

## Integrations Terms of Use Bynder BV

### 1. Introduction

These Integrations Terms of Use describe how Bynder provides and supports integrations. By accessing or using integrations, Customer agrees to be bound by these Integrations Terms of Use. To the extent not covered in these Integrations Terms of Use the Agreement between Customer and Bynder will apply.

By entering into these Integrations Terms of Use on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Integrations Terms of Use.

### 2. Bynder Applications

Please note that integrations developed by Bynder ("Bynder Applications") connect the Product with other software and are not required to use the Product. Bynder has no control over the product roadmap and development of such other software. Even so, Bynder will make reasonable efforts to keep Bynder Applications compatible with the other software. By using Bynder Applications, Customer acknowledges that they are provided "as is", without warranty of any kind, whether express or implied. Bynder will have no liability whatsoever, including indemnification for damages, losses, or claims that arise from Bynder Applications, including from any modification, combination, or development of Bynder Applications that are not performed by Bynder.

### 3. Non-Bynder Applications

Customer acknowledges that certain software features may be available that integrate with the Product which are developed, provided, or offered by third party providers ("Non-Bynder Applications"). Such Non-Bynder Applications are not required to use the Product. Bynder does not warrant and is not responsible or liable for any aspect of Non-Bynder Applications, regardless of whether they are designated or promoted by Bynder as "certified," "approved", "recommended", or similar; offered directly by Bynder or via its app marketplace; or discussed during any promotion or sales process. The terms and conditions of Customer's use of Non-Bynder Applications are strictly between Customer and the third party provider. Customer agrees that, if it chooses to use Non-Bynder Applications, Bynder may grant third party providers access to the Customer Data to the extent required for the interoperability of such Non-Bynder Applications with the Product, and Bynder shall not be responsible for any resulting or related disclosure, modification, or deletion of Customer Data.

### 4. Integrations Support

For Bynder Applications, Bynder will provide the level of support included in Customer's Subscription. For Non-Bynder Applications, Bynder will not be obligated to provide support beyond maintaining the basic information included in the Knowledge Base and Customer will seek support from that third party directly. Please rest assured that, Bynder is still responsible for: (i) maintaining its API in accordance with the API endpoint usages stated in Bynder's API Documentation; (ii) taking steps in case of a malfunctioning integration in order to determine if the API is functioning in accordance with the API Documentation; and (iii) rectifying API malfunctions discovered under (ii) that are the result of a deviation on Bynder's part from the API Documentation.

### 5. API

For application programming interface (API) usage, please consult the Bynder API Terms of Use, which can be accessed and downloaded directly at: [www.bynder.com/en/legal/api-terms-of-use/](http://www.bynder.com/en/legal/api-terms-of-use/).

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