

Xplenty Terms of Services

PLEASE READ THESE TERMS OF SERVICE ("**TERMS**") CAREFULLY BEFORE CLICKING THE "ACCEPT" BUTTON AND/OR USING THE SERVICES (AS DEFINED BELOW), IN WHICH CASE YOU WILL BE BOUND BY THESE TERMS. PLEASE BE AWARE THAT ANY USE OF SERVICES CONSTITUTES ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS, AND YOUR AGREEMENT TO BE BOUND THEREBY. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT CLICK ON THE "ACCEPT" BUTTON AND/OR USE THE SERVICES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS. AS USED HEREIN, "YOU" AND "YOUR" REFER TO YOU AND YOUR ORGANIZATION ON BEHALF OF WHICH YOU ARE ACTING. "XPLENTY", "US" AND "WE" SHALL MEANS, XPLENTY LTD. AND ITS SUBSIDIARIES OR AFFILIATES INVOLVED IN PROVIDING THE SERVICES. THESE TERMS INCLUDE AND INCORPORATE BY REFERENCE XPLENTY PRIVACY POLICY AS AMENDED FROM TIME TO TIME <https://www.xplenty.com/privacy> (<https://www.xplenty.com/privacy>).

IF YOU HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT WITH XPLENTY REGARDING THE PROVISION AND USE OF THE SERVICES ("**SEPARATE AGREEMENT**"), THE TERMS AND CONDITIONS OF SUCH SEPARATE AGREEMENT SHALL PREVAIL OVER THESE

CONFLICTING TERMS OR CONDITIONS IN THESE TERMS.

1. The Services

1.1. Provision of the Services

The services offered by Xplenty include a website – <https://www.xplenty.com> (<https://www.xplenty.com>) ("**Website**"), a "software as a service" (SaaS) application made available through the Website ("**Application**"), and other features or content as now offered and/or may be offered in the future, in connection with the Website or the Application (collectively referred to as the ("**Services**"). These Terms set the legally binding terms for using the Services.

Xplenty shall choose, in its sole discretion, the equipment, tools, system, software and hardware to be used in order to provide You with the Services. The Services shall be provided through Xplenty's servers and/or third party's external servers or cloud-based servers (as further described in Section 6 below) services used by Xplenty, to be determined by Xplenty in its sole discretion.

Subject to Your payment of applicable fees, support services in connection with the Services shall be provided to You from time to time by Xplenty remotely via email and/or online forum at Xplenty's sole discretion. Without derogating from any provision herein, any support services provided to You by Xplenty are provided "as is" and on an "as available basis" and any implementation thereof by You shall be made at your own risk and responsibility.

Xplenty shall use best commercially efforts to make the Services available 24 hours a day, seven days a week, except for: (a) planned maintenance carried out by Xplenty during business hours; and (b) unplanned maintenance performed within or outside the normal business hours of Xplenty, as determined by Xplenty at its sole discretion, provided Xplenty has used reasonable endeavors to give You prior notice.

1.2. Eligibility to Use the Service

By using the Services, You represent that: a) You are the age of majority in Your jurisdiction

b) Your use of the Services does not violate any applicable law or regulation; c) all required information that You submit or post in order to use the Services is accurate and You maintain the accuracy of the information at all times. If Xplenty is informed or has reason to believe that You are not eligible to use the Services or that You become ineligible, Your account may be suspended or terminated without notice and Your account may be suspended, blocked and/or deleted, at Xplenty's sole discretion.

1.3. Changes in the Services

Notwithstanding anything to the contrary, Xplenty reserves the right to suspend, discontinue, modify, or remove any Services offered from time to time, without prior notice, without reason, and/or to offer certain services only in various versions or in selected times, based on Xplenty's sole discretion.

In addition, Xplenty expressly reserves the right to change the pricing of any of its Paid Features (as defined below) and/or to charge You, in the future, for Services which are currently available for free. Xplenty will not charge You for using the Services, before receiving Your consent, however Xplenty reserves the right to terminate Your account with Xplenty and Your use of the Services, in whole or in part, should You refuse to provide such consent or payment if and when so required.

1.4. Registration Process

In order to use certain Services you may be required to perform registration. Xplenty reserves the right to decide which Services require registration or will require registration in the future. If You decide to register for the Service, You must provide certain information about Yourself to Xplenty (as further elaborated below) and create an account.

In the course of the registration process You will be required to provide information regarding, but not limited to, Your full name, e-mail address, credentials to third-party websites or applications from which you would like Xplenty to read/write data from/to, as well as the name, telephone number and other basic information of the organization on behalf of which You are acting, and/or other information. You will also be required to update your preferred third-party cloud provider and your preferred region, where Xplenty will execute

the Services You subscribed for.

In addition, You will also be required to provide financial information such as credit information. This process as well as the clearing process shall be made through a secure website of a reputable third party service provider of Xplenty. Any such financial information shall be used only to bill You for the Services you purchased and/or used. Xplenty shall use such information in accordance with its Privacy Policy.

Once You register to the Service, You represent and warrant all information that You submit during the registration is accurate and truthful, and that You agree to update and maintain the accuracy of such information at all times. You further represent and warrant that Your use of the Services shall not violate any applicable law or regulation. Xplenty reserves the right to suspend or terminate the account and/or any or all use of the Services of a registered user if the registration information submitted seems (in its sole discretion) or proves to be false, inaccurate or incomplete. The registration process also requires You to create a user name and password. Xplenty will, in accordance with its Privacy Policy, keep Your user name and password confidential. However, You are responsible for maintaining the confidentiality of Your user name and password and for logging out of Your account at the end of each session. You are solely responsible for any and all activities that occur under your account. If You become aware of any unauthorized use of Your user name and/or password and/or any other breach of security, You will notify Xplenty immediately.

Registration of more than one account for the purpose of avoiding additional fees and/or other unauthorized purpose is prohibited.

2. Free Trial; Paid Plans and Services Fees

2.1. Free Trial

Xplenty may provide You with limited access to certain functionalities of the Service on a trial basis at no charge for 7 days from the date of Your registration, or such other time period as We may agree to in writing in our sole discretion (collectively Your "**Free Trial**").

We reserve the right to modify, cancel and/or limit the functionalities available via the Service at any time without notice.

Trial, at our sole discretion, without notice at any time.

At the lapse of the Free Trial period, if You do not register for a Paid Plan (as defined below), we will automatically downgrade your account to a free plan, which offers limited functionality, including without limitation, access to your account settings, view and manage existing packages and create new packages. Under the free plan, You will not be able to execute jobs.

Please note that upon the end of Your Free Trial, if You do not purchase a Paid Plan (as defined below), You may lose access to all data stored on the Service, including but not limited to packages, connections, schedules, workflows, and any interfaces to third party services that Xplenty may provide.

2.2. Paid Plan; Services Fees

Xplenty offers several auto-renewed Paid Plans, each include a specified number of pre-purchased node hours, that may be used by you in each Subscription Period (as defined below) ("**Paid Plan(s)**"). Unless otherwise agreed to in writing by Xplenty, subscription periods are monthly and billed annually, and shall be renewed automatically for a consecutive year or more time, unless you notify us in writing that you want to terminate your subscription and cease using the Service as set forth in section 10 below (term and termination) (the "**Subscription Period(s)**"). Unless otherwise agreed between the parties hereto in writing, our price list is amended from time to time, for each Paid Plan per Subscription Period is available at <https://app.xplenty.com/YOUR-ACCOUNT-NAME/settings/billing> (the "**Services Fees**"). Any overages (i.e. usage of such number of node hours beyond the number paid for under the applicable Paid Plan) shall be charged separately as further provided below. Once you have entered into a Paid Plan, we will automatically charge you at the beginning of each applicable Subscription Period for the upcoming Subscription Period, unless you notify us in writing that you want to terminate your subscription and cease using the Service as set forth in section 10 below (term and termination).

You hereby authorize us (or a billing agent acting on Our behalf) to charge You the applicable Service Fees using Your credit card (unless other payment method was expressly agreed to in writing between the parties hereto).

Please note that if You already signed up for a plan prior to April 1, 2017, then, unless You up for one of our new Paid Plan as set forth herein, Your current plan will continue under these Terms (except with respect to the scope of such plan, its pricing and payment terms which shall continue under the agreed terms). Xplenty reserve the right to discontinue such prior plans at any time.

Services Fees are non-refundable. Under each Paid Plan, You are responsible to pay Services Fees for the entire Subscription Period - even if You terminated Your subscription and/or ceased using all or part of the Services during such Subscription Period.

The fees set forth in this Agreement are the net amount exclusive of any taxes. All taxes, duties and tariffs, including, without limitation, sales, excise, value added, use, withholding, import/export and similar charges in connection with the Services and/or these Terms shall be added and borne exclusively by You.

Your Paid Plan will remain in effect until it's cancelled or terminated under these Terms. If you don't pay for Your Paid Plan on time, We reserve the right to suspend or terminate your account and/or any or all use of the Services. Without derogating from any relief or Xplenty may have under these Terms and/or any applicable law, unpaid fees are subject to an exceptional interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is higher, plus all expenses of collection. Unless otherwise stated, all Services Fees are stated in, and shall be paid in, US dollars.

We may revise the Services Fees at any time, or impose additional fees or charges. If You are on a Paid Plan, We will do this by providing You with at least 14 days' notice prior to the charge. Unless otherwise expressly agreed to in writing, any discounts applied to a certain Subscription Period do not apply to other Subscription Periods.

2.3. Overages

We reserve the right to charge any applicable overage fees if You exceed the maximum node hours allowed by Your Paid Plan in any given Subscription Period. Fees for overages for each Paid Plan are as specified in our current price list as amended from time to time.

2.4. Upgrades

You may upgrade your Paid Plan at any time via your Xplenty account settings page notifying Xplenty in writing. If You upgrade Your Paid Plan during a Subscription Period, will immediately be charged according to the then-current rate of the new Paid Plan proportion for the remaining Subscription Period.

2.5. Downgrades

If You desire to downgrade Your Paid Plan level, You must provide Xplenty with written notice (please provide such written notice to billing@xplenty.com (<mailto:billing@xplenty.com> update your account setting on Xplenty web application). The Paid Plan downgrade will effect at Your next Subscription Period. Please note that You will not receive any refund payments made for Your current Subscription Period. Downgrading Your Paid Plan cause the loss of account content, features, or capacity. Xplenty disclaims liability for such loss.

3. Right to Use the Services; Unauthorized Uses

3.1. Limited License; Permitted Uses

You are hereby granted with a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Website, Application and/or any other Service provided to You by Xplenty strictly in accordance with these Terms, the Privacy Policy and any other agreement between you and Xplenty, and solely for internal, personal, commercial purposes.

This license does not include any right to perform collection, aggregation, copy, duplication, display or derivative use of the Website, Application and/or any other Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tool for any purpose. You are not allowed to use any software, scripts or automated agents and in a manner intended to mine data from the Website, Application and/or any other Service.

You will not (and You will not allow any third party to) (i) copy, modify, adapt, translate

otherwise create derivative works of Xplenty's technology, Website, Application and/or the Services and/or the work products thereof; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of Xplenty's technology, Website and Application and/or the work products of the Services; (iii) rent, lease, sell, assign or otherwise transfer rights in or to Xplenty's technology, Website, Application and/or any of the Services; (iv) remove any proprietary notices or labels on Xplenty's technology Website, Application and/or the work products thereof or placed by the Services; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of Xplenty's technology, Website, Application and/or any of the Services; (vi) access (or attempt to access) the administrative interface of the Services by any means other than through the interface that is specifically provided by Xplenty in connection with the Services, unless You have been explicitly allowed to do so in a separate written agreement with Xplenty; or (vii) engage in any activity that interferes with or disrupts any of the Services (or the servers and networks which are connected to the Services).

You may not access the Website, Application and/or any other Services for the purpose of bringing an intellectual property infringement claim against Xplenty or for the purpose of creating a product or service which may be, directly or indirectly, competitive with the Website, Application and/or any other Services.

You will comply with all applicable laws and regulations in Your use of and access to Xplenty's Website, Application and/or any other Services.

3.2. Restrictions on Offensive or Illegal Use

Xplenty strictly prohibits the use of the Services or any of its functionalities for offensive, illegal or harming purposes. You agree not to use the Services to create, edit, post, upload, transmit or otherwise provide any content, information and/or data that is harmful, unlawful, obscene, libelous, racist, hateful, or criminal or that violates the privacy of others or any applicable law, including but not limited to, any law prohibiting the use of the Services to disseminate illegal, offensive or inappropriate content. You agree to abide by all applicable local, state, national and international laws and regulations, including but not limited to, any law regarding the export of data or software. You are and shall remain solely responsible for all acts or omissions that occur under Your account and/or in connection with Your use of the Services, including, without limitation, in connection with the content, information and/or

that you create, edit, post, upload, transmit or otherwise provide through the Services.

Without derogating from the above, in the course of Your use of the Services You prohibited from performing any activity that Xplenty determines, in its sole discretion constitute network abuse.

Xplenty reserves the right to remove any content, information and/or data created, edited, posted, uploaded, transmitted or otherwise provided by You which deems to be in conflict with any of the terms set forth herein, in Xplenty's sole discretion, and/or to take action against user who uses the Website, Application and/or any of the Services (or any of its functionalities) for offensive, illegal or harming purposes or otherwise not in full compliance with this Terms, including, but not limited to, suspending or terminating any or all use of the Services, in any way or manner, and/or terminating Your account.

4. Customer Data

You shall own all rights, title and interest (or You shall otherwise acquire the required license or rights from any applicable third party), in and to all of the Customer Data (as defined below), and shall have the exclusive responsibility and liability for the Customer Data, including without limitation, for the legality, reliability, authenticity, integrity, accuracy, completeness, availability and quality of the Customer Data.

You represent and warrant that You will not create, edit, store, process, post, upload, distribute or transmit, while using the Services, or otherwise make available through the Services, any Customer Data that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; and/or (ii) facilitates or relates to illegal activity; and/or (iii) depicts sexual content; and/or (iv) promotes or relates to unlawful violence; and/or (v) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; (vi) causes or may cause damage or injury to any person or property and/or (v) relates to any third party under the age of 13.

You shall remain exclusively responsible for all acts or omissions in connection with Customer Data that it creates, edits, stores, processes, posts, uploads, distributes, transmits, while using the Services, or otherwise makes available through the Services.

acknowledge, represent and warrant that: (i) Xplenty does not control or monitor, and is responsible for the Customer Data that Customer makes available through the Service. Xplenty reserves the right to remove any Customer Data which deems to be in violation of any of the terms set forth herein, at Xplenty's sole discretion, and take any action it deems appropriate, including without limitation, disabling, suspending or terminating the use of the Services, in any way or manner; (iii) Xplenty makes no representations or warranties as to the Customer Data, and all express, implied and statutory warranties in connection with the Customer Data, including without limitation with respect to the legality, reliability, authenticity, integrity, accuracy, content, completeness, availability and quality thereof, are all expressly disclaimed to the fullest extent permitted by law. You undertake to evaluate and bear all risks associated with the collection, storage, use, distribution of any such Customer Data and the provision to Xplenty and the transmission through the Services of any such Customer Data. Under no circumstances will Xplenty be liable in any way for any Customer Data or any loss or damage of any kind incurred by You as a result of the use and/or distribution and/or the provision to Xplenty and/or the transmission through the Services of Customer Data.

You hereby declare towards Xplenty that You legally acquired and/or own all right, title and interest, in and to all copies of the Customer Data and that You have the right to distribute, process, provide to Xplenty and transmit through the Services such Customer Data. By using the Services, You give your consent to Xplenty, and grant Xplenty with a worldwide, royalty-free, and non-exclusive license, to collect such Customer Data, store such Customer Data in Xplenty's servers, third party's external servers or cloud services on which the Services operates, and to use such Customer Data in order to provide it with the Services.

By using the Website, Application and any of the Services, You give your consent to Xplenty and grant Xplenty with a worldwide, royalty-free, and non-exclusive license, to scan and collect information data and/or Customer Data stored in your server/s, to collect, process and store such Customer Data in Xplenty's servers and/or in third party's external servers or to use the services used by Xplenty, and the use of such Customer Data in order to provide You with the Services. You confirm and warrant that you have all the rights, power and authority to grant the above license.

For the purpose of this Section "**Customer Data**" shall mean, any and all data, information

and/or content that You create, edit, post, process, upload, transmit or otherwise provide to Xplenty through the Website, Application and any of the Services (including data, information and/or content imported and/or transferred from You by Xplenty), either in the form of software, code, text, image, video, link or other, posted on, transmitted through, or linked from any of the Services, including and without limitation, any information/data of You and/or of other third parties, including any personal data related to Your clients or users or otherwise.

You must notify Xplenty in advance, at your sole responsibility, of any Customer Data (including, without limitation, any personal data) which is subject to any specific or special requirements under any applicable laws and/or regulations in connection with the Services to be provided by Xplenty hereunder (including, without limitation, in connection with the collection, storage and process of such Customer Data). If Xplenty will not comply with such rules or regulations, it may terminate its engagement under these Terms.

5. Xplenty's Proprietary Rights

Xplenty owns and retains the entire title, rights and/or interest in and to its technology, Website, Application and/or any of the Services (and/or or any part thereof) and any and all intellectual property rights related and associated therewith, including any improvements, specifications, work products, updates, upgrades, error-corrections or other modifications thereof. Xplenty's Website, Application and/or other Services contain technology, data, ideas, know-how, trademarks, trade secrets, inventions, copyrights and other proprietary information of Xplenty and its licensors. You are not granted with any rights in or to the Website, Application and/or any of the Services. You shall have no right in the intellectual property associated or related to the Website, the Application or any other part of the Services and nothing herein should be inferred as granting such rights to You.

Without derogating from the generality of the above, it is hereby clarified that all content, codes and/or other work products generated through, produced by or otherwise related to or associated with Xplenty's Website, Application and/or any of the Services, including without limitation, any scripts, codes, formulas, reports, notes, records, charts, analyses, and any other documents, material or work products (in any media whatsoever), shall be the sole property of Xplenty and You shall not have any right in connection therewith.

6. Third Party Providers

You acknowledge that Xplenty uses third party IT and/or cloud infrastructure service order to provide the Services. You acknowledge and agree that Xplenty is not and shall be responsible for the availability, performance or security of any such external third party services or resources, and it shall not be held liable for any loss or damage (including loss of data and/or loss of profits), which may be incurred by You, as a result of the lack of availability of, the interruptions or errors in the performance of, and any other problem in those external third party services or resources, or as a result of the lack of availability of, the interruptions or errors in the performance of, and any other problem in the Services provided through such external third party services or resources.

In addition to the aforesaid, in order to provide You with the Services, Xplenty may utilize include in the Services, distribute to You and/or otherwise make available to You certain third-party software, components, cookies, clear GIF and/or libraries that are subject to certain source license and/or to other third-parties license terms ("**Third Party Software**").

You acknowledge and agree that Your right to use such Third-Party Software in connection with the Services is subject to and governed by the terms and conditions of the open source or third-party license applicable to such Third Party Software, including, without limitation, applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between these Terms and the terms of such open source or Third Party Software license, the terms of the applicable Third Party Software license shall prevail with regard to Your use of the relevant Third Party Software. Other than the applicable Third Party Software in no event, shall the Website, Application and/or any of the Services be deemed to be "open source" or "publicly available" software.

7. Privacy

You acknowledge that Xplenty collects, stores and uses personal data with respect to Your clients and Your users. You hereby consent to Xplenty's collection and use of such personal data and agree that such collection and use of this information will be governed by Xplenty's privacy policy that is located at: <https://www.xplenty.com/privacy> (<https://www.xplenty.com/privacy>) as revised from time to time (the "**Privacy Policy**").

8. Disclaimer of Warranties; Limitation of Liability

8.1. General Disclaimer

Except as expressly and specifically provided in this Agreement, You assume the responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. THE WEBSITE, THE APPLICATION AND ANY OF THE SERVICES PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, AS WELL AS ANY WARRANTY REGARDING SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE WEBSITE, THE APPLICATION AND THE SERVICES, ARE ALL EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. XPLENTY ALSO DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY WARRANTIES FOR OTHER SERVICES, GOODS RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE, THE APPLICATION AND/OR ANY OF THE SERVICES, OR ACCESSED THROUGH ANY LINKS ON THE WEBSITE, THE APPLICATION AND/OR ANY OF SERVICES.

Xplenty does not warrant that the website, the application and/or any of the services operate without interruption or error/bug free.

Without limiting the generality of the foregoing, Xplenty makes no warranty, representations or other affirmation regarding: (a) the suitability of the Website, Application and/or any of the Services for use with third party products, or regarding the performance thereof, (b) that Your use of the Services will meet Your requirements, (c) that Your use of the Services will be uninterrupted, timely, or secure, and (d) that the usage of data provided through the Services will be accurate.

8.2. Disclaimer regarding Content

Xplenty disclaims any and all responsibility or liability for the accuracy, completeness, legality, reliability or operability of information, data or content created, edited, posted, uploaded, transmitted or otherwise provided by you in the course of Your use of

Website, the Application and/or any of the Services (and/or portion of it). Xplenty disclaims any responsibility for the deletion, failure to transfer, store, creating back-ups, mis-deliver, untimely delivery of any information or content or material. Xplenty disclaims responsibility for any harm resulting from downloading or accessing any information or content or material through the Services.

8.3. Limitation of Liability

Under no circumstances shall Xplenty be liable for direct, indirect, incidental, punitive, exemplary, special, consequential or exemplary damages (including loss of use, loss of business or profits), resulting from any aspect of your use of the Website, the Application and/or any of the Services, including, without limitation, damages arise from use or misuse or reliance or inability to use the Website, the Application and/or any of the Services or arise from any error or bug therein, and/or damages arise from the interruption, suspension, modification, alteration, or termination of the Website, the Application and/or any of the Services - with respect to all - whether such liability arises from a claim based upon contract, tort or otherwise, and whether Xplenty has been advised of the possibility of such damages. Such limitation shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the Website, the Application and/or any of the Services or any links on the Website, as well as by reason of reliance or use of any information or advice received through or advertised in connection with the Website, the Application and/or any of the Services or any links on the Website. The limitations shall apply to the fullest extent permitted by law.

In addition, Xplenty will not be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, but not limited to, internet failure, computer equipment failures, telecommunications equipment failure, other equipment failure, electrical power failures, hosting services failure, other third parties' products or services failure, strikes, labor disputes, riots, insurrections, disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning.

9. Indemnification

You agree to indemnify and hold harmless Xplenty and its subsidiaries, its affiliates, officers, directors and employees, from and against any and all liability, losses, claims, damages, expenses, including but not limited to reasonable attorney's fees and costs of litigation related to Your breach of these Terms, or to any Customer Data You create, edit, or upload, transmit or otherwise provide to Xplenty through the Website, Application and/or the Services, or to Your use of the Website, Application and/or any of the Services not in accordance with these Terms, the Privacy Policy and/or any applicable law or to the violation of any rights of a third party.

10. Term and Termination

These Terms are and shall remain in full force and effect as long as You make any use of the Services (either under a Free Trial or a Paid Plan or otherwise) and/or Your account is not terminated. You may terminate your account and/or Your Free Trial or Paid Plan at any time and in Your sole discretion, with no need for justification, by (i) disabling your account from the Xplenty web application OR contacting Xplenty in writing and requesting to disable/delete Your account, and (ii) discontinuing Your use of the Services ("**Termination Notice**"). If You are under a Paid Plan, any Termination Notice You provide shall be effective only as of Your next Subscription Period. We may terminate Your account and/or Your Paid Plan at any time, in whole or in part, for any reason upon providing You with fourteen (14) days' written notice.

Upon any termination or expiration of these Terms, all licenses, and any other rights or services provided by Us to You in these Terms, shall cease immediately, and You shall immediately (i) pay all outstanding balances, and (ii) cease all use of the Services.

We also may permanently or temporarily terminate, suspend, limit or "throttle" your usage of the Service, or otherwise refuse to permit Your use of the Service without notice or liability, if in Our determination, You violate these Terms or Xplenty's Privacy Policy, or in cases of emergency or to prevent violations of law or harm to Xplenty or others. Termination of these Terms, suspension of the Service, any license, or Your access to the Site or Service, shall not limit Us from pursuing other remedies available to Us against You, including, but not limited to, injunctive relief.

11. Modifications of Terms

These Terms may be modified only (a) by obtaining Our written consent in an agreement signed by an officer of Xplenty; or (b) as set forth below in the immediately following paragraph.

Xplenty reserves the right to change, add to, delete portion of or otherwise modify, from time to time, at its sole discretion, these Terms and/or the terms of its Privacy Policy. Posting modified Terms and/or Privacy Policy on the Website or providing You with notice in Your account (if You have one), or otherwise notifying You in some manner through the Services will give effect to its revised terms within 10 days as of such posting or notification, unless earlier accepted by You. Thereafter any continuing use of the Services by You will constitute Your expressed agreement to abide by the revised terms.

12. Miscellaneous

12.1. Feedback

Xplenty may, from time to time, ask You to provide information regarding Your experience while using the Services, for the purpose of measuring and improving the quality of services and the experience of its users. These feedbacks are very important to Xplenty, Xplenty will appreciate any such feedback. Any and all information that you voluntarily choose to provide Xplenty as feedback shall be used solely for the purpose of reviewing feedback and improving Xplenty's services.

All ideas, inventions and/or improvements (whether patentable or not) conceived or derived or result, directly or indirectly, from any feedback (written or oral) that you provide to Xplenty shall be owned exclusively by Xplenty, and You shall not have any right in connection therewith. You hereby irrevocably assign to Xplenty any rights that you may have or acquire in such ideas, inventions and/or improvements and You irrevocably waives any right you have or may have in the future to receive any payment, royalty or other consideration (of any kind) with respect to such ideas, inventions and/or improvements, including according to Section 134 of the Patents Law, 5727-1967 if applicable.

12.2. Use of Your Trademarks

You agree that Xplenty, in its sole discretion, may use Your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and web site listings (including links to website) for promotional and publicity purposes.

12.3. Governing Law and Jurisdiction

Other than explicitly provided herein, this Terms shall be treated as though it was executed and performed in the State of Israel and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles).

Any claim that You may have in connection with these Terms must first, and before taking other legal action, be submitted to Xplenty in the form of a complaint (to: legal@xplenty.com), to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, or if any other claim or dispute in connection with these Terms arises, it shall be resolved in a cost effective manner, through binding non-appearance-based arbitration. An arbitration judgment may be entered and forced in any court of competent jurisdiction. Notwithstanding the foregoing, Xplenty may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

12.4. Entire Agreement

These Terms, the Privacy Policy and, if applicable, the Separate Agreement, constitute the entire legal agreement between You and Xplenty and govern Your use of the Services. These Terms replace any prior agreement or understanding between You and Xplenty in relation to the Services. Any waiver of any provision of the Terms will be effective only if in writing and signed by the waiving party.

12.5. Assignment

You may not assign any of Your rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of Xplenty (that shall not be unreasonably withheld). Xplenty may assign, at its sole discretion, these Terms or any c

rights and/or obligations under these Terms, to any third party, without giving prior notice without Your consent. In any event of assignment as aforesaid, all the provisions of These Terms shall apply to the assigned party, *mutatis mutandis*.

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353 Kearny Street
San Francisco, CA 94108

hello@xplenty.com

+1-888-884-6405

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