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# Terms of Service

As a user of JumpCo Integrator, you agree to the following terms and conditions and any policies or amendments that may be presented to you from time to time (collectively, the "Terms").

## 1. USE OF JUMPCO INTEGRATOR SERVICES

JumpCo Integrator, Inc. ("JumpCo Integrator") provides cloud application services to you that may from time to time be offered ("JumpCo Integrator Services"), provided that you are of legal age and standing to form a binding contract and are not a person barred from receiving services under the laws of an applicable jurisdiction.

In order to access JumpCo Integrator Services, you may be required to provide current and accurate identification, including a valid email address, and other information as part of the registration process and/or use of JumpCo Integrator Services.

You are responsible for maintaining the confidentiality and security of your account and password, and are responsible for all activities that occur under your account. JumpCo Integrator cannot and will not be liable for your failure to comply with this security obligation.

## 2. APPROPRIATE CONDUCT

You agree that you are responsible for the conduct of the messaging, task processing, data caching, and other service activity that you manage, run, and/or operate through or via the use of JumpCo Integrator Services and that such conduct shall be only for purposes that are legal, proper and in accordance with the provisions of these Terms and the JumpCo Integrator Applicable Use Policy, which is included herein by reference. You agree to immediately discontinue any use of JumpCo Integrator Services that violates the Applicable Use Policy. JumpCo Integrator reserves the right (but shall have no obligation) to take actions necessary to discontinue, disable, or otherwise take-down any use of JumpCo Integrator Services that do not adhere to the Applicable Use Policy.

You agree to take appropriate measures to protect access to any sensitive data transmitted to or processed within JumpCo Integrator Services by taking appropriate measure that include making use of SSL endpoints, authenticating outbound traffic from JumpCo Integrator Services to your systems, whitelisting of IP address ranges (where available), ensuring messages and data payloads are encrypted in transit and at rest, and limiting data retention within the JumpCo Integrator Services. You further acknowledge that you are solely responsible for maintaining and backing up any data, code, or applications that JumpCo Integrator Services may access or interact with.

You agree that you will not engage in any activity that interferes with or disrupts JumpCo Integrator Services or servers or networks connected to JumpCo Integrator Services and that you will access JumpCo Integrator Services only through the interfaces and commands generally made available by JumpCo Integrator, unless otherwise provided for under a separate agreement.

Users outside of the United States agree to comply with their own local rules regarding online conduct, including laws regulating the export of data to and from the United States or

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your country of residence.

### 3. BILLING POLICIES

- i. A valid credit card is required for paying accounts (and may be required for additional trial resources).
  - ii. Billing for JumpCo Integrator services will be on a monthly basis unless otherwise noted on the Pricing page for JumpCo Integrator Services or as described in a separate Order Form (as in the case of Professional Plans or above). All payments are non-refundable.
  - iii. Monthly-based subscriptions for Starter/Developer plans and certain Production plans will be billed at the end of the month.
    - Any upgrade in plan level will be charged at the new rate in the month in which the change is made. (Pro-rata discounts shall be applied on an approximate basis if a plan is selected after the first week of the month for that month.)
    - Any downgrade in plan level will be charged at the new rate for the month following the date of the plan change.
    - Resource usage that extends beyond the plan amount will be billed at "pay as you go rates" on a usage-based basis. Additional resource rates are listed on the Pricing page for each service. Note that you can limit JumpCo Integrator Services usage to a plan amount on a service-by-service basis via settings in the Plans section of your account page.
    - Resource usage above plan amounts will be factored into the most current plan at the time of billing. (By way of explanation, any resource amounts over plan under a lower plan will be wrapped into the resource amounts for an upgraded plan if selected by the end of the month.)
    - Downgrading a subscription plan may cause the loss of features or diminished capacity of your account. JumpCo Integrator does not accept any liability for such loss.
  - iv. Production and Enterprise Plans may be billed on a monthly quarterly or annual basis as agreed to by the parties and indicated in a separate Order Form. In the event such plans remain on a monthly basis, JumpCo Integrator reserves the right to bill at the beginning of the month charged for such services.
  - v. Usage-based plans, if offered, will be billed by resource usage as applicable for each Service. Charges are solely based on JumpCo Integrator's measurements of your usage, unless otherwise agreed to in writing.
  - vi. All fees are exclusive of all taxes (including, without limitation, sales and use taxes), levies or duties imposed by any national, federal, state or local taxing authorities other than United States (federal or state) net income taxes (collectively, "Taxes"). You shall be responsible for payment of all such Taxes, if any, and shall either by being billed for such Taxes at the time of monthly billing, or reimbursing JumpCo Integrator for the full amount of Taxes required to be paid by JumpCo Integrator within 30 days after receipt of an invoice therefore.
  - vii. Any outstanding balance becomes immediately due and payable upon termination of the Terms for any reason. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). JumpCo Integrator reserves the right to
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suspend the provision of JumpCo Integrator Services to you for any late payments. You are responsible for paying all reasonable expenses and attorney's fees that JumpCo incurs collecting late amounts. To the fullest extent permitted by law, (1) you waive all claims relating to charges unless claimed within 60 days after the charge has been attempted (this does not affect your credit card issuer rights) and (2) refunds (if any) are at the discretion of JumpCo Integrator and shall be in the form of credit for JumpCo Integrator Services.

- viii. JumpCo Integrator may change its fees and payment policies for JumpCo Integrator Services at any time. In the event such changes might have a monetary effect on paying customers, JumpCo Integrator will notify affected customers at least thirty (30) days prior to the beginning of the billing cycle in which such change will take effect. Changes to the fees or payment policies will be posted on the website for JumpCo Integrator Services.

## **4. PROPRIETARY RIGHTS**

### **Your Rights**

JumpCo Integrator claims no ownership or control over any messages, content, code, or data (collectively "Service Data") sent, received, submitted, run, accessed, or otherwise processed by you via JumpCo Integrator Services. You or a third party licensor, as appropriate, retain all intellectual property rights including patent, trademark and copyright to such Service Data. By using JumpCo Integrator Services, you give JumpCo Integrator a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, publicly perform, and distribute the Service Data for the sole purpose and only to the extent necessary to enable JumpCo Integrator to provide you with JumpCo Integrator Services.

You agree that JumpCo Integrator may make reasonable use of your name and logos in marketing materials and webpages for the purpose of advertising or publicizing your use of JumpCo Integrator Services. Such use shall be in accordance with any trademark guidelines you may have in place.

### **JumpCo Integrator's Rights**

JumpCo Integrator grants you a personal, worldwide, non-transferable, and non-exclusive right and license to use JumpCo Integrator Services subject to these Terms; provided that you or any third party enabled by you do not copy, modify, create a derivative work of, reverse engineer, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right to JumpCo Integrator Services or JumpCo Integrator intellectual property.

You acknowledge and agree that JumpCo Integrator Services and any necessary software used in connection with JumpCo Integrator Services may contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. JumpCo Integrator retains all rights not expressly granted to Customer in this Agreement including all right, title, and interest in and to the JumpCo Integrator Services and in all related copyrights, trade secrets, patents, trademarks, and any other intellectual property and proprietary rights.

## **5. NO RESALE OR UNAUTHORIZED USE**

You agree not to resell any JumpCo Integrator Service to any third party or make JumpCo Integrator Service available to any third party unless specifically authorized in a separate

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written agreement.

## **6. TERMINATION**

You may discontinue your use of JumpCo Integrator Services at any time. If you cancel JumpCo Integrator Services under a monthly plan before the end of the current month, your cancellation will take effect immediately and you will not be charged for any period after the month in which JumpCo Integrator Services have been cancelled. JumpCo Integrator reserves the right to apply a discount, at its sole discretion, for termination of JumpCo Integrator Services at the beginning of the month for that month. Usage-based plans will be billed for as long as services charges are being incurred.

You agree that JumpCo Integrator may at any time and for any reason terminate your access to JumpCo Integrator Services, terminate the Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to JumpCo Integrator Services, your account, any project links or any Service Data.

Sections 4 (Proprietary Rights), Sections 6 (Termination), 7 (Indemnity), 8 (Disclaimer of Warranties), 9 (Limitations of Liability), 10 (Exclusions and Limitations) and 13 (General Information), of the Terms, shall survive expiration or termination.

## **7. INDEMNITY**

You agree to hold harmless and indemnify JumpCo Integrator, and its subsidiaries, affiliates, officers, directors, agents, employees, licensors, suppliers, or partners from and against any third party claims, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature (collectively, "Claims"), arising from or in any way related to (a) your breach of the Terms, (b) your use of JumpCo Integrator Services in a manner not permitted under these Terms, (c) your violation of applicable laws, rules or regulations in connection with JumpCo Integrator Services, or (d) your messages, code, or processed tasks, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, JumpCo Integrator will provide you with written notice of such Claim. You agree to hold harmless and indemnify JumpCo Integrator, and its subsidiaries, affiliates, officers, directors, agents, employees, licensors, suppliers, or partners from and against all claims, causes of action, liabilities, damages, costs and expenses, including, without limitation, any damage, liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature (collectively, "Claims"), arising from or in any way related to (a) your breach of these Terms including, without limitation, the Acceptable Use Policy, (b) your use of JumpCo Integrator Services in a manner not permitted under these Terms, (c) your violation of applicable laws, rules or regulations in connection with JumpCo Integrator Services, or (d) content or actions of the Service Data, messages, codes, or processed tasks. In the event of any Claim, JumpCo Integrator will provide you with written notice of such Claim.

## **8. DISCLAIMER OF WARRANTIES**

Except as expressly set forth in this Agreement, JumpCo Integrator, and its subsidiaries and affiliates and its licensors, makes no express or implied warranties of any kind with respect to JumpCo Integrator Services including, without limitation, warranties of title, non-

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infringement, merchantability or fitness for a particular purpose. The JumpCo Integrator website and JumpCo Integrator Services are provided on an "AS IS" and "AS AVAILABLE" basis. The entire risk as to the quality and performance of the user of JumpCo Integrator Services is with you. JumpCo Integrator does not warrant that JumpCo Integrator Services will meet your expectations or requirements or that the service will be uninterrupted, timely, or error-free including any errors or omissions in the provision of JumpCo Integrator Services.

## **9. LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL JumpCo (Pty) Ltd or JUMPCO INTEGRATOR BE LIABLE TO YOU FOR ANY LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. YOU FURTHER WAIVE ANY CLAIM CONCERNING PERFORMANCE OR NONPERFORMANCE BY JUMPCO INTEGRATOR PURSUANT TO OR IN ANY OTHER WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, OR FOR DAMAGES FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND INFRINGEMENT. IN THE EVENT A COURT DISALLOWS THE EXTENT OF SUCH WAIVER, YOUR SOLE REMEDY SHALL BE THE ACTUAL DAMAGES UP TO THE AMOUNT ACTUALLY PAID BY YOU TO JUMPCO INTEGRATOR FOR THE JUMPCO INTEGRATOR SERVICE OR ITEM DURING THE THREE (3) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM AROSE FOR THE JUMPCO INTEGRATOR SERVICE.

## **10. EXCLUSIONS AND LIMITATIONS**

The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this terms and conditions. In the event a jurisdiction does not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability, only the above limitations which are lawful in your jurisdiction will apply to you and JumpCo Integrator's liability will be limited to the maximum extent permitted by law.

## **11. UPDATES AND NOTICES**

We may update these Terms in the future and we may choose to provide you with notices, including changes to the Terms, by email, regular mail, or postings regarding JumpCo Integrator Services. You will be able to find the most current version of this agreement at the Term section of the JumpCo Integrator website. By providing JumpCo Integrator with your email address, you consent to JumpCo Integrator using this email address to send you any notices required by law in lieu of communication by postal mail.

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## 12. GENERAL INFORMATION

**Applicable Law.** These Terms represent the complete agreement concerning subject matter hereof. The Terms and the relationship between you and JumpCo Integrator shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and JumpCo Integrator agree to submit to the personal and exclusive jurisdiction of the courts located within the county of San Francisco, California.

**No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to the Terms.

**Waiver and Severability of Terms.** The failure of JumpCo Integrator to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of this contract is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

**Force Majeure.** JumpCo Integrator shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

**Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of JumpCo Integrator Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**Disclosure of Information.** JumpCo Integrator may provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. JumpCo Integrator shall not be liable for any use or disclosure of such information by such third parties.

## 13. HOW TO CONTACT US

Questions regarding these Terms of Service and/or the pricing and billing practices of JumpCo Integrator should be directed to [info@jumpcointegrator.com](mailto:info@jumpcointegrator.com) , or by mail at:

JumpCo, Inc.  
102 MISA Park  
15 Catherine Ave  
Northcliff x9  
Johannesburg  
2030

The Terms were last amended on March 31, 2013

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