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Freshworks Terms of Service

Effective Date
October 1, 2020

For prior version, please click here.

Please read these terms of service and our Privacy Notice (together, these "**Terms**") carefully as they form a contract between the Customer and Freshworks Inc. and its Group Companies (collectively "**Freshworks**" or "**Provider**") and govern use of and access to the Service(s) and Websites by Customer, Customer's Affiliates, Users and End-Users. In the event of a conflict between these terms of service and our Privacy Notice, these terms of service shall prevail.

By accessing or using the Service(s) or Websites, or authorizing or permitting any User or End-User to access or use the Service(s) or Websites, Customer agree to be bound by these Terms. If the Customer is entering into these Terms on behalf of a company, organization or another legal entity (an "**Entity**"), Customer agrees to these Terms for that Entity and representing to Provider that Customer has the authority to bind such Entity and its Affiliates to these Terms, in which case the terms, "**Customer**" or related capitalized terms used herein shall refer to such Entity and its Affiliates. If Customer does not have such authority, or if Customer does not agree with these Terms, Customer must not accept these Terms and may not access or use the Service(s) or Websites.

Customer, as an individual, must be 18 years or older to access or use the Websites and the Service(s).

Customer and Provider are individually referred to as "**Party**" and collectively as "**Parties**".

The Parties agree as follows:

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provide the Service(s) in accordance with laws and government regulations applicable to locations where Provider hosts the Service(s). Subject to Customer's compliance with the Terms and solely during the Subscription Term (and any renewals thereof in accordance with Section 8.1 of the Terms), Provider grants to Customer a limited, non-exclusive, non-transferrable, and revocable right to access and use the Service(s) for its internal business purposes, including the right to download, install and use the Mobile Applications.

2. Responsibilities of Customer

2.1 Customer Account: Customer shall be solely responsible for the confidentiality of Service Data and login information. Notwithstanding Provider's obligations under Section 9 of the Terms, Customer shall be responsible for use of the Service(s) through Customer's Account by any third party. Customer shall use best efforts to prevent unauthorized access to, or use of, the Service(s), and notify Provider promptly of any such unauthorized access or use of which Customer becomes aware. Provider and its Affiliates shall not be liable for any damage or loss that may result from Customer's failure to protect Customer's login information.

2.2 Use of the Service(s): Customer agrees not to (i) use the Service(s) To Process data on behalf of any third party other than Customer's Users and End-Users; (ii) use the Service(s) to send unsolicited communications, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (iii) use the Service(s) in any unlawful manner, including but not limited to violation of any person's privacy rights; (iv) use the Service(s) to store or transmit any content that infringes upon any person's intellectual property rights; (v) use the Service(s) in any manner that interferes with or disrupts the integrity or performance of the Service(s) and its components; (vi) use the Service(s) to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (vii) use the Service(s) to post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); (viii) use the Service(s) for the purposes of cookie tracking, ad exchanges, ad networks, data brokerages, or sending electronic communications (including e-mail) in violation of applicable law (ix) use the Service(s) to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103 unless expressly agreed to otherwise in a signed writing by Provider; or (x) use the Service(s) to store or transmit any "Payment Card Industry" data as that term is defined by Payment Card Industry Data Security Standards unless expressly agreed to otherwise in a signed writing by Provider.

2.3 General Restrictions: Customer shall not (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service(s) available to any third party, other than Users and End-Users in furtherance of its internal business purposes as expressly permitted by the Terms; (ii) modify, adapt, or hack the Service(s) or otherwise attempt to gain or gain unauthorized access to the Service(s) or related systems or networks; (iii) falsely imply any sponsorship or association with Provider; (iv) attempt to decipher, decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any Software making up the Service(s); (v) establish a link to the Website(s) in such a way as to suggest any form of association, approval or endorsement on Provider's part where none exists; or (vi) try to use, or use, the Service(s) in violation of the Terms. Without limiting the foregoing, Customer is solely responsible for ensuring that Customer's use of the Service(s) is compliant with all applicable laws and regulations.

2.4 Use of API: Customer shall use Provider's APIs according to Provider's API policies available at:

SERVICE(S)	WEBSITES
Freshdesk	https://developers.freshdesk.com/api/
Freshservice	https://api.freshservice.com

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Freshsuccess	https://developer.freshsuccess.com/api/apidoc.html
Freshcaller	https://developers.freshcaller.com/api/
Freshteam	https://developers.freshteam.com/api/
Freshmarketer	https://developer.freshmarketer.com/api/
Freshchat	https://developers.freshchat.com/api/

2.5 Security Responsibilities: Customer shall be responsible for maintaining the security of access to Customer's Account ("**Security Access**"). Any loss of data or attempted or actual access or use of the Service(s) resulting from a breach of Security Access shall be the sole responsibility of Customer.

3. Access to Service(s)

3.1. Agents: Access and use of the Service(s) is restricted to the specified number of individual agents/Users (i) permitted under the applicable SOF or (ii) registered for use via the online registration through the Website(s).

3.2 Downtime: Customer may not be able to access or use the Service(s) (a) during planned downtime for upgrades and maintenance to the Service(s) (of which Provider will use commercially reasonable efforts to notify Customer in advance through the Service(s)), or (b) during any unavailability caused by circumstances beyond Provider's reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Provider's reasonable control (including, without limitation, inability to access the internet), or acts undertaken by third parties, including, without limitation, distributed denial of service attacks ("**Force Majeure Event**"). Customer acknowledges that in the event of Force Majeure Event, Provider shall be relieved from its obligations (or part thereof) as long as the Force Majeure Event hinders the performance of said obligations (or part thereof). Provider will make reasonable efforts to mitigate the effects of the Force Majeure Event.

4. Changes to the Service(s)

Provider may update the Service(s) from time to time and Customer may receive notifications of such upgrades, enhancements, or updates ("**Updates**"). Any new or modified features added to, augmenting, or otherwise modifying the Service(s) or other Updates, modifications or enhancements to the Service(s) are also subject to the Terms and Provider reserves the right to deploy Updates at any time. Customer agrees that its purchase of the Service(s) is neither contingent upon the delivery of any future functionality or features, nor dependent upon any oral or written public comments made by Provider with respect to future functionality or features.

5. Ownership of IPR

5.1 Ownership of IPR: All rights, title, and interest in and to (i) Documentation; (ii) Software and Provider's API; and (iii) all of Provider's patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights in or related to the Service(s), including the Website(s), and any part of the Service(s) (collectively, "Intellectual Property Rights") or any derivatives thereto shall belong to and remain exclusively with Provider. Provider is the owner or the licensee of all Intellectual Property Rights in the Website(s), and the content or material published on the Website(s).

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6. Other Services

Certain other services such as third-party Apps are made available to Customer through the Market Place or other forums ("**Third-Party Services**"). These Third-Party Services are developed for their integration with the Service(s) and are governed by their own terms and privacy policies. By enabling the Third-Party Services, Customer understands and agrees that Provider is neither responsible for Customer's use of these Third-Party Services, nor does it provide any warranties whatsoever for these Third-Party Services. Provider is also not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any such Third Party Services, or Customer's reliance on the privacy practices, data security processes or other policies of such Third Party Services. Customer understands that Provider is not responsible for providing technical support for the Third-Party Services and that Provider is not responsible for the data hosting and data transfer practices followed by providers of such Third-Party Services.

7. Billing, Plan Modifications and Payment

7.1 Charges: All charges associated with Customer's Account ("**Subscription Charges**") are set forth in the applicable SOF or on the Website(s) and due in full and payable in advance upon Customer's receipt of Provider's invoice in accordance with Section 7.2. Payment obligations are non-cancelable, and except as expressly permitted in the Terms, fees paid are non-refundable.

7.2 Payment methods: Customer shall pay the Subscription Charges through an accepted payment method as specified in the applicable SOF or on the Website(s).

7.3 Renewal: Customer's subscription to the Service(s) will renew automatically for a Subscription Term in accordance with the renewal terms and conditions set forth in Section 8.1.

7.4 Late Payments/Non-payment of Subscription Charges: If the Subscription Charges are more than thirty (30) days overdue, then, following a notification of suspension, Provider may suspend Customer's access to the Service(s), including, without limitation, Customer's Account, until such unpaid Subscription Charges are paid in full. Customer further acknowledges that Provider is not required to serve notices for late payments of Subscription Charges.

7.5 Upgrades: Subject to the Terms, Customer may upgrade Customer's Account at any time during the Subscription Term (or any renewals thereof in accordance with Section 8.1) via an executed SOF or through the Website(s); provided, however, that Customer acknowledges that the number of Users may not be decreased. When Customer upgrades its Account, the new Subscription Charges become immediately applicable and the new Subscription Charges for the subsisting month will be charged on a pro-rated basis.

7.6 Applicable Taxes: Except as set forth in the applicable SOF or on the Website(s), the Subscription Charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). Customer agrees to pay applicable direct or indirect Taxes associated with its purchases hereunder. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer shall gross up the payments so that the Provider receives the amount actually quoted and invoiced. If the Provider has the legal obligation to pay or collect Taxes for which Customer is responsible for this section, the appropriate amount shall be invoiced and paid by the Customer, unless the Customer provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

8. Term, Termination, and Suspension

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plan shall be at the then current subscription rates. Provider reserves the right to increase the subscription fees on an annual basis at the beginning of each Subscription Term.

8.2 Suspension: Provider may suspend Customer's access to the Service(s), including, without limitation, Customer's Account, on the following grounds: (i) late payment/non-payment of Subscription Charges; (ii) non-renewal of the Service(s) by Customer; or (iii) breach of the Terms. Provider shall notify Customer of any such suspension. Customer must remedy such violations prior to Provider restoring full access to and use of the Service(s). Such suspension will in no way affect Customer's other obligations under the Terms.

8.3 Termination: Provider reserves the right to terminate these Terms and any Service(s) hereunder in addition to suspension, if; (i) a breach by Customer remains uncured for more than ten (10) days from the breach; or (ii) if Provider believes that Customer's breach of the Terms cannot be cured. Upon such termination, Customer must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term. Either Party may terminate these Terms by written notice to the other Party in the event that (i) such other Party materially breaches the Terms and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.4 Free Trial Customers: Upon the expiration of Customer's free trial, Provider may immediately suspend Customer's access to the Service(s), including, without limitation, Customer's Account. Customer must export Service Data before the end of the free trial or Service Data will be permanently lost. Provider shall have no obligation to maintain, store or otherwise retain Service Data beyond the end of the free trial period.

9. Confidentiality

9.1 If Customer chooses, or Customer is provided with, a user identification code, password, or any other piece of information as part of Provider's security procedures, Customer must treat such information as confidential. Customer must not disclose it to any third party. Provider has the right to disable any user identification code/user login or password, whether chosen by Customer or allocated by Provider, at any time, if in Provider's reasonable opinion, Customer has failed to comply with any of the provisions of the Terms.

9.2 Confidentiality obligations: Each of the Parties will protect the other's Confidential Information from unauthorized use, access, or disclosure in the same manner as each of the Parties protects its own Confidential Information, and in any event, no less than reasonable care. Except as otherwise expressly permitted pursuant to the Terms, each of the Parties may use the other's Confidential Information solely to exercise its respective rights and perform its respective obligations under the Terms and shall disclose such Confidential Information solely to those of its respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound in writing to maintain the confidentiality of, and not misuse, such Confidential Information; provided, however, that Provider may use feedback and Customer (or Customer's End-Users) data to provide Customer reports on Customer's usage/implementation of the Service(s), or for Provider's product development. The provisions of this sub-section shall supersede any non-disclosure agreement by and between the Parties entered into, prior to the Terms that would purport to address the confidentiality of Service Data and such agreement shall have no further force or effect with respect to Service Data.

9.3 Data Security: Provider will use appropriate technical and organizational measures to protect the Service Data. Provider's measures are designed to provide a level of security appropriate to the risk of Processing the Service Data. Customer understands that Provider and its Affiliates shall process Service Data in accordance with Applicable Data Protection Law(s) and in accordance with its Privacy Notice which is incorporated into the Terms by reference.

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Customer agrees following the termination of Customer's Account either by Customer or Provider, Service Data will be retained or deleted in accordance with Supplemental Terms, as applicable to Customer. Where the Service Data is retained and can be exported, Customer may contact Provider within such Data Retention Period to export Customer's Service Data. Service Data cannot be recovered once it is deleted.

11.Disclaimer of Warranties

PROVIDER WARRANTS THAT THE SERVICE(S) WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. THE THIRD-PARTY SERVICE(S), ALL SERVER, NETWORK COMPONENTS, APPS, APIs, AND DATA MIGRATION ARE PROVIDED "AS IS". EXCEPT AS SET FORTH HEREIN, ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ALL LIMITED WARRANTIES SUCH AS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED.

CUSTOMER ACKNOWLEDGES THAT PROVIDER DOES NOT WARRANT THAT THE ACCESS TO THE SERVICE(S), WHICH IS PROVIDED OVER INTERNET AND VARIOUS TELECOMMUNICATIONS NETWORKS, ALL OF WHICH ARE BEYOND PROVIDER'S CONTROL, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE.

12. Limitation of Liability

SUBJECT TO APPLICABLE LAW AND NOTWITHSTANDING ANYTHING ELSE IN THE TERMS, IN NO EVENT WILL PROVIDER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, LOST PROFITS, OR COST OF COVER) REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY. PROVIDER'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, RELATING TO THE SERVICE(S), WILL NOT EXCEED AN AMOUNT EQUAL TO THE SUBSCRIPTION CHARGES PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

13. Indemnification

13.1 Indemnification By Provider: Subject to Customer's compliance with the Terms, Provider will indemnify Customer, from any claim brought against Customer by a third-party alleging that Customer's use of the Service(s) as contemplated hereunder infringes such third-party's registered patent, copyright, or trademark (an "IP Claim"). Provider shall, at its expense, defend such IP Claim and pay damages finally awarded against Customer in connection therewith, including the reasonable attorney's fees, provided that Customer (a) promptly notifies Provider of the threat or notice of such IP Claim; (b) gives Provider sole control of the defense and settlement of the Claim; and (c) fully cooperates with Provider in connection therewith. Provider's indemnification obligation shall be offset to the extent its ability to defend or settle a claim is jeopardized by Customer's failure to comply with the preceding sentence. Provider will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by Customer; (ii) modification of the Service(s) by anyone other than Provider; (iii) suits arising from Customer's competitors; or (iv) the combination, operation or use of the Service(s) with other hardware or software where the Service(s) would not by themselves be

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the Service(s) and repay Customer, on a pro-rated basis, any Subscription Charges Customer has previously paid Provider for the corresponding unused portion.

The sections above state Provider's entire liability and Customer's exclusive remedy with respect to an IP Claim.

13.2 Indemnification by Customer: Customer will indemnify and hold Provider and Provider's Affiliates harmless against any claim brought by a third party against Provider, and its respective employees, officers, directors, and agents arising from or related to use of the Service(s) by Customer in breach of the Terms.

14. Miscellaneous:

14.1 Use of 3rd Parties for Payment Processing: Provider may use a third party service provider to manage payment processing; provided, that such service provider is not permitted to store, retain, or use Customer's payment account information except to process Customer's payment information for Provider. Customer must notify Provider of any change in Customer's payment account information, either by updating Customer's Account or by e-mailing Provider at **support@freshworks.com.**

14.2 Assignment: Customer shall not assign these Terms or any of its rights or delegate any of its duties under the Terms without the prior written consent of Provider. Subject to the foregoing, these Terms will be binding upon, enforceable by, and inure to the benefit of the Parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void.

14.2 Entirety: These Terms, together with any SOF and Supplemental Terms, constitutes the entire agreement and supersedes any and all prior agreements between Customer and Provider regarding the subject matter hereof. In the event of a conflict between any SOF or purchase order and these Terms, these Terms shall prevail. Provider may amend these Terms from time to time, in which case the new Terms will supersede prior versions. Customer is to read these Terms carefully before Customer starts to use Provider's Service(s) or Websites, as these will apply to Customer's use of the Service(s) and Our Websites. Customer is to check these Terms from time to time to take notice of any changes Provider makes, as they will be binding on Customer. Provider will notify Customer not less than ten (10) days prior to the effective date of any amendments to these terms of service and Customer's continued use of the Service(s) following the effective date of any such amendment may be relied upon by Provider as Customer's acceptance of any such amendment. With respect to amendments only to the Supplemental Terms, Provider will notify Customer as aforementioned only if the Supplemental Terms are applicable to Customer. Provider's failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

14.4 Severability: If any provision in the Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by applicable law, and the remaining provisions of the Terms shall remain in effect.

14.5 No Waiver: Provider's non-exercise of any right under or any provision of the Terms, does not constitute a waiver of that right or provision of the Terms.

14.6 Export Compliance and Use Restrictions: The Service(s) and other Software or components of the Service(s) which Provider may provide or make available to Customer or Users may be subject to U.S. (or other territories) export control and economic sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Control Laws"). Customer

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country or territory that is subject to comprehensive U.S. trade sanctions (including Crimea, Cuba, Iran, North Korea, and Syria) (a "Prohibited Jurisdiction") and Customer shall not provide access to the Service(s) to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants that (i) Customer is not named on, or owned or controlled by any party named on any U.S. government (or other government) list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (ii) Customer is not a national of, located in, or a company registered in, any Prohibited Jurisdiction, (iii) Customer shall not permit Users to access or use the Service(s) in violation of any Export Control Laws, (iv) no Service Data created or submitted by Customer is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws, and (v) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which Customer and Customer's Users are located.

14.7 Customer further agrees that Customer will not use the Service(s) to disclose, transfer, download, export or re-export, directly or indirectly, any Service Data to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which Customer may be subject. Customer acknowledges that the Service(s) and other Software may not be available in all jurisdictions and that Customer is solely responsible for complying with the Export Control Laws.

14.8 Federal Govt End Use Restrictions: If Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, this Service(s) is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service(s) is licensed to Customer with only those rights as provided under the Terms.

14.9 Relationship of the Parties: The Parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the Parties.

14.10 Survival: Sections 2 (Responsibilities of Customer), 5 (Ownership of IPR), 7 (Billing, Plan Modifications and Payment), 8 (Term, Termination and Suspension), 9 (Confidentiality), 11 (Disclaimer of Warranties), 12 (Limitation of Liability), 13 (Indemnification), 14.10 (Survival), 14.11 (Notices), 14.12 (Consent to Electronic Communication), 14.14 (Governing Law) and 14.15 Dispute Resolution) shall survive any termination of the Terms. Termination of such agreement shall not limit either Party's liability for obligations accrued as of or prior to such termination or for any breach of the Terms.

14.11 Notices: All notices to be provided by Provider to Customer under the Terms may be delivered in writing by (i) nationally recognized overnight delivery service ("Courier") or US mail to the contact mailing address provided by Customer on any while subscribing to the Service(s); or (ii) electronic mail to the e-mail address provided for Customer's Account. Provider's address for a notice to Provider in writing by Courier or US Mail is: Freshworks Inc., 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403 with a copy to legal@freshworks.com by electronic mail.

14.12 Consent to Electronic Communication: All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, five (5) business days after being deposited in the mail or with a Courier as permitted above.

14.13 Anti-Corruption: Customer agrees that neither Customer, nor any of Customer's respective officers, employees, agents, representatives, contractors, intermediaries or any other person or entity acting on Customer's behalf, has taken, been offered, or will take any action, directly or indirectly, in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption or anti-bribery laws, in connection with the Terms and the Service(s) provided hereunder, including without limitation any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Provider's employees or agents. If Customer learns of any violation of the above

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San Francisco County for any claims or dispute relating to the Terms or Customer's access to or use of the Service(s).

14.15 Dispute Resolution: Any dispute, claim or controversy arising out of or relating to the Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of the Terms to arbitrate, shall be determined by arbitration in San Francisco, California. The arbitration shall be administered by JAMS pursuant to its arbitration rules and procedures. Judgment on the Award may be entered in any court having jurisdiction. This section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

15. Definitions: When used in this Agreement with the initial letters capitalized, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

15.1 Account: means any accounts or instances created by or on behalf of Customer for access to and use of any of the Service(s).

15.2 Affiliate: means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "**control**" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

15.3 API: means the application programming interfaces developed, enabled by, or licensed to Provider that permits a User to access certain functionality provided by the Service(s).

15.4 Apps: mean the software applications listed on the Market Place which are created, developed, licensed, or owned by third-party developers. The term also includes any updates, upgrades and other changes to such software applications and versions thereof.

15.5 Applicable Data Protection Law(s): shall mean the data protection laws of the country in which Controller is established, including the GDPR, and any data protection laws applicable to Controller in connection with the Agreement.

15.6 Confidential Information: means all information created by the Agreement or disclosed by one Party to the other Party, orally, in writing or electronically, designated as "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For purposes of this Agreement, Service Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information which (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (b) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (c) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records prior to the time of disclosure; (d) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; (e) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession; or (f) is required by law to be disclosed by the receiving Party, provided that the receiving Party shall, to the extent legally permitted, give the disclosing Party written notice of such requirement prior to disclosing so that the disclosing Party may seek a protective order or other appropriate relief.

15.7 Data Processing Addendum: means the data processing addendum available here; as updated from time to time, which shall govern Service Data to the extent that it includes Personal Data and involves transferring such Personal Data outside the European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for personal data.

15.8 Data Retention Period: means the period of Service Data retention that is calculated from the date of termination of Customer Account

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15.11 Market Place: means an online marketplace for Apps that interoperate with the Service(s). Its Website(s) is

https://www.freshworks.com/apps/.

15.12 Mobile Applications: mean the software applications created, developed, and owned by Provider to enable access and use of the Service(s) through mobile or other handheld devices (such as apps on iOS or Android devices).

15.13 Processing/To Process: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

15.14 Privacy Notice: means Provider's privacy notice at www.freshworks.com/privacy as updated from time to time.

15.15 Processing/To Process: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

15.16 Service Data: means all electronic data, text, messages or other materials, including without limitation Personal Data of Users and End-Users, submitted to the Service(s) by Customer through Customer's Account in connection with Customer' use of the Service(s).

15.17 Service Order Form or SOF: means any service order form referencing this Agreement and executed or approved by Customer and Provider with respect to Customer's subscription to the Service(s), or (ii) any online ordering document or process completed by Customer, each of which form may detail, among other things, the number of Users authorized to use the Service(s) under Customer's subscription to the Service(s) and the Service Plan(s) applicable to Customer's subscription to the Service(s).

15.18. Service(s): mean and include Freshdesk, Freshservice, Freshsales, Freshchat, Freshcaller, Freshteam, Freshmarketer, Freshconnect, Freshinbox, Freshsuccess, Freshping or Freshstatus and/or any new services that Provider may introduce as Service(s) to which Customer may subscribe to and any Updates, modifications or improvements to the Service(s), including individually and collectively, Software, the API and any Documentation, but exclude any Apps or APIs that belong to third parties.

15.19. Service Plan(s): means the pricing plan(s) and the functionality and Services associated therewith for which Customer subscribes with respect to any User.

15.20 Software: means software provided by Provider (either by download or access through the internet) that allows Customer to use any functionality in connection with the Service(s) and includes Mobile Application(s), but excludes any Apps or APIs that belong to third parties.

15.21 Subscription Term: means the period during which Customer has agreed to subscribe to the Service(s) with respect to any individual User.

15.22 Supplemental Terms: means the Service(s) - specific terms found here, additionally applicable to Customer when Customer enables, accesses, or uses such Service.

15.23 User: means an individual who is authorized by Customer to use the Service(s) including an Account administrator, employees, consultants, contractors, and agents of Customer, and third parties with which Customer transacts business.

15.24 Website(s): means the websites for various Service(s) and other websites that Provider operates.

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COMPANY ⌄

EVENTS ⌄

CASE STUDIES ⌄

CONNECT WITH US ⌄