

Redis^e Cloud, Redis^e Cloud Private & Memcached Cloud

Terms of Use

Version: January 1, 2017

1. General

Welcome! Redis Labs, Inc., Redis Labs Ltd. and their affiliates (“**Redis Labs**”, “**us**”, “**we**” or “**our**”) provides these Terms of Use (the “**Agreement**”) to inform you of our policies and procedures regarding the use of our Redis^e Cloud, Redis^e Cloud Private (also known and referred to herein as Redis Cloud and Redis Cloud Private, respectively) & Memcached Cloud cloud services (including without limitation any programs, tools, components, upgrades, updates and all related applications and reports) (the “**Services**”) offered through redislabs.com or redismodules.com, including any subdomains of these websites or other websites owned by us or operated on our behalf (the “**Site**”), or any other third party’s website or service. Redis Labs and you may be referred to each individually herein as a “**Party**” and collectively as the “**Parties**”.

EACH AND ANY USE OF THE SERVICES IS SUBJECT TO, AND CONDITIONED UPON, ASSENT TO AND COMPLIANCE WITH THIS AGREEMENT (AS SHALL BE AMENDED FROM TIME TO TIME BY POSTING AN AMENDED AGREEMENT ON THE SITE). BY USING THE SERVICES AND/OR COMPLETING THE REGISTRATION PROCESS, YOU SIGNIFY YOUR CONSENT TO BE BOUND BY THE AGREEMENT AND THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT. THE AGREEMENT IS BETWEEN US AND YOU, AN INDIVIDUAL OR AN INDIVIDUAL ACTING ON BEHALF OF A LEGAL ENTITY THAT WILL BE USING THE SERVICES. IF YOU DO NOT AGREE TO THE AGREEMENT YOU MUST NOT USE THE SITE OR THE SERVICES.

The term of this Agreement commences on the earlier of (i) the date you start using the Services; (ii) the date you complete the registration process, and continues as long as you are using the Services and until your subscriptions expires or either party terminates this Agreement earlier in accordance with this Section. Either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure such breach within 14 days of a written notice.

Without derogating from the generality of the foregoing, we may terminate this Agreement or suspend your account in any of the following events: (i) you or your affiliates have breached this Agreement or any other agreement with Redis Labs; (ii) we have a reasonable basis to believe that you, your account, or any activity through use of your Personal Data is fraudulent; (iii) you and/or any communications and other activities through use of your Personal Data may expose us, our partners or any third party to liability; (iv) you have made an assignment for the benefit of creditors, you become a subject to liquidation, bankruptcy or any other similar procedure.

UPON TERMINATION FOR ANY REASON OR NO REASON, YOU CONTINUE TO BE BOUND BY THIS AGREEMENT, WHILE ALL YOUR RIGHTS UNDER THIS AGREEMENT IMMEDIATELY EXPIRE. UPON TERMINATION WE ARE NO MORE RESPONSIBLE FOR ANY OF YOUR DATA FILES, BACKUP FILES OR USAGE HISTORY WHICH ARE STORED BY US.

IF YOU INTEND TO USE ANY OF THE SERVICES, THESE TERMS SHOULD BE READ TOGETHER WITH OUR PRIVACY POLICY.

2. The Services

We provide online Services that host in-memory NoSQL data (“**NoSQL Data**”) on public cloud servers managed by us, commercially known as Redis Cloud, Redis Cloud Private or Memcached Cloud. You may access and use the Services, including any content made available through the Services (“**Content**”), solely for your personal use or your internal business purposes, and only as long as you are in compliance with all of the provisions of this Agreement.

When using the Services you will provide us with your NoSQL Data. You retain full ownership to your NoSQL Data. We don’t claim any ownership to any of it. This Agreement does not grant us any rights to your NoSQL Data or intellectual property except for the limited rights that are needed to run the Services, as explained herein. We may need to make design choices to technically administer the Services, for example, how to replicate, store, scale, cluster, compress, decompress or backup your NoSQL Data. You hereby give us full permissions to make any such design choice.

The Services are accessible only to registered members of the Site, and we are under no obligation to accept any person as a registered member. Minimum hardware and software requirements for use of the Services may be posted on the Site from time to time. However, we do not guarantee the access to or performance of the Services, even if you meet such minimum requirements. Occasionally, you may experience interrupted Services, delays or errors in the Services. This may be due to a number of reasons including, maintenance that we perform on the Site as well as reasons beyond our control. We will attempt to provide you with prior notice of any interruptions, delays or errors, but we cannot guarantee that such notice will be provided.

You acknowledge that we may, in our sole discretion and at any time(s), change or discontinue providing any part of the Services without prior notice, and establish or change limits concerning use of the Services without prior notice, including without limitation (i) the number of users that can access the Services or use the Services at any one time, (ii) the number of projects managed by the Services, and (iii) the number of times (and the maximum duration for which) you may access the Services in a given period of time. You may reject changes by discontinuing use of the Services. Your continued use of the Services will constitute your acceptance of and agreement to such changes.

We may, in our sole discretion and without notice or liability to you or any third party: (i) immediately suspend or terminate your account (if any) and block any and all current or future access to and use of the Site and the Services (or any portion thereof) without derogating from any other right or remedy that we may have by law, equity or otherwise; (ii) delete your usage history and your backup data files older than 12 months or, delete your entire usage history, data files and backup data files 3 months after you terminate using the Services, whichever is sooner.

3. Redis Cloud Private

Additional provisions applicable to the Redis Cloud Private Service, are detailed in Appendix A hereto.

4. Charges

Certain parts of the Services are subject to your purchase and payment of applicable fees (“**Chargeable Services**”).

The pricing for Chargeable Services through the Site can be found at redislabs.com under Redis Cloud>Pricing, Redis Cloud Private>Pricing, Memcached Cloud>Pricing or such other URLs, as may be

provided by us from time to time. The pricing for Chargeable Services through third-party providers offering the Services (“**Partners**”) can be found at each such Partner’s website. We may modify the price, content, or nature of the Chargeable Services at any time. We may provide notice of any such changes by email, notice to you upon log-in, or by publishing them on the Site. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by email.

By providing a credit card or other payment method accepted by us (“**Payment Method**”) for the Chargeable Services, you are expressly agreeing that we are authorized to charge you the applicable fee at the then current rate, and any other charges you may incur in connection with your use of the Chargeable Services to your elected Payment Method.

For all purchased Chargeable Services, your Payment Method will be charged on a monthly basis or at the interval indicated in our fees and payment policies, if different.

If we do not receive payment from you through the Payment Method, you agree to pay all amounts due upon demand. If we have a reasonable basis to believe we won’t receive payment from you on the payment due date, you hereby give us an irrevocable permission to charge you earlier than that date. We reserve the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies. Without derogating from the aforesaid, we reserve the right to discontinue the provision of the Services to you for any late payments.

To the fullest extent permitted by law, refunds (if any) are at our sole discretion. Refunds shall be awarded only in the form of credit for future Services. No cash refunds will be awarded. Nothing in these Terms obligates us to extend credit to any party.

Charges are exclusive of tax, including without limitation, value added and other similar taxes, which shall be added to each payment at the appropriate rate. Charges are solely based on our measurements of your use of the Chargeable Services. Overdue payments shall be subject to a late charge of 1.5% per month

You may use the Redis Cloud or Memcached Cloud Services (but not Redis Cloud Private) for no charge (“**Free Services**”), provided that such usage is limited per each user (an individual or a company) to one (1) Redis Cloud subscription and one (1) Memcached Cloud subscription, each up to the lowest dataset size designated at <https://redislabs.com/pricing> (currently 25MB). We reserve the right to discontinue the provision of the Free Services at any given time, without providing a prior notice to that effect.

5. Personal Data

Some functions of the Services may require you to provide certain personal information, including among others, name, company name, email address and telephone number (“**Personal Data**”). You agree to:

- Provide true, accurate, current and complete Personal Data as prompted by the Services.
- Maintain and promptly update the Personal Data to keep it accurate, current and complete.
- Maintain the security and confidentiality of any usernames and passwords, and any other security or access information used by you to access the Site or Services.
- Refrain from impersonating any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person’s Personal Data.
- Refrain from using the Services to store any protected health information.

- Immediately notify us in writing if you become aware of any loss, theft or use by any other person or entity of any of your Personal Data in connection with the Site or the Services or any other breach of security that you become aware of involving or relating to the Site and Services.
- Log out of any accounts you have created on the Site or with the Services at the end of each session.

You represent and warrant that your use in our Services comply with any applicable laws, including without limitation any applicable privacy protection laws. We assume, and you represent and warrant to us, that any communications and other activities through use of your Personal Data were sent or authorized by you, and you are fully responsible for all activities that occur under your Personal Data. We will not be liable for your losses caused by any unauthorized use of your Personal Data. We further do not assume any responsibility for any communications sent by you.

Without derogating from the foregoing, we reserve the right to reset any usernames and passwords if there has been any unauthorized access to, or use of, the Services using your Personal Data.

You declare that by providing Personal Data to us, you hereby consent to, us sending, and you receiving, by means of telephone, facsimile, SMS or e-mail, communications containing content of a commercial nature relating to the Site and Services. You acknowledge that we do not have to obtain your prior consent (whether written or oral) before sending such communications to you, provided that we shall immediately cease to send any such further communications should you notify us in writing that you do not wish to receive such commercial content anymore.

6. User Conduct

In connection with your use of the Services (including without limitation any information, data, images, feedback, material or ideas that you provide to us through the Services or the Site (each, a “**Submission**”), you agree (i) to abide by all applicable local, state, federal, national and international laws and regulations, and (ii) not, nor allow or facilitate a third party, to violate or infringe any rights (including without limitation copyrights, rights of publicity or privacy and trademarks) of others or our policies or the operational or security mechanisms of the Services. Without limiting the foregoing you may:

- Not use the Site, the Services or any of its Content (including without limitation any programming, images, photographs, graphics), to promote, conduct, or contribute to fraudulent, obscene, pornographic, inappropriate or illegal activities, including without limitation deceptive impersonation, in connection with contests, pyramid schemes, surveys, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Not interfere with the access, use or enjoyment of the Services by others (including without limitation causing greater demand on the Services than is deemed by us reasonable); harass or defame others; or promote hatred towards any group of people.
- Not alter, modify, delete, forge, frame, copy, publicly display, publicly perform, rent, sell, hyper-link, create derivative works or otherwise interfere with or in any manner disrupt, circumvent, or compromise, any part of the Site, the Services, any Content (including without limitation trademarks, Services marks and logos contained in the Site but excluding Content provide entirely by you). However, you may copy Content that is reasonably required for the intended purposes of the Site and the Services.
- Not access or attempt to access any of our systems, programs or data that are not made available for public use, or attempt to bypass any registration processes to the Services, security and traffic management devices, software or routines.

- Not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code or underlying ideas or algorithms of the Site or the Services except if and to the extent permitted by applicable law.
- Not use any robot, spider, other automated device or any tool-bar, web-bar, other web-client, device, software, routine or manual process, to access the Services, make Submissions, monitor or scrap information from the Services, or bypass any of our robot exclusion request (either on headers or anywhere else on the Services), if any.
- Not use any meta tags or any other “hidden text” utilizing any trademarks or intellectual property owned or licensed by us.

7. Your Submissions

We may, in our sole discretion, use any feedback, material or ideas that you provide to us or post on or through the Services or the Site to enhance and better customize the Site and the Services. You further grant us and our successors a perpetual, worldwide, non-exclusive, transferable, non-revocable, sub-licensable, royalty-free license to unrestrictedly use, modify, create derivative works from, distribute and display any feedback you provide to us with respect to the Site or the Services, without compensation, liability or notice to you, in any promotions or redistribution of part or all of the Site or any other sites that were created (as private labels for others or otherwise), are operated or are wholly or partially owned by us, in any media formats and through any media channels including without limitations in future modifications of the Site. You are entirely responsible for all your Submissions and the consequences of posting or publishing them on the Site.

8. Privacy Policy

Certain information about you or collected on your behalf is subject to our [Privacy Policy](#). By accessing the Services you consent to the collection and use of information as described in our Privacy Policy, as may be amended by us from time to time.

9. Copyright and Trademarks

All of the Content and all of the copyright, database rights, trademark rights and other intellectual property rights in and to the Content (including without limitation all design, text, graphics, audio, video or image files and software) is protected by copyrights, trademarks, service marks, patents or other proprietary rights, both with respect to individual content and as a collective work or compilation, pursuant to laws and international conventions. Any rights to the Site, Services and its Content not expressly granted in the Agreement and excluding users’ Submissions, are reserved by us and our licensors. All trademarks, service marks, trade names, and trade dress are proprietary to us or our licensors. No ownership of any Content or trademarks, service marks, trade names, trade dress or other proprietary rights in the Site and related goodwill, is transferred to you. You undertake not to do any act or thing which is inconsistent with or which is likely in any way to prejudice such title. You hereby represent and warrant to us that you and/or your representatives have all rights in your data which is required in order to use the Services, and that your use of your data through your Personal Data doesn’t violate any third party rights, including without limitation any third party intellectual property rights.

10. Links to and from other Websites; Third Party's Services

The Services may provide links to other websites (including those of our partners). We may, from time to time, at our sole discretion, add or remove links to other websites. You understand and agree that we may utilize the service of third-party providers to provide certain service through the Services, such as registration, authentication, billing, hosting or other services. Such services are provided by the third parties in accordance with their own terms of service and privacy policies, and we make no representations or warranties regarding same. These links and third parties services are provided solely as a convenience to you, and access to any such websites and/or making any usage of such third parties' services is at your own risk. You are recommended to review the information provided by third parties (such as, but not limited to, the privacy policy and terms of use of the relevant website) before accessing such websites. We do not endorse or control, and are not responsible for, these websites or their content, services or availability. Accordingly we do not make any representations about them, or any material found there, or any results that may be obtained from using them. You expressly relieve us from any and all liability arising from your use of any other website. Whilst we will do our best to help you in any dispute that arises between you and a third party we cannot be responsible for any loss or damage.

11. Disclaimer

The Site, the Services and any Content is provided on an “as is” and “as available” basis. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THIS SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR, BUG OR VIRUS FREE; NOR DO WE WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THIS SITE, THE SERVICES OR THE CONTENT IN TERMS OF ITS CORRECTNESS, COMPLETENESS, AVAILABILITY, ACCURACY, RELIABILITY OR OTHERWISE.YOUR USE OF THIS SITE AND CONTENT IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY RESULTING CONSEQUENCES.

12. No Liability

UNDER NO CIRCUMSTANCES WE SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (I) ARISING OUT OF THE USE OR THE INABILITY TO USE THIS SITE, SERVICES OR CONTENT, (II) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR (III) RESULTING FROM ANY INACCURACIES OR ERRORS OF INFORMATION RECEIVED AS A RESULT OF USING THIS SITE OR SERVICES; IN EACH CASE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REPUTATION, GOODWILL, USE, DATA OR OTHER INTANGIBLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, whether based on contract, tort, negligence, strict liability or otherwise. Without derogating from any of the foregoing, our total aggregate liability in connection with the Site, Content, Services or the Agreement will be limited to the amount of fees actually paid by you to us during the preceding one month, if any. The foregoing limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and are fundamental elements of the bargain between us and you.

13. Indemnification

YOU RELEASE, AND AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, FROM ALL LIABILITIES, CLAIMS, ALLEGED CLAIMS, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY’S FEES RELATED IN ANY WAY TO: (I) YOUR BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT; (II) YOUR USE OF, RELIANCE ON OR ACCESS TO

THIS SITE, THE SERVICES OR THE CONTENT; (III) ANY USE, MISUSE, OR UNAUTHORIZED USE OF THE SITE OR THE SERVICES THROUGH YOUR PERSONAL DATA; (IV) ANY USE, MISUSE, OR UNAUTHORIZED USE THROUGH YOUR PERSONAL DATA WITH RESPECT TO VIOLATION OF THIRD PARTY RIGHTS; AND (V) YOUR SUBMISSIONS. WE WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION. YOU SHALL COOPERATE FULLY IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU.

14. Infringement Notices and Takedown

If you believe that any material contained on Services infringes your copyright, you should notify us at legal@redislabs.com.

Your notice should be in English and contain the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed; (b) a description of such copyrighted work(s) and an identification of what material in such work(s) is claimed to be infringed; (c) a description of the exact name of the infringing work and the location of the infringing work on the Site; (d) information sufficient to permit us to contact you, such as your physical address, telephone number and e-mail address; (e) a statement by you that you have a good faith belief that the use of the material identified in the manner complained of is not authorized by the copyright owner, its agent, or the law; (f) a statement by you that the information in the notification is accurate and, under penalty of perjury that you are authorized to act on the copyright owner's behalf.

We will only respond to any claims involving alleged copyright infringement. Notwithstanding this section, we reserve the right at any time and in our sole discretion, to remove content which in our sole judgment appears to infringe the intellectual property rights of another person.

15. Fair Usage

You may use the Services only for the purpose and the authorized usage set forth herein and only for as long as you are in compliance with all of the terms and conditions herein. Unfair usage and illegitimate use are expressly prohibited.

The following is a non-exhaustive list of practices that would be considered illegitimate use or unfair usage:

- i. use the Services in a manner that may be or become jeopardizing, malicious, misleading, inappropriate, improper or otherwise harmful;
- ii. use any part of the Services for any illegal or unethical purposes;
- iii. interfere with the ordinary use of the Services; and/or
- iv. breach or otherwise circumvent any security or authentication measures;

We, at our option, may terminate our relationship with you, or may suspend the Services immediately if we determine, at our sole discretion, you are using the Services for unfair usage or illegitimate use. Where reasonable, we will provide you with notice of improper usage before suspension or termination of the Services.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the State of Delaware laws, without giving effect to its conflict of law principles. Disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the applicable United States federal and state courts of the State of Delaware.

17. Limitation of Claims

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

18. Miscellaneous

If any part of the Agreement is found to be invalid, unlawful or unenforceable, the offending part shall be amended or extracted from the remaining terms all of which shall remain in full force as permitted by law. The Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. This Agreement and our rules and policies in this Site comprise the entire agreement between you and us, states our and our suppliers' entire liability and your exclusive remedy with respect to the Site and the Services, and supersede all prior agreements pertaining to this Agreement and such rules' and policies' subject matter. Any failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

The section titles in this Agreement are solely used for the convenience and have no legal or contractual significance. No waiver of any term of the Agreement shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under the Agreement shall not constitute a waiver of such term. No provision of the Agreement shall be construed against the owners of this site but rather shall be construed in a neutral and fair manner as terms entered into by a fully-informed party on a voluntary basis. The terms of the Agreement, which by their nature should survive the termination of the Agreement, shall survive such termination.

Appendix A – Redis Cloud Private Additional Provisions

1. The Services

In our Redis Cloud Private ("RCP") Service, the NoSQL Data is hosted and run on virtual machines ("Instances") and persistent storage devices ("Persistent Storage") (Instances and Persistent Storage are jointly referred to as "Resources") in your private deployment environment (also known as virtual private cloud or VPC) on the cloud ("Environment"). In addition to the Services described under the Agreement, we may:

- a. From time to time, launch Resources in the Environment and provision them with the software required for providing the RCP Service ("Software").
- b. From time to time, shutdown provisioned Resources.
- c. Operate the Software on the Resources on an ongoing basis to support your database needs.
- d. Monitor performance and health of the Resources and Software.

2. Your Obligations

- a. You will set your account with the cloud provider, such that we can self-provision Resources in the Environment.
 - b. You will configure your account with the cloud provider, such that we shall receive immediate response to any reasonable provisioning request in the Environment.
 - c. You will grant us at least one pre-defined access permission ("Permission") to the Environment, in order to enable us to provide the Services. The Permission level shall be equal to the highest level of user permissions available in your Environment.
 - d. You shall not terminate or cease the Permission, or otherwise prevent us access in any other way to any of the Resources provisioned by us in the Environment.
 - e. You shall not maintain any SSH access to the Resources provisioned by us in the Environment.
- 3.** You hereby agree and acknowledge that we will launch in the Environment as many Resources as we see fit in order to provide the Services
- 4.** We shall not be responsible for any damage, loss of data or information or any other loss that may occur as a result or in relation to you terminating Resources provisioned by us in the Environment.
- 5.** Without derogating from any other term of this Agreement, we shall not in any manner be liable or responsible for any Service failure resulting or in relation to (a) your failure to fulfill your obligations under this Appendix, (b) Environment technical failures, (c) Environment terms or policy changes by the cloud provider.
- 6.** Without derogating from any other term of this Agreement, you shall not (a) allow any third-party to access and/or attempt to access the Software code or images, and/or to decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any encrypted or encoded portion of the Software, (b) sell, sublicense, rent, lease, distribute, market, or commercialize the Software or your subscription, (c) directly or indirectly circumvent or violate the technical restrictions of the Software, (d) remove any identification, proprietary, copyright or other notices in the Software or documentation, (e) modify or create a derivative work of any portion of the Software. Notwithstanding anything to the contrary under the Agreement, you shall be directly responsible to any damages, losses, expense, or any indirect, consequential, or other damages incurred or suffered by us, arising from attempt to act as specified under subsections (a)-(e) without a specific written consent by us.