

Bynder Android App Terms of Use

The terms of use for the Bynder mobile application for Android (“Android App Terms of Use”) is a legally binding agreement. Please read this document carefully. By clicking “I Agree,” or installing or using the Bynder mobile application for Android software and/or any updates to such software (collectively, “App”) provided by Bynder BV and/or its affiliates (collectively, “Bynder”), you Agree to the following terms as an authorized User of the entity with which you are employed, affiliated, or associated (“Customer”), which has concluded a subscription agreement for a Bynder portal (“Agreement”).

1. GENERAL TERMS

- 1.1 You represent that you are an authorized User under the Agreement. If you do not qualify as an authorized User, then you may download the App, but will not be able to log in.
- 1.2 The Android App Terms of Use is governed by the terms of the Agreement and any amendment thereto or additional purchase thereunder. The Android App Terms of Use adjusts and/or supplements certain terms of the Agreement, solely with respect to the App. Capitalized terms used but not defined in the Android App Terms of Use have the meanings given to them in the Agreement.
- 1.3 The App contains a feature that allows a User to connect to his/her Bynder account via the App if:
(a) User has a valid and active Bynder User Account; and (b) the administrator of the relevant Customer’s Bynder portal has not disabled use of the App. In this respect, “portal” means an instance of the Bynder Product with a set of Customer Data and Customer-specific Product customizations, that is maintained by Bynder in a segregated password-controlled database.
- 1.4 If Customer User uses the App, Customer Data may be transferred to and from the respective technical infrastructure systems that support Bynder, including servers administered by Amazon Web Services, Inc. (“AWS”). Additional information regarding these technical infrastructure systems and the rules that apply to such transfers is available in the Agreement.
- 1.5 Google may, at any time and without notice, restrict, interrupt, or prevent use of the App, or delete the App from your or Customer’s Android device(s), or require Bynder to do any of the foregoing, without entitling the Customer or you to any refund, credit, or other compensation from Bynder or any third party (including, but not limited to, Google or your network connectivity provider).
- 1.6 The Android App Terms of Use was last updated on 1 March 2017 (“Version Effective Date”). It is effective between you and Bynder as of the date you first download, install, or use the App, whichever occurs earliest and can be accessed and downloaded at: www.bynder.com/en/legal/android-app/. Bynder may update and change any part or all of the Android App Terms of Use. The updated version will be posted publicly on Bynder’s website at the above link and will be effective and binding on the day after posting. Bynder encourages Customer and Users to review the Android App Terms of Use periodically, as you are responsible for reading and complying with any amended version(s). If Customer or User objects to any such changes,

Customer's or User's sole recourse shall be to cease using the App. Continued use of the App following the relevant Version Effective Date shall indicate Customer's and User's acknowledgement of such changes and agreement to be bound by the updated Android App Terms of Use.

- 1.7 You acknowledge and agree to Bynder's Privacy Policy, which can be accessed and downloaded at: www.bynder.com/en/legal/privacy-policy/ and Bynder's Acceptable Use Policy, which can be accessed and downloaded at: www.bynder.com/en/legal/acceptable-use-policy/.

2. LICENSE TO USE THE APP

- 2.1 The App, including software embedded in the App, is licensed, not sold, to Customer by Bynder only under the terms of the Agreement and Bynder reserves all rights not expressly granted to Customer. The App contains some open source software libraries, the license terms of which are available on written request to Bynder. Bynder and its licensors retain ownership of the software contained in the App.
- 2.2 Unless otherwise specified in the Agreement and subject to payment of the Subscription Fee and any other undisputed amounts due, Bynder grants to Customer, and subsequently you as User, a limited, non-exclusive, non-assignable, non-transferable, renewable, and revocable license during the applicable Term, to access and use the App on any Supported Device and on no other devices, exclusively for Customer's internal business purposes, as set out in the Agreement. The license granted to User and Customer for the App is a non-transferable license to use the App on any Android devices that User owns or controls and as permitted by Google ("Supported Devices").
- 2.3 Such license permits you to use Intellectual Property Rights and Confidential Information included in the App and to make copies of software or other information strictly as necessary to download, install, and use the App. Such license shall not be construed to mean, by inference or otherwise, that Customer has any right to access or obtain any source code for the App.
- 2.4 Without limiting the generality of anything herein, you acknowledge and agree that the App may collect use or device data for the purposes of providing services or functions that are relevant to use of the App.

3. GOOGLE TERMS

- 3.1 Bynder, and not Google, is solely responsible for the App and the license granted herein. Google has no obligation to provide maintenance and support for the Software.
- 3.2 The Google Play marketplace is owned and operated by Google Inc. Your use of Google Play is governed by a legal agreement between you and Google consisting of the Google Terms of Service, which can be accessed and downloaded at: <https://www.google.com/intl/en/policies/terms/>, and the Google Play Terms of Service, which can be accessed and downloaded at: https://play.google.com/intl/en-US_us/about/play-terms.html. In addition, your use of Google Play is subject to the Google Play Business and Program Policies,

which can be accessed and downloaded at: <https://play.google.com/about/android-developer-policies.html>. The Google Play Market Terms of Service, Google Play Business and Program Policies, and Google Terms of Service shall take precedence in that order in the event of a conflict between them, to the extent of such conflict.

- 3.3 The App is not covered by the Bynder Service Level Agreement or any other service level agreement in place between Customer and Bynder. Nevertheless, Bynder will aim to provide customer support for the App to the same standard as set out in the Agreement.
- 3.4 In order to respond to FAQs and help its customers to resolve common problems without needing direct assistance from Support, Bynder maintains the Knowledge Base on the Bynder website (help.bynder.com). If your question is not resolved via the Knowledge Base, the Bynder help desk can be contacted by email anytime via support@bynder.com.
- 3.5 Google is not responsible for addressing, investigating, defending, settling, or discharging any claim brought by Customer or any third party for allegations relating to the App, or your or Customer's possession and/or use of the App, including but not limited to: (a) product liability; (b) any failure of the App to comply with applicable legal or regulatory requirements; (c) consumer protection or similar legislation; or (d) infringement of third party intellectual property rights.
- 3.6 As a User, you represent and warrant that: (a) the App will not be downloaded in, used in, or transported to a country that is subject to a U.S. Government embargo or EU government sanctions, or that has been designated by the U.S. Government or any EU government as a "terrorist-supporting" country or similar; and (b) neither Customer nor User is listed on any U.S. Government or EU government list of prohibited or restricted parties.
- 3.7 Bynder's address is Max Euweplein 46, 1017 MB Amsterdam, the Netherlands. Any claims regarding the App may be submitted via email to legal@bynder.com.
- 3.8 Notwithstanding anything to the contrary in the Agreement, Google and its subsidiaries are third-party beneficiaries of the Android App Terms of Use, and have the right (and shall be deemed to have accepted the right) to enforce the Android App Terms of Use against you and Customer.
- 3.9 To the maximum extent permitted by applicable law, Google will have no warranty obligation whatsoever with respect to the App, and will not be liable for any claims, losses, liabilities, damages, costs, or expenses attributable to any failure of the App to conform to any warranty. Google shall not be required to provide a refund to you or Customer under any circumstances.
- 3.10 In order to continually innovate and improve Google Play, Google may collect certain usage statistics from Google Play and Supported Devices, including but not limited to, information on how Google Play and Supported Devices are being used. The data collected is aggregated and examined in order to improve Google Play for users and developers and is maintained in accordance with Google's Privacy Policy. To ensure the improvement of the App, limited aggregate data may be available to Bynder upon its written request.

4 TERM AND TERMINATION

- 4.1 Bynder may terminate access to the App at any time upon thirty (30) days' notice to Customer without cause, or immediately upon notice to the Customer if: (a) any third party (including Google or your network connectivity provider) restricts, prevents, or ceases to authorize the installation or use of the App on your Supported Device or over your network; or (b) any of Customer's Users is using the App in a manner that is in violation of Bynder's Acceptable Use Policy. In addition, the Android App Terms of Use shall terminate immediately and automatically upon the termination or expiration of Customer's Bynder subscription for whatever reason. Upon any such termination or expiration, Customer and its Users will no longer be permitted to use the App, and will delete or destroy all copies of the App in its possession, including on all devices of its Users.
- 4.2 Termination of the Android App Terms of Use shall not entitle the Customer to any refund, credit, or other compensation from Bynder under the Agreement or any other agreement or from any third party.