

HP Propel Acceptable Use Policy and Terms and Conditions



ACCEPTABLE USE POLICY

This **ACCEPTABLE USE POLICY** ("AUP") describes acceptable use of and access to the Services offered by Hewlett-Packard Company and its subsidiaries and affiliates (collectively, "HP"). **BY ACCESSING OR USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AUP. If you violate this AUP or authorize or help others to do so, HP may suspend or terminate your use of the Services in accordance with the terms of the Customer Agreement.** Unless otherwise defined herein, all capitalized terms used within this AUP have the same meaning as ascribed to such terms in the Customer Agreement.

PROHIBITED USE AND CONTENT

Customer may not upload Content or use the Services in a manner that HP believes:

1. Violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law (each a "Law"), including, but not limited to, the Digital Millennium Copyright Act, or those Laws concerning child pornography and illegal gambling;
2. Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;
3. Violates or otherwise encroaches on the rights of others, including, but not limited to, infringing or misappropriating any intellectual property or proprietary right of another;
4. Advocates or induces illegal activity;
5. Stalks, harasses, or harms anyone, including minors;
6. Impersonates any person or entity or otherwise misrepresents Customer's affiliation with a person or entity;
7. Modifies, alters, tampers with, repairs, or otherwise creates derivative works of any software included in the Services (except to the extent software included in the Services is provided to Customer under a separate license that expressly permits the creation of derivative works);
8. Except as allowed by local law, reverse engineers, disassembles, or decompiles the Services or software included in the Services;
9. Accesses or uses the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;
10. Interferes with or disrupts the Services or servers or networks connected to the Services;
11. Uses any high volume automated means (including robots, spiders, scripts or similar data gathering or extraction methods) to access the Services or any other accounts, computer systems, or networks connected to the Services (each a "System");
12. Attempts to gain unauthorized access to any portion of the Services or any System, whether through hacking, password mining, or any other means;
13. Violates the security or integrity of a System, including, but not limited to:
 - Accessing or using any System without permission, including attempts to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System;
 - Monitoring data or traffic on a System without permission;
 - Forging packet or email headers, or any part of a message describing its origin or route;
 - Uploading Content that contains viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code, or any other content that may compromise the Services; or
 - Hacking, destabilizing, or adapting the Services, or altering another website to falsely imply it is affiliated with the Services;

14. Connects to any users, hosts, or networks where Customer does not have permission to communicate with such users, hosts, or networks, including, but not limited to:
 - Monitoring or crawling a System so that such System is impaired or disrupted;
 - Conducting denial of service attacks;
 - Intentionally interfering with the proper functioning of any System, including any deliberate attempt to overload a system by any means;
 - Operating network services like open proxies, open mail relays, or open recursive domain name servers; or
 - Using means (manual or electronic) to avoid any use limitations placed on a System, such as access and storage restrictions;
15. Distributes, publishes, sends, or facilitates unsolicited mass e-mailings, promotions, advertising, or solicitations, including commercial advertising and informational announcements;
16. Alters or obscures mail headers or assume a sender's identity without the sender's explicit permission; or
17. Collects replies to messages if those messages violate this AUP.

HP has the sole discretion to determine whether Content or Customer's use of the Services is prohibited. All Content that is provided to HP or actions that are performed via Customer's account, whether provided or performed by Customer's employees, Customer's contractors, or Customer's customers and end users, are the sole responsibility of Customer.

MONITORING AND ENFORCEMENT

While not obligated to perform investigations, in accordance with the terms of the Customer Agreement, HP may:

1. Investigate violations of this AUP or misuse of the Services;
2. Investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity;
3. Remove, disable access to, or modify any Content or resource that HP believes violates this AUP or any other agreement HP has with Customer for use of the Services; or
4. Suspend or terminate provision of Services to customer for uses that violate this AUP or any other agreement HP has with Customer for use of the Services.

HP may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. HP's reporting may include disclosing appropriate Customer information. HP also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

REPORT VIOLATIONS

Customer can report abuse of this AUP to hp_propel_acceptable_use@hp.com.

MODIFICATIONS TO THE AUP

HP may, in its sole and absolute discretion, modify this AUP from time to time. HP will post notice of such changes on Customer HP cloud control panel or as provided in the Customer Agreement. If Customer objects to any such changes, Customer's sole recourse shall be to cease using the Services. Continued use of the Services following notice of any such changes shall indicate Customer's acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

CONTACT US

If Customer has any questions or suggestions regarding this AUP, please contact HP at hp_propel_acceptable_use@hp.com.

TERMS AND CONDITIONS

1. **PLEASE READ CAREFULLY: THIS CUSTOMER AGREEMENT (“AGREEMENT”)** IS BETWEEN THE CUSTOMER WHO ORDERS SAAS (“CUSTOMER”) AND HEWLETT-PACKARD COMPANY (“HP”). Customer’s use of and access to SaaS is governed by this Agreement and the terms of Customer’s Order. **BY USING OR ACCESSING SAAS, OR BY CHOOSING THE “I ACCEPT” OPTION LOCATED ON OR ADJACENT TO THE SCREEN WHERE THESE TERMS MAY BE DISPLAYED, YOU AGREE TO THE TERMS BELOW. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OR ACCESS SAAS.**
2. **Definitions.**
 - A. **“HP Software”** means the on-premise version of an HP software product, if any, delivered as a service and as identified in a data sheet and/or Statement of Work (“SOW”) (either or both **“Supporting Material”**).
[HP Propel Datasheet](#)
 - B. **“Order”** means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (**“Supporting Material”**). Supporting Material may include (as examples) standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), and may be available to Customer in hard copy or by accessing a designated HP website.
 - C. **“SaaS”** means the online software-as-a-service solution that HP provides, including support, and related professional services as described in the Supporting Material.
3. **Overview.** SaaS may be used only for Customer’s internal business purposes and not for commercialization.
4. **Scope and Order Placement.** These terms may be used on a global basis by the parties’ “Affiliates”, meaning any entity controlled by, controlling, or under common control with a party. . Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
5. **Order Arrangements.** Customer may place orders with HP through our website
6. **Dependencies.** HP’s ability to deliver SaaS will depend on Customer’s reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
7. **SaaS Performance.** SaaS is consistent with generally recognized practices and standards for software-as-a-service.
8. **Remedies.** This Agreement states all remedies for warranty claims. HP does not warrant that SaaS will be uninterrupted or error free. To the extent permitted by law, HP disclaims all other warranties.
9. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
10. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer’s prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.
11. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

12. **Personal Information.** Customer and HP shall comply with their respective obligations under applicable data protection legislation as a data controller and data processor, respectively. HP does not intend to have access to personally identifiable information of Customer (“**Customer PII**”) in providing SaaS. To the extent HP has access to Customer PII entered into HP’s SaaS infrastructure by Customer or stored on a system or device of Customer due to Customer’s chosen agent configuration, such access will likely be incidental to the provision of SaaS. Customer shall remain the data controller of Customer PII at all times. Customer acknowledges that HP may route, process or store, and could or may access data (including Customer PII) that Customer enters into HP’s SaaS infrastructure from countries other than the country from which Customer entered such data.
13. **Security.** Information about SaaS’ security controls are provided at the hp.com website or can be otherwise provided at Customer’s request.
14. **Global Trade compliance.** If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
15. **Limitation of Liability.** HP’s liability to Customer under this Agreement is limited to amounts actually paid by Customer to HP for the relevant Order, except for amounts in Section 10 (“Intellectual Property Rights Infringement”). Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party’s liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
16. **Disputes.** If Customer is dissatisfied with SaaS and disagrees with HP’s proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
17. **Force Majeure.** Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.
18. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties’ respective successors and permitted assigns.
19. **Effect of Termination.** Except for termination for cause, the termination of this Agreement shall not entitle Customer to any refund.
20. **Order of Precedence.** To the extent that the terms of this Agreement conflict with other terms in any other agreement between Customer and HP, the terms in this Agreement shall control as to SaaS.
21. **General.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction; however, HP or its Affiliate may bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of California, excluding rules as to choice and conflicts of law.

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