

## **Apollo Corporate Website Terms of Use**

(last updated September 25, 2019)

The Apollo website(s) (collectively, the “Website”) are located at <https://www.apollographql.com/> and is operated by Meteor Development Group, Inc. (“Apollo”, “we”, “us”, “our”). Access to the Website and your use of certain services, including the Apollo hosted service (collectively, the “Services”) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Services constitutes your agreement to all such terms, conditions, and notices. Additional terms for the use of the Apollo hosted service are available separately at <https://www.apollographql.com/Apollo-Terms-of-Service.pdf>.

### **Modification of These Terms of Use**

Apollo reserves the right to change the terms, conditions, and notices under which the Services are offered.

### **Account Information**

You may need a to establish an account in order to use some of our Services. It’s important that you provide us with accurate, complete and up-to-date information for your account, and you agree to update such information to keep it accurate, complete and up-to-date. If you don’t, we may suspend or terminate your account. To protect your account, keep your password confidential. You are responsible for the activity that happens on or through your account. Try not to reuse your account password on third-party applications. If you learn of any unauthorized use of your password or account, please contact us at [support@apollographql.com](mailto:support@apollographql.com).

### **Personal Information**

For information about our data protection practices, please read our Privacy Policy (<https://www.apollographql.com/Apollo-Privacy-Policy.pdf>) which is hereby incorporated into this these Terms of Use. This policy explains how Apollo treats your personal information when you access the Websites and use the Services.

### **Code of Conduct**

As a condition of your use of the Services, you warrant to Apollo that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not use the Services in a manner likely to deceive anyone as to your identity, affiliation, or the purpose of your use. You may not obtain or attempt to obtain any materials or information through any means Apollo has not intentionally made available or provided for through the Services.

We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

### **Services Content**

The Services and all content made available in the Services (“Apollo Content”) are the property of Apollo. You may use the Apollo Content on the Website (but not in any other Services) solely for your personal, noncommercial use. You are not permitted to reproduce Apollo Content in any online website or distribution method (e.g., online fora, mailing lists or newsgroups) if for any reason (including any third party technical or legal restrictions) you do not provide a link back to the specific URL of the Apollo Content. For the avoidance of doubt, this license shall not include any right to attempt to reproduce material portions of the Services, nor to use any trademarks, branding or logos used in the Services, regardless of the means used. Further, the Apollo Content from any Services other than the Website may

not be used in any way except under a separate agreement between Apollo and you. All other uses require written permission from Apollo.

The Services may contain some content which is not owned by Apollo. Apollo may, in its sole discretion, review content to determine whether it is illegal or violates our policies and remove or refuse to display content that we believe violates our policies or the law. However, you should not assume that Apollo has reviewed any content, nor that we will remove content if we have reviewed it. Any content not owned by Apollo is the sole responsibility of the entity that makes it available.

All rights not expressly granted herein are reserved.

### **Use of Communication Services**

The Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Apollo has no obligation to monitor the Communication Services. However, Apollo reserves the right to review materials posted to a Communication Service and to refuse to post, remove or edit any materials in its sole discretion. Apollo reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Always use caution when giving out any personally identifying information in any Communication Service. Apollo does not control or endorse the content, messages or information found in any Communication Service and, therefore, Apollo specifically disclaims any liability with regard to the Communication

Services and any actions resulting from your participation in any Communication Service. Managers, moderators and hosts are not authorized Apollo spokespersons, and their views do not necessarily reflect those of Apollo.

Apollo does not claim ownership of the materials you post, upload, input or submit to the Communications Services (collectively "User Content"). However, by posting, uploading, inputting, or otherwise providing User Content, you are granting Apollo, its affiliated companies and necessary sublicensees the irrevocable right, without compensation copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your User Content; and to publish your name in connection with your User Content.

You warrant and represent that you own or otherwise control all of the rights to your User Content as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the User Content.

### **Suggestions**

Apollo appreciates hearing from our users and welcome your comments regarding our Services. Please be advised, however, that Apollo does not as a matter of policy solicit or desire to receive any creative ideas, suggestions, inventions or materials other than those we have specifically requested. While Apollo does value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials to us. If, despite our request, you send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively, "Submissions"), including in the form of User Content, you grant Apollo a world-wide perpetual, irrevocable, sublicensable (to any number of tiers) nonexclusive right and license to exploit your Submissions in any way Apollo sees fit, including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submissions.

No compensation will be paid with respect to the use of your Submissions. Apollo is under no obligation to use any Submissions you may provide. No part of the Submissions shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submissions.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL APOLLO AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICES OR THE APOLLO CONTENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF APOLLO OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Links to Third Party Sites**

The Services may contain links to other web sites ("Linked Sites") operated by Apollo or third parties. Any Linked Sites operated by third parties are not under the control of Apollo and Apollo is not responsible for

the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Apollo is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Apollo of the site or any association with its operators. Your use of any Linked Site operated by Apollo is subject to the terms and conditions provided by Apollo for such Linked Site.

#### **Termination/Access Restriction**

Apollo and/or its suppliers may make improvements and/or changes to the Services at any time. Apollo reserves the right, in its sole discretion, to terminate your access to the Services or any portion thereof at any time, without notice.

#### **General**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of California, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of the state and federal courts in the City and County of San Francisco, California, U.S.A. in all disputes arising out of or relating to the use of the Services. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Apollo as a result of this agreement or use of the Services. Apollo's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Apollo's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by Apollo with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Apollo with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Apollo with respect to the Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

#### **DMCA/Copyright Policy**

In accordance with the Digital Millennium Copyright Act of 1998, Apollo will respond to claims of copyright infringement committed using the Services that are reported to Apollo's designated copyright agent, identified below. At Apollo's discretion and in appropriate circumstances (which circumstances may include, by way of example, users who repeatedly infringe others' copyrights), Apollo may terminate the accounts of users who infringe upon the copyright, or other intellectual property rights, of others. If you believe that one of our users is a repeat infringer of your work, please let us know that in addition to the information required below. If you are a copyright owner, or authorized to act on behalf of one, please report alleged copyright infringement by contacting our copyright agent and including the following:

- Identify the copyrighted work that you claim has been infringed.
- Identify the material that you claim is infringing (or to be the subject of infringing activity) and that you are requesting be removed or to which access is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum (if applicable) the URL of the link shown on or through the Services where such material may be found.
- Provide your mailing address, telephone number, and, if available, email address.

- Include both of the following statements in the body of the Notice:
  - o *“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”*
  - o *“I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”*
- Provide your full legal name and your electronic or physical signature. Deliver this Notice, with all items completed, to Apollo’s designated copyright agent:

Legal Department  
Meteor Development Group, Inc.  
140 10th Street  
San Francisco, CA 94103  
Email: [legal@apollographql.com](mailto:legal@apollographql.com)