



## Site.com Terms of Use (and Order Form Addendum)

THIS ORDER FORM ADDENDUM AND TERMS OF USE FOR SITE.COM ("**TERMS**") ARE LEGALLY BINDING TERMS GOVERNING YOUR USE OF THE SITE.COM SERVICE.

Capitalized terms used herein but not defined shall have the meanings set forth in the Master Subscription Agreement.

These Terms were last updated on April 4, 2012.

### 1. DEFINITIONS

"**Site.com Site**" means a website created using the Site.com Service.

"**Site.com Service**" means the online, Web-based application, for development and hosting of external websites, provided by SFDC under the "Site.com" brand (or any successor brand designated by SFDC) via <http://www.salesforce.com>.

"**Organization**" means a unique instance of the Service, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access).

### 2. USAGE LIMITS

The Site.com Sites Service is subject to limits as detailed in the User Guide accessible through the Help & Training link. Those limits include (but are not limited to) those below:

**a. Bandwidth Limits (40GB/24-Hour Period).** Bandwidth is calculated as the number of bytes served and received from all Site.com Sites in Customer's Organization, including from the Site.com Sites' origin servers and cache servers. Bandwidth limits are applied in rolling 24-hour periods.

**b. Service Request Time Limits (60 hours/24-Hour Period).** Service request time is calculated as the total origin server time required to generate pages for all Site.com Sites in Customer's Organization. Service request time limits are applied in rolling 24-hour periods.

### 3. RISK OF UNINTENDED ACCESS TO YOUR DATA

The Site.com Service enables Customer to provide public access to Customer Data stored in the Services. It is very important that Customer carefully follow the instructions in the User Guide and review Site.com Service settings (including but not limited to settings for sharing of objects and visibility of list views) before publishing a Site.com Site or enabling web services for a Site.com Site. If Customer publishes a Site.com Site or enables web services for a Site.com Site with settings that Customer did not intend, Customer could cause its confidential information stored in the Services to be disclosed to unintended third parties or to the public.

### 4. Customer RESPONSIBILITIES

Customer shall not: (a) offer, permit or promote gambling on a Site.com Site or as part of a Site.com Site URL; (b) display, transmit or otherwise make available on a Site.com Site or as part

of a Site.com Site URL material that is pornographic, obscene, lewd, indecent, or vulgar; (c) display, transmit or otherwise make available on a Site.com Site or as part of Site.com Site URL material that is infringing, threatening, harassing, libelous, defamatory, hateful, racially or ethnically objectionable, unlawful, tortious, harmful to children, invasive of another's privacy or violative of third party privacy rights; or (d) display or transmit on a Site.com Site or as part of Site.com Site URL material promoting or providing instructional information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals, including, but is not limited to, instructions on how to assemble bombs, grenades, and other weapons, and "Crush" sites. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all content and data submitted to or published via the Site.com Service by Customer, its Users, or by users of websites created by Customer using the Site.com Service; (ii) comply with all applicable laws (including but not limited to export laws) in using the Site.com Service; and (iii) use the Site.com Service solely in accordance with the User Guide.

## **5. DOMAIN NAMES**

**a. Creation of Domains.** The Site.com Service enables Customer to create a force.com subdomain. You may also associate the Site.com Site with Customer's own domain name, which Customer has registered or will register through the Internet Corporation for Assigned Names and Numbers ("ICANN"). Customer's use of its domain name registered with ICANN is subject to ICANN's policies, including without limitation, being bound by the terms of the ICANN Uniform Domain Name Dispute Resolution Policy located at <http://www.icann.org/udrp/udrp.htm> as may be amended or relocated from time to time.

**b. Rejection of Domains Before Publication.** SFDC may in its sole discretion reject any domain or force.com subdomain proposed by Customer before being published as part of a URL or associate a Site.com Site with it.

**c. Disabling of Domains After Publication.** If, after Customer has submitted a domain or force.com subdomain and it has been published or associated it with a Site.com Site, SFDC determines in its sole discretion that it violates these Terms or the Master Subscription Agreement, or if SFDC receives a notice or claim alleging that any such domain or subdomain violates or infringes any law or third-party right, SFDC may disable the associated URL and Site.com Sites and make reactivation of those Site.com Sites conditional on Customer submitting a new domain or subdomain acceptable to SFDC. SFDC reserves these rights irrespective of whether or not ICANN requires SFDC to cease using a domain.

## **6. DISABLING OF SITE.COM SITES UNDER U.S. DIGITAL MILLENNIUM COPYRIGHT ACT**

If SFDC receives a notice alleging that material on Customer's Site.com Site infringes another party's copyright, SFDC may disable that Site.com Site in accordance with Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act).

## **7. RELATIONSHIP TO OTHER AGREEMENTS**

These Terms apply in addition to (and not in lieu of) the Master Subscription Agreement.