



NCR Silver Customer Community Terms of Use

Welcome to the NCR Customer Community. By accessing or using any part of the site, You agree that You are subject to and will comply with these Terms of Use, as We may update them from time to time.

These Terms of Use were last updated on October 18, 2013.

1. DEFINITIONS

“NCR Silver Customer Community” means the web pages accessible via <http://www.ncrsilver.com/community> that are identified as customer resources. The names of NCR Silver Customer Community pages may be updated from time to time.

“We,” “Our” or “Us” means NCR Silver.

“You” or “Your” means you as an individual, and any company or organization for whom you are using the NCR Silver Customer Community.

2. YOUR PROFILE AND ACCOUNT

You agree that all information You submit to the NCR Silver Customer Community pages, including to profile pages, is accurate and that You will keep it current. If We have grounds to suspect that Your information is untrue, inaccurate or incomplete, We have the right to suspend or terminate Your use of the NCR Silver Customer Community. It is Your responsibility to maintain the confidentiality of any password associated with Your use of the NCR Silver Customer Community, and You are responsible for any activities in Your NCR Silver Customer Community accounts. You agree that We may send You information and notices regarding the NCR Silver Customer Community and Your NCR Silver Customer Community accounts by email, text messaging or other means based on the information You provide to Us.

3. YOUR RESPONSIBILITIES

You are responsible for all of Your activities in the NCR Silver Customer Community. You shall treat other NCR Silver Customer Community users with courtesy and respect. You shall not:

- Impersonate any other person;
- Falsely say or imply that You are associated with another person or entity;
- Submit content in exchange for payment or other consideration from another person or entity;
- Collect information about other NCR Silver Customer Community users without their consent; or
- Submit or link to any content (including any name or User ID You use in the Salesforce Customer Community) that:
 - Infringes or violates the intellectual property or other rights of any person or entity;
 - Intentionally interferes with the operation of the NCR Silver Customer Community;
 - Violates anyone’s privacy or publicity rights;
 - Breaches any duty of confidentiality that You owe to anyone;
 - Provides any non-public information about Us or any other company or person without authorization (including the names and contact information for Our employees or NCR Silver Customer Community users);
 - Is, in Our sole discretion vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable; or that We reject for any other reason in Our sole discretion;
 - Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or
 - Contains false or deceptive language, unsubstantiated or comparative claims regarding Our or others’ products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits.

Please remember that You may be providing content for an international audience. Things that do not seem abusive, obscene, or offensive to You might seem so to others.

We reserve the right, in Our sole discretion and without cause at any time, and without notice to You, to remove, or refuse to post any content submitted or posted by You to the NCR Silver Customer Community.

4. TRADEMARKS

NCR Silver, the "NCR Silver" logo used on the NCR Silver Customer Community are owned by Us and may not be used in any manner without Our express prior written consent.

5. NO WARRANTY

THE NCR SILVER CUSTOMER COMMUNITY IS PROVIDED "AS-IS," EXCLUSIVE OF ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONTENT POSTED BY ANYONE OTHER THAN US ON THE NCR SILVER CUSTOMER COMMUNITY IS THE SOLE RESPONSIBILITY OF THE ORIGINATOR OF THAT CONTENT. WE ARE NOT RESPONSIBLE FOR ANY CONTENT POSTED BY YOU OR ANY THIRD PARTY, WHETHER OR NOT WE REVIEWED OR MODERATED SUCH CONTENT. CONTENT POSTED BY US ON THE NCR SILVER CUSTOMER COMMUNITY PAGES ARE NOT PART OF ANY USER GUIDE OR LEGAL AGREEMENT. ALL SUCH AFOREMENTIONED CONTENT IS PROVIDED "AS-IS", AND WE DO NOT MAKE ANY REPRESENTATION AS TO ITS QUALITY OR ACCURACY, AND WE SPECIFICALLY DISCLAIM THE ACCURACY, COMPLETENESS, RELIABILITY, USEFULNESS, NON-INFRINGEMENT, QUALITY OR ORIGINALITY OF SUCH CONTENT. WE DISCLAIM ANY RESPONSIBILITY WHATSOEVER FOR ANY CONTENT OR MATERIAL ON THE NCR SILVER CUSTOMER COMMUNITY REGARDLESS OF WHO ORIGINATED THAT CONTENT (INCLUDING OUR EMPLOYEES, PARTNERS, AFFILIATES OR MODERATORS).

6. NO DAMAGES

YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING UPON CONTENT ON THE NCR SILVER CUSTOMER COMMUNITY, INCLUDING FEATURE REQUESTS AND CONTENT ON THE IDEAEXCHANGE. IN NO EVENT SHALL WE HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. INDEMNITY

You agree to indemnify and hold Us and Our subsidiaries, affiliates, officers, agents, and employees harmless from any claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from: (i) Your breach of these Terms of Use or (ii) any claim made by any third party arising out of content You submit to or post on the NCR Silver Customer Community, including, but not limited to, Your violation of these Terms of Use, Your violation of any rights of a third party.

8. PROPRIETARY RIGHTS AND PRIVACY

You grant to Us a perpetual, worldwide, fully paid up right and license to use, copy, modify, publish, republish, distribute and create derivative works based on, in any form, any content or material You contribute to the NCR Silver Customer Community. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to all intellectual property rights subsisting in the NCR Silver Customer Community, including but not limited to its user interface, branding, and underlying technology. No rights are granted to You hereunder other than as expressly set forth herein.

Subject to the above, we will treat information You submit to the NCR Silver Customer Community pages in accordance with Our Privacy Statement at <http://ncrsilver.com/privacy-policy.html>.

9. REMOVAL OF MATERIAL UNDER U.S. DIGITAL MILLENNIUM COPYRIGHT ACT

If We receive a notice alleging that material or content You posted on the NCR Silver Customer Community infringes another party's copyright, We may remove that material in accordance with Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act).

10. ENFORCEMENT

We generally do not pre-screen, verify, edit, monitor or moderate the content posted by users on the NCR Silver Customer Community but may do so from time to time in Our sole discretion, including in private groups. We and Our agents reserve the right to investigate any violation of these Terms of Use and to take appropriate remedial action.

Any violation of these Terms of Use may result in the suspension or termination of Your ability to use or participate on the NCR Silver Customer Community and its associated pages. We reserve the right to enforce these Terms of Use in our sole discretion, including, but not limited to, warning users of violations, disabling or suspending privileges and/or access, deleting, screening or editing any content, or prohibiting any behavior that does not comply with these Terms of Use, or which we otherwise deem inappropriate, harmful, objectionable or inaccurate.

Deliberate attempts by You or someone on Your behalf to evade or circumvent the suspension or termination of Your rights to use or participate on the NCR Silver Customer Community violates these Terms of Use, constitutes an unlawful trespass to Our equipment and systems, and may result in legal action.

We may release information concerning Your use of the NCR Silver Customer Community (including posted content, registration information, and network records) when We believe release is appropriate to comply with the law (e.g., pursuant to a subpoena, warrant or court order); to enforce or apply these Terms of Use; to protect Our rights or property; to protect against fraudulent, abusive or unlawful use or participation on the NCR Silver Customer Community; or if We reasonably believe that a situation involving imminent danger of death or serious bodily injury to any person requires disclosure.

To report violations of these Terms of Use, please email privacy@ncr.com with appropriate details, including Your contact information.

11. SEVERABILITY

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these Terms of Use will remain in effect.