

REDDIT — FTC ADDENDUM TO USER AGREEMENT FOR REDDIT

This Addendum ("Addendum") to the reddit User Agreement ("User Agreement") found at <http://reddit.com/help/useragreement> ("User Agreement URL") for the reddit services ("Services") is entered into on July 18, 2013 ("Addendum Effective Date") by Federal Trade Commission ("FTC") AND reddit Inc. ("reddit").

BACKGROUND

The parties recognize that FTC, a United States Government entity, is required, when entering into agreements with other parties, to follow applicable federal laws and regulations governing its agreements with other parties. Such laws and regulations include limitations on matters related to indemnification, fiscal law, advertising and endorsements, governing law and dispute resolution forum; and affirmative duties related to ethics, security, accessibility, and freedom of information. FTC and reddit agree that modifications to the reddit User Agreement are appropriate to accommodate FTC's legal status and public mission. The free Services provided pursuant to this agreement are commercial.

NOW, THEREFORE, in consideration of mutual covenants set forth herein, the parties hereby agree as follows:

TERMS

- A. Precedence; Further Amendment; Termination: This Addendum constitutes an amendment to the reddit User Agreement and the reddit Privacy Policy, available at <http://www.reddit.com/wiki/privacypolicy> ("reddit Privacy Policy"); language in the reddit User Agreement and reddit Privacy Policy indicating it alone is the entire agreement between the Parties is waived. If there is any conflict between this Addendum and the reddit User Agreement or reddit Privacy Policy, or between this Addendum and other rules or policies on reddit's site or services, this Addendum shall prevail. This Addendum may be further amended only upon written agreement executed by both Parties. FTC may close FTC's account and terminate this agreement at any time. reddit may close FTC's account and terminate this agreement only upon 30 days written notice.
- B. Government entity: "You" within the reddit User Agreement shall mean the FTC itself and shall not apply to, or bind (i) the individual(s) who utilize the reddit Services on FTC's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the EDP.
- C. Public purpose: Any requirement(s) set forth within the reddit User Agreement that use of the reddit site and services be for private, personal and/or non-commercial purposes is hereby waived to the extent the FTC wishes to use the reddit site and services for a general public purpose that is not designed to generate revenue.
- D. Agency content serving the public: reddit hereby approves FTC's distribution or other publication via the reddit Website of materials which may contain or constitute FTC programs, outreach or initiatives.

- E. Indemnification: FTC is not subject to any indemnification provisions. Liability of FTC for any breach of the reddit User Agreement or this Addendum, or any claim arising from the reddit User Agreement or this Addendum, shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of reddit for any breach of the reddit User Agreement or this Addendum, or any claim arising from the reddit User Agreement or this Addendum, shall be determined by applicable federal law.
- F. Governing law: The reddit User Agreement and this Addendum shall be governed, interpreted and enforced in accordance with the federal laws of the United States of America.
- G. Additional changes to reddit User Agreement: Language in the reddit User Agreement reserving to reddit the right to change the reddit User Agreement without notice at any time is hereby amended to provide FTC with notice of any material change to the reddit User Agreement, and if FTC requests, reddit shall, if commercially reasonable, enter into good faith discussions regarding whether the material change shall be applicable to the FTC in the future. reddit shall send this notice to the email address FTC designates at the time FTC signs up for service, and FTC shall notify reddit of any change in the notification email address during the life of the Addendum.
- H. Access and use: reddit acknowledges that the FTC's use of reddit's site and services may energize significant citizen engagement. Language in the reddit User Agreement allowing reddit to terminate service, or close the FTC's account, at any time, for any reason, is modified to reflect the Parties' agreement that reddit may unilaterally terminate service and/or terminate FTC's account only for breach of FTC's obligations under the reddit User Agreement or its material failure to comply with the instructions and guidelines posted on the Site, or if reddit ceases to operate its site or services generally. reddit will provide FTC with a reasonable opportunity to cure any breach or failure on FTC's part. Provision on automated means to access the Site: The reddit User Agreement is amended to allow the FTC to apply such tools as necessary to fulfill FTC's obligations under the Federal Records Act, Presidential Records Act or other applicable federal law or regulation.- Modifications of user content: reddit agrees that the right reserved in the reddit User Agreement to modify, adapt or remove FTC content is limited to technical actions necessary to index, format and display that content. FTC understands that the presentation layer of the reddit services modify the appearance of FTC content. The right to modify or adapt does not include the right to substantively edit or otherwise alter the meaning of the content. reddit shall notify FTC prior to the occurrence of any modifications, adaptations, changes or removals of FTC content by reddit outside of the presentation layer. BOP understands that reddit's ability to control the removal of content is limited to those sections (subreddits) moderated entirely by reddit employees. FTC content may be removed, but not modified, in sections (subreddits) moderated or controlled by users. Notwithstanding the foregoing, nothing in this Addendum shall result in an expansion of FTC rights as a United States Government entity under the Copyright Act of 1976 (17 U.S.C. §§101 et seq.), specifically including Section 105 of the Act.
- I. Limitation of liability: The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the reddit User Agreement in any way grants reddit a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.

- J. Uploading, deleting: The Parties understand and agree that FTC is not obligated to place any content on the reddit site, and FTC reserves the right to remove any and all content placed by FTC on the reddit site at FTC's sole discretion. For clarity, FTC shall not have the ability to remove any content created or published on the reddit site by third parties.
- K. No endorsement: reddit agrees that FTC seals, trademarks, logos, service marks, trade names, and the fact that FTC has a presence on the reddit site and uses its services, shall not be used by reddit in such a manner as to state or imply that reddit's products or services are endorsed, sponsored or recommended by FTC or by any other element of the Federal Government, or are considered by these entities to be superior to any other products or services. reddit agrees not to display any FTC or government seals or logos on reddit's homepage or elsewhere on the reddit site, unless permission to do has been granted by the FTC or by other relevant federal government authority. reddit may list the FTC's name in a publicly available customer list so long as the name is not displayed in a more prominent fashion than that of any other third party name.
- L. No business relationship created: The Parties are independent entities and nothing in this Addendum or reddit User Agreement creates an agency, partnership, or joint venture.
- M. No cost agreement: Nothing in this Addendum or reddit User Agreement obligates FTC to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Addendum or reddit User Agreement are contingent upon the payment of fees by one party to the other.
- N. Provision of data: reddit shall use commercially reasonable efforts to provide API access for the following categories of information relating the FTC profile (subject to the technical limits of the API) : (i) All public profile information; (ii) All content and comments published by the FTC profile; (iii) Direct messages sent and received by the FTC profile; (iv) Content upvoted by the FTC profile ; (V) Content saved to the FTC profile's account; (vi) Data on subreddits created by the FTC profile. Should the data listed above not be accessible via the API, reddit commits to provide a one-time export of all data related to the FTC profile. In case of termination of service, within 30 days of such termination will continue to provide FTC with access to the data listed above. Data will be provided in a commonly used format as reddit deems appropriate.
- O. Separate future action for fee based services: reddit provides services at a basic level free of charge to the public, but this may change in the future. FTC acknowledges that while reddit will provide FTC with some services and features for free, reddit reserves the right to begin charging for those services and features at some point in the future. reddit will provide FTC with at least 30 days advance notice of a change involving the charging of fees for the basic level of service. FTC also understands that reddit may currently offer other premium and enterprise service for a fee. The Parties understand that fee-based services are categorically different than free products, and are subject to federal procurement rules and processes. Before FTC decides to enter into a premium or enterprise subscription, or any other fee-based service that reddit or alternative providers may offer now or in the future, FTC agrees to determine that BOP has a need for these additional services for a fee, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that FTC funds are available for payment, to properly use the Government Purchase Card if that Card is used as

the payment method, to review any then-applicable reddit User Agreement for conformance to federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and FTC guidelines when initiating that separate action.

- P. Assignment: Neither party may assign its obligations under this Addendum or reddit User Agreement to any third party without prior written consent of the other, provided however that no such consent shall be required in the event of a transfer or assignment of all of a party's rights or obligations to a successor to substantially all of the assets or business of such party. Upon any such assignment, the assignee shall provide prompt written notice to the other party.
- Q. Posting and availability of this Amendment: Any provision of the reddit User Agreement requiring modifications to the reddit User Agreement to be posted on reddit's website is inapplicable since this Addendum is of limited, not general, application, and is otherwise waived for this special circumstance. The Parties agree this Addendum contains no confidential or proprietary information, and FTC may release it to the public upon request and to other agencies interested in using reddit's site and services.
- R. Security: reddit will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security (for clarity, as currently conducted by reddit), to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data. Recognizing the changing nature of the Web, reddit plans to continuously work with users to ensure that its products and services meet users' requirements for the security of systems and data. reddit agrees to discuss in good faith implementing additional security controls as deemed necessary by FTC, in conformance with the Federal Information Security Management Act (FISMA).
- S. Restriction Against Disclosure: reddit agrees, in the performance of this agreement, to keep non-public information furnished by FTC in the strictest confidence, said information being the sole property of FTC. reddit also agrees not to publish, reproduce or otherwise divulge such information, in whole or in part, in any manner or form, nor authorize or permit others to do so, taking reasonable measures as are necessary to restrict access to the information, while in his or her possession, to those employees who must have the information to perform the work provided herein on a "need to know" basis, and agrees to immediately notify FTC in writing, in the event reddit determines, or has reason to suspect, a breach of this requirement. reddit also agrees to notify FTC if it receives a request for FTC information and to not respond to such a request without FTC's consent, unless otherwise required by law. The foregoing confidentiality restrictions shall not apply to disclosure by reddit in compliance with applicable law, provided reddit uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows FTC to participate in the proceeding.
- T. Additional Items for Discussion and Possible Inclusion in this Agreement: reddit understands changes in federal law, regulation and policy may affect FTC's use of reddit's products and services' in ways not addressed in the list of clauses above. Much depends on the nature of the products and services offered by reddit (which may change from time to time), and how FTC intends to use those services (which also may change). The following are among the dynamic topics FTC may discuss with reddit and which may lead to the insertion of additional clauses in this Addendum: privacy, accessibility, and security.

reddit



Federal Trade Commission



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Date: 7/19/13

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