

**Snowflake Community Terms of Service**  
**Last Updated: June 1, 2021**

Please read these Terms of Service (these “Terms”) and our Privacy Notice (<https://www.snowflake.com/privacy-policy/>) (“Privacy Notice”) carefully because they govern your use of the Snowflake Community website located at <https://community.snowflake.com/s/> (the “Site”) and our associated community portal, community forum and features (including our Data Heroes Program as described at <https://community.snowflake.com/s/dataheroes>), support, educational and training resources, and other services accessible via the Site offered by Snowflake, Inc. (“Snowflake”). To make these Terms easier to read, the Site and the above-described services and features available through the Site are collectively called the “Community.”

**IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. USERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND SNOWFLAKE THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 18 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION.**

**1. Agreement to Terms.** By using the Community, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Community.

**2. Additional Terms.** Additional terms may apply with respect to your use and access of Snowflake products and services other than the Community, as specified in an applicable written or electronic agreement between the parties thereto (“Other Agreement”). In the event of any conflict or inconsistency between these Terms and any Other Agreement, these Terms will control with respect to the Community.

**3. Privacy Notice.** Please review our Privacy Notice, which also governs your use of the Community, for information on how we collect, use and share your information, including your personal information choices and changes, your privacy rights, and how to make a consumer or data subject right request as may apply in your region.

**4. Changes to these Terms or the Community.** We may update the Terms from time to time at our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site or may also send other communications. It’s important that you review the Terms whenever we update them or you use the Community. If you continue to use the Community after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Community anymore. As the Community evolves over time we may change or discontinue all or any part of the Community, at any time and without notice, at our sole discretion.

**5. Who May Use the Community?**

You may use the Community only if you are 18 years or older and capable of forming a binding contract with Snowflake, and not otherwise barred from using the Community under applicable law.

For certain features of the Community you’ll need an account with Snowflake. Snowflake reserves the right to change its account registration requirements and procedures from time-to-time, and will have

sole discretion in deciding whether or not to approve your account. It's important that you provide us with accurate, complete and current account information and keep this information up to date. If you don't, we might have to suspend or terminate your account. To protect your account, keep the account details and password confidential, and notify us right away of any unauthorized use. You're responsible for all activities that occur under your account.

**6. Community Benefits.** In connection with your use of the Community, you may receive access to certain benefits, including, but not limited to rewards, points, badges, achievements, events, contests or other promotions (collectively, "**Community Benefits**"). Community Benefits are offered by Snowflake at its sole discretion, and may be modified or discontinued by Snowflake from time-to-time without prior notice to you. Your receipt of Community Benefits may also be conditioned on your acknowledgement and acceptance of additional terms or agreements as may be communicated by Snowflake to you from time-to-time. Such terms or agreements will control in the event of any conflict or inconsistency with these Terms.

**7. Community Materials.** In connection with your use of the Community, you may receive access to content, information, advice, posts and other materials available on or through the Community, including, but not limited to content and posts from other users, training videos, guides, troubleshooting tips, articles and blog posts (collectively, "**Community Materials**"). You acknowledge and agree that Snowflake is not obligated to monitor any Community Materials for quality, accuracy or completeness, and that your use of and reliance upon any Community Materials will be at your sole risk.

**8. Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Community or any of Snowflake's other products or services ("**Feedback**"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you, and you warrant that you have the right to provide us with such Feedback without infringement or violation of any third-party rights.

**9. Content Rights.**

**(a) Posting Content.** The Community may allow you to store, transmit, post or share content such as text (in posts or communications with others), files, documents, graphics, images, audio, video and other materials. Anything (other than Feedback) that you post or otherwise make available through the Community is referred to as "**User Content**". Snowflake does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content outside of the Community.

**(b) Permissions to Your User Content.** By making any User Content available through the Community you hereby grant to Snowflake a non-exclusive, transferable, worldwide, perpetual, irrevocable royalty-free license, with the right to sublicense through one or more tiers, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Community.

(c) Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Community, nor any use of your User Content by Snowflake on or through the Community will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

(d) Removal of User Content. You can remove certain User Content from the Community by specifically deleting it from the Community. You should know that in certain instances, some of your User Content (such as support requests and logs) may not be completely removed and copies of your User Content may continue to exist on the Community. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

(e) Snowflake's Intellectual Property. We may make available through the Community content and information that is subject to intellectual property rights, including, but not limited to Community Materials. As between the parties, we retain all rights to that content and information, except as set forth above with respect to User Content.

**10. General Prohibitions and Snowflake's Enforcement Rights.** You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is disparaging, defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Community or any individual element within the Community, Snowflake's name, any Snowflake trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Snowflake's express written consent;

(c) Access, tamper with, or use non-public areas of the Community, Snowflake's computer systems, or the technical delivery systems of Snowflake's providers;

(d) Attempt to probe, scan or test the vulnerability of any Snowflake system or network or breach any security or authentication measures;

- (e)** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Snowflake or any of Snowflake's providers or any other third party (including another user) to protect the Community;
- (f)** Attempt to access or search the Community or download content from the Community using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Snowflake or other generally available third-party web browsers;
- (g)** Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation in connection with the Community;
- (h)** Use any meta tags or other hidden text or metadata utilizing a Snowflake trademark, logo URL or product name without Snowflake's express written consent;
- (i)** Use the Community (including any Community Materials), or any portion thereof, for any commercial purpose or for the benefit of any third party (other than pursuant to an active Other Agreement with Snowflake) or in any manner not permitted by these Terms;
- (j)** Accept any gifts, services, money or anything of value from other users or Snowflake's partners for direct or indirect personal gain as a community member in connection with the Community;
- (k)** Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Community;
- (l)** Collect or store any personally identifiable information from the Community or Community Materials from other users of the Community without their express permission;
- (m)** Impersonate or misrepresent your affiliation with any person or entity;
- (n)** Violate any applicable law or regulation;
- (o)** Use the Community (including any Community Materials) to benchmark or to build similar or competitive products or services as offered by Snowflake; or
- (p)** Encourage or enable any other person or entity to do any of the foregoing.

Snowflake is not obligated to monitor access to or use of the Community or to review or edit any content or information available on or in connection with the Community. However, we have the right to do so for the purpose of operating the Community, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Community. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**11. DMCA/Copyright Policy.** Snowflake is committed to respecting and protecting the legal rights of copyright owners. As such, Snowflake adheres to the following notice and take down policy, in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. § 512 et seq.). If you believe any of the Materials infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a “**DMCA Takedown Notice**”). To be valid, a DMCA Takedown Notice must (i) be provided to Snowflake’ designated agent, (“**Copyright Agent**”), as set forth below, and (ii) include the following:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- (c) Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- (d) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Snowflake’s Copyright Agent to receive DMCA Takedown Notices is: [dmca@snowflake.com](mailto:dmca@snowflake.com)

**12. Links to Third Party Websites or Resources.** The Community may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

**13. Termination.** We may suspend or terminate your access to and use of the Community, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by sending us an email at [community@snowflake.com](mailto:community@snowflake.com). Upon any termination, discontinuation or cancellation of the Community or your account, the following Sections will survive: 6, 7, 8, 9(b), 9(c), 9(d), 9(e), 10, 12, 13, 14, 15, 16, 17, 18 and 19.

**14. Warranty Disclaimers.** THE SERVICES, COMMUNITY MATERIALS AND COMMUNITY BENEFITS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Community or any Community Materials or Community Benefits will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the availability, quality, accuracy, timeliness, truthfulness, completeness or reliability of the Community or any Community Materials or Community Benefits.

**15. Indemnity.** You will indemnify and hold Snowflake and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with: (a) your access to or use of the Community, Community Materials or Community Benefits; (b) your User Content; or (c) your violation of these Terms.

**16. Limitation of Liability.**

**(a) Neither Snowflake nor its affiliates or service providers will be liable to you for any loss of use, lost or inaccurate data, interruption of business, costs of delay, lost profits, or any indirect, special, incidental, reliance, punitive, exemplary or consequential damages of any kind, even if informed of the possibility of such damages in advance.**

**(b) Snowflake's and its affiliates' and service providers' total aggregate liability to you in connection with these Terms, the Community, Community Materials and Community Benefits will not exceed one-hundred dollars (\$100.00).**

**(c) The limitations in this Section 16 will apply, regardless of the form of action, whether in contract, statute, tort (including negligence), strict liability or otherwise and even if any limited remedy specified in these Terms is found to have failed of its essential purpose.**

**17. Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 18 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and Snowflake are not required to arbitrate will be the state and federal courts located in the Wilmington, Delaware, and you and Snowflake each waive any objection to jurisdiction and venue in such courts.

**18. Dispute Resolution.**

**(a) Mandatory Arbitration of Disputes.** We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Community (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Snowflake agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Snowflake are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

**(b) Exceptions.** As limited exceptions to Section 18(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

**(c) Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org).

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

**(d) Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

**(e) Injunctive and Declaratory Relief.** Except as provided in Section 18(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

**(f) Class Action Waiver.** **YOU AND SNOWFLAKE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

**(g) Severability.** With the exception of any of the provisions in Section 18(f) of these Terms (“**Class Action Waiver**”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

**19. General Terms.**

**(a) Reservation of Rights.** Snowflake and its licensors exclusively own all right, title and interest in and to the Community, including all associated intellectual property rights. You acknowledge that the Community is protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Community.

**(b) Entire Agreement.** These Terms constitute the complete and exclusive statement of the mutual understanding between Snowflake and you regarding the Community, Community Benefits and Community Materials, and cancels all previous written and oral agreements, understandings and communications between Snowflake and you regarding the Community, Community Benefits and Community Materials. If any provision of these Terms is invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Snowflake's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and void. Snowflake may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

**(c) Notices.** Any notices or other communications provided by Snowflake under these Terms will be given: (i) via email; or (ii) by posting to the Community. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

**(d) Waiver of Rights.** Snowflake's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Snowflake. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**20. Contact Information.** If you have any questions about these Terms or the Community, please contact Snowflake at [community@snowflake.com](mailto:community@snowflake.com).