

TERMS OF USE FOR THIRD PARTY INTEGRATIONS

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Version, Effective date: 2.0, 1st March 2018

1 Initial provisions

- 1.1 Exponea s.r.o., Business ID No. 50017560, with its registered office at Twin City B, Mlynske Nivy 12, 82109 Bratislava, Slovakia, registered in the Commercial Register maintained by the County Court in Bratislava I, Section Sro, Insert 107011/B (“Exponea SK”) and other Exponea’s affiliate (if such Affiliate is defined in respective Order form) (Exponea SK and other Exponea’s affiliate collectively as “Exponea” or “we”, “us,” “our” and other similar pronouns) support a various range of third party integrations which our Customers may, at their option, make use of.
- 1.2 Unless otherwise stated, these Terms of Use for Third Party Integrations (“**Integration terms**”) shall apply to all our Customers as defined in General terms and conditions - Exponea platform.
- 1.3 By accessing or using our third party integrations, our Customers agree to these Integration terms which represent general rules applicable to all our third party integrations stated in the list according to the Art. 2.1 hereof.
- 1.4 Apart from these Integration terms, Exponea has adopted the specific integration terms. Every and each third party integration has its own specific integration terms which the Customer has to agree with before using. If there is a conflict between these Integration terms and specific integration terms, specific integration terms will control for that conflict.
- 1.5 The Integration terms and specific integration terms represent an integral part of our General terms and conditions - Exponea platform.
- 1.6 Unless otherwise defined in these Integration terms, capitalized terms shall have the meaning set out in the General terms and conditions - Exponea platform.

2 Third party integrations

- 2.1 As Exponea is constantly investigating for new opportunities of third party integrations, and therefore the list of current third party integrations is always available at https://exponea.com/terms-of-service/list_of_sub-processors_and_sub-contractors.pdf.
- 2.2 Provided that our Customers use third party integrations which are not stated in the list according to the Article 2.1 hereof, Exponea shall have the right to cancel such third party integration where the Customer uses the integration in violation of the terms on the basis of which the relevant third party provides its product or service that is subject of the integration. Our Customers agree that Exponea shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any loss or damage Customers may suffer in connection with the cancelation of the third party integration.

3 Acknowledgement

- 3.1 Before using any of the third party integrations, our Customers are encouraged to (i) review the terms on the basis of which the relevant third party provides its product or service that is subject of the integration; and (ii) to review personal and technical security of the product or service that is subject of the integration. Exponea shall rely that the Customer has conducted the review according to Art. 3.1 hereof.
- 3.2 By employing any of external integrations supported by Exponea, the Customer acknowledges that (i) Exponea has no control over the service or product which is subject of the integration, (ii) Customer has read and understand the terms on the basis of the relevant third party provides its product or service which is subject of the integration, (iii) Customer consents that Exponea shall transfer the data collected as a result of providing Customer with Covered Services to the third party, (iv) Customer uses third party integration at its own risk.

4 Liability

- 4.1 Exponea shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any loss or damage in connection with the third party integrations. We have no control over such third parties and we are not responsible for the content of their services. We provide our Customers with third party integrations only for our Customers convenience. This does not imply any endorsement or any association with such third parties. Any concern regarding the third party services should be directed to the responsible third party.

5 Indemnification clause

- 5.1 Unless prohibited by applicable law, our Customers will defend and indemnify Exponea against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to the extent relating to any allegation or third-party legal proceeding to the extent arising from (i) Customer's misuse of third party integrations (ii) violations of these Integration terms or terms on the basis of which the relevant third party provides its product or service that is subject of the integration.

6 No Warranty

- 6.1 BY USING ANY OF THIRD PARTY INTEGRATIONS, YOU CUSTOMERS ACKNOWLEDGE THAT EXPONEA DOES NOT WARRANT THE USE OF THE THIRD PARTY INTEGRATIONS WILL BE UNINTERRUPTED OR ERROR FREE. BY USING ANY OF THIRD PARTY INTEGRATIONS, CUSTOMERS ACCEPT AND UNDERSTAND THIS RISK AND WAIVE ALL RIGHTS TO HOLD EXPONEA RESPONSIBLE IN ANY WAY, FINANCIALLY OR OTHERWISE, FOR SUCH ERRORS AND RESULTS.
- 6.2 BY USING ANY OF THIRD PARTY INTEGRATIONS, CUSTOMERS ACKNOWLEDGE THAT EXPONEA DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE THIRD PARTY INTEGRATIONS. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT OF THE THIRD PARTY INTEGRATIONS, THEIR SPECIFIC FUNCTIONS AND RELIABILITY, AVAILABILITY OR ABILITY TO MEET OUR CUSTOMERS' NEEDS.

7 Data transfer

- 7.1 By using any of third party integrations, our Customers agree that Exponea may allow the providers of those third-party applications to access to Customers' Data as required for the interoperation of such third-party applications with our Services. Exponea shall not be responsible for any disclosure, modification or deletion of Customers' Data resulting from any such access by third-party application providers.
- 7.2 By using any of third party integrations, our Customers acknowledge and agree that (i) Exponea may transfer the Data to the providers of those third-party applications, (ii) the Customers have obtained the respective rights and /or consents to process the data of their respective clients for the purpose of using third party integrations, (iii) Exponea shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any loss or damage in connection with the data we provide to such third parties.

8 Intellectual Property

- 8.1 We shall retain all rights (including but not limited to all patent rights, trademark rights, copyright, trade secrets and any other intellectual property rights) that we have or may have in connection with the third party integrations. Intellectual property rights in connections with the third party integrations are governed by General terms and conditions - Exponea platform available at https://exponea.com/terms-of-service/general_terms_and_conditions.pdf

9 Final provisions

- 9.1 These Integration terms are subject to change. We will notify you of amendments of these Integration Terms by posting them to this website.
- 9.2 These Integration terms are effective as of the effective date stated above.