

# Lithium's "Hi-Fi Community (Sandbox) – Terms of Service

Following are the Terms of Service for the Sandbox Community. Use of the Sandbox Community Site indicates you accept these terms. If you do not accept these terms, do not use the Sandbox Community Site.

## Purpose

Welcome to this sample community called Hi-Fi Community. This is a "sandbox environment," intended for the use of Lithium's customers, partners and prospects that allows you to take a test drive of community features as a user or perhaps an administrator/community manager. Lithium employees may also use this environment for product demonstrations.

We welcome you to use this community, as long as you observe the community rules of conduct set forth in these Terms of Service.

## Conduct

You may not use your registration membership (or allow anyone else to use your registration membership) to post or transmit:

1. Content that is abusive, vulgar, obscene, hateful, fraudulent, or that discloses private or personal matters concerning any person. This includes language, information, or images.
2. Content that is threatening, defamatory or abusive.
3. "Rants," "slams," or legal threats against Lithium or another company or competitor.
4. Bigoted, hateful, or racially offensive comments.
5. Political or religious statements or commentary.
6. Off-topic comments not related to enterprise communities.
7. Any material that you don't have the right to transmit under law (such as copyright, trade secret, or securities) or under contractual or fiduciary relationships (such as nondisclosure agreements).
8. Language that promotes illegal activity or discusses illegal activities with the intent to commit them. This includes any message that solicits or promotes the use of an illegal substance.
9. Advertising, promotional materials, or other forms of solicitation including chain letters, pyramid schemes, class action suits, or charitable appeals. This includes advertising links in signatures.
10. Any file or link to a file that contains viruses, corrupted files, "Trojan Horses," or any other contaminating or destructive features that may damage someone else's computer.
11. Duplicate posts, spam messages, or posts repeated excessively on one or more boards.
12. Messages designed to evade profanity or other filters.
13. Personal phone numbers or addresses (to protect privacy).
14. Personal email addresses, private information such as social security numbers, or other contact information that is not your own, including, but not limited to Lithium employee's email addresses.
15. Hyperlinks that lead to sites that violate any of the forum guidelines.
16. Any message that impersonates another person or affiliation with an entity, including, but not limited to, Lithium

In addition, our guidelines do not permit you to:

17. Intentionally violate any other applicable law or regulation while accessing and using our site.
18. Interfere in any way with the operations in the forum or with a fellow user's message box, including but not limited to mail or "post" bombing, news bombing, other flooding techniques, deliberate attempts to overload a system and broadcast attacks, or attempts to avoid messaging blocking.
19. Evading bans or suspensions or otherwise disregarding directions from Sandbox moderators or administrators. Sandbox moderators may at any time and without prior notice remove any posted message or thread, delete words that violate these guidelines from posted messages, or ban your account for violating the above reasonable provisions.

Please remember that you are responsible for all statements made and acts that occur through the use of your user name and password. If you recognize any violation of these guidelines, please notify us by

using the “report abuse to moderator” feature in the Options menu of the message, or by contacting us directly at [education@lithium.com](mailto:education@lithium.com).

Your use of the Sandbox Community Site is subject to Lithium’s website disclaimer and privacy policy. For information on Lithium’s website disclaimer and Lithium privacy practices, please see the entire privacy policy at:

Lithium’s Website Disclaimer: <http://www.lithium.com/disclaimer/>

Lithium’s Privacy Policy: <http://www.lithium.com/privacy/>

## Copyright Infringement

If you believe that work belonging to you has been copied onto the Sandbox Community Site without your permission, please notify by sending a written notification of claimed infringement to:

By mail: Copyright Agent  
c/o Lithium Technologies  
6121 Hollis Street  
Suite 4  
Emeryville, CA 94608  
By email: [copyright@lithium.com](mailto:copyright@lithium.com)

In accordance with the Digital Millennium Copyright Act, your notification must include:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site is covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## User Profile Information

We may refuse to grant you, and you may not use, a screen name or email address that is already being used by someone else, that impersonates another person, that belongs to another person (without that person’s prior consent), that violates the intellectual property or other rights of any person, that is vulgar or otherwise offensive, or that we reject for any other reason, at our sole discretion.

## Member-Generated Content

The content found in the Sandbox Community Site comes from a variety of sources, primarily from community members. Lithium makes no claims or representations as to the accuracy, completeness, or truth of any material submitted or found in the discussion areas. Lithium is not liable for any website links posted within the discussion areas; website links posted in the discussion areas may link to sites not administered or under the control of Lithium and users must open such links at their own risk. Lithium is not liable for any errors or delays in the content or transmission of postings on the site. Remember that you are responsible for your own decisions to act upon the information provided by community members. Lithium makes no guaranty of the confidentiality or privacy of any communication or information transmitted on the site, or any web-site linked to the site, or otherwise in connection with the services and

Lithium will not be liable for the privacy of e-mail addresses, registration and identification information, confidential or trade-secret information.

### Unauthorized Use

If your user identification or password(s) is compromised, or if you become aware of any unauthorized use of your account or other breach of security, you are responsible for promptly notifying us. You can notify us by sending an email to [Sandboxcm@lithium.com](mailto:Sandboxcm@lithium.com).

### Age

You must be 13 years of age or older to access the Sandbox Community Site.

### Language

The language of the Sandbox Community Site is English.

### Modifications

Lithium reserves the right to modify these guidelines at any time, effective upon posting of the modified guidelines on the forum.

### Disclaimer of Warranties

The service is provided on an "as is" basis without warranty of any kind, express or implied. You expressly agree that the use of the service is at your sole risk. Lithium does not warrant that the service will be uninterrupted or error free, nor does Lithium make any warranty as to any results that may be obtained by use of the service. Lithium makes no other warranties, expressed or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, in relation to the service.

### Limitation of Liability

Under no circumstances shall Lithium be liable to you or any other person for any damages, including without limitation, direct, indirect, incidental, consequential or punitive damages arising out of or relating to this agreement or the use of the service or site. Your sole and exclusive remedy hereunder shall be for you to discontinue your use of the service and terminate this agreement.

### Indemnification

You agree to indemnify, hold harmless and defend Lithium, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this Agreement; (b) your use of the Sandbox Community Site, including any data or work transmitted or received by you; and (c) any libelous, slanderous, indecent or other statement concerning any person made or republished by you.

### Governing Law and Venue

These Terms of Service constitutes a binding agreement. Failure to comply with these Terms of Service may result in account revocation and other legal action. These Terms of Service, the Sandbox User Guidelines and related documents set forth herein constitute the entire agreement between you and Lithium and governs your use of the Sandbox Community Site superseding any prior agreements between you and Lithium. The laws of the State of California, U.S.A., shall govern the Terms of Service and the relationship between you and Lithium, without regard to conflict of law provisions. You and Lithium agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Alameda, California, U.S.A.