

# **Exact Online App Center Terms and Conditions of Use**

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# EXACT ONLINE APP CENTER TERMS AND CONDITIONS OF USE

This document sets forth your legal agreement between Exact Group B.V. and, where applicable, its subsidiaries, divisions, and affiliates ("**Exact**"). As used herein, "You" or "Your" refers to the Exact Online App Center ("**App Center**") user. The user can be an individual Exact Online Services customer or an Exact business partner that is granted access to the Exact Online Services and the App Center. Your use of the App Center and any related services thereto is governed under the following terms and conditions (the "**App Center Terms**").

These App Center Terms are in addition to the applicable terms and conditions for the Exact Online App ([EULA Apple](#) and [EULA Android](#)) and [Exact Online Services](#) (collectively, the "**Terms of Use**"). In the event of a conflict between these App Center Terms and the terms and conditions applicable to the Exact Online App and/or the Exact Online Services ("**EOL**"), the App Center Terms shall prevail solely with respect to Your access to and use of the App Center.

## ACCESS TO APP CENTER

### 1. Acceptance of App Center Terms

- 1.1 By accessing and using the App Center You agree to be bound by these App Center Terms, including all terms and conditions contained in or referenced herein, or any additional terms and conditions set forth on this App Center, and all such terms shall be deemed accepted by You.
- 1.2 These App Center Terms may be revised and updated from time to time by Exact. Such amended App Center Terms shall be effective upon Exact's posting of such amended terms on this App Center. Your continued use, after any amendments, implies you explicitly agree to these amended terms.
- 1.3 Exact reserves the right to make changes or updates with respect to or in the content of the App Center or the format thereof at any time without notice.
- 1.4 Exact reserves the right to terminate or restrict access to the App Center at its sole discretion at any time.

### 2. Registration

- 2.1 By accessing and using the App Center You agree to be bound by these App Center Terms, including all terms and conditions contained in or referenced herein, or any additional terms and conditions set forth on this App Center, and all such terms shall be deemed accepted by You.
- 2.2. In order to access the App Center and become a registered App Center user, You must create an App Center account ("**Account**") with Exact. After You have completed the registration application, You will be asked to provide Your EOL username and a password. You are responsible for safeguarding Your password and You agree not to disclose Your password to any third party.
- 2.3. You understand and agree that upon creating an Account with Exact as provided herein, Your information from EOL will be shared with Exact for purposes of providing you access to the App Center. You agree that You will be solely responsible for any activities or actions taken under Your username and password, whether or not You have authorized such activities or actions. You will immediately notify Exact of any unauthorized use of Your username and password. You agree that information that You provide to Exact upon submission of Your App Center registration application, and at all other times, will be true, accurate, current and complete.
- 2.4. By completing a registration application for App Center user, You acknowledge that You are authorized to share any personally identifiable information provided to Exact with Your Account , and You consent to Exact using the information You provide for the purpose of validating Your access to the App Center, subject to Exact's privacy policy for Exact Services which can be viewed here: [Privacy Policy for Exact Services](#) as referenced and incorporated herein. You confirm that you comply to Exact's privacy policy at all times.
- 2.5. In case You will not become a registered App Center user (You only want to view the Apps in the App Center and you want to use and connect with Apps), You always will be asked to provide your EOL username and a password to get access to the App Center and to connect with an App.
- 2.6. You confirm that You comply with all applicable laws and regulations.

## DEVELOPMENT OF YOUR APP

### 3. Submitting Your App for Review

3.1. App Center users may be given the right to create and publish an application (“**App**”) on the App Center as described in the Terms of Use. Final creation and or publication of any App is subject to review and prior approval by Exact. If You elect to create and submit Your App (as defined below) to Exact, You grant to Exact the right to use Your App for purposes of testing and evaluating Your App to determine compatibility and suitability in relation to EOL. You agree to cooperate with Exact upon any submission to Exact of Your App and to answer Exact’s questions and provide information and materials requested by Exact regarding Your App and/or regarding Your compliance with the applicable terms. Exact may, at its sole discretion, reject Your App.

You confirm to comply at all times with the security assessment terms of Exact which are provided to you during the “data & security” review of Your App. You have provided information in the “data & security review” phase and submitted this for review of Your App by Exact and confirm to comply with this given information at all times. Exact reserves the right to request You to confirm whether any information you have provided in the “data & security review” phase and submitted for review is (still) accurate.

Exact is entitled to conduct or have an audit and/or inspection carried out in order to investigate if You are complying with these Terms of Use. Such audit or inspection will take place during normal business hours and in such a way that Your business operations are not unreasonably obstructed. You are required to give the information, support and access to systems that is reasonably required to enable Exact to carry out this audit/inspection properly. The costs of this audit/inspection are at Exact’s expense, unless the audit/inspection proves that You are not complying with these Terms of Use, in which case the costs will be at Your expense.

- 3.2. By submitting Your App for review, You confirm that Your access to and use of data You receive from EOL and/or the Exact Online App (“**User Data**”) will be limited to the sharing of information and data that is expressly prior consented to by Exact and the end user (“**User**”) of Your App and will meet at least the following requirements:
- a. You will only request User Data that You need to operate Your App and only in line with the stated purpose and business model of Your App.
  - b. Any change to the purpose and/or business must be notified to Exact immediately and is only allowed after prior written consent of Exact.
  - c. You will include Your privacy policy URL in Your App, which complies with all applicable laws and regulations. Based on this policy, Users are at least aware of which User Data You are going to use and how You will use, store, manage and display these User Data. You confirm that the User has given its prior consent before using the User Data in any way.
  - d. You will not share any User Data, including any aggregated or processed User Data, with any third party, except with governmental organizations for compliance reasons only and/or when explicitly prior approved by Exact in writing.
  - e. You will not copy or store users’ Exact login credentials (usernames and passwords).
  - f. You will immediately delete all User Data You receive from Exact concerning a User if that User asks You to do so, and You will provide a mechanism for Users to make such a request.
  - g. Exact can require You to delete User Data immediately if (i) you use User Data in violation of the applicable terms and conditions, (ii) it is inconsistent with Exact and/or Users’ expectations, or (iii) if it in violation of any applicable laws or regulations.
  - h. You will provide support for Your App, including maintenance and regular updates that are necessary or appropriate to the functioning of Your App, and You will be solely responsible for such support.

## 4. Development key

Upon registration of Your App, You will be assigned to a client ID and client secret key. Also You will receive a test environment of EOL. Using this test environment of EOL for Your own operational bookkeeping is not allowed. Your client ID is required for all calls to the Exact API. Make sure you look after your client secret key. If your client secret key is lost or stolen, or if you believe that Your client secret key has been used without your permission, You'll need to inform Exact immediately. You are forbidden to create multiple versions of Your App for the same or similar usages (including but not limited to creating customer-specific versions of Your App).

## 5. Your App

- 5.1. Upon receiving approval from Exact following a submission by You of Your App that is developed by You to be complementary in nature and adding significant value to the Exact Online app and services, You are hereby authorized by Exact to post a redirected URL to Your App after submission and approval by Exact in accordance with Exact's registration application process, as the same is set forth by Exact in its sole discretion from time to time.
- 5.2. You understand and agree that Exact may elect to assess a fee in connection with Your use and access to the App Center at any time in the future, and/or assess a fee for including a link on the App Center to Your App. Upon approval of Your App, You are hereby granted a non-exclusive, royalty-free, revocable, non-transferable license to use Exact's trademarks, logos and trade names in connection with promotion of Your App, subject to Exact's trademark and logo use guidelines and subject to prior written consent of Exact.
- 5.3. Notwithstanding any approval from Exact of Your App, You are solely responsible for Your App and its content. You understand and agree that any approval of Your App by Exact, shall in no way imply an endorsement of Your App, Your organization, or Your product or Your service offerings. Any approval does not relieve You of any of Your obligations under the applicable terms and conditions. You further understand and agree that Exact has the right to, at its sole discretion, revoke any approval of Your App at any time.
- 5.4. You hereby grant to Exact a non-exclusive, royalty-free, worldwide license to host and use Your trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images on the App Center or otherwise, at Exact's sole discretion, including the ability to frame Your App or generate advertisements and presentations related to Your App. If You provide any of the foregoing with Your App that includes intellectual property owned by any third party, You represent and warrant to Exact that You have secured the right to provide the third party owner's intellectual property to Exact for publication in the App Center, and You agree to indemnify Exact against any third party claims of infringement, or violation or misappropriation of a third party owner's intellectual property rights so provided.

## USING THE APP CENTER

### 6. User Materials

- 6.1. Any material or information sent by You through or in connection with this App Center by You ("**User Materials**"), excluding Your App, as defined herein below, will be treated as non-confidential and non-proprietary, and will immediately become the property of Exact, subject to the applicable Privacy Statement posted on the App Center. To the extent that You own or hold license rights in any User Materials provided, that are not subject to Exact's ownership or Your assignment at the time you send these User Materials in connection with the App Center, You agree to grant Exact a non-exclusive, worldwide, royalty free, perpetual license to use the User Materials in connection with Exact's provision of the App Center and EOL. Exact may use such User Materials as it deems fit, anywhere in the world,

without any obligation for compensation, and free of any moral rights, intellectual property rights and/or other proprietary rights in or to such User Materials.

- 6.2. This App Center may contain references to specific Exact products and services that may not be (readily) available in a particular country. Any such reference does not imply or warrant that any such products or services shall be available at any time in any country. Please contact Your local Exact business representative for further information.

## **7. Using an App**

- 7.1 You understand and agree that Your use of an App, that You may access via the App Center (either an App published by Exact or a third party), may be subject to additional terms and conditions, including terms and conditions of a third party licensor. Further, You understand and agree that Your ability to access a third party App on this App Center does not imply endorsement or support of any such third party App by Exact.
- 7.2 As a user of the App Center You may be given the option to allow the transfer of information and data to/from Your EOL account, the Exact Online App, data stored in Your own information technology environment (whether on Your own servers or hardware, or hosted in a Cloud or SaaS environment), and any App or other tool You elect to download or try as published on or through the App Center. Prior to allowing the transfer of data to/from Your App or any application provided by Exact or a third party as published in the App Center, You will be prompted to provide Your consent. By providing consent, You agree to allow Exact to log and maintain a permanent record of Your consent, and You agree to be responsible for any transfer of information and data to/from Your EOL account, Your App or any App for which You have provided Your consent. Where applicable, You will ensure You are entitled and have received the consent from Your clients to transfer information and data of Your clients in Your EOL account (in compliance with the applicable privacy legislation) to any App or tool You elect to download or try. You warrant that You have received all authorizations and You will provide (proof of) that authorization for this immediately at Exact's request.
- 7.3 You are entitled to modify Your consent with respect to access to Your EOL account at any time by updating Your consent under the settings for Your EOL. Exact is not responsible for any loss of, damage to, or disclosure of or misappropriation of any information or data that is transferred to/from any App for which You have granted Your consent. Additionally, Exact is not responsible for the acts or omissions of any third party in connection with Your use of an App that You access through the App Center or for the features, functionality, availability, or security of any app that You access through the App Center, which is at Your sole risk.
- 7.4 Your access to and use of this App Center is subject to all applicable international, federal, state and local laws and regulations. You agree not to use the App Center in any way that violates such laws or regulations. Without limiting the generality of the foregoing, You hereby acknowledge that the App Center contains Content that is subject to U.S. Export Administration Regulations (EARs), and other export laws, restrictions, and regulations for the countries in which Exact hosts the App Center or where you may access the App Center, which may include prohibitions on the export of Content to individuals or entities listed on any banned parties list, or nations listed on any banned nations list. You hereby agree that You shall at all times comply with all relevant export laws, restrictions and regulations.

## **GENERAL CONDITIONS**

### **8. Copyright Notice**

- 8.1 Copyright in the screen shots and style sheets for each of the web site pages contained in the App Center, together with all other proprietary rights in the Content (including software, audio, video, text and photographs), rest exclusively with Exact or its content licensors. You acknowledge and agree that the App Center, and any content made available to You therein, may contain software, components, APIs or services made available by third parties, and that in connection with Your use of such software,



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## 10. Rules and conduct

Except as expressly permitted herein regarding Your use of the App Center, and (if applicable) in posting a link to Your App, You will not:

- a. intentionally or unintentionally post, transmit, link to, or otherwise distribute any materials or information, commit or encourage any act or conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the App Center in a manner which is contrary to any local, national or international law or regulation or which would serve to restrict, interfere with, or inhibit any other user from using or enjoying the App Center or the Internet;
- b. defame, abuse, stalk, harass, threaten or otherwise cause distress or discomfort to, or violate the legal rights (including without limitation, rights relating to privacy and publicity, defamation or libel) of others;
- c. post, transmit, link to, or otherwise distribute any material or information inappropriate, vulgar, profane, abusive, threatening, hateful, defamatory, infringing, obscene, indecent, objectionable or unlawful material or information;
- d. post, transmit, link to, or otherwise distribute any information or software which contains a virus, timebomb, cancelbot, trojan horse, worm or other harmful or disruptive component, or otherwise interfere or attempt to interfere with the operation of the App Center in any way through any means or device, including spamming or hacking;
- e. upload, post, publish, transmit, reproduce, link to or otherwise distribute in any way, information, software or other material obtained through the App Center, or any derivative work or portion thereof,

which is protected by copyright, or any other intellectual property right, without obtaining permission of the copyright owner or right holder;

- f. disrupt the normal flow of dialogue or otherwise act in a matter that negatively affects other users of the App Center;
- g. post, transmit, link to, or otherwise distribute any unsolicited advertising, promotional material or other forms of solicitation other than links to Your App as permitted herein or as may be otherwise expressly approved by Exact;
- h. invade or violate any personal or proprietary right of any person or entity;
- i. probe, scan or test (or attempt to do so) the vulnerability of the App Center;
- j. use the App Center to invade the privacy of or obtain personal information about any App Center user or to obtain a list of App Center users; and
- k. impersonate or falsely represent Your association with any person, including another user of, or a representative or forum moderator of the App Center;
- l. You agree not to modify, move, add to, delete or otherwise tamper with the information contained in the App Center;
- m. You also agree not to decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the software, copyrighted or trademarked material, trade secrets, or other proprietary information contained in the App Center.

## **11. Indemnity**

You agree to defend, indemnify, and hold harmless Exact and each of its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation, reasonable legal and accounting fees, alleged or confirmed, resulting from Your use of the content (including software), Your use of an App, Your breach of the Terms of Use, or for any third party claim of copyright, trademark, or any other intellectual property infringement arising out of or in connection with Your App. Exact shall provide notice to You promptly of any such claim, suit, or proceeding and shall assist You, at Your expense, in defending any such claim, suit or proceeding.

## **12. Third party information**

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## **13. Links to third party sites**

- 13.1 This App Center may contain links that will let You access other Web sites (including Apps submitted by other App Center users) that are not under the control of Exact. If You elect to click on a link that redirects You to other Web sites, whether for the purpose of downloading an App published at the App Center, or for any other reason, You understand that Exact may prompt You to acknowledge notice that You are leaving the App Center. Whether or not You are prompted to acknowledge notice, by accepting these App Center Terms You agree that links to third party sites are only provided as a convenience and Exact does not endorse any of these sites.
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## 17. Privacy

Protecting the privacy of our customers and users of our App Center is important to Exact. You acknowledge and agree that by providing Exact, or the third party publishers of any App made available on the App Center, with any personally identifiable information through the App Center, You agree to comply with all applicable laws pertaining to privacy and data security, and You consent to the transmission of such personally identifiable information over international borders (outside of the EEA) as necessary for processing in accordance with Exact's standard business practices and the applicable [Privacy Policy for Exact Services](#) and [Privacy Statement](#).

## 18. Security

The security of information transmitted through the Internet can never be guaranteed. EXACT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THIS APP CENTER OR ANY APP ACCESSIBLE ON THIS APP CENTER. YOU ACKNOWLEDGE ANY INFORMATION SENT MAY BE INTERCEPTED. EXACT DOES NOT WARRANT THAT THE APP CENTER, ANY APP ACCESSIBLE HEREIN, OR THE SERVERS, WHICH MAKE THIS APP CENTER AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY EXACT ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS. Exact is not responsible for any interception or interruption of any communications through the Internet or for changes to or loss of data. You are responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to password protected or secure areas of Exact sites. In order to protect You and Your data, Exact may suspend Your use of a client site, without notice, pending an investigation, if any breach of security is suspected.

## 19. Access to password protected/secure areas

Access to and use of password protected and/ or secure areas of the App Center is restricted to authorized users only. Unauthorized access to such areas is prohibited.

## 20. Specific software available on this App Center

Any software that may be made available to download from the App Center (the "**Software**") is the copyrighted work of Exact and/or a third party providing that Software. Software made available for downloading from or through this App Center is licensed subject to the terms of the applicable license agreement, which may accompany or be included with the Software ("License Agreement"). An end user may be unable/not allowed to install any Software that is accompanied by or includes a License Agreement, unless the end user first agrees to the License Agreement terms. Except as set forth in the applicable License Agreement, the Software is made available for use by end users only and any further copying, reproduction or redistribution of the Software is expressly prohibited. WARRANTIES, IF ANY, WITH RESPECT TO SUCH SOFTWARE SHALL ONLY APPLY AS EXPRESSLY SET FORTH IN THE APPLICABLE LICENSE AGREEMENT. EXACT HEREBY EXPRESSLY DISCLAIMS ALL FURTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE.

## 21. Jurisdiction; governing law

The App Center Terms shall be governed by and construed in accordance with the laws of The Netherlands. You agree that any disputes in connection with the App Center Terms or its enforcement shall be resolved in a court of competent jurisdiction in The Netherlands.

In the event that any provision of the App Center Terms are deemed by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion of the App Center Terms shall be considered to be modified as closely as possible to the intent of the current App Center Terms and the remainder of the App Center Terms shall remain in full force and effect.