

ELEMENT ACCEPTABLE USE POLICY

PLEASE READ THIS ACCEPTABLE USE POLICY CAREFULLY BEFORE USING THIS PLATFORM

What's in this acceptable use policy?

This acceptable use policy tells you the rules for using Element.io software and services (collectively, our **platform**). Our software and services may be hosted by us or a third-party organisation (which may or may not be a direct customer of Element).

This policy is aimed at any individuals using the platform, whether those individuals are themselves direct customers of Element, or are granted access to the platform by a customer of Element.

Who we are and how to contact us

The Element platform is provided by New Vector Limited (a company registered in England and Wales under company number 10873661, with registered office at 10 Queen Street Place, London, United Kingdom, EC4R 1AG), its French subsidiary: Element Software SARL, its U.S. subsidiary: Element Software Inc, its German subsidiary: Element Software GmbH and their agents (trading as Element) ("We").

We are a limited company.

To contact us, please email support@element.io.

By using our platform you agree to comply with this acceptable use policy

By using our platform, you confirm that you accept the terms in this acceptable use policy and that you agree to comply with them. You must be at least 16 years old to use our platform.

If you do not agree to this acceptable use policy, you must not use our platform.

You are also responsible for ensuring that all persons who access our platform through your internet connection are aware of this acceptable use policy and other applicable terms and conditions, and that they comply with them.

There are other terms that may apply to you.

This acceptable use policy refers to the following additional terms, which also apply to your use of our platform:

- Our Privacy Policy <https://element.io/privacy>. See further under the section headed **How we may use your personal information**.
- Our Cookie Policy <https://element.io/cookie-policy>, which sets out information about the cookies on our platform.

If you are using our services, the terms relevant to you in our Legal section <https://element.io/legal> will apply.

If you are using the platform because an organisation for which you work or with which you are associated has purchased services from us, or an organisation has otherwise granted you access to their instance of the platform, there may be additional requirements for you to comply with set out in our contract with that organisation. Generally this will be the entity whose homeserver is running the platform. Further, that organisation may impose its own requirements and terms on you when using our platform that you should comply with. The organisation in question should notify you of such requirements and terms.

We may make changes to this acceptable use policy

We may amend this acceptable use policy from time to time. Every time you wish to use our platform, please check this acceptable use policy to ensure you understand the terms that apply at that time. This acceptable use policy was most recently updated on 16 December 2022.

We may suspend or withdraw our platform

We do not guarantee that our platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You must keep your account details safe

If you choose, or you are provided with, a password, encryption keys, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party and you must store it securely.

You should make use of cross-signed device verification for devices accessing your account and minimise the number of verified devices by periodically reviewing and removing unused, lost or stolen devices.

We have the right to deactivate and/or delete your account and password, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this acceptable use policy.

If you know, or suspect that anyone other than you knows, your password or encryption key, you must promptly notify the manager of your homeserver. If we are the manager, contact us at support@element.io.

Open-Source Commitment

Element is a software company that supports and incorporates Open-Source Software components into its software, with the platform (excluding such software that is proprietary to Element and not made available as Open-Source Software) being made available as Open-Source Software in accordance with the applicable open-source licence terms as referenced in the source code repository accessible via the Element website. Nothing in this acceptable use policy in respect to any Open-Source Software component provided by us is intended to conflict with the applicable open-source licence, and in the event of any conflict the applicable open-source licence shall prevail.

How you may use material on our platform

We are the owner or the licensee of all intellectual property rights in our platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. Except in respect of those parts of the platform made available as Open-Source Software, all such rights are reserved.

Our status (and that of any identified contributors) as the authors of content on our platform must always be acknowledged (except where the content is user-generated).

Except in respect of those parts of the platform made available as Open-Source Software, you must not use any part of the content on our platform for commercial purposes without obtaining a licence to do so from us or our licensors.

If you copy, download, share or repost any part of our platform in breach of this acceptable use policy, your right to use our platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this platform

The content on our platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our platform.

We make no representations, warranties or guarantees, whether express or implied, that the content on our platform is accurate, complete or up to date.

We are not responsible for platforms we link to

Where our platform contains links to other sites or platforms and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked sites or platforms or information you may obtain from them.

We have no control over the content of those sites, platforms or resources.

User-generated content is not approved by us

This platform may include information and materials uploaded by other users of the platform, including to social media pages, video-sharing platforms, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our platform do not represent our views or values.

How to complain about or report content hosted by Element

If you become aware of any material hosted on Element servers that could comprise or be connected to child sexual abuse or exploitation or that could comprise terrorist content or be connected to terrorism, you may contact us on abuse@element.io.

Please note that we have limited ability to moderate hosted cloud customers content (we cannot amend or delete content or suspend users) as we are generally not provided with access to such content by the customer.

If we receive any such complaint about content, we shall contact the customer with the details provided to us, and this shall be the extent of the action we can be required to take.

How to complain about or report content not hosted by Element

If you wish to complain about any other content not hosted on Element servers, including self hosted customers, please also contact us on abuse@element.io.

Please note that we have limited ability to moderate content or users in any way (we cannot amend or delete content or suspend users) as we are generally not provided with access to such content by the owner of the homeserver hosting the platform.

If we receive any such complaint about content, we shall contact the owner of the homeserver with the details provided to us, and this shall be the extent of the action we can be required to take.

In some circumstances we may be able to (but shall not be obliged to) render certain homeservers as unsearchable or apply a “not safe for work” or “NSFW” filter against said homeserver or room.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services by Element, which will be set out in the relevant terms and conditions that apply to the services being provided: <https://element.io/legal>.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our platform or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - o use of, or inability to use, our platform; or
 - o use of or reliance on any content displayed on our platform.

In particular, we will not be liable for:

- o loss of profits, sales, business, or revenue;
- o business interruption;
- o loss of anticipated savings;
- o loss of business opportunity, goodwill or reputation; or
- o any indirect or consequential loss or damage.

If you are a consumer user:

Please note that we only provide our platform for domestic and private use. You agree not to use our platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

We will only use your personal information as set out in our <https://element.io/privacy>.

Uploading content to our platform

Whenever you make use of a feature that allows you to upload content to our platform, or to make contact with other users of our platform, you must comply with the sections below headed Prohibited uses and Content standards.

You warrant that any such contribution does comply with those sections, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

You retain all of your ownership rights in your content, and any third-party shall retain ownership rights in their content that is uploaded to the platform, but you are required to grant us a limited licence to use, store and copy that content and (if federation is enabled for your server) to distribute and make it available to third parties, including other users of our platform. The rights you licence to us are described in *Rights you are giving us to use material you upload*. You must also ensure that you have the right to upload content to the platform.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our platform constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove any posting you make on our platform if, in our opinion, your post does not comply with the sections below headed Prohibited uses and Content standards.

You are solely responsible for securing and backing up your content.

You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

Prohibited uses

You may not use our platform:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the section below headed Content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- In any way that involves child sexual exploitation or abuse.
- To upload terrorist content.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our platform in contravention of this acceptable use policy.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our platform;
 - any equipment or network on which our platform is stored;
 - any software used in the provision of our platform; or

- o any equipment or network or software owned or used by any third party.

Interactive services

The services provided on our platform are generally interactive, including, without limitation:

- Video-sharing facilities.
- Chat rooms.
- Bulletin boards.

(interactive services.)

We are under no obligation to oversee, monitor or moderate any part of our platform, and we expressly exclude our liability for any loss or damage arising from the use of our platform by a user in contravention of our content standards.

Content standards

These content standards apply to any and all material which you contribute to our platform (**Contribution**), and to any interactive services associated with it.

The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability or disease.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Encourage behaviour prejudicial to health or safety.
- Encourage behaviour grossly prejudicial to the protection of the environment.

- Cause physical, mental or moral detriment to persons under the age of 18.
- Directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity.
- Give the impression that the Contribution emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.

Breach of this policy

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Any breach may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our platform.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our platform.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Rights you are giving us to use material you upload

When you upload or post content to our platform (including contributions to our GitHub repository and error reports you submit to us), you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content solely in order to provide our services and make the platform available, to expire when the user deletes the content from the platform;
- a worldwide, non-exclusive, royalty-free, transferable licence for other users to use the content for their purposes.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our platform will be secure or free from bugs or viruses. You agree not to exploit any errors or bugs you discover when using our platform. You agree to report any such vulnerabilities you discover to security@element.io.

You must not submit excessive or vexatious error reports to us.

You are responsible for configuring your information technology, computer programmes and software to access our platform. You should use your own virus protection software.

You must not misuse our platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our platform, the server on which our platform is stored or any server, computer or database connected to our platform. You must not attack our platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our platform will cease immediately.

Rules about linking to our platform

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our platform in any site or platform that is not owned by you.

We reserve the right to withdraw linking permission without notice.

The site or platform in which you are linking must comply in all respects with the content standards set out in this Acceptable Use Policy.

If you wish to link to or make any use of content on our platform other than that set out above, please contact support@element.io.

Which country's laws apply to any disputes?

This acceptable use policy, its subject matter and formation (and any non-contractual disputes or claims) are governed by the laws of the jurisdiction in which you are incorporated (where you are a business) or in which you have your main residence (where you are a consumer), provided that, you are located in (a) the Americas (in which case the laws of New York shall apply); (b) Germany; or (c) France and rest of Europe. In all other cases, the laws of England and Wales shall apply. We both agree to the exclusive jurisdiction of the courts of the jurisdiction in which you are incorporated (where you are a business) or in which you have your main residence (where you are a consumer) provided that you are located in (a) the Americas (and in which case the place of jurisdiction shall be New York); (b) Germany; or (c) France and rest of Europe. In all other cases, the courts of England and Wales shall have exclusive jurisdiction.

Our trade marks are registered

You are not permitted to use our trade marks without our approval, unless they are part of material you are using as permitted under the section headed *How you may use material on our platform*.

Document History

- 2023, January 27: Created