| INTEGRATIONS | WHY COUPLER.IO? | SERVICES | RESOURCES | PRICING | ACCOUNT |

Last modified: 24.11.2022

Terms of Use

This Terms of Use Agreement (this "Agreement") is a contract between you (the Customer) and Railsware Products Studio, LLC. ("Railsware"). It describes the services we will provide to you, how we will work together and other aspects of our business relationship. It is a legal document. These terms are so important that we cannot provide our Products and other services to you unless you agree to them. By using any version of Coupler.io and under any Subscription Plan, you are agreeing to these terms.

Below is the list of sections that this contract consists of:

1. **Definitions** : in this section, we provide a list of the key terms used in the contract and their meaning.
2. **General commercial terms:** this section provides information about access to and availability of the Product, fees and payment terms, subscriptions terms, conditions used for terminations and suspension, etc.
3. **Terms of subscription plans:** this section explains the different types of Subscription Plans the Product offers and the differences between them, as well as covers such topics as limits, downgrades, modifications, customer support, etc.
4. **General legal terms:** this section covers other legal terms that make up part of this contract.
5. **Jurisdiction-specific terms:** having customers across the globe, this section addresses the differences in these terms that may vary based on customer location.

1. DEFINITIONS

- **"Agreement"** means these Terms of Use and all materials referred to or linked to them.
- **"Account owner"** means a Customer or a User who manages a Coupler.io account for an organization.
- **"Beta Features"** means pre-release features, functionalities, or modules of the Product that are made available to you to use and evaluate. "Beta Features" are not included in the definition of "Services", "Products" or "Website".
- **"Billing Information"** means any of your billing information, including, without limitation, bank account numbers, credit c debit card numbers, account details, ACH information, and similar data.
- **"Billing Period"** means the period for which you agree to prepay fees under the chosen Subscription Plan (monthly or annual)

Help

- **"Billing Period"** means the period for which you agree to prepay fees under the chosen Subscription Plan (monthly or annual).

- **"Confidential Information"** means any and all information disclosed by or at the direction of either party to the other in connection with the provision or use of the Services under the Agreement, irrespective of any confidentiality requirement from a

  disclosing party, presence or absence of the confidentiality label on the information, a form of the information, or its content.

- **"Contact Information"** means the name, email address, phone number, online user name(s), telephone number, and similar information that you submit when subscribing to any of the Product's Subscription Plans, filing a customer support request, or in any other way on your free will providing it to us.

- **"Customer Data"** means (i) all information that you submit when subscribing to the Product; (ii) the data you provide us with when approaching customer support requests;

  (iii) including importer setting you set when configuring integrations; as well as (iv) other applications, data, data files, and software provided by you or any authorized User of Customer that resides on or runs through, the Product.

- **"Data Sources"** are third-party systems where you are exporting data by means of the Product.

- **"Data Destination"** are third-party systems where you are importing data by means of the Product.

- **"Free Trial"** means the fourteen (14) day free trial period commencing upon signing up for the first time for the Product.

- **"Paid Users"** means those types of Users who use the Product on the terms of a paid Subscription Plan.

- **"Sensitive Information"** means (a) credit or debit card numbers; personal financial account information; Social Security numbers or local equivalents; passport numbers; driver's license numbers or similar identifiers; passwords; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information; and (b) any information defined under applicable data protection laws as 'Sensitive Personal Data'.

- **"Service"** means the provision to you of access to and usage of the Product through the Website as set forth in this Agreement.

- **"Subscription Fee"** means the amount you pay for using the Product. The Subscription Plans' pricing is set forth on our website and is available at https:// www.coupler.io/pricing

- **"Subscription Plan"** means a specific type of subscription you chose in order to use the Product. Every Subscription Plan may have a different Subscription Fee and limits inherent to it.

- **"Product"** means Coupler.io data integration system, that you have subscribed to, which is developed, operated, and maintained by us, accessible via GSuite Marketplace search or another designated URL, and any ancillary products and services, including customer support services that we provide to you.

- **"Subscription Term"** means the initial term of your subscription to the applicable Product, as specified as part of your chosen Subscription Plan, and each subsequent renewal term (if any).

- **"Third-Party Sites"** means third-party websites linked to within the Product.

- **"Unspent credit"** is an unspent balance left after a Customer downgraded from one Paid Subscription Plan to another, or canceled their Paid Subscription. It equals the prorated amount required to cover the rest of the billing period. If a User decides to enable a paid Subscription using the same email address, they are able to use these funds to cover part of future subscription fees.

- **"Usage period"** means the monthly period of time that your Subscription Plan limits apply. It starts on the same day when your Subscription Term starts and always resets in a month's time.

- **"Users"** means your employees, representatives, consultants, contractors, or agents who are authorized to use your Coupler.io account and therefore the Product for your benefit, and possess unique Coupler.io account identifications and credentials.

- **"Railsware", "we", "us" or "our"** means the applicable contracting entity which provides Products to Customers and Use

- **"You", "your" or "Customer"** means the person or entity using Products and identified in the applicable account record, billing statement, online subscription process as the customer.

Help

statement, online subscription process as the customer.

2. GENERAL COMMERCIAL TERMS

2.1. Access

During the Subscription Term, we will provide you with access to the Product as described in this Agreement and based on your chosen Subscription Plan. We might provide some or all elements of the Product through third-party service providers. We will also request access to the third-party systems that you use in order for our Product to be able to provide integration services to you.

2.2. Availability

We try to make the Product available 24 hours a day, 7 days a week, except for planned downtime for maintenance. In addition, our Product availability depends heavily on the availability and performance of Google API and other third-party systems (Data Sources or Data Destinations) you use for integration, the type of your Google Account, and established by Google quotas and hard limitations.

2.3. Fees and Payments

2.3.1. Subscription Fees

The Subscription Fee will remain fixed during the Subscription Term unless you exceed the provided as part of your Subscription plan rows or imports limit, or any other applicable limit (see the 'Limits' section below).

Applicable to all our Subscription Plans, you may decide to upgrade to a new Subscription Plan tier in order to increase the allocated limits, or downgrade to any other paid plan at any time.
In both cases, a Customer may upgrade or downgrade the plan at any time.

- If you upgrade from one paid plan to a higher tier, we calculate the difference between them and use it to apply a prorated charge to the rest of the billing period.
- If you downgrade to another paid plan, we calculate the difference between them and use it to apply a prorated charge to the next billing period.
- If you cancel your paid plan, we calculate your Unspent credit and hold it on your account. After the paid plan was canceled, your account will be changed to view only mode. Once you decide to enable a paid plan using the same account, you will be able to use your Unspent credit to cover a part of future Subscription Fee.

The Subscription Plans pricing is set forth on our website and is available at https://www.coupler.io/pricing

If you during the Subscription Term reach one of the limits (the number of imported rows, the number of imports, or any other lir Automatic data refresh functionality will be disabled until the next Subscription Term starts. You will not be able to perform manu import usingCoupler.io as well. To continue importing data from your chosen data source, you will need to upgrade to a higher tier with an

Help

increased limit of imports and/or rows, change the Subscription Term, or do both (upgrade to another plan and change the Subscription Term).

2.3.2. Payment by credit card

If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such a third party.

2.3.3. Payment Information

You will keep your contact information, billing information, and credit card information (where applicable) up to date. Changes may be made on your Billing Page within your Coupler.io account. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

2.4. Use and Limitations of Use

2.4.4. Prohibited and Unauthorized Use

You will not (i) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (ii) use the Product in any manner that damages, disables, overburdens, or impairs our website or interferes with any other party's use of the Product; (iii) attempt to gain unauthorized access to the Product; (iv) access the Product other than through our interface; or (v) use the Product for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You may not use the Product if you are legally prohibited from receiving or using the Product under the laws of the country in which you are resident or from which you access or use the Product. The Product is not designed to comply with industry-specific regulations such as the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), or the Federal Information Security Management Act (FISMA), so you may not use the Product where your communications would be subject to such laws.

2.4.5. No Sensitive Information

YOU AGREE NOT TO USE THE PRODUCT TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE PRODUCT TO COLLECT OR MANAGE SENSITIVE INFORMATION.

2.4.6. Data Sources, Data Destinations, and other Third-Party Sites and Products

Data Sources and Data Destinations, as well as other Third-Party Sites and Products, are not under our control. Data Source Destinations, Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Product does not mean we endorse, support, or warrant the Third-Party Site or Product. In addition, we have no power over any of the

Help

Data Sources, Data Destinations or any Third-Party Sites and Products, and therefore cannot either ensure their availability or influence and rectify any case with them.

2.5. Subscription Term, Termination, Suspension

2.5.7. Term and Renewal

Your initial Subscription Term will be specified in your Subscription Plan.

To prevent the renewal of the subscription, you have to cancel your subscription before the new subscription period starts.

The Subscription Term will end on the expiration date, but the subscription can be canceled at any time. We do not provide refunds if you decide to stop using the Coupler.io subscription before your Subscription Term's expiration date.

2.5.8. Termination; Post-Termination

Customer may terminate using the Product and this Agreement upon : (i) during the Free Trial period, if any, in which case the termination shall take immediate effect; or (ii) at any time for annual or month-to-month subscriptions, in which case the termination shall take immediate effect as well.

In the event that Customer terminates the Product or this Agreement for convenience prior to the end of the applicable subscription period, Customer shall not be entitled to any refund and shall pay all unpaid fees due for the remainder of the applicable Subscription Term.

Either Party may, upon written notice to the other Party, terminate this Agreement (x) for material breach by the other Party if such Party has failed to cure such material breach within thirty (30) days of receiving written notice of such material breach from the non-breaching Party.;
(y) if such termination is required by applicable law, rule, or regulation; or (z) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors, in which case the termination shall take immediate effect.

Notwithstanding the foregoing, this Agreement shall automatically terminate in the event that Customer intentionally breaches the scope of Subscription Plan granted to the Customer. Unless earlier terminated in accordance with this section of the Agreement, upon the expiration of the Subscription Term, Customer's Subscription will cease, unless Customer and Railsware have agreed to extend the applicable Subscription Term under this Agreement. In such case, the terms and conditions of this Agreement shall remain in full force and effect throughout the duration of the extended Subscription Term.

Upon termination or expiration of this Agreement, for any reason, Railsware will stop providing the services, and the Customer shall promptly cease all access to and use of the Product, the Beta Features, and the Website.

Upon written request, each Party shall either return to the other Party (or, at such other Party's instruction, destroy and provide such Party with written confirmation of the destruction of all documents, computer files, and other materials containing any of such other Confidential Information that are in its possession or control.

Help

2.5.9. Suspension of the Service

In addition to its other rights under this Agreement, Railsware may suspend the Customer's access to the Product upon written notice to (a) comply with any law, regulation, court order, or other governmental request or order which requires immediate action; or (b) for Customer's non-payment of the applicable Fees (any amount due), or for (c) any unauthorized use of the Product by Customer or any of its authorized Users.

Railsware will not suspend usage of the Product while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If the Product is suspended for non-payment, Railsware may, in its sole discretion, charge a reactivation fee to reinstate them. You will promptly reimburse Railsware for any reasonable expenses of collection, including costs, disbursements, and reasonable outside legal fees Railsware incurs, to the extent necessitated by your refusal to pay amounts that you are not disputing in good faith. If suspended, Railsware will promptly restore the use of the Service to Customer as soon as the event giving rise to the suspension has been resolved to Railsware's satisfaction.

We may suspend, limit, or terminate the Free Trial for any reason at any time without notice. We may terminate your subscription to the Free Trial due to your inactivity.

2.5.10. Effect of Termination or Expiration

If your paid subscription is terminated or expires, we will turn your account to view only mode , however, this may not be the case if your Agreement was terminated for cause. You may request the deletion of your Coupler.io account after the expiration or termination of your subscription by sending a request to contact@coupler.io. You will continue to be subject to this Agreement for as long as you have access to a Coupler.io account.

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

3. TERMS OF SUBSCRIPTION PLANS

3.1. Subscription Plans

We offer you Products based on Paid Subscription: the Product license for which you pay us a Subscription Fee. When you sign up to the Product for the first time, you will be granted access to a Free Trial - a 14-day trial period that you can use to try some paid features and functionality before paying any fee, but with the data uploading limitations. If you cancel the subscription or the trial period is over, your account will be turned to view only mode.

3.2. Limits

The limits that apply to you will be specified on the Pricing page of our Website (https:// www.coupler.io/pricing)   The limits are subject to

Help

The limits that apply to you will be specified on the Pricing page of our Website (https:// www.coupler.io/pricing). The limits are subject to the Usage period and are always calculated on a monthly basis.

For our Paid Subscriptions, if we make modifications to the limits set forth on the Pricing page of our Website (https:// www.coupler.io/pricing) that would negatively impact you, these modifications will not apply to you until the start of your next renewal Subscription Term. On renewal, the current product usage limits as stated on the Pricing page of our Website (https:// www.coupler.io/pricing) will apply to your subscription, unless you and we otherwise agree.

In both cases, we will take reasonable measures to inform our Users and Customers about the changes in Subscription Plans' limits through a notice on our Website and/or by means of electronic mail.

You must be 18 years of age (or 20 years of age, if you are subject to the laws of Japan) or older to use the Subscription Plan.

3.3. Downgrades

You may downgrade any of your paid Subscription Plans at any time. The changes will apply to your Subscription Plan straight away. Refer to the Subscription Fees clause 2.3.1 of this Agreement to read about the downgrade terms that will apply to you.

3.4. Modifications

We may modify Subscription Plans from time to time, including by adding or deleting features, functions, and limits in an effort to improve your experience.

For our Paid Subscriptions, we will not make changes that materially reduce the functionality provided to you during the Subscription Term.

For our Free Trial, we may make changes that materially reduce the functionality provided to you during the Subscription Term.

3.5. Beta Features

From time to time, you may be able to access and try Product's Beta Features. You may choose to access such Beta Features at your sole discretion. An important part of our beta process is getting real-world testing of the Beta Features before a general release. If you choose to try out the Beta Features, the following additional terms and conditions will apply. You will not use such Beta Features unless you agree to all such additional terms and conditions.

You acknowledge that Beta Features (i) are still in development and are provided to you for evaluation purposes only and not for production use, (ii) are not considered part of the Service or Product under this Agreement, (iii) are not supported, may have bugs or errors, and are provided "AS IS" with no warranties of any kind, and (iv) may be subject to additional terms.

Unless otherwise stated, any Beta Feature trial period will expire upon the date that a version of the Beta Feature becomes generally available as part of the Service or Product, or when Railsware elects to discontinue such Beta Feature.

Beta Features may materially change prior to commercial launch, or may never be released commercially. Railsware may discontinue Beta

Help

Features at any time in its sole discretion and may never make them generally available.

RAILSWARE WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA FEATURE, AND YOUR USE OF OR RELIANCE ON ANY BETA FEATURE IS AT YOUR OWN RISK.

3.6. Customer Support

Customer Support Services are available for all Customers and Users of our Product. You may submit a customer support request by emailing us at contact@coupler.io or through an in-app client communication system. The services are provided in English and are performed remotely. We make Support Services available from 8:00am to 8:00pm CEST Monday to Friday. We collect support requests during non-operational hours as well, however, we do not guarantee any action until the next working day. While working on support requests, we classify them as High, Medium or Low priority, and schedule them for response within 0-8 business hours for High, 48 business hours for Medium, and 5 working days for Low priority support cases.

We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of Coupler.io representatives.

3.7. Subcontractors

We reserve the right to use subcontractors to perform Professional Services on Railsware's behalf, and Customer hereby consents to such use, provided that Railsware shall remain solely responsible to Customer for the provision of all applicable Professional Services.

3.8. Retrieval of Customer Data

After you terminate your account, you will still maintain access to all previously loaded data from Data Sources to Google Sheets and will be able to access, view, and manage it in Google Sheets through your Google Account respectfully.

4. GENERAL LEGAL TERMS

4.1. Customer Data

4.1.1. Limits on Railsware

We will not use, or allow anyone else to use Customer Data to contact you except as you direct or otherwise permit. We will use Customer Data only in order to provide the Product and other accompanying services to you and only as permitted by applicable law, this Agreement, and our Privacy Policy.

4.1.2. Aggregate Data

Help

We may monitor the use of the Product by all of our customers and use the information gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you.

4.1.3. Safeguards

We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data. You consent to the processing of Customer Data in the United States.

4.2. Railsware's Proprietary Rights

This is an Agreement for access to and use of the Product, and you are not granted a license to any software by this Agreement. The Product is protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Railsware Content, the Product, or other Services in whole or in part, by any means, except as expressly authorized in writing by us. Our trademarks include, but aren't limited to Mailtrap, Smart Checklist for Jira, Airtable Importer, and Coupler.io and you may not use any of these without our prior written permission.

We encourage all customers to comment on the Product or other services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Product or other services, without payment or attribution to you.

4.3. Personal Data

Processing by the Product of any Personal Data as part of Customer Data shall be subject to the applicable data protection regulation.

4.4. Confidentiality

The receiving party will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, and (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party (except our third-party service providers), and (iv) limit access to Confidential Information to its employees, contractors, advisors, and agents. Upon notice to the disclosing party, the receiving party may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

4.5. Publicity

You grant us the right to add your name and company logo to our customer list and website.

4.6. Indemnification

Help

Customer shall indemnify and hold Railsware, its licensors, and its Affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of

or in connection with the claim of a third party or data subject alleging that (i) your or any of your Authorized Users' breach or violation of this Agreement, or (ii) the Customer Data, Usage Data, and/or Railsware's use of any of the foregoing in accordance with this Agreement, has infringed the rights of, defamed, or otherwise caused harm to, a data subject or a third party, or violated applicable law; provided in any such case that Railsware (a) gives written notice of the claim promptly to you or the appropriate Customer representative; (b) gives Customer sole control of the defense and settlement of the claim (provided that any settlement releases Railsware of all liability and such settlement does not affect Railsware's business); and (c) provides to Customer, at Customer's expense, all available information and assistance reasonably requested; and (d) has not compromised or settled such claim.

4.7.   Disclaimers; Limitations of Liability

4.7.4.   Disclaimer of Warranties

OUR SUBSCRIPTION AND OTHER SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH CUSTOMARY INDUSTRY STANDARDS UTILIZING REASONABLE CARE AND SKILL. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE PRODUCT, DATA MADE AVAILABLE FROM THE PRODUCT, RAILSWARE CONTENT, OR OTHER SERVICES FOR A PARTICULAR PURPOSE NOR ON A SPECIFIC RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, OR ACCURACY OF THE PRODUCT, DATA MADE AVAILABLE FROM THE PRODUCT, RAILSWARE CONTENT, OR OTHER SERVICES, EXCEPT IF AGREED SEPARATELY.

ANY LIABILITY FOR DEFECTS EXISTING UPON CONCLUSION OF THESE TERMS ACCORDING TO SECTION 536a GERMAN CIVIL CODE SHALL BE EXCLUDED.

APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES.

OUR FREE SERVICES, INCLUDING APIs, TRIAL PERIOD, ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE PRODUCT AND OTHER SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

4.7.5.   No Indirect Damages

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES; PROVIDED THAT, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES.

4.7.6.   Limitation of Liability

EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER 'INDEMNIFICATION' SECTION, YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, AND OUR

Help

LIABILITY FOR FULL LIABILITY CLAIMS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF ONE HUNDRED AND FIFTY U.S. DOLLARS OR THE

TOTAL AMOUNTS YOU HAVE ACTUALLY PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED

HOWEVER, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.

4.7.7. Third-Party Products

WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

4.7.8. Agreement to Liability Limit

YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE PRODUCT TO YOU.

4.8. Miscellaneous

4.8.9. Amendment; No Waiver

We may update and change any part or all of these Customer Terms of Use, including the fees and charges associated with the use of the Product (but, your fees and charges won't change during the Subscription Term except as we explain in the 'Fees and Payments' section above.) If we update or change these Customer Terms of Use, the updated Customer Terms of Use will be posted at www.coupler.io and we may let you know via email or through an in-app notification. The updated Customer Terms of Use will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Use, the "Last Modified" date above will be updated to reflect the date of the most recent version. If you would like to receive an email notification when we update the Customer Terms of Use, please email us with your contact email address at contact@coupler.io

If you do not agree with a modification to the Customer Terms of Use, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current Subscription Term. Upon renewal, the Customer Terms of Use published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

4.8.10. Force Majeure

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical

Help

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage, act of God, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or another event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

4.8.11. Actions Permitted

Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

4.8.12. Relationship of the Parties

You and We agree that no joint venture, partnership, employment, or agency relationship exists between us.

4.8.13. Compliance with Laws

We will comply with all U.S. state and federal laws (where applicable) in our provision of the Product, other Services, and our processing of data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Product and other Services, including any applicable export laws. You must comply with all applicable laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Product or other Services to prohibited countries or individuals or permit the use of the Product or other Services by prohibited countries or individuals. Railsware does not provide any Services and access to the Product to Customers located in Russia and Belarus. You must terminate the use of Services and/or the Product if you are located in Russia or Belarus.

4.8.14. Severability

If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

4.8.15. Notices

Notice will be sent to the contact address set forth herein, and will be deemed delivered as of the date of actual receipt.

To us via this email contact@coupler.io. Alternatively, you may use the following address: Railsware Products Studio, LLC. 118 Coalpit Hill Road, Danbury, CT 06810, USA
To you: we may give electronic notices by general notice via the Product and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Product. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information up-to-dated.

4.8.16. Entire Agreement

Help

This Agreement, along with our Product Privacy Policy, is the entire agreement between us for the Product and other Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or

different terms proposed by you, including those contained in your purchase order, acceptance, or website. Our obligations are not contingent on the delivery of any future functionality or features of the Product or dependent on any oral or written public comments made by Us regarding future functionality or features of the Product. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

4.8.17. Assignment

You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control, or operation of law, without our prior written consent, which will not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control, or operation of law.

4.8.18.   No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

4.8.19.   Contract for Services

This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

4.8.20.   Authority

Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

5.   JURISDICTION SPECIFIC TERMS

5.1.   Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (USA), without regard for choice of law provisions thereof.

5.2.   EU/EEA and Switzerland Data Processing

Help

For customers that are located in the European Union or the European Economic Area, Railsware states that it provides adequate safeguards with respect to the personal data processed by us under this Agreement and pursuant to the provisions of our Privacy Policy apply. You acknowledge in all cases that Railsware acts as the data processor and you are the data controller if you are subject to the applicable data protection regulations in the European Union and European Economic Area.

5.3. Defects

If the Product is determined to have a defect, you will notify us in writing. We will remedy material defects in a reasonable period of time. If we cannot, then we will refund you the pro-rata amount of fees actually paid applicable to the unremedied material defect.

5.4. Provisions Applicable To Clients Who Are Consumers

For the purposes of this Agreement, a natural person who carries out with Railsware a juridical act which is not directly related to his or her economic or professional activity shall be deemed a consumer ("Consumer"). The client, being a Consumer, at the latest at the beginning of placing an order for Service will receive clear and legible information on the main characteristics of the Service (e.g. the description, quantity, and quality, and possess the functionality, and compatibility, information on interoperability). After placing an order, Railsware will provide the Consumer with a confirmation of the conclusion of the agreement on the performance of Service on a durable carrier (including in the form of an e-mail message), to which the Consumer agrees.

Railsware hereby declares that the Service fits for the purpose for which the Consumer required it and possesses functionality, compatibility, accessibility, continuity, and security normal for the service of this type available on the market, of which the consumer was made aware. The Consumer, upon the conclusion of the Agreement shall be supplied with all accessories,

and instructions, including on installation, by Railsware and customer assistance as described in this section. Moreover, Railsware declares to provide the Consumer with all the necessary updates to the Service necessary to keep the Service in conformity throughout the term of the Agreement.

Service shall be supplied in the most recent version available at the time of the acceptance of this Terms of Service. The Consumer bears ordinary costs for providing telecommunication services necessary for the provision of Service to the Consumer.

Railsware provides Service according to the prices available at: https:// www.coupler.io/pricing. The Consumer will be provided the amount of a total fee for the Service selected by the Consumer exclusive of taxes, upon selection of a plan chosen by the Consumer, at the beginning of placing an order for Service. The Consumer shall be responsible for all applicable taxes in accordance with the terms stated in section "Billing / Payment Terms". Payment for the Service is made as described in section "Billing / Payment Terms".

The Consumer's right to withdraw from the Terms of Service shall expire upon commencement of the provision of Service on the basis of Article 16 of the Directive 2011/83/EU of 25 October 2011. By accepting this Agreement, the Consumer declares that he/she is aware and unambiguously accepts that the Consumer does not have the right to withdraw from the contract for the provision of Service due to its nature, in particular, due to the fact, that gaining access to the Service, means the full performance of the Service by Railsware.

The provision of the Service may involve risks inherent in the activity on the Internet. The Consumer is aware of the risks of the Inte particular the possibility that passwords may be intercepted by third parties or that the Consumer's devices may be infected with vir

Help

as well as the losses that may arise from such events. The Consumer is obliged to keep passwords and login data to the account secret. Upon request of the Consumer, Railsware shall send the Consumer current information about particular risks connected with using services provided electronically via email.

The Consumer is obligated to use the Service in accordance with the law and good practice, to respect the personal rights, copyrights, and intellectual property rights of Railsware and third parties. Railsware does not provide after-sales services or warranties

5.4.1.   Consumers' complaints

The Consumer may lodge the complaint regarding the provision of Service, with Railsware, via contact details for notices or other correspondence stated below. It is recommended that the Consumer provides in the description of the complaint: (1) information and circumstances concerning the subject of the complaint, in particular, the type and date of occurrence of the irregularity; (2) the demand of the Consumer; and (3) contact details of the Consumer – this will facilitate and accelerate the processing of the complaint by Railsware. The requirements

specified in the preceding sentence has the form of recommendation only and do not influence the effectiveness of complaints lodged with the omission of the recommended description of the complaint by the Consumer.

Complaints that do not require additional information shall be considered within 14 business days of their receipt. Railsware shall inform the Consumer of the manner of their consideration through the means of communication used to initiate the use of the Service. In the event of the necessity to supplement the complaint, Railsware shall immediately, in any case not later than within 14 business days from the date of its lodging, notify the Consumer. In such a case the time limit referred shall be counted from the date of submitting the supplemented complaint. Detailed information about the possibility for the Consumer to use out-of-court complaint and redress procedures and the rules of access to these procedures are available at the offices and websites of consumer ombudsman, consumer rights protection organizations, and consumer protection offices competent for the seat of the Consumer.

All notices or other correspondence with Railsware under this Agreement must be sent to the following email address: contact@coupler.io

Or the following physical address: Railsware Products Studio, LLC. 118 Coalpit Hill Road, Danbury, CT 06810, USA

COUPLER.IO   INTEGRATIONS   RAILSWARE EXPERIENCE   CONTACTS   Help

Features

Pricing

Affiliate Program

Blog

Terms of Use

Privacy Policy

Google Sheets integrations

Microsoft Excel integrations

Google BigQuery integrations

Railsware Blog

Mailtrap

Smart Checklist for Jira

Careers - Railsware Hiring

contact@coupler.io

© Railsware Products Studio, Inc.

What is Coupler.io? – Coupler.io is an integration tool that synchronizes data between various services on a schedule.

Help