Terms and Conditions

Introduction

Welcome to Integr8hub OÜ's Affiliate Tracking Platform (the "Platform"). These Terms and Conditions ("Terms") together with any Order Forms, constitute the agreement ("Agreement") between Integr8 OÜ with a registered address at Järvevana tee 9, 11314, Tallinn, Estonia ("Integr8"), and the customer identified in the Order Form ("Customer"). By accessing or using the Platform, you agree to be bound by these Terms.

1. Parties

In these Terms, "Integr8," "we," and "us" refer to Integr8 OÜ. "Customer" and "you" refer to the subscriber to the Platform Services as defined in the Order Form. Any individual using the Platform Services on behalf of a company represents and warrants that they are authorized to bind the company to these Terms.

2. Definitions

- "Authorized User": An individual authorized to use the Platform on behalf of the Customer.
- "Platform Services": Services provided through our cloud-based affiliate tracking platform.
- "Customer Data": Data input into the Platform by the Customer or its users.
- "Order Form": The document specifying the services and fees agreed upon by the Customer.

3. Platform Services

a. Authorization

Subject to compliance with these Terms, Integr8 will provide Authorized Users with access to the Platform Services for internal business purposes.

b. Maintenance and Support

Maintenance and technical support will be provided as outlined in the Order Form or service description.

c. Restrictions

You may not:

Copy, modify, or reverse-engineer the Platform.

- Use the Platform for unlawful purposes.
- Provide access to unauthorized third parties.

d. Third-Party Integrations

Customer is responsible for any third-party services integrated with the Platform. Integr8 is not liable for any issues arising from these third-party services.

4. Customer Obligations

You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account. You must ensure that your use of the Platform complies with all applicable laws and regulations.

5. Data and Ownership

- **Customer Data**: You retain ownership of all Customer Data. Integr8 will only use this data to provide services as outlined in our Data Privacy Policy.
- Personal Data: Processing of personal data is governed by applicable data protection laws and our Data Processing Addendum.
- **Prohibited Data**: You must not include any prohibited personal data as specified in the Data Processing Addendum.

6. Fees and Payment

a. Fees

All fees for using the Platform are specified in the Order Form and are non-refundable unless otherwise stated.

b. Payment Terms

Invoices are issued monthly in arrears. Payments are due within 30 days of the invoice date. Late payments may incur interest charges.

c. Taxes

You are responsible for all applicable taxes related to your use of the Platform.

7. Confidentiality

Both parties agree to protect each other's confidential information and use it only as necessary to perform their obligations under these Terms.

8. Limitation of Liability

Integr8 is not liable for any indirect, incidental, or consequential damages arising from your use of the Platform. Our total liability is limited to the fees paid by you for the services in the 12 months preceding the claim.

9. Indemnification

You agree to indemnify and hold Integr8 harmless from any claims, damages, or expenses arising from your use of the Platform or your violation of these Terms.

10. Termination

We may terminate your access to the Platform if you breach these Terms. Upon termination, you must cease all use of the Platform.

11. Governing Law

These Terms are governed by the laws of Estonia. Any disputes will be resolved in the courts of Estonia.

12. Changes to Terms

We may update these Terms from time to time. We will notify you of any changes by posting the new Terms on our website. Your continued use of the Platform constitutes acceptance of the revised Terms.

13. Publicity

Integr8 may identify Customer as a user of the Platform Services in marketing materials.

14. Miscellaneous

- Assignment: You may not assign these Terms without our prior written consent.
- **Force Majeure**: Neither party is liable for failure to perform due to causes beyond their reasonable control.
- **Notices**: Notices must be in writing and delivered to the addresses specified in the Order Form.

15. Contact Us

If you have any questions about these Terms, please contact us at:

- **Email**: support@Integr8.com
- Address: Integr8 OÜ, Järvevana tee 9, 11314, Tallinn, Estonia