

QUICKHELP CONTENT SUBMISSION POLICY

Effective Date: April 6, 2020

This Content Submission Policy (this “**Policy**”) covers any Content (as defined below) submitted by you, the customer (“**You**”), a user of BrainStorm, Inc.’s (“BSI”) online, cloud-based QuickHelp™ software application (the “**Service**”), and is incorporated by reference to the QuickHelp Subscription Agreement (the “**Agreement**”) covering the Service. Terms not otherwise defined in this Policy shall have the meaning as set forth in the Agreement.

The Service, among other things, allows certain authorized users to submit content to the Service and BSI is willing to allow You to submit content to the Service and to otherwise access and use the additional functionality of the Service in accordance with the terms of the Agreement and this Policy. Except as otherwise provided in this Policy, the terms of the Agreement will continue to govern Customer’s and Your access to and use of the Service. Unless otherwise agreed to in a separate writing between BSI and Customer, this Policy sets out the general duties that all of Customer’s users of the Service must follow with regard to any Content they submit to the Service.

BY SUBMITTING CONTENT TO THE SERVICE, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS POLICY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT UPLOAD OR SUBMIT ANY CONTENT TO THE SERVICE.

1. The Service contains interactive features that allow users to post, upload, submit, publish, display, or transmit content or other materials on or through the Service and that allow BSI to deliver the Content back to Customer and its users. All Content must comply with the Content Standards set forth in paragraph 4 below (the “**Content Standards**”). You are responsible for any Content submitted or contributed to the Service by You, including its legality, reliability, accuracy, and appropriateness. BSI is not responsible or liable for the content or accuracy of any Content posted by Customer, You or any other users. For purposes of this Policy, “**Content**” means all data, text, information, images, audio and video clips, sounds, musical works, works of authorship, links, and other content or materials that is created or originally provided by You or any other user of the Service and submitted, uploaded, posted or displayed on or via the Service. Content shall not include any content prepared or created by or for BSI or that is originally provided to You or Customer by BSI.
2. **Reservation of Rights; License to Use.** By providing Content to BSI via the Service, You represent and warrant that You or Customer own or control all rights in and to the Content uploaded or posted on or through the Service. Except for Content, as between the parties, BSI and its licensors own and retain all right, title and interest in and to all other content created, submitted, uploaded, posted or displayed by, to, on or through the Service. BSI does not claim ownership of any Content posted on or uploaded to the Service by You, Customer or any other user of the Service. Instead, and only as necessary for BSI to provide the Service, You and Customer hereby grant to BSI a worldwide, assignable, sublicensable, royalty-free, irrevocable, perpetual license to display, perform, reproduce, distribute, transmit, create Derivatives of, provide user access to, and otherwise use Content and any Derivatives. For purposes of the Agreement, the term “**Derivatives**” of any subject matter shall mean and include, without limitation, all derivatives, enhancements, extensions, improvements, modifications, new products and the like, that to any extent incorporate or are based on or related to any portion of that subject matter.
3. You agree not to upload any Content to the Service that (i) violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries), including, but not limited to, copyright and trademark laws, (ii) does not comply with the Content Standards, (iii) introduces any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, or attempts to gain unauthorized access to any parts of the Service, or (iv) otherwise interferes with the proper working of the Service.

4. **Content Standards.** Content must not (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable, (ii) promote or contain any sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person, (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Agreement, (v) be likely to deceive any person, (vi) promote any illegal activity, or advocate, promote, or assist any unlawful act, (vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person, (viii) impersonate any person, or misrepresent Customer's or any user's identity or affiliation with any person or organization, (ix) involve commercial activities, advertising or sales, such as contests, sweepstakes and other sales promotions, or (x) give the impression that Content emanates from or is endorsed by BSI or any other person or entity. The foregoing restrictions are collectively referred to as the "**Content Standards.**"
5. Violations of this Policy may, at BSI's sole discretion, result in the suspension or termination of Your and/or Customer's access to the Service and/or immediate removal of Content. If Content uploaded by You violates this Policy, You and/or Customer will bear legal responsibility for that Content. By uploading Content to the Service, You and Customer agree that BSI is not responsible for Content uploaded.
6. **Changes and Updates to This Policy.** BSI reserves the right, in its sole discretion, to change the terms and conditions contained in this Policy from time to time. Unless BSI makes a change for legal or administrative reasons, BSI will provide reasonable advance notice before the updated terms to this Policy become effective ("**Updated Policy Terms**"). All Updated Policy Terms will be posted to the Service, and will be effective as of the time of posting, or such later date as may be specified in the Updated Policy Terms.