



## NINTEX TERMS OF USE

**Last updated:** April 7, 2016

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A CLAUSE THAT SETS FORTH GOVERNING LAW, JURISDICTION, AND VENUE FOR DISPUTES.

### Description of Services

Welcome to the web site for Nintex Global Ltd. and its affiliates ("Nintex"). Through its network of web properties, Nintex provides you with a variety of resources, including information pages, download areas, communication forums, developer tools, and web service APIs (collectively, the "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to these terms and conditions (the "Terms").

In addition, when you purchase any Nintex product or Nintex service, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such purchase. When using particular services, users shall be subject to any posted guidelines or rules applicable to such services that may contain terms and conditions in additions to those in these Terms. All such guidelines or rules are incorporated herein by reference.

### Acceptance

This agreement forms the conditions of supply of material on, use of, and access to the Services. As these Terms affect your legal rights, please read them carefully. **By using the Services, you accept and agree to be bound and abide by these Terms, the Nintex Intellectual Property Policy, available [here](#), and the Nintex Privacy Policy, available [here](#), incorporated herein by reference.** See the Privacy Policy disclosures relating to the collection and use of your information.

Should you object to any of these conditions or any subsequent modifications, your only recourse is to immediately discontinue your use of the Services.

### Use of Services

You are granted a nonexclusive, nontransferable, revocable, limited license to access and use the content and the software for information and other content related to Nintex, its products, and its services. You may use the Services for purposes expressly permitted by Nintex. Any other use, including the reproduction, modification, distribution, transmission, or republication of the content on this site is strictly prohibited, except as expressly permitted in writing by Nintex or in these Terms.

### Conduct

As a condition of your use of the Services, you warrant to Nintex that you will not use the Services for any purpose that is unlawful or prohibited by these Terms, the Nintex Privacy Policy, and the Nintex Intellectual Property Policy, and any subsequent notices. You may not use the Services in any manner

which could damage, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You agree to abide by all applicable laws and regulations.

Nintex has no obligation to monitor any user's use of the Services, however Nintex retains the right at all times to monitor, retain, and disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request. You will indemnify Nintex if Nintex suffers any loss or damage or incurs any costs in connection with any breach of these conditions or any other legal obligation by you or your use of or conduct on the Services.

If you become involved in any violation of system security, Nintex reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Nintex reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any email messages or publishing or otherwise making available any materials that are believed to violate these Terms.

### **Representations; Warranties; Disclaimer**

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Services for the reconstruction of any lost data. Nintex does not assume responsibility or risk for your use of the Internet.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NINTEX DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. NINTEX DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NINTEX DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND NINTEX MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT NINTEX, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR YOUR PROPERTY ARISING FROM THE USE OF THE SERVICES OR CONTENT THEREON.

No advice or information, whether oral or written, obtained by you from the Services or any materials or content available through the Services will create any warranty regarding Nintex or the Services that is not expressly stated in these terms.

### **Limitation of liability**

NINTEX, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF USE, DATA, REVENUE, OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF NINTEX HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGES. In all cases, Nintex will not be liable for any loss or damage that is not reasonably foreseeable or that arises out of any event beyond its reasonable control.

Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

### **General information only - non advisory**

The material on the Services provides general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions. All material on the Services is provided in good faith and its use is undertaken at your sole risk.

## **INTELLECTUAL PROPERTY**

### **Copyright**

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, and software, including the compilation thereof (meaning the collection, arrangement, and assembly), is copyright protected and, except as expressly provided herein or otherwise stated in the Services, its use is for your own personal references only. Except for the temporary copy held in the computer's cache and a single permanent copy for your personal reference, the material may not otherwise be used, copied, reproduced, published, stored in a retrieval system, altered, or transmitted in any form or by any means in whole or in part (except where such use constitutes fair dealing under the Copyright Act) without the prior written approval of Nintex. You may not use any part of the material on the Services to establish, maintain, or provide, or assist in establishing, maintaining, or providing your own publications, Internet site, or other means of distribution.

### **Notices and Procedures for Making Claims of Copyright Infringement**

Pursuant to 17 U.S.C. section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to a Service Provider's Designated Agent. ALL INQUIRES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE.

If you believe that your copyrighted material is posted on any of the Services without your permission, contact our Copyright Agent with the following information:

- Your mailing address, telephone number, and your e-mail address;
- A description of the copyrighted work that you believe is infringed;
- A description of the material on the Services that you believe to be infringing your copyrighted work and its location, with enough detail so that we are able to locate it on the Services;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you declaring under penalty of perjury that (a) the above information in the notice is accurate, and (b) that you are the owner of the copyright interest involved or are authorized to act on behalf of that owner; and
- Your physical or electronic signature.

Our Copyright Agent can be reached at:

Jeffrey A. Christianson  
Chief Legal Officer  
Nintex  
10800 NE 8<sup>th</sup> Street, Suite 400  
Bellevue, WA 98004  
Email: [jeff.christianson@nintex.com](mailto:jeff.christianson@nintex.com)  
Telephone: +1 (425) 324 2400  
Facsimile: +1 (425) 458 0105

There are legal consequences for filing a fraudulent or bad faith copyright take-down notice or counter-notice. Ensure all information to which you are attesting is accurate before submitting it to our Copyright Agent.

### **Trademarks**

The trademarks listed on the Nintex Intellectual Property page are registered trademarks owned by Nintex UK Ltd. All other trademarks mentioned in or displayed on the Services belong to third parties and are the property of their respective owners. Nothing displayed on the Services should be construed as granting any license or right of use of any logo, masthead, or mark, without the express written permission of the relevant owner. All rights not expressly granted herein are reserved.

### **Third Party Services**

The Services may contain links to other sites, which are not maintained by, or related to, Nintex. Links to such sites are provided as a service to users and are not sponsored by or affiliated with us. Nintex has not reviewed any or all of such sites and is not responsible for the content of those sites. Nintex is not responsible for webcasting or any other form of transmission received from any linked sites. Links are to be used and third-party sites accessed at the user's own risk, and Nintex makes no representations or warranties about the content, completeness, or accuracy of these links or the sites hyperlinked to the Services. Nintex provides links as a convenience, and the inclusion of any link to a third-party site does not necessarily imply endorsement by us of that site or any association with its operators.

### **Export control and restricted countries**

You may not use, export, re-export, import, or transfer the Services except as authorized by United States law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported: (a) to any country or territory that is the subject of an embargo by the United States Government (e.g., Cuba, Iran, North Korea, Sudan, Syria, and the Crimea); or (b) to any individual or entity on a U.S. Government list of prohibited or restricted parties, including, but not limited to, the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. By using the Services, you represent and warrant that: (i) neither you nor your listed residence is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You are solely responsible for compliance with all applicable laws, and you will not use the Services for any purposes prohibited by U.S. or other applicable laws.

### **Nintex Xchange™ and Nintex Connect Specific Terms**

Nintex Xchange™ is an online catalog of templates, applications, and downloadable solutions that interoperate with the Nintex platform. Among other things, Nintex Xchange allows users to test drive, review, and install those applications.

Nintex Connect, located at [community.nintex.com](http://community.nintex.com), is an online community of partners, customers, and Nintex supporters. They use the site to find product information and tutorials and to ask questions, find solutions and share knowledge about how to best use the Nintex Workflow Platform.

### **Disclaimer**

Most of the assets and content on Nintex Xchange and Nintex Connect (collectively, the "Communication Services"), are submitted by parties other than us. That third-party content is the sole responsibility of the originator of that content. Nintex is not responsible for any third-party content, whether or not Nintex reviewed or moderated such content.

YOU AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON APPLICATIONS AND CONTENT ON THE COMMUNICATION SERVICES, REGARDLESS OF WHO ORIGINATED THAT CONTENT (INCLUDING OUR EMPLOYEES, PARTNERS, AFFILIATES, OR MODERATORS).

THE ASSETS AND CONTENT ON OR AVAILABLE THROUGH THE COMMUNICATION SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. NINTEX MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE COMMUNICATION SERVICES AT ANY TIME. ADVICE RECEIVED VIA THE COMMUNICATION SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL, OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE COMMUNICATION SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE COMMUNICATION SERVICES.

#### Access to Services and Passwords

To access the Services or some of the related services or resources, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that the information you provide will be correct, current, and complete and that you will abide by these terms. If Nintex believes that the information you provide is not correct, current, or complete or that you have violated any provision in these Terms, it has the right to suspend your access to the Services or the services of our third-party service partners, if any, or to temporarily suspend or permanently terminate your user account, in its sole discretion.

Any passwords are for individual use only. You are responsible for the security of your password and account. Nintex will be entitled to monitor your password and, at its discretion, require you to change it. If you choose, or are provided with, a user name, password, or other piece of information as part of security procedures, you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services using your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Nintex immediately of any unauthorized use of your account or any other breach of security. Nintex will not be liable for any loss that you may incur as a result of someone else using your account or password. You may not use anyone else's account at any time without the permission of the account holder.

#### Use of Communication Services

The Communication Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, and/or other message or communication facilities designed to enable you to communicate with others. You agree to use the Communication Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service.

Nintex has no obligation to monitor the Communication Services. However, Nintex reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Nintex reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

By way of example, and not as a limitation, you agree that when using the Services, you will not:

- Conduct or promote any illegal activities, including but not limited to intellectual property infringement, or engage in conduct which Nintex, in its sole discretion, finds abusive or objectionable while using the Services;
- Transmit, publish, post, upload, distribute, or disseminate any information, topic, name, or material that Nintex, in its sole discretion, believes to be abusive, defamatory, excessively violent, harassing, vulgar, obscene, lewd, lascivious, objectionable, or that defames, abuses, harasses, stalks, threatens, or otherwise violates the legal rights (such as rights of privacy and publicity) of others;
- Engage in or promote any surveys, contests, pyramid schemes, chain letters, junk email, spamming, or other duplicative or unsolicited messages (commercial or otherwise);
- Upload or transmit any form of virus, Trojan horse, worm, time bomb, cancelbot, corrupted files, malicious code, or any other similar software or programs that may damage the operation of another's computer or property of another;
- Attempt to reverse engineer or jeopardize the correct functioning of the Services, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Services;
- Attempt to gain access to secured portions of the Services to which you do not possess access rights or obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the Services;
- Use any automatic or manual tools, software, or process to search or harvest information, including information about individuals, including email addresses, from the Services, unless available as a function provided by Nintex (i.e., a search tool), or to interfere in any way with the proper functioning of the Services;
- Use the Services in any manner which could disable, overburden, damage, or impair the Services or restrict, inhibit, or interfere with any other party's use and enjoyment of the Services;
- Advertise or offer to sell or buy any goods or services for any business purpose, unless the portion of the Services specifically allows such message;
- Download any file posted by another user of the Services that you know, or reasonably should know, cannot legally be reproduced, displayed, performed, and/or distributed in such manner;
- Falsify or delete any copyright management information, such as author attributions, legal, or other proper notices or other material contained in a file that is uploaded;
- Use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof;
- Co-brand the Services without the express prior written permission of Nintex's authorized representative. For purposes of these Terms, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Services or content accessible on or through the Services; or
- Violate any applicable laws or regulations.

Nintex reserves the right at all times to disclose any information as Nintex deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in Nintex's sole discretion.

Always use caution when giving out personally identifiable information about yourself or your children in any Communication Service. Nintex does not control or endorse the content, messages, or information found in any Communication Service, and, therefore, Nintex specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Nintex spokespersons, and their views do not necessarily reflect those of Nintex.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction, and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

#### Termination/Access Restriction

Nintex reserves the right, in its sole discretion, to terminate your access to Nintex Xchange and the related services or any portion thereof at any time, without notice.

#### Materials provided to Nintex or posted at any Nintex web site

Nintex does not claim ownership of the materials you provide to Nintex (including feedback and suggestions regarding Nintex Xchange, Nintex Connect, or other Nintex material posted on the site) or post, upload, input, or submit to any part of the Services or its associated services for review by the general public, or by the members of any public or private community, (a "Submission" and, collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting ("Posting") your Submission you understand and agree that you are giving a license under your intellectual property rights to all authorized users, including the rights to download, copy, modify, distribute, and repost, unless the project licenses specify otherwise. In addition, you are giving Nintex all necessary rights to make your Submission(s) available on this site and to make improvements to Nintex Xchange based on your suggestions. Nintex does not control, review, revise, endorse, or distribute third-party Submissions. Nintex is hosting Nintex Xchange solely as a web storage site as a service to the developer community.

NINTEX MAKES NO REPRESENTATION OR WARRANTY THAT ANY DATA SUBMITTED WILL BE RETAINED FOR ANY PARTICULAR PERIOD OF TIME, AND YOU AGREE TO MAINTAIN ON YOUR SERVERS DUPLICATE COPIES OF ALL SUBMISSIONS.

No compensation will be paid with respect to the use of your Submission. Nintex is under no obligation to post or use any Submission you may provide, and Nintex may remove any Submission at any time in its sole discretion.

By posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms, including without limitation all the rights necessary for you to provide, post, upload, input, or submit the Submission(s).

In addition to the warranty and representation set forth above, by posting a Submission that contains images, photographs, pictures, or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that:

- You are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms and the Services;
- You have the rights necessary to grant the licenses and sublicenses described in these Terms; and
- That each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms, including, by way of example, and not as a limitation, the distribution, public display, and reproduction of such Images.

By posting Images, you are granting (a) to all members of your private community (for each such Images available anywhere on such private community) and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use your Images in connection with the use, as permitted by these Terms of Use, of any of the Services (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly

display, publicly perform, reproduce, edit, translate, and reformat your Image(s) without having your name attached to such Image(s), and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for Images will terminate at the time you completely remove such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time you completely remove such Images. No compensation will be paid with respect to your Image(s).

#### Unsolicited idea submission policy

Nintex or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans, or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Nintex's products or marketing strategies might seem similar to ideas submitted to Nintex. If, despite our request that you not send us your unsolicited ideas and materials, you still send them, please understand that Nintex makes no assurances that your ideas and materials will be treated as confidential or proprietary.

#### **Service updates**

The Services may need updating from time to time. These updates may temporarily disrupt use of the Services and are designed to improve, enhance, and further develop our Services and may take the form of bug fixes, enhanced functions, new service offerings, and updated Services. You agree to receive such updates as part of your use of the Services.

#### **General**

These Terms and any disputes arising under or related to these Terms and/or the Nintex Privacy Policy will be governed by U.S. federal law and the laws of the State of Washington. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Nintex as a result of these terms or use of the Services. You further agree that the Terms create no third party beneficiary rights that are not expressly included.

If any part of these terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms shall continue in effect.

Unless otherwise specified herein, these terms constitutes the entire agreement between the user and Nintex with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Nintex with respect to the Services.

A printed version of these terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these terms and all related documents be drawn up in English.

#### **Changes to the Terms of Use**

Nintex reserves the right to change the terms, conditions, and notices under which the Services are offered. Your continued use of the Services indicates your agreement to the modified terms, conditions, and notices.