



Terms of Use

TechTarget, Inc. and its subsidiaries (“TechTarget,” “We,” or “Us”) seeks to provide its users (“You”) with relevant and useful information regarding information technology and services (the “Services”). These terms of use together with any documents they expressly incorporate by reference (collectively, the “Terms”) apply to all websites and content posted by and in connection with TechTarget and its related websites, information sharing, and community support platforms including those mentioned above (together, the “Websites”).

By accessing or using our Websites including any content, functionality, and services offered on or through TechTarget’s network, whether as a guest or a registered user, You agree to be bound by these Terms.

There may be times when We offer a special feature or service that has its own terms and conditions that apply in addition to these Terms. In those cases, the terms specific to the special feature or service control to the extent there is a conflict with these Terms.

1. COMMUNICATION, POSTS, AND SUBMISSIONS

TechTarget reserves the right to review all communication, media, and other materials prior to submission to the Websites and the right to remove any such submission for any reason, at any time, without prior notice, in its sole discretion. However, TechTarget does not undertake to review communications, media, and other materials before it is posted on the Websites and, therefore, cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, TechTarget assumes no liability for any action or inaction regarding transmissions, communications, or content provided by You or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

A. Communications:

If You submit comments, ideas, or feedback to us, You agree that We can use them without any restriction or compensation to You. We do not waive rights to use similar or related ideas or feedback previously known to us, developed by TechTarget, or obtained from sources other than You. Our Websites may contain functionality (including blogs, forums, and message boards) which allow individuals to upload and post content and comments to our Websites (collectively “Forums”). You agree that You will not upload or transmit any communications or content of any type to the Forums that infringe or violate any rights of any party or violate any applicable laws. By submitting communications or content to the Forums, You agree that such submission is non-confidential for all purposes.

If You use a FORUM, You are solely responsible for Your own communications AND the consequences of posting those communications. TECHTARGET, its employees and contributors shall not be responsible for the content and statements posted IN THE PUBLIC AREAS and shall have no liability for any Direct, indirect, incidental, special, or consequential damages, lost profits or injuries that result directly or indirectly from the use of the PUBLIC AREAS or reliance on the information or content posted IN THE PUBLIC AREAS.



B. Copyrights, Posts/Submissions, and DMCA Policy

You agree to only post or upload content including, but not limited to, articles, code, photos, videos or audio (together, “Content”), that You have taken or drafted yourself or that You have all rights to transmit and license and which do not violate or infringe any patent, trademark, trade secret, copyright, privacy or any other intellectual property or other rights of any other person.

By uploading any Content to the Websites or the Forums, You (a) warrant that You have explicit permission from the Content owner and, where appropriate, all persons appearing in your Content, for You to post the Content to the Websites and/or the Forums, (b) grant to TechTarget a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the Content; and (c) agree to indemnify TechTarget and its affiliates, directors, officers, and employees and hold them harmless from any and all claims and expenses, including attorneys’ fees, arising from the Content and/or your failure to comply with these Terms.

If You believe that material posted on or linked to the Websites or the Forums violates your copyright, please see our [Digital Millennium Copyright Act Notice](#) for instructions on sending us a notice of copyright infringement. TechTarget reserves the right to terminate an individual’s access to and use of the Websites and Forums if, under appropriate circumstances, the individual is determined to be a repeat infringer of the copyrights or other intellectual property rights of TechTarget or others.

2. CONDUCT

Engaging in targeted abuse or harassment on the Websites or in Forums will not be tolerated.

A. Abusive Behavior

The following abusive behaviors violate these Terms and may result in TechTarget taking action against individuals. TechTarget reserves the right to modify this list at any time, in its sole discretion.

- **Targeted Harassment and/or the Encouraging of Others to do so:** Do not engage in harassing, bullying, or threatening behavior, and do not incite others to engage in these activities. Anyone using the Websites or Forums to single someone out for malicious abuse, to threaten someone with serious harm, to sexualize a person in an unwanted way, or to harass in other ways may have the offending content removed or be permanently banned from the Websites or Forums. In emergency situations, We may escalate imminent threats of serious harm to law enforcement. Online harassment is also illegal in many places and can have serious offline consequences for both the harasser and the victim.
- **Threatening or Inciting Violence:** Do not post content containing threats of physical harm directed towards a specific person or group of individuals or depicting graphic or gratuitous violence. Encouraging violence or attacking anyone based on their race, ethnicity, national origin, sex, gender, gender identity, sexual orientation, religious affiliation, or disabilities is NOT allowed. Individuals who happen upon such posts should immediately contact TechTarget at legal@techtarget.com.



- **Impersonating Others:** You may not impersonate others in a manner that does or is intended to mislead or deceive other or misrepresents your affiliation with any person or organization. Individuals portraying another person in a confusing or deceptive manner or otherwise misrepresents themselves may be banned from the Websites and Forums.
- **Unauthorized Posting of Personal and Confidential Information:** Do not distribute other people's personal and confidential information, such as credit card numbers, confidential national ID numbers, or account passwords without their permission.
- **Malicious and Deceptive Practices:** Do not transmit viruses, malware, or any other malicious or destructive code. Do not distribute content that harms or interferes with the operation of the networks, servers, or other infrastructure of TechTarget or others. Do not use our Services for phishing scams. Additionally, the harvesting, scraping, or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments is strictly prohibited. You may not post any content that gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- **Posting Illegal Content:** It is strictly prohibited to upload content or media of any kind that contain expressions of hate, abuse, pornography, or are deemed sexually explicit, including content that exploits or abuses children, or any other material that could give rise to any civil or criminal liability under applicable law or regulations. This includes any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- **Promoting or Participating in Illegal Activities:** Do not use our Websites or Forums to engage in illegal activities or to advocate, promote, or assist in any unlawful activities.
- **Spam:** Do not use our Websites or Forums to spam, including by sending unwanted promotional or commercial content, or unwanted or mass solicitations.
- **Account Hijacking:** Do not access another user's TechTarget account without their permission.
- **Miscellaneous:** Engaging in any other conduct that restricts or inhibits any other person from using or enjoying a the Websites or Forums, or which, in the judgment of TechTarget, exposes TechTarget or any of its members, customers, or suppliers to any liability or detriment of any type, including reposting another individual's statements or content on another website, without their permission.

B. Enforcement Against Abusive Behavior

TechTarget reserves the right to take action in response to any abusive behavior on the Websites or in its Forums including, but not limited to

1. Recording the dialogue in Forums.



2. Investigating allegations that a communication(s) do(es) not conform to the Terms or any other TechTarget policy to determine in its sole discretion whether to remove or to request the removal of the communication(s).
3. Remove content which does not conform to these Terms.
4. Terminate an individual's access to any or the Websites and/or Forums upon any breach of the Terms.
5. Monitor, edit, or disclose any communication in the Forums.
6. Edit or delete any communication(s) posted on the Websites or in the Forums, regardless of whether such communication(s) violate these standards.

C. Reporting Abusive Behavior

If You have become the target of abusive activity or are seeing it take place in a profile on the Website or in a discussion Forum, please report the user to TechTarget by sending an email to legal@techtarget.com and by alerting the Forum moderators to the abusive activity.

3. OWNERSHIP

Unless explicitly stated otherwise, the contents of the Websites are the exclusive property of TechTarget, and may not be copied, distributed, displayed, altered or modified, or reproduced or transmitted, in any form or by any means including, but not limited to, electronic, photocopy, or otherwise, without the prior written permission of TechTarget. The corporate and product names, slogans, logos and other Content contained on the Websites are the registered or unregistered trademarks or service marks of TechTarget or are used by the Websites with the permission of their owners. The use, copying, or alteration of any trademark without the express prior written consent of TechTarget or, where applicable, the registered owner's express prior written consent is strictly prohibited.

4. THIRD PARTY LINKS AND WEBSITES

The Websites contain links to third party websites, apps, services, and resources (collectively "Third Party Services") that are not under TechTarget's control. We provide these links only as a convenience and are not responsible for the content, products, or services that are available from Third Party Services. If you decide to access any Third Party Services, you do so entirely at your own risk and subject to the terms and conditions of use for such services.

5. BREACHES OF THESE TERMS

Without prejudice to TechTarget's other rights under these Terms, if You breach these Terms in any way, TechTarget may take such action as it deems appropriate to deal with the breach, including suspending your access to the Websites or the Forums, prohibiting You from accessing the Websites or the Forums, and bringing court proceedings against You.



6. INDEMNITY

You agree to defend, indemnify, and hold TechTarget, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of the Terms and any other policy in connection with the Websites.

7. CHANGES

TechTarget may change these Terms at any time without notice. Accordingly, We encourage You to periodically read these Terms as well as our Privacy Policy to determine the terms to which You are bound.

8. JURISDICTION

You expressly agree that exclusive jurisdiction for any dispute with TechTarget, or in any way relating to your use of the Websites, resides in the courts of the Commonwealth of Massachusetts and You further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Massachusetts in connection with any such dispute including any claim involving TechTarget or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms are governed by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws principles. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

9. WAIVER AND SEVERABILITY

No waiver by TechTarget of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of TechTarget to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

10. CONTACT US

If You have additional questions about this these Terms, please write to us at legal@techtarget.com or at:



TechTarget, Inc.
275 Grove Street
Newton, MA 02466
Attn: Legal Department

Effective: 5/19/2017

©2017 TechTarget, Inc. All rights reserved. TechTarget reserves the right to make changes in terms, conditions and specifications and other information contained in this document without prior notice. The reader should in all cases consult TechTarget to determine whether any such changes have been made.