IMPORTANT-READ CAREFULLY: THIS PRODUCT ADDENDUM (THIS “ADDENDUM”) IS BINDING AND ENFORCEABLE BETWEEN YOU (“CUSTOMER”) AND EXACTTARGET, INC., A DELAWARE CORPORATION HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 20 NORTH MERIDIAN STREET, SUITE 200, INDIANAPOLIS, INDIANA 46204, FOR ITSELF AND ITS AFFILIATES (“EXACTTARGET”). “YOU” REFERS TO THE ENTITY OR ORGANIZATION USING THE PRODUCT DESCRIBED IN THIS ADDENDUM. BY SIGNING AN ORDER FORM TO USE THE PRODUCT, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THIS ADDENDUM. YOU SHALL INFORM ALL USERS OF THE PRODUCT OF THE TERMS AND CONDITIONS OF THIS ADDENDUM.

This Addendum was last updated on March 4, 2013. It is effective between You and ExactTarget as of the date of You accepting this Addendum.

Pursuant to the Master Services Agreement (“MSA”) between ExactTarget and Customer and any additional terms set forth in this Addendum, Customer hereby agrees to subscribe to, and ExactTarget agrees to furnish, the Social Services Product described below. Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the MSA. This Addendum, when signed by authorized representatives of each of the parties, shall become part of the Agreement.

Customer orders the social services described in an Order Form (“Social Services”) and shall pay for the Social Services as set forth in such Order Form. The Social Services shall be available to Customer as of the Start Date and shall be available for the Subscription Term, both as described in the Order Form.

Subscription Fees

Social Service fees do not include any additional fees that Twitter Inc., Facebook, Inc., or other social media platforms integrated with the Social Services may charge now or in the future for personal or commercial accounts. Should one or more applicable social media platforms begin to charge such fees, Customer’s fee shall be increased by an amount equal to its pro rata share of the fees charged to ExactTarget by such platform or Customer shall enter into a separate commercial agreement with the applicable platform.

Copyright and Content Ownership

Customer’s profile and materials uploaded into the Social Services remain Customer’s.

The look and feel of the Social Services are copyrights of ExactTarget, and all rights are so reserved. Customer may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from ExactTarget.

Terms of Use

Customer understands that full functionality of the Social Services is dependent on the availability and performance of services provided by third party social media platforms, and that the Social Services will be significantly impaired during any period in which these third-party services are not available.

ExactTarget may, but shall have no obligation to, remove content and accounts containing content that ExactTarget determines in its sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable, or that violates any third party’s intellectual property right, any Applicable Law, or this Addendum.
Verbal, physical, written or other abuse (including threats of abuse or retribution) of any ExactTarget customer, employee, officer, or director may result in immediate termination of this Addendum and Customer’s account.

Customer understands that the technical processing and transmission of the Social Services, including Customer’s content, may be transferred unencrypted and involve (a) transmissions over various networks, and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Customer shall use its best efforts to conform to “spam” policies determined and enforced by ExactTarget and supported social media platforms. Customer understands and acknowledges that failure to comply with such spam policies or other terms and conditions of supported social platforms may impact its ability to publish and receive messages through the Social Services.

Customer is responsible for all content posted and activity that occurs under its account. Customer may not use the Social Services for any illegal or unauthorized purpose or in a way that violates any Applicable Law. Customer shall not transmit any worms or viruses or any code of a destructive nature.

A user of the Social Services must provide a valid email address, and any other information requested in order to complete the signup process.

Users of the Social Services must be a human. Accounts registered by “bots” or automated methods are not permitted.

Service level agreements for other ExactTarget Products and technical support do not automatically apply to the Social Services. Except as modified by this Addendum, the MSA remains unmodified and in full force and effect and Customer hereby ratifies and reaffirms acceptance of all terms and conditions of the MSA.