

## Miro Creator Community Program

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

### 1. Program Eligibility

- a. In order to maintain eligibility to remain part of the program, Participants must for the duration of the Program:
  - i. Be a registered Miroverse user who has published at least 1 template on a personal or company profile, or
  - ii. Express continued interest in creating templates in Miroverse

### 2. Program Benefits

- a. Participants accepted to the Program will be eligible to receive benefits such as:
  - i. Miro swag and badges for meeting various milestones and for completing tasks
  - ii. Access to exclusive invite-only Circle Community
  - iii. Invitations to Miro Creator Community exclusive events and workshops
- b. Participants may also receive other benefits from time to time as they become available
- c. Participants may be asked to sign additional terms and conditions prior to receiving access to certain benefits.

### 3. Downgrades, Suspensions, Termination

- a. Miro reserves the right to downgrade, suspend, or terminate a participant’s access to the Program and its 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 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 templates, descriptions, testimonials, feedback, comments, suggestions, requests, questions or other inquiries regarding Miro's Service ("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.

8. In addition to the terms and conditions above, all participants in the Program also agree to abide by the Miro Creator Community Guidelines found below:

### **Miro Creator Community Guidelines**

#### **Lead with kindness and assume positive intent**

We all come from diverse backgrounds, so please commit to treating other participants with the utmost kindness, empathy, and respect. Let's make this a welcoming community where all are comfortable.

No name-calling, offensive behavior, or bullying is **ever** allowed. Do not use hate speech or discriminatory language targeting individuals or groups based on their race, religion, gender, or other characteristics. Such posts will be promptly removed, and your access to this community will be revoked without prior warning.

#### **Engage with the Community**

While our moderators will post helpful content, the real value of this community lies in learning and hearing from **you!** We encourage you to take pride and ownership of the community's spaces. . Explore, add your voice and expertise to an existing conversation, or start your own!

#### **Protect everyone's privacy, including your own**

Respect other members' privacy, and protect your own. Don't share private or personally identifying information in public areas of the site.

#### **No soliciting**

Please do not post unsolicited or duplicate posts or links to your shop, fundraisers, surveys, social media, or other promotional content. Posts with the explicit intent to sell a product or services will be removed.

#### **Direct messages:**

Members may send each other direct messages using Circle's built-in messaging system. By using direct messages within the Miro Creator community, you agree to all of the above policies. In addition, you may not send messages that are considered:

1. Abusive, threatening, defamatory, harassing
2. Obscene or vulgar
3. Unsolicited advertising or promotions

If you receive an inappropriate message, report the content to Miro by emailing your designated community program owner.

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By joining the Miro Creator Community, you acknowledge and agree that:

1. Your role is to help us create a safe space for participants to learn from one another and increase Miro advocacy within their organizations.
  2. Tone is challenging to interpret on a public forum and our community spaces are for participants at every level. When in doubt, lead with empathy and kindness.
  3. Your posts will stay on topic. Off-topic posts may be removed.
  4. Your posts should be helpful, constructive, and encouraging when voicing dissent or criticism. Don't harass, target, insult, troll, or call out other members or Miro representatives.
  5. Moderators may take certain actions to keep the forums welcoming, organized, and helpful for everyone. Such actions are not up for public discussion.
  6. Miro reserves the right to remove content from the platform at any time for any reason, including, for example, violation of our policies, removal of dormant content, content that causes privacy issues, or due to changes to how the platform operates.
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## **Additional Resources:**

### **Support**

The Miro Online Community is one of the best ways to ask questions on the best ways to use Miro and receive answers. If you're looking for official support when it comes to technical questions, bugs, billing issues, etc. please try searching for this in the [Help Center](#) or [contact our awesome Miro Support team](#).

### **FAQs**

If you're looking for a quick and easy way to discover how to navigate here check out the community [FAQs](#).