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Social Media Solution Guide

Legal Terms for Social Engagement 8.5.3

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Overview

IMPORTANT - THIS DOCUMENT MUST BE READ IN FULL AND TERMS ACCEPTED PRIOR TO THE DEPLOYMENT OR UPGRADE OF GENESYS SOCIAL ENGAGEMENT

The release of Genesys Social Engagement version 8.5.3 ("Product") introduces some *significant changes* over earlier versions of the product. For details regarding these changes, please see [this link](#).

Prior to deploying (or upgrading) and using the Product (and subsequent versions) you agree to review the remainder of this document, after which you will select the **click-to-accept** option to be bound by these Terms. If you do not agree to these Terms, in whole or in part, you will reject the Terms and refrain from deploying or otherwise using the product. If you are deploying (or upgrading) the product on behalf of an organization or entity ("Customer"), then you are agreeing to these Terms on behalf of that Customer and you represent and warrant that you have the authority to bind the Customer to these Terms. In that case, "you" and "your" refers to you and that Customer.

Social Engagement Channels

Channels in the Product are used to source and dispatch data to and from Twitter and Facebook and potentially other Social Networks ("Social Media Providers"). You, or authorized persons working with the Customer may setup channels for the purposes of enabling engagement around Customer's business on Social Media. Customers will not setup channels for the purpose of monitoring competitors branded social networking pages or for uses outside of the need to engage and manage conversations regarding their business on Social Media.

The Customer's usage of Social Media will be bound by the Social Media Providers: Rules, and Terms of Service, that may be found on Social Media Providers branded web pages. Notwithstanding any term in the Agreement to the contrary, Genesys reserves the right to suspend the Product, or portion thereof, or reject or cancel the transmission of any information through the Product based upon (i) reasonable belief that the use of the Product is in violation of applicable laws or Social Media Providers Terms of Service (ii) Customer's use unreasonably burdening the platform running the Product (e.g., use of broad search criteria) or (iii) an imminent compromise to the security or integrity of the platform running the Product. As practicable depending on the circumstances, Genesys will provide written notice of the suspension and keep Customer reasonably informed of Genesys' efforts to restore the Customer's use of the Product.

Customer Interactions Stored in the Genesys Data Center

In order to facilitate the use of the analytics component of the Product, Genesys will store a copy of the customer's inbound and outbound Twitter and Facebook posts, comments, and messages ("Customer Interactions") in a Genesys-managed software-as-a-service environment/data center, for a maximum of 4 months, after which the data will be deleted from the Genesys-managed software-as-a-service environment/data center. Customer will not use the Product to receive or transmit sensitive data, including but not limited to personal health information, personally identifiable

information, passwords and sensitive account access information, and credit card information. Provided that Customer is fully compliant with the limitations in this Agreement, Genesys shall maintain reasonable, appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Interactions while such interactions are stored with the Genesys-managed software-as-a-service environment/data center center

As between Genesys and Customer, the Customer Interactions are the proprietary material of Customer and shall be considered Customer's Confidential Information. Customer grants Genesys a non-exclusive, non-sublicenseable (except to parties working on Genesys' behalf), non-transferable, royalty-free license to access, process, store, transmit, and otherwise make use of the Customer Interactions as directed by Customer or as necessary to provide the Product capabilities and to otherwise fulfill its obligations under and in accordance with the Agreement.

Data Limits

Genesys does not limit the number of inbound Customer Interactions, but limits imposed by 3rd parties such as Twitter and Facebook apply to inbound Customer Interactions and thus may impact the availability and throughput of such inbound Customer Interactions. Inbound Customer Interactions may include tweets that mention the company's handle or tweets that mention keywords, or Twitter Direct Messages, or any posts or comments around the customer's Facebook page or events, or Facebook Private Messages via Facebook or Facebook Messenger.

Genesys does not limit the number of outbound Customer Interactions that are issued in direct response to inbound Customer Interactions.

Service Availability Support and Warranties

Service level targets as set out in the [Support Guide for On-Premises Licenses](#) shall come into effect following acknowledged receipt of All Relevant Information being supplied by Customer to Genesys for the Product.

Maintenance must be purchased with new and continued use of the Product. The analytics component of the Product is facilitated by the Genesys-managed software-as-a-service environment/data center. Use of analytics component of the Product is only available for those customers that purchase and continuously maintain Maintenance. Lapse in maintenance coverage terminates any usage right of the analytics component of the Product.

Customers that discontinue Maintenance, may build custom interfaces to Social Media Providers, and continue to use the engagement capabilities of the Product.

Customer acknowledges that the Product is dependent on access to various third party services (including (but not limited to) Twitter and Facebook) and you agree that Genesys is not responsible for the non-availability, delays, failures or interruption affecting the Service or the performance of the Service caused by any such third party services or errors or bugs in software, hardware or the Internet on which the Service relies as you acknowledge that we do not control such third party services and such errors or bugs are inherent in the use of such software, hardware and the Internet.

Disclaimer

THE PRODUCT AND SERVICES ARE PROVIDED ON AN "AS IS" "WHERE IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GENESYS MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SOCIAL ENGAGEMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, COMPLETE, OR ERROR-FREE.

Do you accept these terms?

ACCEPT