

OpenExO Terms of Service

Last modified: September 2nd, 2020

These terms together with all policies and guidelines that are part of our website("Terms") shall apply when you use our website and any related apps, as well as related products and services ("Services") provided through the OpenExO platform OpenExO, Inc, or related or affiliated entities. Because we provide a variety of services, some additional terms, agreements, or requirements (such as terms or agreements that apply to clients and consultants) may apply, and will become part of your agreement with us when those services are used; where such additional terms or agreements apply, before using or participating in those services you will be asked to and will need to agree to these additional terms.

Policies & Terms

When you use our Services, you also agree to follow any policies made available to you within the services (including our Website and any related apps). Additionally, we have a Privacy Policy, and the ExO Marketplace Conditions which governs the terms of use within OpenExO's marketplace. By using our Services, you agree to be bound under our terms of use and policies.

You may only use our Services as permitted by law, and only according to our terms and policies. You may only use content from our Services with our permission or with the permission of the owner, unless otherwise permitted by law. When you use our Services, you understand and agree that we can suspend or terminate your use or access for actual or suspected violations or misconduct.

Use of our Services does not give you ownership of any intellectual property rights in our Services, or the content you access, or which is presented to you. These Terms do not grant you the right to use any trademarks or other branding or logos used in our Services; such rights may be granted through other agreements. Some content provided in connection with our Services may belong to other people or organizations, and that content is the sole responsibility of the person or entity that makes it available. Our Services and content are provided under an agreement with you and you agree not to take advantage or make use of our Services or content for any purpose outside the scope of our agreement without our prior written permission.

In connection with your use of the Services, we may send you service announcements, administrative messages, business notices, and other information. You may opt out of some of those communications.

Privacy Policy

OpenExO has a separate Privacy Policy, which also governs your use of our Services (including our Website and any related apps); the policy explains how we collect, use, storage data and protect privacy when you use our Services, and by using our Services you agree that we may use such data according to our policies. For more information, please check our Privacy Policy here: [20200622_Privacy_Policy_and_Cookies_v2](#) .

Your ExO Account

To access some Services and content you will need an ExO account. You may create your own Account, or use one assigned to you by an administrator, which may have additional terms, and the administrator may be able to access, disable, or control your account. OpenExO reserves the right to limit your use of the Services, including the number of connections and your ability to contact other users. OpenExO reserves the right to restrict, suspend, or terminate your account if OpenExO believes that you may be in breach of this terms or law or are misusing the services.

You agree not to share your password or other access information to anyone else and acknowledge that you are the solely responsible for the activity that happens on or through your ExO Account. You agree to notify us promptly if you discover or suspect any unauthorized use of your account.

User Conduct

As we are a community, we encourage you to share meaningful information and to interact with other community members. In order to ensure that we are building a like-minded community that all believe in the ExO Model and the MTP which is Transform the world for a better future we have created an ExO Community Guidelines which you can find here: [ExO Community Guidelines](#).

Intellectual Property Rights

- Your Content and Contributions

Some of our Services allow you to upload, submit, store, send or receive (collectively, "Transmit") content. You retain ownership of any intellectual property rights that you hold in that content.

The OpenExO Platform is built on principles of openness, collaboration and creating and sharing value. In order for us to display content you share with us, so that it can be used for collaboration and for other purposes in connection with the Services, when you Transmit content to or through our services you give us certain rights. For content you Transmit that is covered by intellectual property rights ("IP Content") in connection with our Services, you specifically give us and those we work with the following permission: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to display, use and modify any IP Content ("IP License"). Make sure that you have the necessary rights to grant us this license for any content that you submit to our Services; if the content you submit is covered by a separate confidentiality agreement with us, and is properly shared under that agreement, that agreement will remain in effect. You understand that you do not have rights in content or the intellectual property of other parties shared in connection with the Services or on the OpenExO platform, and you agree not to use such materials without the permission of the owner; nothing in these Terms transfers any such rights to you.

Some content is covered by copyright, and if you think that your copyright is being violated in connection with our Services and if you want to notify us, you can submit a written notice to us (via email to legal@openexo.com) for our review. So that we can effectively review any such notice, any such notice must contain all required information, as set out in the Spanish Intellectual Act. Instructions can be found [here](#).

We hope that you'll share your ideas with us about how to improve our services; please note that any feedback or suggestions submitted to us may be used freely and without any obligation to you. Please send any suggestions or support requests to support@openexo.com.

- Confidentiality

Confidential Information: "Confidential Information" means any information not generally known or available outside OpenExO or entrusted to OpenExO in confidence by third parties. Without limitation, Confidential Information includes: OpenExO inventions, technical data, trade secrets, research, product or service ideas or plans, inventions, techniques, methods, lists of or information relating to employees, consultants, customers, and partners of OpenExO, pricing, market data, marketing plans, licenses, contract information, business plans, financial data, budgets or other business information disclosed to the Users by OpenExO (directly or indirectly, whether in writing, electronically, orally, or by observation). Confidential Information does not include information that: was already within the public domain at the time the information is acquired by the User; that subsequently becomes public through no act or omission of the User; or was acquired by the User from a third party without breach of any confidentiality obligation to OpenExO, whether or not prepared in whole or in part by Consultant and whether or not disclosed to or entrusted to User's custody.

Protection of Information:

User recognizes and acknowledges that OpenExO possesses certain confidential information about him and its clients and customers that constitutes a valuable, special, and unique asset. User agrees not to disclose or use, except for the benefit of the Company to the extent necessary to perform the Services under a SOW, any such information except as authorized by the Company. The obligations cover third party confidential information shared with the Company. User shall not use any Company Confidential Information to negatively influence any current or prospective Company clients or customers for purchasing Company Services, or to influence any person to engage the services of a person or entity in competition with the business of the Company.

Additional Rights: This Terms of Service supplements, and does not supersede, any additional rights OpenExO may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

Ownership:

Prior to User materials and developments: User may have developed materials prior to accepting this Terms of Service, and may own other patent, trade secret and proprietary rights in techniques and concepts that were not conceived or first produced by User in the performance of this Agreement (collectively "User IP"). User IP is proprietary to User and shall remain User's exclusive property. If you have any such "User IP", please email us at legal@openexo.com to register your materials.

Service Related Materials and Developments: Except for Consultant IP, all materials and innovations (including but not limited to proprietary methods, trade secrets, works of authorship and other subject matter eligible for protection under intellectual property laws) prepared and developed in connection with the performance of the Services under this Agreement (including jointly developed materials and innovations) (collectively, "Company Inventions") shall be deemed a "work for hire" under applicable law; to the extent any such materials that are ruled by the Spanish Intellectual Act.

Use or Incorporation of Inventions: If Consultant uses or incorporates into any deliverable for Company any Consultant IP or other intellectual property related to Consultant's Services of in which Consultant has an interest, Consultant irrevocably grants to Company a nonexclusive, perpetual, worldwide, royalty-free, fully paid, unrestricted and sublicensable license to such Consultant IP and any related intellectual property.

- **Our Software, Content and Platform**

For the duration of any agreement you have with us concerning access to our software and/or website, we give you a non-exclusive license to use our software as a part of the Services. The formal legal description of this license is a: "personal, worldwide, royalty-free, non-assignable and non-exclusive license," that is provided for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us in the manner permitted by these Terms.

You may not copy, modify, distribute, sell or lease any part of our Services, content, or software, and you are not permitted in any way, either directly or indirectly, to reverse engineer or attempt to extract the source code of that software or otherwise copy or take what we've developed, unless you have our written permission.

Changes to our Services

As we are constantly improving, we may modify our terms, policies and guidelines at any time. If we make significant changes to it, we will inform you through our services or by other means, to provide you the opportunity to review the changes before they become effective. No change will be retroactive. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you give your consent to the updated terms.

We are constantly changing and improving our Services and may add or remove features or functions or content at any time. Just as you can stop using our Services at any time, at any time we may suspend or stop providing Services to you or add or create new limits to our Services. If you have a contract with us for specific services and you believe a change interferes with this contractual right, please let us know right away.

Payments

In connection with your payment, you will be asked to provide customary billing information such as name, billing address and credit card information either to OpenExO or its third-party payment processor. You agree to pay OpenExO for any consummated Opportunities in accordance with these Terms, by one of the methods described on the Site or Application – e.g. by www.stripe.com, bank transfer or similar payment platforms. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting our Services, either directly by OpenExO or indirectly, via a third-party online payment processor or by one of the payment methods described on the Site or Application. If you are directed to OpenExO's third party payment processor, you may be subject to the terms and conditions governing the use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services.

If you participate in an OpenExO's project, bear in mind that our payment terms are net 30 days and shared charges.

Taxes

All our prices do not include the VAT or other related taxes, which may apply differently depending on your country or location.

Marketplace Transactions

For our Marketplace conditions, please see its specific terms [here](#).

Warranties, Disclaimers, and Limits

Although we work hard to provide our Services using commercially reasonable skill and care, our promises about our Services have limits. Since these are important, they appear in "all caps."

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, WE DO NOT, AND OUR AFFILIATED PARTIES DO NOT, MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. For example, we do not make any commitments about the content within or the specific functions of the Services, the results of using our Services or their availability to meet your

needs. All Services are provided "as is." TO THE EXTENT PERMITTED BY LAW:

- WE EXCLUDE ALL WARRANTIES, INCLUDING (BUT NOT LIMITED TO) WARRANTIES LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- WE (AND OUR AFFILIATED PARTIES) WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.
- THE TOTAL LIABILITY FOR US AND OUR AFFILIATED PARTIES FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE LESSER OF: \$100 OR THE AMOUNT THAT YOU PAID US TO USE THE SERVICES DURING THE MOST RECENT 12 MONTHS OR THE MINIMUM AMOUNT PERMITTED BY APPLICABLE LAW. IN LIEU OF DAMAGES, WE MAY CHOOSE TO SUPPLY YOU WITH THE SERVICES AGAIN, AND YOU AGREE TO ACCEPT THIS AS SATISFACTION OF ANY CLAIM YOU MAY HAVE RELATED TO THOSE SERVICES.

IN ALL CASES, WE AND OUR AFFILIATES, SUPPLIERS, DISTRIBUTORS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these Terms and that business will hold harmless and indemnify us and our affiliates, officers, agents, consultants and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these Terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees.

Image Usage

By accepting these terms, User grants permission to the usage of his/her image, email, and profile information from the OpenExO Community for marketing and communication purposes. The acceptance will also allow OpenExO to share your Community profile for marketing purposes.

Related Agreements for Contractors or Clients About these Terms

We may modify these Terms or any additional terms that apply to a Service to reflect changes to the law, changes to our policies, changes to our Services, or for any other reason. You should review the Terms regularly. We will post a notice of modifications to these Terms on this page and will post a notice of modified additional terms in the applicable Service. Changes addressing new functions for a Service or changes made for legal reasons will be effective immediately, and other changes may not take effect for 14 days. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service. If there is ever any inconsistency between these Terms and the additional terms, the additional terms will apply as to the extent of any such inconsistency. If you do not comply with these Terms and we do not take immediate action, we may still take action in the future and we do not give up any rights we may have. If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of Delaware (excluding conflict of laws rules) will apply to any disputes arising out of or relating to these Terms or the Services, unless you have a contract with us for particular services that specifies another law applies. All claims arising out of or relating to these Terms or the Services will be litigated exclusively in the city of Dover, Delaware, and you and OpenExO Inc. consent to personal jurisdiction in those courts.

Governing Law

The validity, interpretation, construction and performance of this terms shall be governed by the laws of the Delaware, without giving effect to the principles of conflict laws.