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## USER AGREEMENT FOR MARKETPLACE

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### BACKGROUND:

If Bitrix24 is not listed as the provider of an application, then the application is not provided or warranted by Bitrix24. You and/or other users at your company may be able to use this application to access your or your company's data within your Bitrix24 system. However, using this application may also result in transmission of such data out of Bitrix24 system. To the extent data is transmitted out of the Bitrix24 system, Bitrix24 is not responsible for the privacy, security or integrity of that data.

### 1. Definitions and Interpretation

1.1 In this User Agreement for Marketplace, unless the context otherwise requires, the following expressions have the following meanings:

“**Content**” - means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;

“**App Catalog**” - means a listing on Our Marketplace advertising an item;

“**Marketplace**” - means Our platform for Users and Third Party Services on Website;

“**Website**” - has the definitions set forth in [Bitrix24 Terms of Service](#);

“**Third Party Services**” - means services that are provided to the User by a third party and/or listed on an online directory, App Catalog or marketplace of applications that interoperate with Bitrix24 Services;

“**User**” - means a User of Bitrix24 Services who downloads, installs a Third Party Service, integration connector, extension or makes a purchase on Our Marketplace;

“**User Content**” - means any Content added to Website by a User and has the definitions set forth in [Bitrix24 Terms of Service](#);

“**We/Us/Our/Bitrix24**” - has the definitions set forth in [Bitrix24 Terms of Service](#).

### 2. Access to and Use of Website

2.1 Use of Our Services and Website is also subject to Our [Terms of Service](#). Please ensure that you have read them carefully and that you understand them.

### 3. Age Restrictions

You may only install or download any Third Party Services on Our Marketplace if you are at least 16 years of age.

### 4. Our Marketplace

Our Marketplace is provided solely as an online venue for Users and Third Party Services. We are not a party to any transactions or other relationships between Users and Third Party Services. You hereby acknowledge and agree that:

4.1 We will not be a party to any dispute between you and any Third Party Service. Any claims must be made directly against the party concerned;

4.2 We do not pre-screen Third Party Services or any software that Third Party Services

advertise in App Catalog on Our Marketplace. We are not, therefore, in any way responsible for the content of any App Catalog.

## **5. Intellectual Property Rights**

5.1 The provisions of Clause 5 of this Agreement apply to all User Content submitted to Website, including any and all User Content submitted to Our Marketplace whether in App Catalog or as digital content offered by Third Party Services.

5.2 Users must, at all times, respect the intellectual property rights of Third Party Services on Our Marketplace. Under no circumstances may you use intellectual property belonging to another party without that party's express permission.

## **6. Users Rules and Acceptable Usage Policy**

6.1 When using Our Marketplace, you must do so lawfully, fairly, and in a manner that complies with the provisions of this Clause 6. Specifically:

6.1.1 you must ensure that you comply fully with all local, national, or international laws and/or regulations;

6.1.2 you must not use Our Marketplace in any way, or for any purpose, that is unlawful or fraudulent;

6.1.3 you must not use Our Marketplace to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind;

6.1.4 you must not use Our Marketplace in any way, or for any purpose, that is intended to harm any person or persons in any way;

6.1.5 you must always provide accurate, honest information to Third Party Services on Our Marketplace.

6.2 We reserve the right to suspend or terminate your access to Our Marketplace if you materially breach the provisions of this Clause 6 or any of the other provisions of this Marketplace User Agreement. Further actions We may take include, but are not limited to:

6.2.1 issuing you with a written warning;

6.2.2 legal proceedings against you for reimbursement of any and all relevant costs resulting from your breach on an indemnity basis;

6.2.3 further legal action against you as appropriate;

6.2.4 disclosing such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

6.2.5 any other actions which We deem reasonably necessary, appropriate, and lawful.

6.3 We hereby exclude any and all liability arising out of any actions that We may take in response to breaches of this Marketplace User Agreement.

## **7. Our Liability to You**

7.1 As stated in Clause 4, We are not a party to any transactions, other relationships, or disputes between Users and Third Party Services. Furthermore, as stated in sub-Clause 4.2, We do not pre-screen Third Party Services or any items that Third Party Services advertise in App Catalog on Our Marketplace.

7.2 To the fullest extent permissible by law, We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

## **8. Data Protection**

8.1 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <https://www.bitrix24.com/privacy/> .

8.2 Third Party Services will also collect, hold, and process your personal information in the course of transactions. For complete details of the collection, processing, storage, and retention of personal data by Bitrix24 integrations please refer to the Third Party Services own privacy policies in place to govern their collection, processing, and holding of Customer' personal data. Please consult the privacy policy of any Third Party Service you wish to install before entering into a transaction with them and ensure that you have read, understood, and agree to it. All Third Party Services are, therefore, also considered data controllers under the GDPR, CCPA and any other applicable local personal data protection legislations worldwide and will be responsible for complying with their legal obligations and protecting your rights under the GDPR.

8.3 You must only use the personal data of other Users (whether they are Users or Third Party Services) to the extent necessary to complete a transaction, to communicate about a specific transaction, to communicate via Our Marketplace, and/or to respond to messages from them. You may not add any User to a mailing list, use their data for marketing, or retain any payment details. You may only use another User's personal data for additional purposes with their consent.

## **9. Other Important Terms**

9.1 We may revise this User Agreement for Marketplace from time to time in response to changes in relevant laws and other regulatory requirements.

## **10. Law and Jurisdiction**

10.1 This User Agreement for Marketplace, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the relevant clauses set forth in [Bitrix24 Terms of Service](#).