

**Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users, to the extent applicable to LinkedIn EULA)**

- 1. Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2H ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon

Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

- (e) Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court.

- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or

Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

- (n) Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

LinkedIn Corporate Subscription Agreement

This LinkedIn Corporate Subscription Agreement (“**Agreement**”) governs any order form (“**Order Form**” or “**GSA Customer Purchase Order**”) signed by the customer identified in that Order Form (“**Customer**”) and the LinkedIn company identified in that Order Form (“**LinkedIn**”). Each Order Form, together with the User Agreement (as defined in Section 2.2) this Agreement, the underlying GSA Schedule Contract, Schedule Price List, form the entire agreement that applies to LinkedIn’s services. If any conflict exists between any of these documents, the Negotiated Purchase Order will govern, followed by the Agreement, standard terms of the Order Form/GSA Purchase Order, and finally the User Agreement.

- 1. Services, Payment & Taxes.** Customer and its Affiliates may order LinkedIn’s services by signing an Order Form. An “**Affiliate**” means an entity that controls, is controlled by, or under common control with, a party. LinkedIn improves its services from time to time, and Customer may use these improvements for no additional fee. Customer will pay the fees for the services included in, and in accordance with, the Order Form/GSA Customer Purchase Order and/or the GSA Schedule Contract, as applicable. Except as set forth in Section 5 below, Customer’s payment for services is non-refundable and the parties may not cancel any signed Order Form. Customer will maintain complete and accurate billing and contact information with LinkedIn. Customer’s payments are subject to applicable governmental regulations and rulings, including withholding of taxes. Upon LinkedIn’s request, Customer will provide LinkedIn with copies of documents related to any withholding. LinkedIn’s fees exclude, and Customer will be responsible for, taxes and similar charges, as applicable, including sales, usage, excise, and ad-valorem taxes. Nothing in this section requires either party to pay income taxes or similar charges of the other party.
- 2. Customer’s Responsibilities.**

 - 2.1 Use of Services.** Except for LinkedIn’s Sales Navigator service, Customer will use the services and information about LinkedIn members only to recruit individuals to become employees and consultants of Customer or its Affiliates, or, if Customer is an approved agency, only to recruit individuals to become employees and consultants of its clients. Customer may use LinkedIn’s Sales Navigator service only to generate sales leads. Customer will not directly or indirectly provide the services to any third party, except to its Affiliates. Customer is responsible for its Affiliates, including their compliance with this Agreement. Customer will not spam or otherwise harass LinkedIn members. Customer will comply with all laws, orders, codes and regulations, including all privacy laws, in its use of the services, and shall not use the services in a manner that damages a third party or, in particular, results in the infringement of a third party’s intellectual property right by content, data or other information posted or uploaded into LinkedIn’s system by Customer.
 - 2.2 Customer User.** A “**Customer User**” is an employee or contractor that Customer authorizes to access the services. A Customer User must be a LinkedIn member. Customer will designate in writing one Customer User for each seat it purchases, and will promptly provide to and maintain with LinkedIn accurate contact information for each Customer User. Customer will not, and will not permit a Customer User to, share a Customer User’s access with any other individual. Customer will ensure that Customer Users comply with the then current version of the user agreement, the current version is attached hereto.
 - 2.3 LinkedIn Member Data.** Customer and Customer Users may store content, data, and other information about LinkedIn members only within the system operated by LinkedIn, unless Customer has the consent of the LinkedIn member (e.g. an application by a LinkedIn member to a Customer job posting). Customer acknowledges that the storage of this content, data and other information outside of LinkedIn’s system without the LinkedIn member’s consent may result in outdated or erroneous information about a LinkedIn member and may violate data protection or privacy laws in certain jurisdictions. If Customer provides LinkedIn with any data about any individual in connection with its use of LinkedIn’s Talent Pipeline service or other certain services (“**Customer Uploaded Data**”), LinkedIn, in providing these services, holds and stores Customer Uploaded Data on behalf of the Customer, and the parties agree that the Customer is the controller of Customer Uploaded Data. LinkedIn confirms that it: (a) will process Customer Uploaded Data in compliance with the instructions received from the Customer; (b) will not use or process any Customer Uploaded Data for any purpose except the performance of its obligations under this Agreement; (c) has in place appropriate technical and organizational security measures in storing and processing such Customer Uploaded Data to manage the risk of unauthorized or accidental access, loss, alteration, disclosure or destruction of such data; and (d) will take reasonable steps to ensure that persons employed or engaged by it with access to Customer Uploaded Data are aware of and comply with this Agreement. The Customer represents and warrants that any personal data in

the Customer Updated Data will be processed in accordance with applicable privacy and data protection laws and rules and that it has all appropriate consents and authorizations enabling it to avail of LinkedIn's services. The Customer agrees that it controls the Customer Uploaded Data and that it is primarily responsible to the data subjects whose personal data is comprised in the Customer Uploaded Data.

- 3. Confidential Information.** "Confidential Information" means information provided by a party to the other party that is designated as confidential or reasonably should be considered confidential, excluding information that becomes public through no fault of the receiving party. Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information that are at least as strong as those it uses to protect its own confidential information, and will include disclosing confidential information only as required by law or under an obligation of confidentiality and only on a need-to-know basis. LinkedIn recognizes that (1) courts of competent jurisdiction may require certain information to be released and that (2) Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. § 552, which requires that information that does not fall under certain exceptions must be released when requested and, therefore, some information may be released despite being characterized as "confidential" by the vendor.
- 4. Intellectual Property Rights and Ownership.** The parties acknowledge that this Agreement does not transfer any right, title or interest in any intellectual property right to the other, except for Customer's ability to access and use information regarding LinkedIn members as expressly set forth in this Agreement. Customer and Customer Users are not obligated to provide LinkedIn or its Affiliates with any suggestions, enhancement requests, recommendations or other feedback about the services or otherwise. If, however, Customer or a Customer User provides this type of feedback to LinkedIn, LinkedIn may use and modify this feedback without any restriction or payment.
- 5. Term and Termination.** This Agreement is effective on the date the first Order Form is fully signed by Customer and LinkedIn and remains in effect until terminated. Recourse against the United States for any alleged breach of this Agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. LinkedIn shall proceed diligently with performance of this contract, and comply with any decision of the Contracting Officer. The Customer may terminate this Agreement or an applicable Order Form if LinkedIn materially breaches this Agreement and fails to cure the breach within 30 days after receiving notice of the breach. Upon termination of this Agreement or an Order Form, Customer will notify Customer Users that their access to the services has terminated, and LinkedIn may withhold, remove or discard any content, data, or other information that Customer Users post or upload into LinkedIn's system while using the services. LinkedIn will delete Customer Uploaded Data. LinkedIn is not obligated to store, maintain or provide a copy of any content, data or other information that Customer or Customer Users made available or provided when using the services. Sections 2 through 10 survive termination of this Agreement.
- 6. NO EXPRESS OR IMPLIED WARRANTY.** THE SERVICES ARE PROVIDED "AS IS". LINKEDIN MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, LINKEDIN DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7. Third-Party Indemnity.**

 - 7.1 Indemnification.** LinkedIn will defend and indemnify Customer, its Affiliates, and their respective directors, officers and employees from and against all third party claims to the extent resulting from or alleged to have resulted from (a) the services' infringement of a third party's intellectual property right or (b) LinkedIn's breach of this Agreement. LinkedIn will be given an opportunity to intervene in any suit or claim filed against the GSA Customer, at its own expense, through counsel of its choosing. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute, 28 U.S.C. 516.
- 8. Limitation of Liability.** Except with respect to a party's confidentiality or indemnification obligations, and excluding a party's violation of the other's intellectual property rights, to the fullest extent permitted by law, neither party, will be liable to the other in connection with this Agreement for (a) lost profits or lost business opportunities, or any incidental, consequential, special or punitive damages, or (b) an amount that exceeds the total fees payable to LinkedIn during the 12-month period before the event giving rise to the liability. LinkedIn will not be liable for Customer's lost data or any unauthorized third party access to Customer's or Customer Users' content, data, programs, information, network, or systems. Nothing in this Agreement limits either party's liability for gross negligence to the extent permitted by law or intentional misconduct, fraud, for death or personal injury, or for any

other matter for which liability cannot be excluded by law.

- 9. Dispute Resolution.** The parties will attempt to resolve any dispute related to this Agreement through good faith, informal negotiation. This Agreement is governed by United States Federal law. Venue and jurisdiction are mandated by applicable Federal law.
- 10. Miscellaneous.** Except as expressly stated in this Agreement, the parties will provide notices under this Agreement in writing and will deliver them by personal delivery or commercial overnight courier to the address of the other party set forth on the Order Form. Notices are effective on the date of delivery as indicated in the records of the courier. This Agreement does not create a partnership, agency relationship, or joint venture between the parties. Any assignment of this Agreement by Customer in whole or in part without LinkedIn's prior written consent will be null and void, except an assignment to a successor that is not a competitor of LinkedIn's made in connection with a merger or sale of all or substantially all of Customer's assets or stock or to an Affiliate. Customer is responsible for any agents and contractors it uses in connection with the services, including compliance with this Agreement, and will notify LinkedIn in writing of agencies that it uses in connection with the services. If this Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern. LinkedIn may monitor Customer's use of the services to ensure compliance with this Agreement, and may conduct a reasonable audit of Customer, including Affiliates, if LinkedIn reasonably believes that Customer is in breach of this Agreement. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention and the remaining provisions will not be affected. The parties may amend this Agreement only in a written amendment signed by both parties. If Customer is an agency signing this Agreement on behalf of a client, Customer represents and warrants that it is authorized to sign this Agreement and any Order Form on behalf of its client, and will notify LinkedIn in writing of the name and address of its client that will use the services. The parties may sign this Agreement electronically and in counterparts, each of which is deemed to be an original and all of which taken together comprise a single document.

CUSTOMER	LINKEDIN
Signature:	Signature:
Name:	Name:
Title:	Title:
Date Signed:	Date Signed:

User Agreement

Welcome, and thanks for using LinkedIn.com, SlideShare.net, Pulse and/or other LinkedIn services and apps! The Customer shall ensure that its users read and comply with the following:

1. Introduction

We are a social network and online platform for professionals.

1.1. Purpose

Our mission is to connect the world's professionals to allow them to be more productive and successful. Our services are designed to promote economic opportunity for our members by enabling you and millions of other professionals to meet, exchange ideas, learn, and find opportunities or employees, work, and make decisions in a network of trusted relationships.

1.2. Agreement

When you use our Services, you are entering into a legal agreement and you agree to all of these terms. You also agree to our Privacy Policy (attached hereto), which covers how we collect, use, share, and store your personal information.

For Government Customers, your agreement is with LinkedIn Corporation (each, "LinkedIn" or "we").

This "Agreement" includes this User Agreement and the Privacy Policy (attached hereto). If you do not agree to this Agreement, do NOT click "Join Now" (or similar) and do not access or otherwise use any of our Services. Registered users of our Services are "Members" and unregistered users are "Visitors". This Agreement applies to both.

2. Obligations

2.1. Service Eligibility

To use the Services, you agree that: (1) you must be the "Minimum Age" (defined below) or older; (2) you will only have one LinkedIn account (and/or one SlideShare or Pulse account, if applicable), which must be in your real name; and (3) you are not already restricted by LinkedIn from using the Services.

"Minimum Age" means (a) 18 years old for the People's Republic of China, (b) 16 years old for the Netherlands, (c) 14 years old for the United States, Canada, Germany, Spain, Australia and South Korea, and (d) 13 years old for all other countries. However, if law requires that you must be older in order for LinkedIn to lawfully provide the Services to you (including the collection, storage and use of your information) then the Minimum Age is such older age. The Services are not for use by anyone under the age of 13.

2.2. Your Membership

You'll keep your password a secret.

You will not share an account with anyone else and will follow our rules and the law.

As between you and others, your account belongs to you. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections, groups) and (4) follow the law and the Dos and Don'ts below. You are responsible for anything that happens through your account unless you close it or report misuse.

Note that for Premium Services purchased by another party for you to use (e.g. Recruiter seat bought by your employer), the party paying for the Premium Service controls such an account (which is different from your personal account) and may terminate your access to it.

2.3 Payment

You'll honor your payment obligations. Also, there may be fees and taxes that are added to our price, as applicable. Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. LinkedIn shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

We don't guarantee refunds. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

2.4. Notices and Service Messages

You're okay with us using our websites, mobile apps, and email to provide you with important notices. This Agreement applies to mobile applications as well. Also, you agree certain additional information can be shared with us.

You agree that we may provide notices to you through an authorized representative of the Government customer. .

Please review your [LinkedIn.com](https://www.linkedin.com) and [Slideshare.net](https://www.slideshare.net) settings to control and limit what kind of messages you receive from us.

2.5. Messages and Sharing

When you share information, others can see, copy and use that information.

Our Services allow messaging and sharing of information in many ways, such as your profile, slide deck, links to news articles, job postings, InMails and blogs. Information and content that you share or post may be seen by other Members or, if public, by Visitors. Where we have made settings available, we will honor the choices you make about who can see content or information (e.g., sharing to a group instead of your network, changing the default setting for SlideShare content from public to a more restricted view, limiting your profile visibility, or not letting people know when you change your profile, make recommendations or follow companies). Note that other activities, such as applying for a job or sending an InMail, are by default private, only visible to the addressee(s).

We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

3. Rights and Limits

3.1. Your License to LinkedIn

You own all of the content, feedback, and personal information you provide to us, but you also grant us a non-exclusive license to it.

We'll honor the choices you make about who gets to see your information and content.

You promise to only provide information and content that you have the right to share, and that your LinkedIn profile will be truthful.

As between you and LinkedIn, you own the content and information that you submit or post to the Services and you are only granting LinkedIn the following non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

1. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
2. We will not include your content in advertisements for the products and services of others (including sponsored content) to others without your separate consent. However, we have the right, without compensation to you or others, to serve ads near your content and information, and your comments on sponsored content may be visible as noted in the Privacy Policy.
3. We will get your consent if we want to give others the right to publish your posts beyond the Service. However, other Members and/or Visitors may access and share your content and information, consistent with your settings and degree of connection with them.
4. While we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
5. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a [Creative Commons](https://creativecommons.org/) license.

You agree that we may access, store and use any information that you provide in accordance with the terms of the [Privacy Policy](#) (attached hereto) and your privacy settings.

By submitting suggestions or other feedback regarding our Services to LinkedIn, you agree that LinkedIn can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information if that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). You also agree that your profile information will be truthful. LinkedIn may be required by law to remove certain information or content in certain countries.

3.2. Service Availability

We may change or discontinue any of our Services. We can't promise to store or keep showing any information and content you've posted. We may change, suspend or end any Service. To the extent allowed under law, these changes may be effective upon notice provided to you.

LinkedIn is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in Section 3.1 of our Privacy Policy

3.3. Other Content, Sites and apps

When you see or use others' content and information posted on our Services, it's at your own risk.

Third parties may offer their own products and services through LinkedIn, and we aren't responsible for those third-party activities. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. LinkedIn generally does not review content provided by our Members. You agree that we are not responsible for third parties' (including other Members') content or information or for any damages as result of your use of or reliance on it.

You are responsible for deciding if you want to access or use third party apps or sites that link from our Services. If you allow a third party app or site to authenticate you or connect with your LinkedIn account, that app or site can access information on LinkedIn related to you and your connections. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, LinkedIn is not responsible for these other sites and apps -- use these at your own risk. Please see Sections 2.6 and 2.7 of the [Privacy Policy](#) (attached hereto).

3.4. Limits

We have the right to limit how you connect and interact on our Services.

We're providing you notice about our intellectual property rights.

LinkedIn reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members.

LinkedIn reserves all of its intellectual property rights in the Services. For example, LinkedIn, SlideShare, LinkedIn (stylized), the SlideShare and "in" logos and other LinkedIn trademarks, service marks, graphics, and logos used in connection with LinkedIn are trademarks or registered trademarks of LinkedIn. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

4. Disclaimer and Limit of Liability

4.1. No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

TO THE EXTENT ALLOWED UNDER LAW, LINKEDIN (AND THOSE THAT LINKEDIN WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

4.2. Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS LINKEDIN HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), LINKEDIN (AND THOSE THAT LINKEDIN WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF LINKEDIN (AND THOSE THAT LINKEDIN WORKS WITH TO PROVIDE THE SERVICES)

EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF (A) FIVE TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR A PREMIUM SERVICE, IF ANY, OR (B) US \$1000.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND LINKEDIN AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF LINKEDIN HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from LinkedIn's gross negligence to the extent permitted by law; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

5. Termination

The GSA Customer can each end this Agreement anytime it wants.

The GSA Customer may terminate this Agreement at any time with notice to LinkedIn. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members' and/or Visitors' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
- Sections 4, 6 and 7 of this Agreement;
- Any amounts owed by either party prior to termination remain owed after termination.

You can visit our Help Center to learn how to [close your LinkedIn account](#), [close your Pulse account](#), or [close your Slideshare account](#).

6. Dispute Resolution

In the unlikely event we end up in a legal dispute, it will be governed by United States Federal law. Venue and statute of limitations are mandated by applicable Federal law.

7. General Terms

Here are some important details about how to read the Agreement.

To the extent allowed by law, the English version of this Agreement is binding and other translations are for convenience only. This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services), together with the GSA Schedule Contract, Schedule Price List, and GSA Customer Purchase Order, is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Agreement, that does not mean that LinkedIn has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or your membership or use of Services) to anyone without our consent. Assignment by LinkedIn is subject to FAR 52.232-23 "Assignment of Claims" (May 2014) and FAR subpart 42.12 "Novation and Change-of-Name Agreements." There are no third party beneficiaries to this Agreement.

8. LinkedIn "DOs" and "DON'Ts."

8.1. Dos. You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;

- Use your real name on your profile;
- Use the Services in a professional manner.

8.2. Don'ts. You agree that you will not:

- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by LinkedIn);
- Use an image that is not your likeness or a head-shot photo for your profile;
- Create a false identity on LinkedIn;
- Misrepresent your current or previous positions and qualifications;
- Misrepresent your affiliations with a person or entity, past or present;
- Misrepresent your identity, including but not limited to the use of a pseudonym;
- Create a Member profile for anyone other than yourself (a real person);
- Invite people you do not know to join your network;
- Use or attempt to use another's account;
- Harass, abuse or harm another person;
- Send spam or other unwelcomed communications to others;
- Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer));
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- Violate the intellectual property or other rights of LinkedIn, including, without limitation, using the word "LinkedIn" or our logos in any business name, email, or URL except as provided in the [Brand Guidelines](#);
- Use LinkedIn invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact;
- Post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation unauthorized by LinkedIn;
- Send messages to distribution lists, newsgroup aliases, or group aliases;
- Post anything that contains software viruses, worms, or any other harmful code;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- Create profiles or provide content that promotes escort services or prostitution.
- Creating or operate a pyramid scheme, fraud or other similar practice;
- Copy or use the information, content or data of others available on the Services (except as expressly authorized);
- Copy or use the information, content or data on LinkedIn in connection with a competitive service (as determined by LinkedIn);
- Copy, modify or create derivative works of LinkedIn, the Services or any related technology (except as expressly authorized by LinkedIn);

- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by LinkedIn without our express consent (e.g., representing yourself as an accredited LinkedIn trainer);
- Rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;
- Sell, sponsor, or otherwise monetize a LinkedIn Group or any other feature of the Services, without LinkedIn's consent;
- Deep-link to our Services for any purpose other than to promote your profile or a Group on LinkedIn (as set forth in the [Brand Guidelines](#)), without LinkedIn's consent;
- Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- Remove, cover or obscure any advertisement included on the Services;
- Collect, use, copy, or transfer any information obtained from LinkedIn without the consent of LinkedIn;
- Share or disclose information of others without their express consent;
- Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the Services or any related data or information;
- Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- Monitor the Services' availability, performance or functionality for any competitive purpose;
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- Access the Services except through the interfaces expressly provided by LinkedIn, such as its mobile applications, linkedin.com and slideshare.net;
- Override any security feature of the Services;
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or

9. Complaints Regarding Content

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a [policy and process](#) for complaints concerning content posted by our Members.

10. How To Contact Us

If you want to send us notices or service of process, please contact us:

ONLINE at: <https://help.linkedin.com/app/home>

OR BY MAIL at:

For Members in the United States:

*LinkedIn Corporation
Attn: Agreement Matters (Legal)
2029 Stierlin Court
Mountain View CA 94043
USA*

For Members outside the United States:

LinkedIn Confidential and Proprietary
Rev. July 1, 2012

*LinkedIn Ireland
Attn: Agreement Matters (Legal)
Wilton Plaza,
Wilton Place, Dublin 2
Ireland*

LinkedIn Privacy Policy

We are a social network and online platform for professionals.

LinkedIn's mission is to connect the world's professionals to allow them to be more productive and successful. Our registered users ("Members") share their professional identities, engage with their network, exchange knowledge and professional insights, post and view relevant content, and find business and career opportunities. Content on some of our services is also visible to unregistered viewers ("Visitors"). We believe that our services allow our Members to effectively compete and achieve their full career potential. The cornerstone of our business is to focus on our Members first.

We protect your personal information using industry-standard safeguards.

We may share your information with your consent or as required by law.

Maintaining your trust is our top priority, so we adhere to the following principles to protect your privacy:

- We protect your personal information and will only provide it to third parties: (1) with your consent; (2) where it is necessary to carry out your instructions; (3) as reasonably necessary in order to provide our features and functionality to you; (4) when we reasonably believe it is required by law, subpoena or other legal process; or (5) as necessary to enforce our User Agreement or protect the rights, property, or safety of LinkedIn, our Members and Visitors, and the public.
- We have implemented appropriate security safeguards designed to protect your information in accordance with industry standards.

This Privacy Policy applies to LinkedIn.com and the LinkedIn mobile application, SlideShare.net and SlideShare mobile app ("SlideShare"), Pulse.me and Pulse mobile app ("Pulse"), LinkedIn platform technology (such as "Share on LinkedIn" plugins for publishers), the advertising platform created by Bizo Inc. (and its successor products) and all other LinkedIn websites, apps, developer platforms and other products and services (collectively the "Services").

1. What information we collect

1.1. Data Controllers

Our Privacy Policy applies to any Member or Visitor. We collect information when you use our Services to offer you a personalized and relevant experience, including growing your network and enabling business opportunities.

If you reside in the United States, then the personal information provided to or collected by our Services is controlled by LinkedIn Corporation, 2029 Stierlin Court, Mountain View, California 94043. If you reside outside the United States, then this personal information is controlled by LinkedIn Ireland, Wilton Plaza, Wilton Place, Dublin 2, Ireland. If you have any concern about providing information to us or having such information displayed on our Services or otherwise used in any manner permitted in this Privacy Policy and the User Agreement, you should not become a Member, visit our websites, apps or otherwise use our Services. If you have already registered, you can close your accounts (e.g., LinkedIn, SlideShare and Pulse).

We collect your personal information in the following ways:

1.2. Registration

When you create an account with us, we collect information (including your name, email address, and password).

To create an account on LinkedIn, you must provide us with at least your name, email address and/or mobile number, and a password and agree to our User Agreement and this Privacy Policy, which governs how we treat your information. You may provide additional information during the registration flow (for example, your postal code, job title, and company) to help you build your profile and to provide you more customized services (for example: language-specific profile pages, updates, content, more relevant ads and career opportunities). You understand that, by creating an account, we and others will be able to identify you by your LinkedIn profile. We may also ask for your credit card details if you purchase certain additional services.

We also provide the option to register for a SlideShare account, for which you must provide at least your name, email address and/or mobile number, and a password. We no longer provide the option to register for a separate Pulse account, but you may continue to use your existing Pulse account if you already have one.

1.3. Profile Information

We collect information when you fill out a profile. A complete LinkedIn profile that includes professional details – like your job title,

education, and skills – helps you get found by other people for opportunities.

After you create an account (other than the distinct SlideShare and Pulse accounts), you may choose to provide additional information on your LinkedIn profile, such as descriptions of your skills, professional experience, and educational background. You can list honors, awards, professional affiliations, Group memberships, networking objectives, companies or individuals that you follow, and other information including content. Subject to the settings you choose, your connections may provide recommendations and endorsements of you. Providing additional information enables you to derive more benefit from our Services by helping you express your professional identity; find other professionals, opportunities, and information; and help recruiters and business opportunities find you. It also enables us to serve you ads and other relevant content on and off of our Services.

On SlideShare, you can choose what personal information you provide in addition to the information required for registration as noted above. Most of your SlideShare profile, as well as all content that you post on SlideShare, is publicly displayed (with the exceptions provided in the SlideShare account settings), so please do not provide personal information you would not want to be public. We may use and share information you provide in a SlideShare profile and/or Pulse account in the same manner as the information provided in a LinkedIn.com profile, in accordance with this Privacy Policy and our User Agreement.

1.4. Address Book and Other Services That Sync with LinkedIn

We collect information when you sync non-LinkedIn content – like your email address book, mobile device contacts, or calendar – with your account. You can remove your address book and any other synced information whenever you like.

You may use our address book or “contacts” importer (or other similar features) to upload your address book into our Services. We store this information (including phone numbers) and use it to help you manage and leverage your contacts in connection with our Services. We also use this information to enhance your experience with our Services by helping you to grow your network by: identifying your contacts that are already Members of our Services; providing a template to send invitations on your behalf to your contacts that are not Members; and suggesting people you may know (even if not in your contacts) but are not yet connected with you on our Services (as we may infer from your shared connections or shared managers, employers, educational institutions and other such factors). We may also use this information to show you and other Members that you share the same uploaded contacts who may or may not be Members.

Please note that when you send an invitation to connect to another individual on our Service (a “connection”) or to join our Service to connect with you, that person may have access to your email address or, for SMS invitations, mobile number because it may be displayed in the invitation. After sending these invitations, we may also remind your invitees of your invitation on your behalf. Your LinkedIn connections will also have access to your email address.

We make other tools available to sync information with our Services, and may also develop additional features that allow Members to use their account in conjunction with other third-party services. For example, our mobile applications allow you to sync your device’s calendar, email and/or contacts apps with our Services to show you the LinkedIn profiles of meeting attendees, email correspondents and/or your contacts.

Another example are software tools that allow you to see our and other public information about the people you email or meet with and leverage our Services to help you gain insights from and grow your network. If you grant these products (mobile applications or our other Services that sync external email and calendar services, such as “LinkedIn Connected”) permission to access your email and calendar accounts, they will access and may store some of your email header and calendar history information. Our products that sync with external email services may also temporarily cache message content for performance reasons, in a way that is unreadable by us and our service providers.

Any information that you upload or sync with our Services is covered by the User Agreement and this Privacy Policy. You can remove your information at your convenience using the features we make available or in accordance with Section 3. You can remove your address book and any other synced information at any time.

1.5. Customer Service

We collect information when you contact us for customer support.

When you contact our customer support services (e.g. on our Help Center and SlideShare’s Help Center), we may have to access your InMails, Groups and other contributions to our Services and collect the information we need to categorize your question, respond to it, and, if applicable, investigate any breach of our User Agreement or this Privacy Policy. We also use this information to track potential problems and trends and customize our support responses to better serve you. We do not use this information for advertising.

1.6. Using the LinkedIn Sites and Applications

We collect information when you visit our Services (including, LinkedIn, SlideShare and Pulse), use our mobile applications, and interact with advertising on and off our Services.

We collect information when you use (whether as a Member or a Visitor) our websites, applications, our platform technology (such as “Share on LinkedIn” plugins for publishers) or other Services. For example, we collect information when you view or click on ads on and off our Services, perform a search, import your address book, join and participate in groups, participate in polls, install one of our mobile applications, view content on Pulse or SlideShare, share articles on our Services and apply to jobs through our Services. If you are logged in on LinkedIn.com, SlideShare.net, the Pulse app or another Service or one of our cookies on your device identifies you, your usage information and the log data described in Section 1.10 of this policy, such as your IP address, will be associated by us with your account. Even if you’re not logged into a Service, we log information about devices used to access our Services, including IP address.

1.7. Using Third-Party Services and Visiting Third-Party Sites

We collect information when you use your account to sign in to other sites or services, and when you view web pages that include our plugins and cookies.

You allow us to receive information when you use your account to log in to a third-party website or application. Also, when you visit a third-party site that embeds our social plugins (such as “Share on LinkedIn” for publishers) we receive information that those pages have loaded in your web browser. If you are logged in as a Member when you visit sites with our plugins, we use this information to recommend tailored content to you. We will use this information to personalize the functionality we provide on third-party sites, including providing you insights from your professional network and allowing you to share information with your network. Our retention of this data is addressed in Section 3.2. We may provide reports containing aggregated impression information to companies hosting our plugins and similar technologies to help them measure traffic to their websites, but no personal data. Please note that SlideShare.net, Pulse.me and the Pulse app are part of the LinkedIn Services, not third-party sites or applications.

You also allow us to receive information about your visits and interaction with the sites and services of our partners that include our cookies and similar technologies, unless you opt out. If you are not a Member, we rely on the online terms between you and our partners.

1.8. Cookies

We use cookies and similar technologies to collect information.

As described in our Cookie Policy, we use cookies and similar technologies, including mobile application identifiers, to help us recognize you across different Services, learn about your interests both on and off our Services, improve your experience, increase security, measure use and effectiveness of our Services, and serve advertising. You can control cookies through your browser settings and other tools. By visiting our Services, you consent to the placement of cookies and beacons in your browser and HTML-based emails in accordance with this Privacy Policy, which incorporates by reference our Cookie Policy.

1.9. Advertising Technologies and Web Beacons

We use advertising technologies and web beacons to collect information. We give you a number of ways to opt out of targeted ads, including through the Ad Choices icon shown with any ads we serve on third-party sites. If you do not want us to track your behavior on third-party sites, you can opt out. If you do not opt out, you consent to our use of beacons and other advertising technologies.

We target (and measure the performance of) ads to Members, Visitors and others both on and off of our Services through a variety of ad networks and ad exchanges, using the following, whether separately or combined:

- Advertising technologies on and off of our Services, like web beacons, pixels, ad tags, cookies, and mobile identifiers as permitted by mobile platforms;
- Member-provided profile and contact information and categories (for example, “product managers in Texas”);
- Information inferred from a Member’s profile (for example, using job titles to infer age, industry, seniority, and compensation bracket; or names to infer gender);
- Your use of our Services (for example, your search history, the content you read on SlideShare or Pulse, who you follow or is following you on SlideShare, Groups participation, which pages you visit, your clicking on a LinkedIn ad, etc.) and log files generated as described in Section 1.10;
- Information from 3rd parties (e.g. advertising partners, publishers and data aggregators) which we use in addition to the information from our cookies (and similar technologies), your profile and use of our Services.

We do not share your personal information with any third-party advertisers or ad networks for advertising without your separate permission. Note that, as described in Section 2.6, your profile is visible to other Members and through public search depending on your settings. Also, advertising partners may associate personal information collected by the advertiser directly from you with our cookies and similar technologies. In such instances, we contractually require such advertisers to obtain your explicit opt-in consent before doing so.

We may show you sponsored content in your network update stream (NUS), which will be designated as sponsored content and will behave like other NUS updates. If you take social action (for example, if you “like” or “comment” on the sponsored content), your action may be seen by your network and other Members who are shown the sponsored content after you have acted on it. Please note that all social

actions on SlideShare (e.g. liking certain content, following or being followed by others) are public, unless expressly specified otherwise with respect to premium accounts.

We adhere to the Digital Advertising Alliance's self-regulatory principles for online behavioral advertising and the European principles for online behavioral advertising. If you wish to not receive targeted ads from most third party companies, you may opt-out by, as applicable, clicking on the AdChoice icon in or next to the ad or by visiting <http://www.aboutads.info> or <https://www.youronlinechoices.eu>. Please note this does not opt you out of being served advertising. You will continue to receive generic ads or targeted ads by companies not listed with these opt-out tools. You can also opt out specifically from our use of cookies and similar technologies to track your behavior on third party sites. For non-Members, this opt out setting is [here](#).

1.10. Log Files, IP Addresses, and Information About Your Computer and Mobile Device

We collect information from the devices and networks that you use to access our Services.

When you visit or leave our Services (whether as a Member or Visitor) by clicking a hyperlink or when you view a third-party site that includes our plugin or cookies (or similar technology), we automatically receive the URL of the site from which you came or the one to which you are directed. Also, advertisers receive the URL of the page that you are on when you click an ad on or through our Services. We also receive the internet protocol ("IP") address of your computer or the proxy server that you use to access the web, your computer operating system details, your type of web browser, your mobile device (including your mobile device identifier provided by your mobile device operating system), your mobile operating system (if you are accessing LinkedIn using a mobile device), and the name of your ISP or your mobile carrier. We may also receive location data passed to us from third-party services or GPS-enabled devices that you have set up, which we use to show you local information (for example, Pulse articles about your area or jobs postings in your location) on our mobile applications and for fraud prevention and security purposes. Most mobile devices allow you to prevent real time location data being sent to us, and of course we will honor your settings.

In the case of our Android apps, you will be provided notice of the types of data (e.g. location) that will be sent to us. If you choose to use our app after this notice, we process this data to enable registration or preview product features for you (e.g. jobs near you). If you choose not to become a Member, we will delete this information.

1.11. Other

We are constantly innovating to improve our Services, which means we may create new ways to collect information on the Services.

Our Services are a dynamic, innovative environment, which means we are always seeking to improve the Services we offer you. We often introduce new features, some of which may result in the collection of new information (for example, when the Endorsements feature launched, we began collecting information about skills for which Members were endorsed and the individuals who endorsed them). Furthermore, new partnerships or corporate acquisitions may result in new features, and we may potentially collect new types of information. If we start collecting substantially new types of personal information and materially change how we handle your data, we will notify you in accordance with Section 4.3.

2. How we use your personal information

2.1. Consent to LinkedIn Processing Information About You

Information you provide on your profile can be seen by others and used by us as described in this Privacy Policy and our User Agreement.

The personal information that you provide to us may reveal or allow others to identify aspects of your life that are not expressly stated on your profile (for example, your picture or your name may reveal your gender). By providing personal information to us when you create or update your account and profile, you are expressly and voluntarily accepting the terms and conditions of our User Agreement and freely accepting and agreeing to our processing of your personal information in ways set out by this Privacy Policy. Supplying to us any information deemed "sensitive" by applicable law is entirely voluntary on your part. You can withdraw or modify your consent to our collection and processing of the information you provide at any time, in accordance with the terms of this Privacy Policy and the User Agreement, by changing your account settings or your profile on LinkedIn or SlideShare, or by closing your LinkedIn, SlideShare and Pulse accounts.

2.2. LinkedIn Communications

We communicate with you using LinkedIn messaging, email, and other ways available to us. We may send you messages relating to the availability of the Services, security, or other service-related issues. We also may send promotional InMail messages to your LinkedIn inbox. You can change your email settings at any time.

We communicate with you through email, notices posted on the LinkedIn websites or apps, messages to your LinkedIn inbox, and other means available through the Services, including mobile text messages and push notifications. Examples of these communications include: (1) welcome and engagement communications - informing you about how to best use our Services, new features, updates about other Members you are connected to and their actions, etc.; (2) service communications - these will cover service availability, security, and other issues about the functioning of our Services; (3) promotional communications - these include both email and InMail messages (InMail messages are only delivered to your LinkedIn InBox), and may contain promotional information directly or on behalf of our partners, including job opportunities and information from companies that are hiring. These messages will be sent to you based on your profile information and messaging preferences. We track the open rate of your InMails to provide your InMail acceptance score. You may change your email and contact preferences at any time by signing into your account and changing your LinkedIn or SlideShare email settings. You can also opt out of promotional messages by sending a request to LinkedIn Help Center.

Please be aware that you cannot opt out of receiving service messages from us.

2.3. User Communications

With certain communications you send on our Services, the recipient can see your name, email address, and some network information.

Many communications that you initiate through our Services (for example, an invitation sent to a non-Member) will list your name and primary email address in the header of the message. Messages you initiate may also provide the recipient with aggregate information about your network (for example, how many people are in your network). Other communications that you initiate through the Services, like a request for an introduction, will list your name as the initiator but will not include your personal email address contact information. Once you have connected with an individual, regardless of who sent the invitation, your contact information will be shared with that individual.

We use automatic scanning technology to help protect you and other Members. Such technology checks links and other content in your InMails, network updates and Group contributions to help us identify and block malicious links and malware, reduce spam and optimize the delivery of our Services.

2.4. Service Development; Customized Experience

We use the information and content you provide to us to conduct research and development and to customize your experience and try to make it relevant and useful to you.

We use information and content that you and other Members provide to us to conduct research and development for the improvement of our Services in order to provide you and other Members and Visitors with a better, more intuitive experience and drive membership growth and engagement on our Services and to help connect professionals to economic opportunity.

We also customize your experience and the experiences of others on our Services. For example, when you sign in to your account, we may display the names and photos of new Members who have recently joined your network or recent updates from your connections and companies you follow. We try to show you content, such as news and presentations, that is relevant to you, your industry, or your profession. We also use Members information and content for invitations and communications promoting our Services that are tailored to the recipient.

2.5. Sharing Information with Affiliates

We share your information across our different Services, among companies in the LinkedIn family.

We may share your personal information with our affiliates (meaning entities controlled by, controlling or under common control with LinkedIn) outside of the LinkedIn entity that is your data controller (for example, LinkedIn Corporation may share your information with LinkedIn Ireland, or other LinkedIn operating entities) as reasonably necessary to provide the Services.

We combine information internally across different Services. For example, SlideShare may recommend better content to you based on your LinkedIn content preferences and the articles you read on Pulse, and LinkedIn could present you a better tailored network update stream based on your SlideShare activity, whether or not you tied your SlideShare, Pulse and/or LinkedIn accounts (e.g. by signing in SlideShare or Pulse with your LinkedIn account), as we may be able to identify you across different Services using cookies or similar technologies.

2.6. Sharing Information with Third Parties

Any information you put on your profile and any content you post on LinkedIn may be seen by others.

We don't provide any of your non-public information (like your email address) to third parties without your consent, unless required by law, or as described in Sections 2.6 and 2.14 of this Policy.

Other people may find your LinkedIn profile information through search engines (you can choose which parts of your public profile are accessible to public search engines in your settings), or use services like Twitter in conjunction with your LinkedIn account.

We offer a “public profile” feature that allows you as a Member to publish portions of your professional profile to the public Internet. This public profile will be indexed and displayed through public search engines when someone searches for your name. You may choose the parts of your profile that search engines index or completely opt out of this feature in your LinkedIn account settings, or limit the publicly visible information in your SlideShare profile. However, third-party search engines may not automatically update their caches, which may contain old public profile information. Unless you delete them, your profiles on LinkedIn.com and our corresponding app or on SlideShare.net are always viewable on the respective Services.

The visibility of your professional profile to other Members depends on your degree of connection with the viewing Member, the subscriptions they may have, their usage of the Services, access channels and search types (e.g. by name or by keyword). For example, first degree connections can see your full profile and contact information. Others have more limited access, as detailed in our Help Center. Please note that recruiters and other such professional subscribers can see your full profile even if you did not approve their InMail.

We do not rent or sell personal information that you have not posted on our Services, except as described in this Privacy Policy. We will not disclose personal information that is not published to your profile or generated through engagement with our other services, such as Groups and Company Pages, except to carry out your instructions (for example, to process payment information) or unless we have your separate consent, unless we have a good faith belief that disclosure is permitted by law or is reasonably necessary to: (1) comply with a legal requirement or process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Privacy Policy or our User Agreement; (3) respond to claims of a violation of the rights of third parties; (4) respond to Member service inquiries; or (5) protect the rights, property, or safety of LinkedIn, our Services, our Members, Visitors, or the public. See Section 2.14 for additional details about our compliance with legal requests for information.

We support middleware providers that offer archiving solutions to firms subject to legal and regulatory archiving requirements, which, with your permission, facilitate the archiving of your communications and other activity by a third party for compliance purposes. Content distributed through our sharing features and third-party integrations may result in displaying some of your personal information outside of our Services. For example, when you post content to a Group that is open for public discussion, your content, including your name as the contributor, may be displayed in search engine results.

Also, if you have opted to bind any of your Service accounts to your Twitter, Facebook or other similar account, you can easily share content from our Services to these third party services, in accordance with your account settings (which you may change at any time) and respective policies of these third parties. Further, we allow third parties to look-up profile information (subject to your privacy settings) using your email address or first and last name information through its profile API (see Section 2.7. below).

Third parties (for example, your email provider) may give you the option to upload certain information in your contacts stored with us onto their own service. If you choose to share your contacts in this way, you will be granting your third party provider the right to store, access, disclose and use your these contacts in the ways described in such third party's terms and privacy policy.

2.7. Third Parties Using LinkedIn Platform Services

We work with developers to build Platform Applications using our developer tools. Whether you use Platform Applications is up to you.

If you have given a Platform Application access to your LinkedIn account, you can revoke that permission anytime. Also, you can opt out of providing information to developers through your connections.

We collaborate with and allow third parties to use our developer platform to offer services and functionality in conjunction with our Services. These third-party developers have either negotiated an agreement to use our platform technology or have agreed to our self-service API and Plugin terms in order to build applications (“Platform Applications”). Both the negotiated agreements and our API and Plugin terms contain restrictions on how third parties may access, store, and use the personal information you provide to us.

If you choose to use a Platform Application, you will be asked to confirm acceptance of the privacy policy and user agreement of the third-party developer. To revoke permission granted to a Platform Application, please visit your settings. Note, however, that even if you revoke the permission granted to a Platform Application, your connections may still be using the Platform Application, so the Platform Application may still have access to certain information about you, just as your connections do. You may opt out of providing information to third-party developers through your connections by accessing the “Turn on/off data sharing with third-party applications” control in the “Groups, Companies, and Applications” tab under settings.

2.8. Polls and Surveys

We conduct our own surveys and polls and also help third parties do this type of research. Your participation in surveys or polls is up to you. You may also opt out of getting invitations to participate in surveys.

Polls and Surveys may be conducted by us, Members, or third parties. Some third parties may target advertisements to you on the results page based on your answers in the poll. We or third parties may follow up with you via InMail regarding your participation unless you have opted out of receiving InMail messages. We may use third parties to deliver incentives to you to participate in surveys or polls. If the delivery of incentives requires your contact information, you may be asked to provide personal information to the third party fulfilling the incentive offer, which will be used only for the purpose of delivering incentives and verifying your contact information. It is up to you whether you provide this information, or whether you desire to take advantage of an incentive. Your consent to use any personal information for the purposes set forth in the poll or survey will be explicitly requested by the party conducting it. We are a member of the Council of American Survey Research Organizations ("CASRO") and abides by CASRO guidelines for market research. You may opt out of participating in surveys by changing your settings to stop receiving these inquiries and requests.

2.9. Search

Our Services help you search for other professionals, companies, groups, professional content, and jobs.

You can search for Members, employment opportunities, information about companies, and community content from Groups on our Services. For example, you can find Members with particular expertise or experience, or Members that you may know from your industry or profession. You can also find employment opportunities and information about companies. You can also find content from Groups, SlideShare and Pulse. We use personal information from our Services, including Member profiles, Groups content, and Company Pages, to inform and refine our search service.

2.10. Groups

You are responsible for any information you post on our Services, and this content will be accessible to others.

If you participate in Groups, share content on your network update stream, or import a blog or other content, you should be aware that any information you choose to disclose using these services can be read, collected, and used by other Members in these forums, developers, and other third parties, including advertisers. We are not responsible for the information you choose to submit in these forums. Your Groups contributions are typically searchable on our Services and some content in Groups may be public and searchable on the Internet if the group owner has not closed the group for public discussions. You can identify closed groups by the padlock icon next to the group name. You can remove your Groups posts at any time. However, others may have copied and used the information that you shared.

2.11. RESERVED

2.12. Talent Recruiting, Marketing and Sales Solutions

We offer a premium service to recruiters and others, which can be used to search for, organize, and communicate with potential candidates or offer business opportunities. In some cases we allow the export of public profile information. You can control how your information is exported by changing which parts of your public profile are accessible to search engines.

We offer customized people-search functionality along with organizational and communications tools (including activity alerts) as part of our talent recruiting, marketing and sales solutions. These services allow subscribers - generally, enterprises and professional organizations - to export limited information from Members' public profiles, such as name, headline, current company, current title, and location (for example, San Francisco Bay Area), in order to effectively manage candidate sourcing. You may limit or prevent such subscribers from exporting your profile information by configuring your public profile visibility settings to restrict access to these fields. We do not provide email or other contact information to these subscribers. However, if you post that information as part of your profile it will be available to them and others. A recruiter or other such subscriber may also manage and store information it has independently obtained about you outside of our Services, such as a resume, in connection with our platform. Any personal information obtained independently of our Services will not be added by us to your profile and is not under our control but is subject to the policies of our recruiting, marketing or sales solution subscriber. We store such information on behalf of such subscriber who can remove it at any time. We do not further process such information.

2.13. Pages for Companies, Schools, Influencers, and Other Entities

Companies and other entities can create pages on our Services. If you follow one of these pages, non-identifiable information about you will be provided to the page's administrators.

Certain pages on the Services are public (e.g., company and college pages), and any communications or information shared through them will be accessible by the entity that created them. If you follow a person or organization, you will be listed among its followers, which can be viewed by others including the page owner. We use aggregate information about followers and viewers to provide data about such pages' performance (for example, visits and updates).

2.14. Compliance with Legal Process and Other Disclosures

We may disclose your personal information if compelled by law, subpoena, or other legal process, or if necessary to enforce our User Agreement.

It is possible that we may need to disclose personal information, profile information, or information about your activities as a Member or Visitor when required by law, subpoena, or other legal process, whether in the United States, Ireland, or other jurisdictions, or if we have a good faith belief that disclosure is reasonably necessary to (1) investigate, prevent, or take action regarding suspected or actual illegal activities or to assist government enforcement agencies; (2) enforce the User Agreement, investigate and defend ourselves against any third-party claims or allegations, or protect the security or integrity of our Service; or (3) exercise or protect the rights, property, or safety of LinkedIn, our Members, personnel, or others. We attempt to notify Members about legal demands for their personal information when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. In light of our principles, we may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but do not commit to challenge every demand. To find out more about how we engage with government requests for data see our Law Enforcement Data Request Guidelines.

2.15. Disclosures to Others as the Result of a Change in Control or Sale of LinkedIn Corporation

If there is a change in control or sale of all or part of LinkedIn, we may share your information with a third party, who will have the right to use that information in line with this Privacy Policy.

We may also disclose your personal information to a third party as part of a sale of the assets of LinkedIn Corporation, a subsidiary, or division, or as the result of a change in control of the company or one of its affiliates, or in preparation for any of these events. Any third party to which we transfers or sells our assets will have the right to continue to use the personal and other information that you provide to us in the manner set out in this Privacy Policy.

2.16. Service Providers

We may employ third parties to help us with the Services

We may employ third party companies and individuals to facilitate our Services (e.g. maintenance, analysis, audit, marketing and development). These third parties have limited access to your information only to perform these tasks on our behalf and are obligated to LinkedIn not to disclose or use it for other purposes.

2.17 Data Processing Outside Your Country

We may process your information outside the country where you live.

We may transfer your information and process it outside your country of residence, wherever LinkedIn, its affiliates and service providers operate.

3. Your Choices & Obligations

3.1. Rights to Access, Correct, or Delete Your Information, and Closing Your Account

You can change your LinkedIn information at any time by editing your profile, deleting content that you have posted, or by closing your account. You can also ask us for additional information we may have about your account.

You have a right to (1) access, modify, correct, or delete your personal information controlled by LinkedIn regarding your profile, (2) change or remove your content, and (3) close your account. You can request your personal information that is not viewable on your profile or readily accessible to you (for example, your IP access logs) through LinkedIn's Help Center. If you close your account(s), your information will generally be removed from the Service within 24 hours. We generally delete closed account information and will de-personalize any logs or other backup information through the deletion process within 30 days of account closure, except as noted below.

With respect to SlideShare accounts and activity, if you would like us to delete your record and/or remove a particular comment you have made on SlideShare.net, or to provide a copy of any personal information to which you may be entitled, please contact us at privacy@slideshare.com. We will remove your information from SlideShare.net within 24 hours and delete and/or de-personalize it from our systems within 30 days of closure, except as noted below.

Please note: Information you have shared with others (for example, through InMail, network updates, content sharing, or Groups) or that others have copied may also remain visible after you have closed your account or deleted the information from your own profile. Groups content associated with closed accounts will show an unknown user as the source. In addition, you may not be able to access, correct, or

eliminate any information about you that other Members copied or exported out of our Services, because this information may not be in our control. Your public profile may be displayed in search engine results until the search engine refreshes its cache.

3.2. Data Retention

We keep your information for as long as your account is active or as needed. For example, we may keep certain information even after you close your account if it is necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce this agreement.

We retain the personal information you provide while your account is in existence or as needed to provide you services. We may retain your personal information even after you have closed your account if retention is reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes between Members, prevent fraud and abuse, or enforce this Privacy Policy and our User Agreement. We may retain personal information, for a limited period of time, if requested by law enforcement. Our Customer Service may retain information for as long as is necessary to provide support-related reporting and trend analysis only, but we generally delete or de-personalize closed account data consistent with Section 3.1., except in the case of our plugin impression data (i.e., the information that you visited on sites carrying our social plugin, but which you did not click on), which we de-personalize within 7 days (although we do maintain 30 days worth of webserver logs for security, debugging, and site stability purposes only) by creating aggregate data sets that cannot be traced back to individuals

4. Important Information

4.1. Minimum Age

You have to meet LinkedIn's minimum age requirements to create an account.

Visit our Safety Center for tips on using LinkedIn smartly and securely.

As described in Section 2.1 of the User Agreement, persons must be of Minimum Age to use LinkedIn. Please visit our Safety Center for additional information about safely using our Services.

4.2. TRUSTe and Safe Harbor

We partner with TRUSTe because we take your privacy seriously and are committed to putting you and all of our Members first. TRUSTe certifies our compliance with the TRUSTe program and verifies our compliance with the US-EU and US-Swiss Safe Harbor programs. If you can't resolve a complaint through LinkedIn Customer Support, you may also contact TRUSTe.

TRUSTe European Safe Harbor certification

LinkedIn.com and SlideShare.net have been awarded TRUSTe's Privacy Seal signifying that this Privacy Policy and its practices have been reviewed by TRUSTe for compliance with TRUSTe's program requirements.

If you have questions or concerns regarding this Policy, you should first contact LinkedIn. If contacting us does not resolve your complaint, you may raise your complaint with TRUSTe by Internet, by fax at 415-520-3420, or mail to TRUSTe Safe Harbor Compliance Dept. (click for mailing address). The complaint should include the name of company, the alleged privacy violation, your contact information, and whether you would like the particulars of your complaint shared with the company. The TRUSTe dispute resolution process shall be conducted in English. The TRUSTe program only covers information collected through www.linkedin.com, and does not cover information that may be collected through downloaded software or Plugins.

We comply with the U.S.-E.U. and U.S.-Swiss Safe Harbor Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from European Union member countries and Switzerland. We have certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view LinkedIn's certification, please visit <http://www.export.gov/safeharbor/>.

4.3. RESERVED

4.4. California's Shine the Light Law

We don't share any of your personal information with third parties for direct marketing.

California Civil Code Section 1798.83, known as the "Shine The Light" law, permits our customers who are California residents to request and obtain from us a list of what personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year and the names and addresses of those third parties. Requests may be made only once a year and are free of charge. Under Section 1798.83, we currently do not share any personal information with third parties for their direct marketing purposes.

4.5. Security

We take privacy and security seriously and have enabled HTTPS access to our site (turn on HTTPS), in addition to existing SSL access over mobile devices. Also, please know that the Internet is not a secure environment, so be careful and select strong passwords.

We have implemented security safeguards designed to protect the personal information that you provide in accordance with industry standards. Access to your data on our Services is password-protected, and data such as credit card information is protected by SSL encryption when it is exchanged between your web browser and the Services. We also offer secure https access to the LinkedIn.com website. To protect any data you store on our servers, we also regularly monitor our system for possible vulnerabilities and attacks, and we use a tier-one secured-access data center. However, since the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any information that you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login information. Please note that emails, instant messaging, and similar means of communication with other Members are not encrypted, and we strongly advise you not to communicate any confidential information through these means. Please help keep your account safe by using a strong password.

How To Contact Us

If you have questions or comments about this Privacy Policy, please contact us online or by physical mail at:

LinkedIn Corporation
Attn: Privacy Policy Issues
2029 Stierlin Court
Mountain View, CA 94043
USA