



REDIS LABS WEBSITE TERMS OF USE

Last Update: September 1, 2019

1. General

Welcome! Redis Labs, Inc. and its affiliates (“**Redis Labs**”, “**us**”, or “**we**”) thank you for visiting www.redislabs.com and subdomains of this website (the “**Site**”). Your use and access of the Site is governed by and subject to the following terms of use (“**Site Terms**”). If you do not agree to the Site Terms or if you do not agree to our [Privacy Policy](#), please do not use the Site. Redis Labs and you may be referred to each individually as a “Party” and collectively as the “Parties”.

Please read these Site Terms carefully before using the Site, and check it periodically for changes. When we make changes, we will make a new copy of the Site Terms available at the Site, and will also update the “Last Updated” date above. Your use of the Site now and following the posting of any revised Site Terms shall be deemed acceptance. If you disagree with the provisions of these Site Terms at any time, your sole remedy is to terminate your use of the Site.

If you were looking for open source Redis please refer to www.redis.io for more details.

2. Use of the Site

Any content made available at the Site or that you otherwise obtain in connection with the Site (“**Content**”) is permitted only for your personal use or internal company use as intended pursuant to the Site, and only as long as you are in compliance with all of the provisions of these Site Terms. Content may include Redis Labs software products (“**Software**”) or Redis Labs cloud services (“**Cloud Services**”) offerings.

We do not guarantee the access to or performance of the Site. Occasionally, you may experience delays or errors in the Site. 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.

In consideration for your access to and use of the Site, we or third parties may from time to time place commercial content on the Site. We have no control over the accuracy, truthfulness, quality, safety or legal aspects of content provided by such third parties, nor do we endorse or are responsible in connection with such content (even if you or we receive any benefits related to the Site in connection with such third party offers).

We may, in our sole discretion and without notice or liability to you or any third party, immediately suspend and block any and all current or future access to and use of the Site or certain part of the Site without derogating from any other right or remedy that we may have by law, equity or otherwise.

3. Software and Cloud Services Subscriptions

Software and Cloud Services subscriptions may be provided by Redis Labs under the corresponding terms and conditions for each option. By signing up for a Software or Cloud Service account, you agree to abide by such terms and conditions.

4. Online Privacy Policy

We take your privacy very seriously. Our online [Privacy Policy](#) is incorporated into these Site Terms by reference and describes the collection, use, and sharing of certain personally identifiable information that may be provided in connection with the use of the Site. Please read and understand our Privacy Policy before accessing or using the Site. By accessing the Site 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.

5. User Conduct

In connection with your use of the Site (including without limitation any information, data, images, feedback, material or ideas that you provide to us or post on or through 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 Site, the Content, the Cloud Service and the Software, and (iii) not access or attempt to access any of our front-end or back-end systems, and (iv) not, use any robot, spider, other automated device to access the Site, make Submissions, monitor or scrap information from this Site, or bypass any of our robot exclusion request (either on headers or anywhere else on the Site), if any

6. 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 Site to enhance and better customize the Site, our Cloud Service and/or the Software. You further grant us and our successors a perpetual, worldwide, non-exclusive, transferable, non-revocable, sub-licensable, royalty-free license to unrestricted use, modify, create derivative works from, distribute and display any feedback you provide to us with respect to the Site, the Cloud Service or the Software, 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.

7. Copyright, Trademarks, and other Intellectual Property

These Site Terms do not transfer from us to you any Redis Labs or third party intellectual property, and all right, title and interest in and to such property will remain (as between the Parties) solely with Redis Labs. Redis, the red cube Redis logo, Redis Labs, Redis Enterprise, redislabs.com and all other trademarks, service marks, graphics and logos used in connection with redislabs.com, or the Site are trademarks or registered trademarks of Redis Labs or Redis Labs' licensors. Other trademarks, service marks, graphics and logos used in connection with the Site may be the trademarks of other third parties. Your use of the Site does not grant you any right or license to reproduce or otherwise use any Redis Labs or third-party trademarks.

You may not modify, alter, republish, redistribute, resend, sell or broadcast any material on this Site to any other party or make such material available on-line or make the same available in hardcopy or on any other media without our prior written permission. If you breach any of these terms your permission to use this Site automatically terminates and you must immediately destroy any downloads or printed extracts from this Site.

8. Links to and from other Websites; Third Party Providers

We may sometimes 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 Site, 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 release us from any and all liability arising from your use of any other website.

9. Links to this Site

Subject to these Site Terms, you may display a link to the Site as long as your use is not misleading, illegal or defamatory, and your linked website contains no infringing or illegal content. You may not suggest that we endorse or sponsor your site, nor tarnish, blur or dilute the quality of our trademarks or any associated goodwill.

10. Disclaimer

The Site and the Content, the Cloud Service, and the Software, are 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 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.

11. No Liability

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (I) ARISING OUT OF THE USE OR THE INABILITY TO USE THIS SITE OR THE CONTENT, THE SERVICES OR THE SOFTWARE (II) FOR THE 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 ITS CONTENT, SERVICES OR SOFTWARE; 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.

12. Indemnification

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS REDIS LABS, ITS CONTRACTORS, AND ITS LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND

AGAINST ANY AND ALL CLAIMS AND EXPENSES ARISING FROM USING THE SITE, THE CONTENT, THE SOFTWARE AND THE SERVICES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF YOUR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO YOUR VIOLATION OF THESE SITE TERMS.

13. Infringement Notices and Takedown

If you believe that material located on or linked to this Site violates your copyright, and if this website resides in the USA, you are encouraged to notify Redis Labs at dmca@redislabs.com in accordance with the Digital Millennium Copyright Act ("DMCA"). Redis Labs will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Redis Labs will terminate a visitor's access to and use of the Site if the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Redis Labs or others. Redis Labs will have no obligation to provide a refund of any amounts previously paid to Redis Labs in the case of such termination.

14. Governing Law and Jurisdiction

Except to the extent applicable law, if any, provides otherwise, these Site Terms shall be governed by and construed in accordance with the laws of Delaware without regard to its choice or conflict of law principles. Disputes arising in connection with these Site Terms shall be subject to the exclusive jurisdiction of the applicable United States federal and state courts located in Delaware. A waiver by either party of any term or condition of these Site Terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under these Site Terms to any party that consents to, and agrees to be bound by, these terms and conditions; Redis Labs may assign its rights under these Site Terms without condition. These Site Terms will be binding upon and will inure to the benefit of the Parties, their successors and permitted assigns.

15. 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 Site must be filed within one (1) year after such claim or cause of action arose or be forever barred.

16. Miscellaneous

If any part of these Site Terms 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. These Site Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. These Site Terms 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, the Cloud Service and the Software, and supersede all prior agreements pertaining to this Site Terms' and such rules' and policies' subject matter. Any failure to exercise or enforce any right or provision of these Site Terms shall not constitute a waiver of such right or provision.

The section titles in Site Terms are solely used for convenience and have no legal or contractual significance. No waiver of any term of these Site Terms 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 these Site Terms shall not constitute a waiver of such term. No provision of this Site Terms 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 this agreement, which by their nature should survive the termination of this agreement, shall survive such termination.