



COMPLIANCE DOCUMENT

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This Compliance Document describes certain terms, features, restrictions, licenses and notices associated with providing the Lexer Services. Please refer to your Master Services Agreement and associated Work Orders (or similar documentation) for additional compliance information.

1 User Access Restrictions

The following applies when you are required to create an account and specify a password on one of Lexer's websites in order to access Lexer Services.

- To create an account, you must be at least 18 years old and you must provide truthful and accurate information about yourself. Don't try to impersonate anyone else when you create your account.
- If your information changes at any time, please update your account to reflect those changes.
- You may not share your account with anyone else. Please keep your password confidential, and try not to use it on other websites. If you believe that your account has been compromised at any time, please notify your system administrator.

2 Your Posts

We may provide opportunities for you to post text, photographs, videos, or other information (collectively, "Your Posts") on social media networks (including Twitter, Facebook and Instagram) and other owned or third party systems via the Lexer services. You can only post Your Posts if you own all the rights to that content, or if another rights holder has given you permission.

You do not transfer ownership of Your Posts simply by posting it. However, by posting Your Posts, you grant us, our agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use Your Posts. Without those rights, we couldn't offer Lexer Services. Please note that this license continues even if you stop using Lexer Services.

You agree to indemnify, release, and hold us harmless from any all liability, claims, actions, loss, harm, damage, injury, cost or expense arising out of any of Your Posts you post.

3 Third Party Platforms

The Lexer Services allow users to interact with, including accessing Content from, social media and other websites, third party services, and platforms, including websites operated by or on behalf of a customer of the Lexer Services (collectively "Third Party Platforms"). While your use of the features connected with Third Party Platforms is governed by our Agreement with you, your access and use of Third Party Platform features and the services provided through the Lexer Services is governed by the terms of service and other agreements posted on these sites. You are responsible for ensuring that your use of those sites complies with any applicable terms of service or other agreements. The following applies in relation to your use of the features connected with Third Party Platforms:

- Customers must enable the Lexer Services to access their Third Party Platform accounts, as applicable.
- The Lexer Services may access, collect, process, and/or store information or data from Third Party Platform accounts (including, but not limited to, information and data otherwise classified as Customer Data under a customer's agreement with Lexer).



- Lexer may, without notice to customers, delete from the Lexer Services any information or data retrieved from Third Party Platforms to the extent so required by Third Party Platform providers, and, in the event customers have exported such information or data from the Lexer Services to other Lexer services, then such exported information or data may also be subject to deletion without notice.
- Customers are solely responsible for: (i) any information or data their users provide to any Third Party Platform; (ii) their users' interactions with or communications with third parties through any Third-Party Platforms; and (iii) any transactions relating to a separate agreement or arrangement between customers or their users and any Third-Party Platform provider or website.

The following notices apply to certain key Third Party Platforms or other third party services that interoperate with the Lexer Services.

- Facebook Interaction with Facebook services and use of Facebook content must comply with customer's agreement with Facebook (if any), the Facebook Statement of Rights and Responsibilities, and the Facebook Platform Policy.
- Foursquare Interaction with Foursquare services and use of Foursquare content must comply with customer's agreement with Foursquare (if any), the Foursquare Terms of Use, Foursquare Platform Policy and Foursquare API License Agreement
- Google+ Interaction with Google+ services and the use of Google+ content must comply with the customer's agreement for Google+ and/or the Google+ Terms of Service and the Google+ Public API terms.
- Instagram Interaction with the Instagram services and the use of Instagram content must comply with customer's agreement with Instagram, including the Instagram Terms of Use and API Terms of Use.
- LinkedIn Interaction with LinkedIn services and the use of LinkedIn content must comply with the customer's agreement with LinkedIn (if any), the LinkedIn User Agreement, and the LinkedIn Public API terms.
- Pinterest Interaction with the Pinterest services and the use of Pinterest content must comply with customer's agreement with Pinterest (if any), the Pinterest Terms of Service, and Developer Terms.
- Twitter Twitter content for the Lexer Services is provided directly to Lexer under an agreement with Twitter. Interaction with Twitter's ads services must comply with the Twitter Ads Master Services Agreement. Interaction with Twitter services and use of Twitter content must comply with customer's agreement with Twitter (if any), the Twitter Terms of Service, the Twitter Rules, the Twitter privacy policy, and the Twitter Public API terms.
- WordPress Interaction with the WordPress services and the use of WordPress content must comply with the WordPress Terms of Service.
- YouTube Interaction with YouTube services and the use of YouTube content must comply with the YouTube Terms of Service and the YouTube Public API terms.

4 Restricted Uses of Information

Information accessed by customers via the Lexer Services may not be used for any purpose related to:

- imitating or impersonating another person or his, her or its email address;
- generating or facilitating unsolicited email (spam), for example in violation of the U.S. CAN- SPAM Act or any other applicable anti-spam law;
- establishing an individual's eligibility for credit, employment or insurance, or for any other consumer-initiated transaction, for example as such terms are defined in the U.S. Fair Credit Reporting Act or any similar law;
- creating false accounts for the purpose of sending spam; or
- sending email to individuals who have asked not to receive future messages from the customer.



The Lexer Services enable customers to use cookies and/or other tracking technologies. Customer shall be solely responsible (i) for assessing whether such technologies can be used in compliance with applicable legal requirements, and (ii) for providing notice and/or obtaining consent, as may be required by law, for such use of cookies and/or other tracking technologies. Lexer disclaims any liability to customer or any third parties arising from customer's use of any cookies and tracking technologies.

5 Sensitive Personal Data

The following types of sensitive personal data may not be submitted to the Lexer Services:

- Government-issued identification numbers;
- Financial information (such as credit or debit card numbers, any related security codes or passwords, and bank account numbers);
- Information related to an individual's physical or mental health; and
- Information related to the provision or payment of health care.

6 Prohibited Material

Customers may not use the Lexer Services for advertising, sending electronic messages or for the creation and hosting of, or for posting material on, external websites (the "External Services") to display, store, process or transmit, or permit use of External Services to display, store, process or transmit:

- Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
- Obscene, excessively profane material or otherwise objectionable material;
- Hate-related or violent material including material advocating discrimination or racial, religious or ethnic intolerance or material advocating or advancing computer hacking or cracking;
- Material related to phishing or drug paraphernalia;
- Malicious Material;
- Unlawful software;
- Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious scripts, agents or programs; or
- Material that violates or encourages conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.

7 Prohibited Actions

Customers may not, and may not allow any third-party, including its users, to use an External Service to:

- Generate or facilitate unsolicited commercial email (spam). Such prohibited activity includes, but is not limited to:
 - sending communications or email in violation of the CAN-SPAM Act or any other applicable anti-spam law or regulation;
 - imitating or impersonating Lexer, another person or his, her or its email address, or creating false accounts for the purpose of sending spam;
 - data mining or harvesting any web property (including any External Service) to find email addresses or other user account information;
 - sending unauthorized mail via open, third-party servers;
 - sending email to users who have requested to be removed from a mailing list;



- selling to, exchanging with, sharing with or distributing to a third party personal information, including the email addresses of any person without such person's knowing and continued consent to such disclosure;
 - or
 - sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no preexisting relationship;
- Send, upload, distribute or disseminate, or offer to do the same with respect to, unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, excessively profane or otherwise objectionable material;
- Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- Conduct or forward multi-level marketing, such as pyramid schemes and the like or engage in any unauthorized commercial purpose;
- Engage in phishing;
- Generate or facilitate SMS, MMS, or other text messages or push notifications in violation of the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other applicable law including anti-spam, telemarketing or telephone consumer protection laws or regulations;
- Use the External Services in any manner that violates any applicable industry standards, third party policies or requirements that Lexer may communicate to its users, including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, the Self-Regulatory Principles as directed by the Digital Advertising Alliance and the Network Advertising Initiative or any other accepted industry associations, carrier guidelines or other industry standards;
- Transmit material that may be harmful to minors;
- Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
- Impersonate another person, entity or Lexer (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
- Violate the rights (such as rights of privacy or publicity) of others;
- Promote or encourage illegal activity;
- Interfere with other users' enjoyment of an External Service;
- Engage in activity in connection with illegal peer-to-peer file sharing;
- Engage in or promote gambling, or run a gambling operation;
- "Mine" bitcoins and other cryptocurrencies;
- Sell, distribute or export prescription drugs or other controlled substances;
- Sell, distribute or promote drug paraphernalia;
- Access (including through any interfaces provided with an External Service), any Lexer product or service, or other service or website, in a manner that violates the terms for use of or access to such service or website;
- Operate an "open proxy" or any other form of Internet proxy service that is capable of forwarding requests to any end user or third party-supplied Internet host;
- Perform significant load or security testing without first obtaining Lexer's written consent;
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Service or reformat or frame any portion of the web pages that are part of the Service's administration display;
- Access a third party web property for the purposes of web scraping, web crawling, web monitoring, or other similar activity through a web client that does not take commercially reasonable efforts to identify itself via a unique User Agent string describing the purpose of the web client and obey the robots exclusion standard (also known as the robots.txt standard), including the crawl-delay directive; or
- Use the External Service in any manner that would disparage Lexer.



8 Mentions

Mentions are made available to Customers through the Lexer Services subject to the following conditions.

- Lexer does not own or control Mentions.
- Mentions may be indecent, offensive, inaccurate, unlawful or otherwise objectionable.
- Lexer is not obligated to preview, verify, flag, modify, filter, store or remove any Mentions, even if requested to do so by a customer, although Lexer may do so in its sole discretion.
- Mentions may be used to create aggregations which do not reveal individual Mentions. These aggregations may be made available to third parties.
- The Lexer Services provide customers with the source URL for Mentions, enabling direct access to, and the complete text of, each Mention from its original location so long as the applicable Mention is still available from its original source.
- Mentions are provided for a customer's internal use only and may not be redistributed or made available to third parties.
- Customers are responsible for complying with customer's privacy obligations, including applicable laws and customer's data privacy policies, in their collection and use of Mentions via the Lexer Services.
- Mentions are presented to customers in snippet form of up to 310 characters and are therefore decontextualized.
- Customers and their users accessing Mentions from jurisdictions that require a shorter form of snipping are prohibited from accessing such Mentions. The Lexer Services collect and store Mentions, which may include personal data, without consent. For customers subject to legal requirements that permit the processing of personal data that is publicly available, customers can, when searching for Mentions, limit their search queries to return Mentions that are publicly available or have been recently made publicly available. Customers can select to retrieve Mentions derived from: (i) sources that provide Lexer with regular updates and deletion notices in relation to the Mentions provided by such source, such as Twitter; and/or (ii) a specific time period so as to only retrieve recently published Mentions. Further information about these controls are set forth in the Marketing Cloud help and user documentation.

9 Crawled Content

The Lexer Services provide customers with access to Content that has been made publicly available on the Internet, including, but not limited to, links, posts and excerpts (each individual link, post or excerpt is referred to as a "Mention"). The Lexer Services may provide access to Mentions that are sourced from the Internet and not through a direct license agreement ("Crawled Content").

- Crawled Content is gathered by web crawlers (or robots) operated by Lexer and by web robots operated by third parties under agreements with Lexer.
- All web robots used by Lexer honor robots.txt protocols.
- Lexer promptly complies with requests from owners, providers, and/or licensors of Crawled Content to discontinue making available their Crawled Content from the Lexer Services.

10 Attribute Categories/Tags

Lexer attributes are categorised and/or tagged using Google Verticals and Wikipedia Content, both of which have been created using the Creative Commons Attribution 3.0 License.



11 U.S. Digital Millennium Copyright Act

Each customer must (i) comply with any notices received under Title II of the Digital Millennium Copyright Act of 1998 (Section 512 of the U.S. Copyright Act) (the "DMCA") or the European Union Council Directive 2000/31, On Certain Legal Aspects of Information Society Services, in Particular Electronic Commerce, in the Internal Market or other counterparts or their local counterparts, (ii) publicly display a description of its notice and takedown process under the DMCA on its instance of the External Services, and (iii) comply with that description.

If Lexer receives a notice alleging that material on a customer's instance of an External Service infringes another party's intellectual property, Lexer may disable that customer instance of the External Service or remove allegedly infringing material. If Lexer receives more than one such notice for the same customer, Lexer reserves the right to immediately terminate such customer's subscriptions to the External Service as deemed necessary by Lexer to ensure continued protection under the safe harbor provisions under the DMCA or to prevent violations of other applicable laws or third parties' rights.

