

OpenExO Terms of Service

Last modified: July 9th, 2019

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 by ExO Works Europe, SLU, 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 govern 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 related to our Services, or to 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, store 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: <https://www.openexo.com/privacy-policy> .

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 in 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 where 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 permissions: 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 in 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.

- **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 have 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.

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 the State of Spain (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 that another law applies. All claims arising out of or related to these Terms or the Services will be litigated exclusively in the courts of Granada, Spain, and you and ExO Works Europe SLU 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 Kingdom of Spain, without giving effect to the principles of conflict laws.