
Support Portal Terms of Use

1. Introduction

By using the Oracle NetSuite Support Center web-based technical support service ("Support Portal"), Customer (hereinafter "you") agrees to the following terms and conditions ("Support Portal Terms of Use"), and to the [Oracle.com Terms of Use](#), including without limitation Oracle's policies regarding use of Oracle's trademarks and logos; use of forums and public communications; and third party web sites, content and services. These terms supplement the terms of your agreement with Oracle or a vendor acquired by Oracle. In the event of a conflict between either your agreement or the [Oracle.com Terms of Use](#) and the following terms, the terms below will control your use of and access to the Support Portal.

Through the Support Portal, you may have access to various programs, software and web-based tools, and other materials made available by Oracle now and in the future, including but not limited to bulletins, white papers, and other technical publications; information on product certification, product availability, and product desupport; any bug database; service requests that you have submitted; software patches; bulletin board and forum messages; and hyperlinks to web sites not controlled by Oracle (the "Materials").

You agree that access to the Support Portal, including access to the service request function, will be granted only to your designated support contacts and that the Materials may be used only in support of your authorized use of the Oracle product and/or cloud services for which you have a current support contract. Except as specifically provided in your agreement with Oracle, the Materials may not be used to provide services for or to third parties and may not be shared with or accessed by third parties. The Materials may be shared with or accessed by your agents or contractors acting on your behalf, subject to your Oracle agreement, solely for your support of your authorized use of the Oracle product and/or cloud services and you are responsible for their compliance with these Support Portal Terms of Use. You agree that you will not access or use the Support Portal in any manner that could damage, disable, overburden, impair, or otherwise result in unauthorized access to or interference with, the proper functioning of any Oracle accounts, systems, or networks. For example, you may not use any software routines commonly known as robots, spiders, scrapers, or any other automated means, to access the Support Portal or any other Oracle accounts, systems, or networks.

2. Warranties and Disclaimers

THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES CONTAINED IN THE SUPPORT PORTAL MAY BE OUT OF DATE OR INCLUDE OMISSIONS, INACCURACIES OR OTHER ERRORS. THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES CONTAINED IN THE SUPPORT PORTAL, INCLUDING THE MATERIALS, ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. ORACLE DOES NOT WARRANT THAT THE INFORMATION IN THE MATERIALS IS UP TO DATE OR ERROR-FREE, NOR DOES IT PROVIDE ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MATERIALS ARE NOT A PROGRAM OR DOCUMENTATION UNDER THE TERMS OF YOUR AGREEMENT(S) WITH ORACLE.

IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SUPPORT PORTAL OR ANY OTHER HYPERLINKED WEB SITE.

NOTWITHSTANDING THE FOREGOING, ORACLE'S RESPONSES TO SERVICE REQUESTS AND ANY PROGRAM UPDATES DISTRIBUTED THROUGH THE SUPPORT PORTAL ARE SUBJECT TO THE RELEVANT WARRANTIES AND EXCLUSIVE REMEDIES STATED IN THE AGREEMENT BETWEEN YOU AND ORACLE.

ORACLE RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE SUPPORT PORTAL, THE MATERIALS, AND/OR THE PRODUCTS OR PROGRAMS DESCRIBED IN THE SUPPORT PORTAL AT ANY TIME WITHOUT NOTICE.

3. Confidentiality

Except for information in web sites controlled by third parties that are accessible via hyperlinks from the Support Portal, the information contained in the Materials is the confidential proprietary information of Oracle. You may not use, disclose, reproduce, transmit, or otherwise copy in any form or by any means the information contained in the Materials for any purpose, other than to support your authorized use of the Oracle product and/or cloud services, for which you have a current support contract, without the prior written permission of Oracle. Oracle will take reasonable measures to keep third parties from obtaining unauthorized access to service requests that you submit using the Support Portal; however, Oracle does not guarantee that third parties will not have access to any information, comments, feedback, or materials that you submit to Oracle through or in association with the Support Portal.

4. Forums and Hyperlinks

The Support Portal may contain newsgroups, forums, bulletin boards, or other public forums (“Forums”). Oracle does not endorse (and has not necessarily reviewed) any communication made by any person (including Oracle employees) in any Forum. The Support Portal may contain hyperlinks to web sites controlled by parties other than Oracle. Oracle is not responsible for and does not endorse the contents or use of these web sites.

5. Export Compliance

You agree that you will comply with all United States export laws and that none of the information in the Materials will be exported, directly or indirectly, in violation of such laws.

6. Materials and Support Portal Terms of Use Subject To Change Without Notice

The contents of the Materials are subject to frequent change without notice. As well, the Support Portal Terms of Use may change without notice, and you agree to abide by the Support Portal Terms of Use in effect each time that you access the Support Portal.

7. Right to Revoke and Monitor Access

Oracle retains the right to revoke access to the Materials at any time for any reason. Access to the Support Portal may be monitored by Oracle.

Oracle
500 Oracle Parkway
Redwood Shores, CA 94065
USA

Worldwide Inquiries:
Phone (+1) 650.506.7000
Fax (+1) 650.506.7200