

Dell Community Forum Terms of Service

(Last Update: December 5, 2007)

IMPORTANT -- PLEASE READ: These Terms of Service, the Dell Website [Terms of Use](#) and Dell's [Privacy Policy](#) govern your use of the Dell Community Forum. These Terms of Service describe the proper kinds of conduct and prohibited uses of the Dell Community Forum. These terms are not exhaustive and Dell reserves the right to modify them at any time, effective upon posting of the modified terms on the Community Forum. By registering as a user or using the Community Forum, you agree to abide by these terms as modified from time to time. Any violation of these terms may result in the suspension or termination of your right to access the forum.

Permissible Uses

Dell believes that the Community Forum is a valuable place for Dell customers to exchange information and learn from one another. Like any community, the Forum is most valuable when everyone follows certain basic guidelines and rules of conduct. The Community Forum Terms of Service sets forth these Rules and Guidelines so that you know what is expected of you and what you can expect from other participants when using the Forum.

At Dell, we want the Community Forum to be appropriate, friendly, informative, **safe** and fun for all of our users. We want our users to utilize the Forum only to answer questions, correct problems, and learn more about Dell products and services. If everyone follows the Terms of Service, then the Forum will remain a fun and informative community. **Use of the Dell Community Forum is limited to participants aged 13 and over.**

The Dell Community Forum is an English language forum geared towards users of Dell products and services that were purchased in the U.S. for use in the U.S. Use of the Forum is governed by U.S. law. Although Dell customers from other countries are welcome to use it, Dell Community Forum Liaisons / Moderators are not trained to assist these customers, and the advice on the Forum is not intended for their use, and thus may not be helpful or relevant to such customers.

Registration

You are not obligated to register in order to access the Community Forum and read the message boards. However, registration (via provision of a valid email address, screen name and password) and login are required in order to post to the message boards and adjust user settings. Dell will handle all information received from you in accordance with Dell's Privacy Policy.

When you register, you will also be asked to enter your personal information and service tag, if you have one. Please keep in mind when choosing a screen name and filling out your profile that whenever you post to a message board your screen name, and a link to your profile and online status, will automatically appear with your post. (Note: Options to hide certain fields are available in the user profile.) Although you are not required to provide a service tag to register, we would appreciate if you would do so, so that we may better determine the effectiveness of the

Community Forum in resolving customer issues. We use this data to improve the Forum experience. Any Service Tag information collected is not visible to other forum visitors.

We may refuse to grant you, and you may not use, a screen name (or email address) that is already being used by someone else, impersonates another person, belongs to another person (without his or her prior consent), violates the intellectual property or other rights of any person, is vulgar or otherwise offensive, or that we reject for any other reason at our sole discretion.

In consideration of your use of the Community Forum, you agree that all information provided in your profile is accurate, true, current and complete. Dell may terminate your account if any of the information provided is found to be inaccurate, false, out of date, or incomplete.

Dell Community Forum Moderators / Liaisons

Dell provides Liaisons / Moderators for the Community Forum who may provide answers to some questions. Only the Dell Forum Liaisons / Moderators are authorized representatives of Dell on the Community Forum. Dell employees who are not assigned as Liaisons / Moderators are not authorized to represent themselves on the Forum as Dell employees, and do not provide official Dell responses to questions. Dell is not responsible for content provided by any Dell employee who is not designated as a Dell Forum Moderator / Liaison.

Although the Community Forum is moderated by Dell employees; it is intended only as a way for visitors to get answers from other visitors, and not to get answers from Dell. You agree that postings and Private Messages do not constitute notice to Dell for any legal purposes. The Forum is not a substitute for contacting Dell support. If you need to contact Dell support, please do so by phone or email. U.S. customers can contact Dell Support by starting at: <http://support.dell.com/support/index.aspx?c=us&l=en&s=gen>. Non-U.S. customers should contact support in their region; to do so, simply change the region at the drop down at the bottom of the above link.

Posting Content/ Sending Private Messages

Participation in the Community Forum is governed by the Rules of Conduct, set forth below and incorporated herein by reference. Messages sent by the Private Messages component are subject to all rules set forth in these Terms of Service. Note: Other users have the right to block Private Messages sent using the Ignore feature, or to turn off this feature altogether.

Link

The Dell Community Forum permits users to post hypertext links to content hosted and maintained by third parties. Although linked sites are not generally reviewed by Liaisons / Moderators, links are subject to treatment like any other type of content posted to the Forum. You may not include a link in the Forum that directs users to any content or information that, if posted in the Forum, would constitute a violation of these Terms of Service.

The linked sites are not moderated by Dell, are not under Dell's control and your access to any linked site is at your own risk. You should use your own judgment before you use any link or access any linked site. When leaving the Forum using any link provided by a user, you should be aware that Dell's terms and policies no longer govern, and, therefore, you should review the applicable terms and policies, including privacy and data gathering practices, of that site. If you access a linked site and find that materials to be in violation of these Terms of Service, you may report the link as described below.

Dell makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of sites accessible by hyperlink from the Forum. The ability to include links is provided only as a convenience to you, and the inclusion of any link by a user of the Forum does not imply affiliation, endorsement, or adoption by Dell of the linked site or any information contained therein.

Enforcement

Dell generally does not pre-screen, verify or edit the content posted by users in the Forum. However, Dell and its agents reserve the right to investigate any violation of the Dell Website Terms of Use and these Community Forum Terms of Service and to take appropriate remedial action. Dell has absolute discretion to enforce the terms of these documents, including, but not limited to warning users of violations, disabling or suspending Private Message privileges and/or Forum access, deleting, screening or editing any content, or prohibiting any behavior that does not comply with these Terms of Service, including the Rules of Conduct, or which is otherwise inappropriate for this Forum, harmful, objectionable, or inaccurate. If it is deemed necessary to delete content for violation of the Terms of Service, the entire thread, including the original post and all replies, may be deleted. Dell Community Forum Liaisons / Moderators generally will not edit users' posts to remove content; however, at their sole discretion, they may request that a user edit a post to delete the objectionable content and resubmit it.

Dell also may release information concerning your use of the Forum (including posted content, registration information, and network records) when Dell believes release is necessary or appropriate to comply with the law (e.g., a lawful subpoena, warrant or court order); to enforce or apply Dell's the Terms of Use and these Terms of Service; to protect Dell's rights or property, or to protect Dell's users from fraudulent, abusive, or unlawful use of the Forum; or if Dell reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or justifies disclosure of records without delay.

Deliberate attempts by you or someone on your behalf to evade or circumvent your suspension or termination of your rights to use the Forum violates these Terms of Service, constitutes an unlawful trespass to Dell's equipment and systems, and may result in legal action.

To report violations of the Dell Community Forum Terms of Service, please write to the Community Forum Administrator at dell_forums@dell.com. Please include the message board name, the post's subject, the post author screen name, the link of the post in question and any other applicable information in your email.

Rules of Conduct

By participating in the Community Forum, including the posting of content and sending of Private Messages, you agree that you will not upload, post, or otherwise transmit any content (including text, links, communications, software, images, sounds, data, or other information) that:

1. Is not consistent with the permissible uses outlined by the Terms of Service, including, but not limited to, content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable;
2. Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party;

If you believe that your work has been copied on the Community Forum in any way without your permission, please provide the following information to our Agent to Receive Notification of Claimed Copyright Infringement identified below. Your notice must contain the following:

- o Your electronic or physical signature;
- o A description of the work you claim has been infringed;
- o Identification of the work you claim infringes the copyrighted work and a description of where it is located on the Community Forum;
- o Your address, telephone number and e-mail address;
- o A statement by you that you have a good faith belief that the infringing use is not authorized by the copyright owner, the copyright owner's agent or by law; and
- o A statement by you, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Agent to Receive Notification of Claimed Copyright Infringement can be reached as follows: us_dell_copyright@dell.com.

3. Constitutes advertising or promotion, junk mail, "spamming," chain letters, or any other form of unauthorized solicitation, including solicitation of lawsuits. Links that connect to commercial websites will not be considered unauthorized solicitations unless the link or the website content appears to be intended as a means of solicitation as determined by Dell in its sole discretion;
4. Contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware;
5. Provides any non-public information about Dell or any other company or person without the proper authorization to do so. This includes providing the names and extension numbers of Dell employees and Forum participants;
6. Intentionally interferes with the operation of the Forum or with a fellow user's message box, without limitation, mail or "post" bombing, news bombing, other flooding techniques, deliberate attempts to overload a system and broadcast attacks, or attempts to avoid messaging blocking.

7. Impersonates any person or entity, including a Dell employee or forges any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.
8. Attacks or insults another Dell Community Forum user or Moderator / Liaison;
9. Suggests or encourages illegal activity. Do not use the Community Forum (including Private Messages) in any manner that violates federal or state antitrust laws or other laws regarding competition or trade. Do not discuss or use the Community Forum to bring about, or attempt to bring about, any understanding or agreement among and between actual or potential competitors with regard to prices, terms or conditions of sale, distribution, volume of production, sales territories, customers, credit terms, or marketing practices. Do not post any information concerning bids or intentions to bid for particular opportunities, market shares, salaries, costs, profit margins, or any other topic which could have an adverse impact on competition or trade or could violate applicable laws and regulations. In addition, do not use the Community Forum to solicit, encourage or agree with others to refrain from purchasing any materials, product, services or other supplies from any supplier or vendor or from dealing with any supplier or vendor; or
10. Violates U.S. export law, including, without limitation, the Export Administration Act and Export Regulations maintained by the Department of Commerce.

Additional Guidelines

These Guidelines are intended to set the Forum's tone and visitor expectations, in order to improve the Community Forum experience.

Do not reveal information that you do not want to make public. Any personal information that you post can be obtained and used by others. Anything you post in the Forum, you post at your own risk.

You use the Forum at your own risk. In any online forum like Dell's Community Forum, it is not possible to be sure that other users are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated.

Please refrain from posting where you do not know the answer. Incorrect, misleading or incomplete responses do not help other users. Please feel free to respond to any post where you know the answer. Forum users have come to trust that they will get good answers. Please help build and maintain that trust.

Community Forum Liaisons / Moderators do not respond to every post. The Forum is a place for users to help users. Forum Liaisons / Moderators will review the message boards, and respond at their discretion. If you need to contact Dell support, please do so by phone or email. You can contact Dell Support by starting at:<http://support.dell.com/support/index.aspx?c=us&l=en&s=gen>

Be respectful of other users. Some Forum users are new to computing and may not have extensive knowledge of computers and their use. Belittling or insulting remarks are not conducive to the creation of a strong online community.

Disclaimer of Warranties and Limitation of Liability

Most of the content posted to the Dell Community Forum and sent in Private Messages is provided by third parties like you. Such third-party content is the sole responsibility of the person originating that content. Dell does not control, and is not responsible for this third-party content. You agree to indemnify and hold Dell, and its subsidiaries, affiliates, officers, agents, and employees harmless from any claim, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit or make available through the Community Forum or its Private Message feature, your use of the Forum, your violation of these Terms of Service or the Website Terms of Use, or your violation of any rights of another.

Although the Community Forum is moderated by Dell employees who will do their best to answer your questions and assist you, they may not have time to fully research answers before posting them due to time pressures. Accordingly, the Community Forum is not a substitute for contacting Dell support or customer care. If you need to contact Dell support or customer care, please do so by using the contact information provided above.

Dell does not warrant or guarantee the accuracy, reliability, completeness, usefulness, non-infringement of intellectual property rights, or quality of any content on the Community Forum, regardless of who originates that content. You expressly understand and agree that you bear all risks associated with using or relying on that content. Dell will not be liable or responsible in any way for any content posted on or linked from the Community Forum or in Private Messages, including, but not limited to, any errors or omissions in content, or for any losses or damage of any kind incurred as a result of the use of or reliance on any content. This disclaimer and limitation on liability is in addition to the disclaimers and limitations contained in the Site Terms of Use that apply to all of Dell's websites.

Governing Law and Venue

THIS AGREEMENT SHALL BE GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ITS VALIDITY, CONSTRUCTION AND EFFECT SHALL BE GOVERNED BY AND ENFORCED PURSUANT TO THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS. THE PARTIES AGREE THAT ALL LEGAL PROCEEDINGS IN CONNECTION WITH THE ENFORCEMENT, CONSTRUCTION, INTERPRETATION, BREACH OR VIOLATION OF THIS AGREEMENT SHALL BE SUBMITTED TO THE STATE OR FEDERAL COURTS IN AUSTIN, TRAVIS COUNTY, TEXAS AND THAT JURISDICTION AND VENUE ARE PROPER IN SUCH COURTS.

Dell Website Terms of Use: http://www.dell.com/us/en/gen/misc/policy_007_policy.htm

Dell's Privacy Policy: http://www.dell.com/us/en/gen/misc/policy_000_policy.htm