

Terms & Conditions

1. Scope and Access

These Terms govern your access to and participation in the SAI360 Community Platform. By accessing or using the Community, you agree to these terms and any applicable policies referenced herein. Should there be any questions or issues, please let us know via mail to support(at)gainsight.com.

2. Definitions

“Community” means any community features or forums made available by Company.

"Company" means SAI360, Inc., a Delaware corporation with its principal place of business at 205 W. Wacker Dr., Suite 1800, Chicago, IL 60606, and includes its affiliates, subsidiaries, and authorized agents and third party moderators and hosting vendors acting on its behalf.

“Content” means any text, information, data, graphics, messages, sounds, videos, content, code, scripts, software or other materials.

“Company Service” means the products and service offered by the Company by community.sai360.com, having its address at 205 W. Wacker Drive, Chicago, IL, 60606 USA.

“User Content” means any Content that a User submits for the Community, including templates, stickers, descriptions, testimonials, feedback, comments, suggestions, requests, questions or other inquiries regarding the Company Service. The term “submit” includes submitting, posting, uploading or otherwise making available User Content on or through the Community.

3. User Conduct

You agree not to:

- Post unlawful, offensive, or infringing content;
- Violate the intellectual property rights of others;
- Share private or confidential information, including your own or others', unless permitted;
- Impersonate another person or misrepresent your affiliation;
- Interfere with or disrupt the Community or its security features;
- Change the subject of a discussion to something not intended by the original poster; and
- Do any off-topic posting or “hijacking” of threads.

4. User Content and License

You retain ownership of any User Content. However, by posting or submitting User Content, you grant SAI360 and other users a non-exclusive, royalty-free, irrevocable, perpetual, sublicensable license to use, reproduce, display, distribute, and adapt your content both within and outside the Community, including for marketing or promotional purposes, subject to applicable law.

5. Restrictions on Use and Competitive Access

You agree not to use the Community for any commercial, benchmarking, or competitive purposes. Without the express written consent of SAI360, you may not reproduce, copy, modify, publish, distribute, or otherwise use any content made available in the Community, including user-generated posts, support materials, or proprietary resources.

You further agree that you will not access or use the Community on behalf of, or in connection with, any competitor of SAI360 or for the purpose of developing a competing product or service.

6. Moderation and Community Management

SAI360 may, but is not obligated to, monitor or review User Content. We reserve the right to remove any content that violates these Terms under all applicable laws.

Users are solely responsible for the enforcement of any of your rights to the User Content and we shall not be held liable or responsible for providing assistance to Users regarding the same. We have no responsibility and make no promises about User Content Users may encounter on the Community, including whether it infringes third-party rights or its reliability, accuracy, usefulness or safety. Users agree not to hold us responsible in any way for any User Content encountered.

7. Proprietary Rights

The Community contains proprietary and confidential information that is protected by intellectual property and other laws. We and our suppliers retain all right, title and interest in and to the Community, any Content on the Community (other than User Content) and the Company Service. We retain all rights to our branding, logos, trademarks and service marks and nothing in these Term grant Users rights to use them.

8. No Commercial Use

Users may not use the forum for (commercial) activities such as the advertising or sale of products or services, the sending of commercial messages (spam), the offering of (interactive) games or the advertising of other chat forums or websites.

9. No Sharing of Private Information

Please refrain from sharing personal information (telephone numbers, email addresses, etc.) of yourself, other people or companies. Company may collect, process and store certain personal data. For detailed information on how this is done and handled, please refer to the Company's Privacy Policy which is accessible via [Privacy Policy - SAI360](#).

10. No Multiple Accounts

It is not allowed to own multiple accounts on this Community. If the Community Team detects double accounts all secondary accounts will be banned.

11. Moderator Actions

The Community Team reserves the right to change or remove Content or to restrict access to individual Users, should it be regarded as necessary at any time without notice. It is not allowed to discuss any Moderation actions in public, should you disagree with an action taken then please contact a Moderator or the Community Manager via private message. We make no guarantee or representation to store or make available on the Community any of the User Content for any length of time.

12. Be careful

All Users on this Community are here to help, however nobody can be held responsible for any negative consequences resulting out of information derived from this Community.

13. Termination

SAI360 may suspend or terminate your access to the Community with notice for violation of these Terms. In cases of egregious misconduct (e.g., abuse, fraud), termination may occur without notice. We may delete User accounts, passwords, User Content and restrict Users from further use of the Community in our discretion in accordance with internal retention policies and applicable law.

User Content may continue to be made available on the Community, or elsewhere as permitted under these Terms and Conditions, even if use of the Community is terminated or suspended. We have no liability to you or any third party for any termination or suspension, nor will any termination or suspension limit any rights or remedies available.

14. Warranty Disclaimer

THE COMMUNITY AND ALL CONTENT IS PROVIDED “AS IS”, AND USE IS AT THE USERS OWN RISK AND DISCRETION. NO WARRANTIES ARE MADE WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO WARRANTY IS MADE THAT THE USE OF THE COMMUNITY WILL BE UNINTERRUPTED OR ERROR-FREE.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS HAVE NO LIABILITY FOR (i) ANY USER CONTENT, (ii) ANY ACTIONS TAKEN BY ANY USER (OR ANY ACTIONS NOT TAKEN) BASED IN ANY CONTENT, (iii) ANY VIRUSES OR HARMFUL CODE ON OUR IN THE COMMUNITY OR ANY CONTENT, OR (iv) OTHERWISE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOSS OF USE, LOST INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS OR INTERRUPTION OF BUSINESS, TO THE EXTENT ANY OF THE ABOVE LIMITATIONS ARE NOT ENFORCEABLE AT LAW, OUR ENTIRE LIABILITY UNDER THESE TERMS AND CONDITIONS WILL NOT EXCEED \$100. THESE LIMITATION AND EXCLUSION

APPLY REGARDLESS OF THE FORM OF ACTION these limitations and exclusions apply regardless of the form of action, whether in contract, tort, strict liability or otherwise.

16. Indemnity

Users agree to defend (at our request), indemnify and hold SAI360 and its affiliates harmless from and against any claim arising from or related to: (i) any individual Users use or attempted use of the Community in violation of these Terms and Conditions, (ii) your violation of any law or rights of any third party, or (iii) any User Content you submit to the Community, including any claim of infringement, misappropriation or violation of any intellectual property, privacy or other rights.

17. Cookies

This platform uses cookies to personalize content and improve your experience. A cookie is a small piece of information that is stored on your computer as a file. Cookies enable us to recognize your computer on a subsequent visit. Cookies do not store personal information.

a. How we use cookies

Information we obtain from cookies are used to analyze our Community. We use this data to adjust the Community to your personal preferences. Finally, when sending information about our products and services, we can take your previous interest for certain pages into account.

b. Cookie setting

You choose which cookies you want to allow. You can do so by clicking on the “Cookie settings” link in the footer of any page, adjust your preferences and submit. You will then be asked to choose your settings again. There are 3 settings: Basic, Normal and Complete.

- Basic: Functional
- Normal: Functional + analytics
- Complete: Functional + analytics + social media + embedded videos

c. Refuse cookies

Don't you want to use cookies at all? Visit the help pages of your browser to turn off or reject cookies. Be aware, it is possible that not everything works or is displayed correctly when refusing cookies.

18. Tracking / Analytics

We collect browsing data from you to continuously improve your experience. We will not spam you nor sell it to other parties.

19. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles. You agree that any legal action or proceeding arising under or related to these Terms shall be brought exclusively in the state or federal courts located in Delaware, and you consent to the personal jurisdiction and venue of such courts.

20. Changes to these Terms and Conditions

Company may modify these Terms and Conditions from time to time. Unless we specify as otherwise, changes will become effective upon our posting of the updated Terms and Conditions and the updated Terms and Conditions will apply to all use of the Community after they are posted.