# Code of Conduct

Effective Date: July 20, 2011

This Code of Conduct applies to the HTC Site and any community forums, blogs or other portions of the Site ("communication features") that permit you to communicate with HTC and the public at large. It also applies to any portion of the Site that displays a link to this Code of Conduct. This Code of Conduct refers to communication features as the "services." Please read the Code of Conduct and comply with it in connection with the services you may use.

- Member Qualifications
- Prohibited Uses
- Termination and Cancellation
- Rights and Responsibilities

### Member Qualifications

The services are designed for individuals 18 years of age or older, unless otherwise stated for a particular service. As a user of a service you will uphold this Code of Conduct, and are responsible for all activities and content you post/upload. In addition to upholding this Code of Conduct, you are responsible for adhering to all applicable local and national laws.

## Prohibited Uses

You will not upload, post, transmit, transfer, distribute or facilitate distribution of any content (including text, images, sound, video, data, information or software) or otherwise use the service in a way that:

- depicts nudity of any sort including full or partial human nudity or nudity in non-human forms such as cartoons, fantasy art or manga;
- incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism or gratuitous violence;
- misrepresents the source of anything you post or upload, including impersonation of another individual or entity or sends any altered, deceptive or false source-identifying information;
- provides or creates links to external sites that violate this Code of Conduct;
- includes content that is protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control such rights or have obtained necessary consents and releases;
- is intended to harm or exploit minors in any way;
- is designed to solicit, or collect personally identifiable information of any minor (anyone under 18 years old), including, but not limited to: name, email address, home address, phone number or the name of their school;
- deletes, tampers with or revises any information, material or content posted by any other person or entity;
- invades anyone's privacy by attempting to harvest, collect, store or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses or other contact information without their knowledge and willing consent;
- is illegal or violates applicable local and national laws, including but not limited to child pornography, bestiality, incest, illegal drugs, software piracy and harassment;
- threatens, stalks, defames, defrauds, degrades, victimizes or intimidates an individual or group of individuals for any reason; including without limitation, on the basis of age, gender, disability, ethnicity, sexual orientation, race or religion, or incites or encourages anyone else to do so;
- harms or disrupts, or intends to harm or disrupt, another user's computer or would allow you or others to illegally access software or bypass security on Web sites or servers, including but not limited to, spamming or attempts to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- takes any action which could impose a significant burden (as determined by HTC) on the infrastructure of any HTC services, such as excessively high volume data transfers or bandwidth consumption, excessively high storage, hosting of a web server, internet relay chat server, or any other server, and non-traditional end user activities;
- sends or attempts to send unsolicited messages, including promotions or advertisements for products or services, "spam," "chain mail" or "junk mail";
- accesses, tampers with or uses non-public areas of any service, computer system or any HTC website, or causes damage to HTC's business, reputation, employees, facilities, or to any person;
- attempts to access, search, or extract data from any service or any HTC website with any engine, software, tool, agent, robot, spider, scraper, device or mechanism other than the software or search agents provided by HTC or

- other generally available third party web browsers;
- "frames" any HTC service or any HTC website or otherwise makes it look as if you have a relationship with HTC or that HTC has endorsed you for any purpose; or
- attempts to impersonate a HTC employee, agent, manager, host, administrator, moderator, another user or any other person through any means.

You will not use any form of automated device or computer program that enables the submission of postings without the express written consent of HTC Corporation.

## Termination and Cancellation

HTC reserves the right, at its sole discretion, to review and remove user content without notice, and to delete content and user accounts. HTC reserves the right, at its sole discretion, to ban participants or terminate access to services.

### Rights and Responsibilities

We encourage you not to share information that others could use to harm you. We encourage parents to be aware of and help exercise control over content posted by and activities of their minors to keep them safe online. HTC is not responsible for the content of any user-created posting, listing or message. The decision to view content or engage with others is yours. We advise you to use your judgment.

You are responsible for protecting your computer against interference, spyware or viruses that may be encountered for downloaded items from the service. We recommend you install a virus protection program on your computer and keep it up to date.

HTC reserves the right to amend or change the Code of Conduct or any service at any time without notice. We encourage you to review these guidelines periodically to ensure you are in compliance.

Some information you provide or upload to the service may be stored outside of the country in which you reside.

You can report abuses of this Code of Conduct to global-privacy@htc.com

All activity on the service is also governed by the HTC Corporation Terms and Conditions last updated on July 20, 2011.



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CCPA-Do Not Sell My Personal Information