RStudio, Inc.
Website Terms and Conditions of Use
Last Updated: February 15, 2018

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3. Your Use of the Site.

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4. Purchases; Other Terms and Conditions

Additional terms and conditions may apply to purchases of goods or services, downloads of software, and to specific portions or features of the Site, including community forums, contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference, such as and including without limitation EULA, RStudio Service Terms of Use, Individual Contributor Agreement , Corporate Contributor Agreement, Connect Beta Terms of Use among others.

You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to purchase, use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

RStudio's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

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MATERIALS OR PRACTICES OF ANY THIRD PARTY.

5.   Communications.

Except for any disclosure by you for technical support purposes, or as specified in our Privacy Policy, all communications from you to RStudio will be considered non-confidential and non-proprietary. You agree that any and all comments, information, feedback and ideas regarding RStudio, its products or services, that you communicate to RStudio ("Feedback") will be deemed, at the time of communication to RStudio, the property of RStudio, and RStudio shall be entitled to full rights of ownership, including without limitation, unrestricted right to use or disclose such Feedback in any form, medium or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you.

You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use this Site to distribute, link to or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third party intellectual or privacy rights.

6.   Access to Password Protected or Secured Areas; Privacy.

Access to and use of password protected or secured areas of this Site is restricted to authorized users only and certain features or services offered on or through the Site may require you to open an account (including setting up an RStudio ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify RStudio immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by RStudio or any other user of or visitor to the Site due to someone else using your RStudio ID, password or account. You will not misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any Content you are exposed to through this Site.

RStudio's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. To view RStudio's Privacy Policy, please visit http://www.rstudio.com/about/privacy-policy/. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

7. Monitoring.

RStudio reserves the right to review your communications on this Site to determine whether you comply with these Terms of Use and any other applicable polices or terms and conditions of RStudio applicable to your use of the Site. RStudio will not have any liability or responsibility for the content of any communications you post to this Site, or for any errors or violations of any laws or regulations by you. RStudio will comply with any court order in disclosing the identity of any person posting communications on this Site. It is advisable that you review our Privacy Statement before posting any such communications.

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10. Indemnification.

You agree to indemnify, defend and hold RStudio, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from and against any demands, loss, liability, claims or expenses (including attorneys' fees) arising out of, based on or in connection with your access and/or use of this Site

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The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

RStudio reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

13. Violations of these Terms of Use

RStudio may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) RStudio's rights or property, or the rights or property of visitors to or users of the Site, including RStudio customers. RStudio reserves the right at all times to disclose any information that RStudio deems necessary to comply with any applicable law, regulation, legal process or governmental request. RStudio also may disclose your information when RStudio determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that RStudio may preserve any transmittal or communication by you with RStudio through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or RStudio determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of RStudio, its employees, users of or visitors to the Site, and the public.

You agree that RStudio may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to RStudio, for which monetary damages would be inadequate, and you consent to RStudio obtaining any injunctive or equitable relief that RStudio deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies RStudio may have at law or in equity.

You agree that RStudio may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If RStudio does take any legal action against you as a result of your violation of these Terms of Use, RStudio will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to RStudio. You agree that RStudio will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

14.   Export Restrictions.

The United States export control laws and regulations, including the Export Administration Regulations of the U.S. Department of Commerce, and other applicable laws and regulations apply to this Site which prohibit the export or re-export of content, products, services, and technology to certain countries and persons. You agree to comply with all export laws, regulations and restrictions of the United States and any foreign agency or authority and assume sole responsibility for any such unauthorized exportation.

15. Applicable Laws.

All matters relating to your access and use of Site shall be governed by the federal laws of the United States and the laws of The Commonwealth of Massachusetts, without regard to its conflicts of laws provisions. You agree to the personal jurisdiction and venue in the federal and state courts located in Boston, Massachusetts, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between RStudio and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

16. General.

Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. RStudio reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use and any other applicable RStudio policies and terms and conditions applicable to you constitute the entire agreement between you and RStudio with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and

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