wiz Communities (including email addresses) to contact other users outside of the Wiz Communities without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for users for use outside of the Wiz Communities.
- Impersonate any person or entity, or falsely state or otherwise misrepresent an affiliation with a person, organization, or entity of Wiz.
- Interfere with or disrupt the operation or integrity of Wiz Communities or any information, data, content or other materials available on or through Wiz Communities.
- Share information learned through the Wiz Communities with anyone outside of the Wiz Communities or use such information for any competitive purposes or any purpose other than the intended purpose.
- Authorize, permit, enable, induce or encourage any third party to do any of the above.
- Do anything to violate the spirit of these Terms.

# User Submissions, Member-Generated Content and Profile Information

As a user of Wiz Communities, you may have the ability to make information, data, graphics, sounds, videos, messages, profiles and other materials and content, each a "Submission," available through Wiz Communities. Submissions include but are not limited to all comments, suggestions, advice, and ideas, including those made or given on an existing or potential Wiz product or feature. All Submissions are subject to the same licensing provisions contained herein.

Users are solely responsible for all Submissions to Wiz Communities. Wiz has no control over users' Submissions, and we do not endorse any user Submissions. Additionally, Wiz does not make any promises about the reliability of any source or the accuracy, safety, or intellectual property rights of any Submissions. By posting a Submission, you represent and warrant to either own or have all the intellectual property rights necessary to upload or share all content contained within such Submission and that the Submission does not infringe on the intellectual property rights of others.

## Licenses

When you submit content to Wiz Communities, you do not lose ownership of your Submission. Rather, with each Submission, you grant Wiz an unlimited, irrevocable, perpetual, and royalty-free license to access, use, reproduce, display, prepare derivative works of, sublicense, perform, and distribute any Submission content, feedback, suggestions, or ideas for any purpose without any obligation or compensation to you.

If you make available through Wiz Communities ideas and suggestions on Wiz products or services, you acknowledge and agree that posting such a Submission does not make you an inventor of any invention that may arise during any development of any Wiz product or service, including those that may incorporate or are related to user contributions to Wiz Communities. If, despite the foregoing, you retain any right, title, or interest in any invention, you agree to assign to Wiz all right, title, and interest in and to such invention, effective upon the invention's conception, creation, or development. To the extent that you retain any right to or interest in any invention after all permissible assignment, you waive all claims with respect to such rights or interests against Wiz and its affiliates, and any user of any

Wiz product or service. In addition, you grant Wiz an unlimited, irrevocable, perpetual, and royalty-free license to access, use, reproduce, display, prepare derivatives works of, sublicense, perform, distribute, modify, make, sell, offer to sell, import, analyze, and exploit all or any portion of such invention. You waive and quitclaim to Wiz any claim for infringement, misappropriation, or other violation of any invention or intellectual property rights assigned or licensed under these Terms.

## **Moderation & Removal of Access**

Wiz Communities are intended to be a place for users of Wiz products and services and Wiz partners to connect, communicate, and share information, experiences, tips, and thoughts on Wiz products and services. To ensure and foster a positive environment, Wiz may designate Wiz employees to act as moderators / administrators for Wiz Communities"". Wiz reserves the discretion to remove and alter any user Submission to Wiz Communities at any time, with or without notice, for violation of these Terms; otherwise being deemed inappropriate and/or unlawful; or for any other reason. Wiz has the discretion to block users who violate these Terms or the Communities from posting and/or to terminate the user's Wiz Communitiesaccount. In addition, Wiz will revoke your access to the Wiz Communities if you are no longer working at an organization that is a Wiz customer or Wiz partner or if your organization ceases to be a Wiz customer or Wiz partner.

# **Disclaimer of Warranties**

WIZ COMMUNITIES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND WIZ EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WIZ DOES NOT WARRANT THAT THE WIZ COMMUNITIES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

# **Limitation of Liability**

NEITHER WIZ, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, OR AFFILIATES SHALL BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO YOUR PARTICIPATION IN WIZ COMMUNITIES, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Modifications**

As our business evolves, we may change these Terms and other policies relating to Wiz Communities. Any material revisions to these Terms will become effective on the date we publish the change. If you use the Wiz Communities after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

## Severability

These Terms will be enforced to the fullest extent permitted under applicable law. If any provision of the Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

## **Governing Law; Venue**

These Terms constitute a binding agreement, and failure to comply with these Terms may result in legal action. This agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of New York, without regard to its conflicts with the laws or rules of the United Nations Convention on the International Sale of Goods. The state and federal courts located in New York City, New York shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.

## **Contacting Wiz**

Please feel free to contact us if you have any questions about these Terms. You may contact us at communities@wiz.io with respect to

Wiz Community Forum and win@wiz.io with respect to WIN Partner Community.