

Miro Developer Benefits Terms and Conditions

These Miro Developer Benefits Terms and Conditions shall govern your (“Participants”) participation in the Miro Developer Benefits Program (together “Program”) in addition to the [Terms of Service](#), [Master Cloud Terms](#), [Miro Developer Terms of Use](#), any nondisclosure Terms, or any other terms and conditions in effect between Participant and Miro, as applicable (“Terms”).

1. Program Eligibility

- a. To qualify, applicants must have a Miro Developer Platform account and must be working on at least one app using the Miro Developer Platform. Developer benefits are offered to the individual developer who submitted the app, not the entire development team.
- b. Note that the free Miro Business Plan benefit is not available to individuals who already have Miro Enterprise.

2. Program Benefits

- a. Expert Consultation
 - i. To unlock the expert consultation, Participants must build an app that’s been installed by a minimum of 3 (three) teams.
 - ii. Once the app has been installed by at least 3 teams, Participants will see the benefit as ‘unlocked’ both on this page and in their Developer Hub homepage, with a link to book the consultation. Note that it can take up to 48 hours to see the changes displayed on the portal.
- b. Free Miro Business Plan Account
 - i. To unlock the free Miro Business Plan account, Participants must submit and have their app approved for the Miro Marketplace.
 - ii. Once the app is published, Participants will see the benefit as ‘unlocked’ both on this page and in their Developer Hub homepage.
 - iii. Note that if Participant is part of a development team, the benefit will only appear as ‘unlocked’ for the team member who submitted the app to the Marketplace. Miro will use the email provided during the app submission process for all communications about this benefit.
 - iv. Once this benefit is unlocked, Participants will receive a new Miro Business Plan account where the Participant is the administrator (rather than an upgrade to an existing account), with 5 seats.
 - v. Participants cannot buy additional seats, nor can they migrate an existing plan into this one. The subscription will expire after 12 months, to be renewed at Miro’s discretion.
- c. Additional App Promotion
 - i. To unlock the additional app promotion, Participants must build an app that’s reached 200 unique users on the Miro Marketplace. Participants can keep track of their progress in their App metrics dashboard in the Developer Hub. Once Participants have reached 200 unique users, the benefit will appear as ‘unlocked’ both on this page and in the Participant’s Developer Hub homepage. Miro will contact Participants when the promotion is launched.
 - ii. Note that if Participant is part of a development team, the benefit will only appear as ‘unlocked’ for the team member who submitted the app to the

Marketplace. Miro will use the email provided during the app submission process for all communications about this benefit.

- iii. When the Participant's app has 200 unique users, Miro will use the information provided when Participant submitted the app to create new promotional content in Miro's marketing channels, in order to assist with reaching more users. Please note that the timing of the publication of promotional content is subject to the number of submissions received and Miro's marketing publication calendar and may not happen immediately upon meeting the criteria above.
 - iv. Note that different marketing channels may be used depending on the app submission, subject to Miro's discretion.
 - v. Miro will notify Participants once the promotional content has been launched.
3. Downgrades, Suspensions, Termination
- a. Miro reserves the right to downgrade, suspend, or terminate a Participant's benefits at any time if a Participant violates the Terms, fails to maintain eligibility requirements, or fails to participate in the Program.
4. Confidentiality
- a. "Confidential Information" means any non-public information, materials, know-how, trade secrets of Miro and third party information in any form (e.g., in writing, orally, or by inspection of tangible objects (including, documents, databases or equipment) disclosed by Miro that: (a) is designated as "Confidential" or similar designation; or (b) a reasonable person knows or reasonably should understand to be confidential given the circumstances surrounding disclosure. For avoidance of doubt, the definition of Confidential Information includes any information participants may receive related to Miro's services or business that have not yet been made public, as well as access to trials or betas or features of Miro's service that have not yet been made public. Confidential Information will not, however, include any information that: (i) is or becomes publicly known without breach of these Terms; (ii) is already in the possession of, or lawfully is known by, the Participant at the time of disclosure by Miro; (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (iv) is independently developed by the Participant without use of, or reference to, Miro's Confidential Information.
 - b. Obligations. Participant will (a) hold Confidential Information in confidence and not disclose it to third parties unless expressly permitted in writing by Miro (b) only use Confidential Information as expressly permitted in writing by Miro, and (c) will not reverse engineer, disassemble, decompile, or copy any of the Confidential Information.
 - c. Maintenance of Confidentiality. The Receiving Party will take reasonable measures to protect Miro's Confidential Information. Such measures must be at least as protective as those taken to protect its own Confidential Information. A Receiving Party will promptly notify Miro in writing upon discovery of any unauthorized disclosure or access to or use of Miro's Confidential Information, and the Receiving Party will reasonably cooperate with Miro to help regain control of the Confidential Information and prevent further unauthorized disclosure or use of it.
 - d. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Thus, in addition to other remedies available under the Terms, at law, or in equity, the parties agree that Miro may seek performance or an injunction in any court of competent jurisdiction to stop its Confidential Information from becoming public in breach of the Terms.

- e. Participants obligations contained in this clause 4 Confidentiality shall survive so long as Participant has possession or control of Miro Confidential Information.
5. Amendments
- a. Miro may modify or terminate this Program including eligibility criteria and any benefits offered at any time in its sole discretion with at least thirty (30) days prior written notice to Participant. The benefits offered herein are offered “as-is” and Miro makes no express or implied warranties regarding any such benefits.
6. Content.
- a. If Participant chooses to provide text, photos, information, data, graphics, messages, sounds, videos, content, or other materials, as well as any apps, templates, descriptions, testimonials, feedback, comments, suggestions, requests, questions or other inquiries regarding Miro’s Service, or any trademarked or copyrighted materials belonging to Participant (“Content”) to Miro in relation to the Program or any case studies conducted in relation to Participant’s use of Miro’s services, Participant understands that such Content is not considered confidential, notwithstanding any terms and conditions to the contrary contained in any terms of service, service Terms, or any other nondisclosure Terms, and such Content may be publicly shared by Miro. Participant represents and warrants they obtained all necessary permissions and consents for any Content they provide Miro in relation to this Program. Participant hereby provides to Miro an unlimited, worldwide, sublicensable, assignable, fully paid up, royalty free, perpetual license to use, reproduce, distribute, modify, post, publish, copy, store, transmit, publicly display, and create derivative works of any such Content for Miro marketing, advertising, or other business purposes. If such Content contains Participant’s name, image or likeness, Participant waives any claim under any rights of privacy or publicity (including under California Civil Code 3344 and similar laws) related to use of the same in connection with use of the Content.
7. Additional Terms.
- a. These terms and conditions supersede and replace any prior or contemporaneous Terms regarding its subject matter. Terms will be governed by the laws of the state of California, without reference to conflict of laws principles. Any action arising out of, or in connection with, Terms will be heard in the federal, state, or local courts in San Francisco, California, and the parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts. The parties specifically waive any right to a jury trial with respect to any matter arising under or related to this Terms.