



Terms of Service - USA

These terms of service (the “Terms of Service”) are offered by Showpad, Inc., a corporation duly incorporated and existing under the laws of Delaware and having its principle place of business at 1355 Market Street, 3rd floor, San Francisco, CA 94103, and with email address info@showpad.com (hereinafter “Showpad”, “us”, “we”, “our”, or any similar expression).

Showpad’s contracting party is responsible for all acts that occur in User accounts and for Users’ compliance with the provisions of these Terms of Service, it being understood that “Users” are the Showpad customer’s employees, consultants, contractors or agents or any other individuals for whom subscriptions to the Site, App, Service and Content have been purchased, and who have been supplied user identifications and passwords by the customer (or by Showpad at customer’s request).

These Terms of Service govern your access to and use of Showpad’s content management system offered via your personal Showpad domain (the “Site”) and the use of the application connected to the Site (the “App”). The Terms of Service apply both, where relevant, to the administrator of the Site and the end users of the App. The Terms of Service equally govern any information, text, graphics, or other materials created and/or provided by Showpad and appearing on the Site and App (the “Content”); they also govern the use of the Files (as defined below under section 2) and any services and/or software provided through the Site and App or by Showpad (the “Services”). These Terms of Service limit Showpad’s liability and obligations to you, grant Showpad certain rights and allow Showpad to change, suspend or terminate your access to and use of the Site, App, Content, Files and Services. Your access to and use of the Site, App, Content, Files and/or Services are expressly conditioned on your compliance with these Terms of Service.

These Terms of Service should further be read together with the other applicable contractual documentation, such as the Order Form (as defined in section 10.1), Pricing Terms and Conditions, Privacy Policy, and the Cookie Policy. These documents constitute the entire and exclusive agreement (hereinafter collectively referred to as the “Agreement”) between Showpad and you regarding the Site, App, Content, Services and Files, and these supersede and replace any prior agreements between Showpad and you regarding the Site, App, Content, Services and your Files and the use thereof (including pricing).

YOU UNDERSTAND THAT BY ACCEPTING THE ORDER FORM OR BY CLICKING THE “I AGREE” BUTTON OR BY USING THE SITE, APP, CONTENT, FILES AND/OR SERVICES OR YOUR ACCOUNT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THE AGREEMENT IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SITE, APP, CONTENT, FILES OR SERVICES. IF YOU AGREE TO THE TERMS OF THE AGREEMENT ON BEHALF OF A BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT BUSINESS TO THE TERMS OF THE AGREEMENT AND YOUR AGREEMENT TO THESE TERMS OF THE AGREEMENT WILL BE TREATED AS THE AGREEMENT OF THE BUSINESS. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT BUSINESS.

1. TYPES OF ACCOUNTS

Currently, Showpad offers 3 types of licenses:

PROFESSIONAL

PREMIUM

ENTERPRISE

Each type of license has specific features. The latest information on the types of licenses that Showpad offers and the costs involved can be found on the website www.showpad.com. Showpad reserves the right, at any time, to change the license types and their restrictions and / or impose fees for access to and use of the Site, App, Content, Files and/or Services. In case of such change, the account owner will be notified thereof via the then-current email address indicated in the Showpad billing center (which you must maintain up to date); in case you do not agree with such change, you must notify us within a term of thirty (30) calendar days in absence of which you are deemed to agree with the change. Showpad also reserves the right to change the functionalities of the Site, App, Content or Services at any time.

You can be allowed by Showpad (in Showpad’s discretion), dependent on the number of employees within your organization, to participate in a free trial of the Services. In this case, you will also be invited to accept these Terms of Service, which will equally apply to your use of the Services as far as relevant (excluding, for example, the provisions in relation to payment).





2. FILES AND FOLDERS

“Your Files” or “User Files” (collectively, the “Files”) as used in this Agreement means the information contained in the files that administrators of the Site or, if enabled by the customer, End Users of the App (in case of the PREMIUM and ENTERPRISE license) upload, download and access through the Site, App and Services. You are the owner of your Files and are therefore solely responsible for your conduct and the content of your Files, as well as any of the content contained in your communications with other users of the Site, App and/or Services, including but not limited to the internal messaging system that allows you to communicate through the App and Site.

Showpad allows you to distribute some or all of your Files that you have uploaded to the Site and or App. If you choose to, you can share all or some of your Files with specific individuals you select. If you decide to share your Files, you are giving certain legal rights, as explained below, to those individuals who you have given access to your Files.

Showpad does not claim any ownership rights in your Files. You acknowledge that Showpad does not have any obligation to monitor the Files or messages, sent by the internal messaging system, submitted or otherwise transmitted using the Site, App or Services, for any purpose. As a result, Showpad is not responsible for the accuracy, completeness, appropriateness, legality or applicability of the Files or anything said, depicted or written by users in the internal messaging system, including without limitation, any information obtained by using the Site, App or Services. Showpad does not endorse anything contained in the Files or internal messaging system or any opinion, recommendation or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Showpad with respect thereto. In case of a complaint against (a) certain File(s), or when Showpad is contractually or legally obliged to do so, Showpad is entitled to temporarily remove the File(s) concerned or block the access to this/these File(s). Such action does not imply in any way any recognition of the File(s) being incriminating.

3. ASSET LIBRARY

While you own the content contained in your Files, Files uploaded into the asset library of the Site (“Asset Library”) are available to those users to whom you grant access. By placing your Files in the Asset Library, you agree and acknowledge that Showpad has no responsibility or obligation to monitor or notify you of any non-compliance related to the rights or license you may choose to grant to other users who have access to your Asset Library, if any, and that Showpad has no responsibility to enforce or police, or aid you in enforcing or policing, the terms of the license(s) or permission(s) you have chosen to offer.

4. YOUR RESPONSIBILITIES WHEN UPLOADING FILES

You (as admin of the Site, or, where relevant, as end user of the App) represent and warrant that you have all necessary licenses, rights, consents and permissions or any other necessary requirements imposed upon you by contract or law (hence do not infringe the Intellectual Property Rights (as defined under 8.1), privacy rights or any other rights of third parties), to use, upload, post and submit Files in the Asset Library and to grant rights of access and use to your Files via the Asset Library to third party users, and/or any other rights you wish to grant third parties to make use of the Files. If you have any doubts about whether you have all such legal rights, you should not upload these onto the Services.

You acknowledge and agree that you should not rely on the Site, App, Content or the Files and Services for any reason. You further acknowledge and agree that you are solely responsible for maintaining and protecting all data and information that is stored, retrieved or otherwise processed by the Site, App, Content, Files or Services. Without limiting the foregoing, you will be responsible for all costs and expenses that you or others may incur with respect to backing up, and restoring and/or recreating any data and information that is lost or corrupted as a result of your use of the Site, App, Content, Files and/or Services.

5. YOUR RESPONSIBILITIES WHEN ACCESSING FILES

In case you have been granted a right to access Files via the Asset Library, you should be aware that Files may be protected by intellectual property rights which are owned by the Showpad user who uploaded the File in the Asset Library. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on the content(s) (either in whole or in part) of Files uploaded in the Asset Library by a Showpad user, unless and to the extent you have been explicitly granted the right to do so by the rightful owner of that File, in a separate agreement.

6. PRIVACY

In case you use the Site, App, Content or Services, Showpad may process your personal data. For further information on how we process your personal data, please see our Privacy Policy. Accounting Security





7. ACCOUNTING SECURITY

As a Showpad user you are solely and entirely responsible for safeguarding the password that grants you access to the Site, App, Content, Files and Services. You agree not to disclose your password to any third party. You agree to take sole responsibility for any and all activities or actions under your password, whether or not you have authorized such activities or actions. You will immediately notify Showpad of any unauthorized use of your password (complaint@showpad.com). You acknowledge that if you wish to protect your transmission of data and/or files to Showpad, it is your responsibility to use a secure encrypted connection to communicate with and/or utilize the Site, App, Files and Services.

8. YOUR USE OF THE SERVICE

Showpad grants you a limited, nonexclusive, non-transferable, revocable license to use the Site, App, Content and Services as a prudent person and in a way which is consistent with the normal use thereof, and subject to the restrictions set forth in the Agreement.

8.1. Showpad Property and Feedback

All rights, titles, and interests in and to the Site, App, Content, and Services are and will remain the exclusive property of Showpad, including all Intellectual Property Rights (as defined in the paragraph below) therein, even if Showpad incorporates any of your Feedback (as defined below) into subsequent versions. The Site, App, Content, and Services are protected by copyright, trademark, and other laws of both Belgium, the United States and foreign countries. Unless expressly permitted in these Terms of Service or in the Agreement, you may not reproduce, modify or prepare (derivative) works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Site, App, Content or Services. You may not copy or modify the HTML or other code used to generate web pages on the Site.

All feedback, comments, and suggestions for improvements (the "Feedback") that you provide to Showpad, in any form, and any contributions you make to the Site by posting content and communicating with other Showpad users via posts to forums on the site ("User Posts") will be the sole and exclusive property of Showpad. You hereby irrevocably transfer and assign to Showpad and agree to irrevocably assign and transfer to Showpad all of your right, title, and interest in and to all of your Feedback and User Posts, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual and industrial property rights under whatever jurisdiction that may be applicable (collectively, the "Intellectual Property Rights") therein. You will not earn or acquire any rights or licenses in the Site, App, Content, and Services or in any Showpad Intellectual Property Rights on account of these Terms of Service (or the Agreement) or your performance under these Terms of Service (or the Agreement), except for those explicitly attributed to you.

8.2 General Prohibitions

You agree not to do any of the following while using the Site, App, Content, Files or Services:

Post, publish or transmit any text, graphics, or material that:

is false or misleading;

is defamatory;

invades another's privacy;

is obscene, pornographic, or offensive;

promotes bigotry, racism, hatred or harm against any individual or group;

infringes another's rights, including any intellectual property rights; or

violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;

Access, tamper with, or use non-public areas of the Site, App or Showpad's computer systems, or the technical delivery systems of Showpad's providers;

Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;

Attempt to access the Site, App, Content, Files or Services with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Showpad or other generally available third-party web browsers (such as Microsoft Internet Explorer or Mozilla Firefox), including but not limited to browser automation tools;

Send unsolicited email, junk mail, "spam," or chain letters, or promotions or advertisements for products or services;

Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, App Content, Files or Services to send altered, deceptive or false source-identifying information;





Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, App, Content, Files or Services; Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site; or plant malware on Showpad's computer system, those systems of Showpad's providers, or otherwise use the Site, – App, Content, Files or Services to attempt to distribute malware; or Impersonate or misrepresent your affiliation with any person or entity;

Use the Site, App, Content and/or Services in any way that infringes or is likely to infringe Showpad's right or interests or in general, use the Site, App, Content and/or Services which Showpad, in its full discretion, deems incompatible with a use as a prudent person or in a way which is consistent with the normal use thereof.

Showpad will have the right to investigate and prosecute violations of any of the above, including Intellectual Property Rights infringement and Site security issues, to the fullest extent of the law. Showpad may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Service (and/or the remainder of the Agreement). You acknowledge that Showpad has no obligation to monitor any user's access to or use of the Site, App, Content, Files and Services, but has the right to do so for the purpose of operating the Site, App and the Services, to ensure users' compliance with these Terms of Service (and/or the remainder of the Agreement), or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

8.3 Third party rights

Without prejudice to what has been stated under section 4, you will only upload, post, submit or otherwise transmit any data, documents, posts, images, content or any other information: (i) that you have the lawful right to copy, distribute, transmit, display or use in the intended way; and/or (ii) that does not infringe the Intellectual Property Rights or violate the privacy or any other rights of any third party (including, without limitation, privacy rights, copyright, right of portrayal, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity).

9. CUSTOMER REFERENCE

You agree to allow Showpad to publicly reference you as a customer in accordance with this Agreement.

10. LINKS

The Site, App or Content may contain links to third-party websites or resources. You acknowledge and agree that Showpad is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Showpad of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

11. TERM AND (CONSEQUENCES OF) TERMINATION

11.1. Term of Agreement

In case of a free trial In case your organization is granted the right by Showpad to participate in a free trial of the Services, as stated under section 1, such a free trial is granted for a term of thirty (30) calendar days. However, Showpad always has the right, in its full discretion, to shorten or lengthen this term, and, without any motivation being required and without any compensation being due under whatever form or for whatever damages, to terminate the free trial at any moment and with immediate effect (including, without being limited to, cases where Showpad establishes that the registered entity is a direct or indirect competitor).

For paying services In case of paying Services, the Agreement commences on the date Showpad receives the signed sales order form ("Order Form") or when your payment is processed by credit card. The Agreement continues for the contract term indicated on the Order Form. Except if otherwise specified in writing, the Agreement (together with the number of user subscriptions selected) shall automatically renew for one (1) year periods, unless either party gives the other party a written notice of non-renewal at least 30 days before the end of the then-current subscription term or in case the renewal box in the personal account of the user has been switched off at least thirty (30) calendar days prior to the end of the then-current term. The per-unit pricing during any such renewal term shall be the same as that during the prior term, with exclusion of one-off rebates that have been awarded to you by Showpad for the initial subscription period only, and unless Showpad has given you written notice of a pricing increase at least thirty (30) calendar days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. In case Showpad notifies you of a pricing increase within the thirty (30) calendar days before the end of the then-current term, written notice of non-renewal can be sent until the final day prior to the renewal of the contract.





11.2. Termination for Cause

Without prejudice to Showpad's other rights under contract and applicable law (including the right to claim damages) and Showpad's rights to terminate free trial services, Showpad reserves the right to revoke your access to, and use of the Site, App, Content and Services at any time, and to partially or wholly terminate the Agreement with immediate effect without recourse to court, with or without notice, in case you breach these Terms of Service or any other provision of the Agreement and in any other case you act contrary to applicable law or the interests of Showpad (e.g. in cases of insolvency or restructuring of your company).

11.3. Refund or Payment upon Termination

Unless otherwise agreed in writing, prepaid fees are non-refundable. In no event shall any termination relieve you of the obligation to pay any fees payable to Showpad (in accordance with the Pricing Terms and Conditions and the Order Form) for the period prior to the effective date of termination.

11.4. Return of Your (Content) Data.

You are solely responsible for guarding, securing and retrieving your data (including Files) from the Site and/or App. Upon thirty (30) calendar days after the termination of the Agreement in accordance with the Agreement, Showpad is entitled to delete all your data.

Upon request by you made within thirty (30) calendar days after the effective date of termination of the Agreement, Showpad will make available to you all your Files in comma separated value (.csv) format along with attachments in their native format.

After such thirty (30) calendar day period, Showpad will no longer have the obligation to maintain or provide any of your Files and shall thereafter, unless legally prohibited, delete all of Your Contact Data in its systems or otherwise in its possession or under its control.

11.5. Surviving Provisions.

Any term of the Agreement which is expressed or by its nature intended to survive termination of the Agreement, including but not limited to terms governing liability of the parties, termination consequences, fees and payment for Services, governing law and dispute resolution, and the interpretation of this Agreement, shall survive termination of the Agreement.

12. USE OF THE SITE AND APP AT YOUR OWN RISK

Your access to and, use of the Site, App, Content, Files and Services is at your own risk. Showpad will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to, or use of the Site, App Content, Files or Services.

13. SHOWPAD IS AVAILABLE "AS-IS"

THE SITE, APP, CONTENT, FILES AND SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, SHOWPAD EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. YOU ACKNOWLEDGE THAT USE OF THE SITE, APP, CONTENT, FILE AND SERVICES MAY RESULT IN UNEXPECTED RESULTS, LOSS OR CORRUPTION OF DATA OR COMMUNICATIONS, PROJECT DELAYS, OTHER UNPREDICTABLE DAMAGE OR LOSS, OR EXPOSURE OF YOUR DATA OR YOUR FILES TO UNINTENDED THIRD PARTIES.

SHOWPAD MAKES NO WARRANTY THAT THE SITE, APP CONTENT, FILES OR SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. SHOWPAD MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED THROUGH THE SITE, APP, CONTENT, OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE, APP, CONTENT, FILES OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SHOWPAD OR THROUGH THE SITE, APP, CONTENT, FILES OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

14. INDEMNITY

You agree to defend, indemnify, and hold Showpad, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected with:

your access to or use of the Site, App, Content, Files and Services;

your violation of any provision of the Agreement;





your violation of any third party right, including without limitation any intellectual property right, including but not limited to right of attribution, publicity, confidentiality, property or privacy right (including right of portrayal); or any claim that your Files, or your use of Files, caused damage to a third party, including without limitation claims that your Files, or use of Files, infringe the rights of another.

15. LIMITATION OF LIABILITY

IN NO EVENT WILL SHOWPAD BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, APP, CONTENT, FILES AND/OR SERVICES, OR FOR ANY ERROR OR DEFECT IN THE SITE, APP, CONTENT, FILES OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT SHOWPAD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT SHOWPAD IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, SHOWPAD WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE, APP OR THROUGH THE SERVICES AND/OR THE FILES, OR IF YOUR DATA IS LOST, CORRUPTED OR EXPOSED TO UNINTENDED THIRD PARTIES.

ALL ACCOUNT HOLDERS AGREE THAT THE AGGREGATE LIABILITY OF SHOWPAD TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE SITE, APP, CONTENT, FILES AND/OR SERVICES IS LIMITED TO LOWER OF THE AMOUNTS YOU HAVE PAID TO SHOWPAD DURING THE THREE MONTH PERIOD PRIOR TO SUCH CLAIM, FOR ACCESS TO AND USE OF THE SITE, APP, CONTENT, FILES OR SERVICES, OR ONE-HUNDRED (\$ 100) US DOLLARS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SHOWPAD AND YOU.

16. SEVERABILITY

In the event that any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect. In addition, the parties to this Agreement will use reasonable endeavors to replace the deleted clause (or part thereof) with a valid replacement provision which is as close as possible to the one that has been deleted

17. WAIVER

The failure of Showpad to enforce any right or provision of the Agreement will not be deemed a waiver of such right or provision.

18. CONTROLLING LAW AND JURISDICTION

This Agreement will be governed by California law except for its conflicts of laws principles.

If parties agree upon arbitration, The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. The place of arbitration shall be San Francisco (CA), unless both parties agree on another location. Any dispute arising between the contracting parties shall be subject to prior conciliation.

