

# BX Terms of Use

(Version 2024-1)

These BX Terms of Use govern your right and/or the right of the entity you represent to use **"BX"**, which means the the logistics cloud platform for inventory routing optimization, including mobile apps and BX API's and (if purchased by the Customer) any add-on products or services.

If you are an employee or contractor, of a company that is not a Customer of Bottomline, you accept the applicability of these BX Terms of Use also on behalf of your employer or client (and your acceptance binds both you and your employer or client). In that case, "you" and "your" in these BX Terms of Use pertains to both you and your employer or client. Where your employer or client is a Customer these BX Terms of Use apply to you as a user of the BX Service.

By clicking the "I agree" button when you first logon to BX you acknowledge and agree: (1) that you have read and understand these BX Terms of Use, and (2) that you agree to be bound by these BX Terms of Use and (3) that, where you accept these BX Terms of Use on behalf of your employer or client you have the power and authority to bind your employer or client.

If you are not authorized to bind your employer or client or if you do not agree to each and every term and condition of these BX Terms of Use, you may not access or use BX.

These BX Terms of Use may be updated by Bottomline from time to time, in which case the updated BX Terms of Use will apply. The most recent version of the BX Terms of Use will be available within BX.

## 1. Introduction

You use the BX Service on the basis of an agreement (**"Agreement"**) between Bottomline R&D B.V. (**"Bottomline"**) and a customer (**"Customer"**), granting that Customer the right to authorize you or its affiliate's or business relation's employee, representative, consultant, contractor, or agent to use BX.

## 2. Right to use the BX Service

### 2.1 Right to use

Subject to (i) you being authorized by Customer to use BX and (ii) your compliance with these BX Terms of Use, you are entitled to use BX in accordance with these BX Terms of Use, the documentation and manuals available in BX (**"BX Documentation"**) and (where applicable) Bottomline's instructions. Bottomline uses commercially reasonable efforts to make BX available on a continuous basis but does not guarantee that BX is always available, free from malfunctions or uninterrupted. If the Customer withdraws your authorization or if the Agreement terminates, your right to use BX terminates automatically.

### 2.2 Maintenance

Bottomline may perform maintenance to (any components of) BX, add-on products and services (if purchased by the Customer) and their underlying infrastructure from time to time, including the release of Updates and/or New Versions (as set forth in section 2.3). Bottomline may, at any time and without being obliged to obtain your prior permission, interrupt your use of BX to perform such maintenance. Bottomline strives, where reasonably possible, to inform you, by issuing notifications in BX, of any interruptions due to maintenance activities. Bottomline does not accept any liability for such interruptions.

### 2.3 Updates

Bottomline may (but is not obliged to) release changes to BX Service to prevent or remedy malfunctions or vulnerabilities in BX or to improve its functionality (**"Updates"**) or release a successive version of BX, containing features and/or functionality that significantly change(s) or improve(s) the features and/or functionality of the then-current version of BX (**"New Version"**). Updates and New Versions are released in accordance with

Bottomline's release policy and notified by issuing release notes in BX. Bottomline does not warrant that any specific functionality or feature will still be available after implementation of an Update or release of a New Version. Your use of BX shall always pertain to the latest version of BX.

## **2.4 Support**

Support (setting data and parameters in BX, answering your tablet-related questions and any of your other questions related to the use of and settings in BX and (if purchased by the Customer) add-on products or services) ("**First Line Support**"), shall be provided to you by the Expert User only. The "**Expert User**" is the person, appointed and authorized by Customer to provide First Line Support. If you are an Expert User, you have access to "**Help Center Support**" (which means that Bottomline's support team answers questions regarding and resolves issues in BX, either at a standard level (BX Standard Support) or premium level (BX Premium Support). Bottomline will use commercially reasonable efforts in providing Help Center Support but does not warrant that all questions and/or requests will always be answered or that all malfunctions will always be remedied and reserves the right to deny a request.

## **3. Intellectual Property**

### **3.1 Proprietary Works**

Bottomline and its licensors reserve all rights, title and interest, including all intellectual property rights, anywhere in the world, whether registrable or not, including but not limited to patent rights, domain names, tradenames, copyrights, trademark rights, sui generis data base rights and trade secrets ("**IP**") in and to (all components of) BX, the BX API, any add-on products or services, the BX Documentation, the results of professional services and all enhancements, customizations, and modifications to any of the foregoing ("**Proprietary works**"). No IP rights are granted to you. Your right to use BX is temporary, limited, non-exclusive and always subject to your employer's or client's authorization and these BX Terms of Use.

### **3.2 Restrictions**

You shall use BX for Bottomline's Customer's internal business purposes only and not (i) permit any third party to access the Proprietary Works, (ii) create derivative works based on the Proprietary Works, (iii) copy, frame or mirror any part or content of the Proprietary Works, (iv) reverse engineer the Proprietary Works, or (v) access the Proprietary Works in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Proprietary Works. Further, you shall not use any information disclosed by Bottomline relating to BX and to any add-on products or services to contest the validity of Bottomline's IP. Any non-compliance with this section 3.2 will entitle Bottomline to immediately terminate your use of BX.

## **4. Obligations**

### **4.1 Your obligations and responsibilities**

You shall use the BX Service only in accordance with the BX Documentation, these BX Terms of Use and the applicable laws and government regulations and you shall not (a) make BX available to anyone other than yourself, and/or (b) sell, resell, rent or lease BX, and/or (c) store or transmit infringing, libelous, or otherwise unlawful or tortuous material or to store or transmit material in violation of third-party privacy rights in or to BX, and/or (d) store or transmit malware (including but not limited to viruses, worms, time bombs, Trojan horses and other intentionally harmful or malicious code, files, scripts, agents or programs) in or to BX; (e) interfere with or disrupt the integrity or performance of BX or of any data contained therein, or (f) attempt to gain unauthorized access to BX or its related systems or networks, or (g) access BX for any benchmarking or competitive purposes.

### **4.2 Login credentials**

You shall keep the login credentials to the account you created to access BX strictly confidential and not share them with any others. Any action undertaken in BX after a logon to BX using your credentials will be deemed to be undertaken by you unless and until you have notified the Expert User prior to any such action that your password or other credentials' confidentiality has been compromised through circumstances beyond your

control. If you become aware of theft, loss, or abuse of your login credentials or if you become aware of any abuse of BX or security incident you shall: (i) immediately change your password and (ii) notify the abuse or security incident to the Expert User. You shall also notify the Expert User in case of unavailability of or other irregularity in BX. If you are the Expert User, you shall, immediately upon becoming aware of any of the situations mentioned in this section 4.2, notify Bottomline's support team, via the emergency phone number published in BX.

### **4.3 Responsibility**

You are responsible for the correctness and completeness of the information you enter in or send to BX. Bottomline only uses your email address and/or other contact details entered in BX to contact you. If your contact details change you shall enter the updated contact details in BX immediately.

## **5. Consequence of non-compliance**

If you act in contradiction with these BX Terms of Use or in the event of the occurrence of a significant threat to the overall stability, continuity, or security of BX for whichever reason or in case of maintenance to BX, Bottomline may take, without your prior permission, take any measure it deems appropriate such as the (temporary or permanently) termination of your use of BX. In the event you violate the law, Bottomline reserves the right to report such violation to the competent authorities.

## **6. Processing of personal data and security**

### **6.1 Personal data**

Bottomline processes your personal data in accordance with the BX Privacy Statement, version 2024-1, available at [bottomline.eu/bx-privacy-statement](https://bottomline.eu/bx-privacy-statement). By accepting these BX Terms of Use, you agree to such processing, more specifically the personal data transfers described under section 5 of the BX Privacy Statement.

### **6.2 Security**

Bottomline has taken the organizational, physical, and technical security measures for protection of the availability, confidentiality and integrity of the data stored in BX, including your personal data. Information on these measures is available in the BX Documentation or will, at your request, be provided to you by the Expert User. Bottomline does not warrant that these security measures will always be effective or meet any specific requirements. If you believe that the security of your personal data is threatened, or your personal data are compromised using BX you shall report the threat or compromise to the Expert User. If you are an Expert User, you shall, immediately upon becoming aware of a security breach regarding BX, notify such breach to Bottomline's support team, via the emergency phone number published in BX.

## **7. Limitation of liability**

### **7.1 BX Service provided "as is"**

Bottomline provides BX to you "as is" and does not warrant that BX is fit for any particular use or purpose or that BX will operate virus free and/or without interruptions or malfunctions or that malfunctions in BX will always be remedied.

### **7.2 BX Data provided "as is"**

The output data processed within or generated in BX as a result of your use of BX ("**BX Data**") are provided to you "as is". Bottomline does not guarantee the correctness, availability, or completeness of the BX Data. Bottomline excludes all liability for damages arising from incorrect, incomplete, or otherwise non-conforming BX Data.

### **7.3 Your data**

If you enter any data in BX or transmit any data from BX to any other service or application, such transmission is performed entirely at your own risk and the security and validity of the data are your responsibility. You warrant that any data that you enter are, to the best of your knowledge, correct and that they do not infringe any third-party rights, including intellectual property rights or other rights of third parties.

#### **7.4 Limitation**

Bottomline shall, regardless of the legal ground of the claim, not be liable to you for any damages, whether direct or indirect, incidental or consequential, arising from the use of BX, including but not limited to loss of profits or revenue, loss of data, third party damages and governmental fines, regardless of whether such damages were foreseeable and of whether you have been advised of the possibility of such damages. If despite this limitation, Bottomline's liability is established by a competent court or authority under the applicable law, its liability will be limited always to the amount paid out by Bottomline's liability insurer in relation to the claim. The limitation of liability does not apply where limitation of liability is prohibited under the applicable law.

### **8. General provisions**

#### **8.1 Severability**

If any provision of these BX Terms of Use is held by a court of competent jurisdiction to be invalid, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these BX Terms of Use shall remain in full force and effect.

#### **8.2 Choice of law and competent court**

These BX Terms of Use are construed under and shall be exclusively governed by and interpreted in accordance with the laws of the Netherlands, without regards to its choice of laws principles. All disputes arising in connection with these BX Terms of Use shall be settled by the competent court in 's-Hertogenbosch, the Netherlands.

#### **8.3 Headings**

The headings of sections and paragraphs in these BX Terms of Use are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of these BX Terms of Use.