



# NetSuite Cloud Services: Supplemental Terms and Conditions<sup>1</sup>

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Effective Date: 15-January-2024

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<sup>1</sup> This document was renamed in December 2024 and was previously called “*NetSuite Cloud Services In-Application Supplemental Terms and Disclaimers*”.

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## GENERAL NOTE ON SUPPLEMENTAL TERMS AND CONDITIONS

Customer may have access to enable and/or use additional features within the NetSuite Cloud Service and may be presented additional terms to accept, within the application, before doing so. This document contains all the supplemental terms that may be presented to customers to accept. In event of conflict or inconsistency between the terms and disclaimers included in this document and what is presented within the NetSuite application, the terms in this document shall take precedence.

Customers may also be entitled to additional features which are also subject to additional terms and conditions as identified in (1) the "Description" on Customer's Estimate/Order Form and/or (2) the Service Descriptions posted at this URL: <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/>, as part of Customers purchase of the Cloud Services. This document contains all the supplemental terms applicable to Customer's use of those additional features.

The terms and conditions are applicable to Customer if Customer is using the features included herein and are in addition to the terms and conditions governing Customer's use of the NetSuite Cloud Services (e.g., the Subscription Services Agreement).

Oracle may update these terms at any time at its sole discretion, and where possible, will provide an in-application notice in the NetSuite Cloud Service, and Customer's continued use of the feature(s) will be deemed Customers acceptance of these updated terms. If Customer does not agree to, or accept, the updated terms, Customer should discontinue any use of the applicable feature.

## CURRENCY RATE FEATURES

### Additional Terms and Conditions for Currency Rate Feature and Automatic exchange rate updates (“FX Terms”)

#### Definitions applicable to the Feature (as defined herein):

“**Third Party Provider(s)**” means Xignite and/or other third parties which provide rates used in the Feature (as defined herein).

“**Third Party Rates**” means foreign exchange rates provided by Xignite and/or other third parties. Third Party Rates are provided by Third Party Providers.

These FX Terms are applicable if Customer is using the Currency Rate Feature or Automatic exchange rate updates (the “**Feature**”). Customer may be asked to accept these terms within the NetSuite Cloud Service application in order to utilize the Feature.

The Feature enables Customer to use and calculate foreign exchange rates, from various Third Party Providers, and triangulated rates, provided by Oracle. Customer may also manually input or override any foreign exchange rate using the standard multi-currency feature. The Feature is not required to use the Cloud Services and Customer is solely responsible for (a) determining whether the Feature meets Customer’s business, financial and accounting needs and (b) confirming the accuracy of the rates and results provided. Oracle makes no guarantee with respect to accessibility to or accuracy of any Third Party Rates provided by a Third Party Provider. Third Party Rates are considered “Third Party Applications” as defined in Customer’s the Subscription Services Agreement.

The Third Party Providers own and retain all rights, title, interest, and intellectual property rights to the Third Party Rates provided for use in the Feature. Use of the Feature is subject to the terms of Customer’s Subscription Services Agreement with Oracle. Display, performance, reproduction, distribution of, or creation of derivative works or improvements of the Third Party Rates in any form or manner is expressly prohibited, except to the extent expressly permitted hereunder. Customer may use the Third Party Rates only for internal business purposes only. Customer may copy, paste and distribute internally only an insubstantial amount of the data contained in the Third Party Rates provided that: (a) the distribution is incidental to or supports Customer’s internal purpose, (b) the data is not distributed in connection with information vending or commercial publishing (in any manner or format whatsoever), nor reproduced through the press or mass media or on the Internet, and (c) where practicable, clearly identifies the Third Party Provider as the source of the data. Data will be considered an “insubstantial amount” if such amount (a) has no monetary value; or (b) could not be used by the recipient as a substitute for any product or service (including any download service) provided by the Third Party Provider. Upon termination or expiration of Customer’s right to use the Cloud Service, all rights granted hereunder shall immediately terminate and Customer shall cease to use the Third Party Rates and delete or destroy all copies thereof in Customer’s possession or control.

## ORACLE NETSUITE BANK FEEDS SUITEAPP

### Envestnet / Yodlee – Additional Terms and Conditions

The following terms and conditions are applicable if Customer is using the NetSuite Bank Feeds SuiteApp via Envestnet/Yodlee. Customer may be asked to accept these terms in the NetSuite application in order to utilize this feature.

The NetSuite Bank Feeds SuiteApp (the “SuiteApp”) is subject to the Oracle Subscription Services Agreement (“Main Terms”). Without limiting any use restrictions in the Main Terms, Customer may not modify, copy, re-bundle or distribute the SuiteApp.

The SuiteApp allows Customer to access their banking information. Oracle's ability to provide this feature is dependent on the access provided by third party service providers and the banks or other financial institutions ("Data Sources"). Oracle makes no guarantee with respect to accessibility to or accuracy of any banking information provided by a third party.

To enable and configure the SuiteApp, Customer must provide Customer's financial account details to a third party engaged by Oracle NetSuite, Envestnet/Yodlee, to retrieve Customer's transaction data from Customer's financial institution or institutions. When Customer requests data from a source connected to the SuiteApp, Yodlee collects that data and provides it to Oracle. Yodlee acts on Oracle's behalf in this process, which means we may share Customer's data with Yodlee as one of our service providers.

Yodlee and Data Sources require the following conditions to access their services:

- Customer provide log -in credentials ("Credentials") to Data Sources for Customer's accounts at Customer's own risk.
- By using the SuiteApp, Customer agrees that the Data Sources that maintain Customer's accounts and any third parties that interact with Customer's Credentials or account data in connection with the SuiteApp are not liable for any loss, theft, compromise, or misuse whatsoever in connection with the SuiteApp (including negligence), except to the extent such liability cannot be limited under applicable law.
- Data Sources make no warranties of any kind related to the data provided by the SuiteApp--whether express, implied, statutory, or otherwise. Except for PDFs of official account documents Oracle retrieves on Customer's behalf and provide to Customer without alteration, no data provided by the SuiteApp is an official record of any of Customer's accounts.

DATA SOURCES AND RELATED PARTIES WILL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER RELATING TO ACCESSING OR USING DATA PROVIDED BY THIRD PARTY SERVICES. NO DATA SOURCE OR RELATED PARTY WILL BE LIABLE TO CUSTOMER FOR ANY EXPENSES, LOSSES, OR DAMAGES RELATING TO ANY PARTICIPANT'S ACCESS OR USE OF DATA, FOR ANY LOST PROFITS OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, OR OTHERWISE IN EXCESS OF \$100. THE LIMITATIONS IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE FORM OF ACTION UNDER WHICH RECOVERY FOR ANY LOSS, DAMAGE, OR EXPENSE IS SOUGHT (INCLUDING NEGLIGENCE).

These Additional Terms and Conditions for User of the SuiteApp are subject to change at the discretion of the third party, Envestnet/Yodlee. Oracle will provide an in-application notice in the NetSuite Cloud Service, but Customer's continued use of the SuiteApp will be deemed as Customer's acceptance of the updated terms. If Customer does not accept the revised terms, Customer should discontinue any use of the SuiteApp.

BY PROCEEDING AND SELECTING "ACCEPT" BUTTON OR BOX (OR THE EQUIVALENT) CUSTOMER INDICATES ACCEPTANCE AND UNDERSTANDING THAT CUSTOMER IS ENABLING AND USING A THIRD PARTY SERVICE PROVIDED BY YODLEE, AND CUSTOMER ACKNOWLEDGES AND ACCEPTS YODLEE FASTLINK [TERMS OF USE](#). CUSTOMER SHOULD CAREFULLY READ THESE TERMS BEFORE SELECTING THE "ACCEPT" BUTTON OR BOX (OR THE EQUIVALENT) AND IF CUSTOMER IS NOT WILLING TO BE BOUND BY THESE TERMS, OR THE INDIVIDUAL ACCPETING IS NOT AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF CUSTOMER'S COMPANY OR ORGANIZATION, DO NOT SELECT THE "ACCEPT" BUTTON OR BOX (OR THE EQUIVALENT).

### **SaltEdge – Additional Terms and Conditions for Customers Located in Europe**

The Bank Feeds SuiteApp will use your NetSuite email address login to create an account with Salt Edge Limited. Salt Edge Limited is a Third Party Application provider that helps you establish a connection with your financial

institutions. To proceed, click the “Register” button. An email notification will be sent to the email address to confirm your registration and access to your Salt Edge Dashboard account.

BY PROCEEDING AND SELECTING THE “REGISTER” BUTTON OR BOX (OR THE EQUIVALENT), CUSTOMER INDICATES ACCEPTANCE AND UNDERSTANDING THAT CUSTOMER IS ENABLING AND USING A THIRD PARTY APPLICATION PROVIDED BY SALTEDGE LIMITED, AND CUSTOMER ACKNOWLEDGES AND ACCEPTS SALT EDGE LIMITED’S TERMS OF SERVICE ([https://www.saltedge.com/dashboard/terms\\_of\\_service](https://www.saltedge.com/dashboard/terms_of_service)) AND PRIVACY POLICY ([https://www.saltedge.com/dashboard/privacy\\_policy](https://www.saltedge.com/dashboard/privacy_policy)) (THE “TERMS”). CUSTOMER SHOULD CAREFULLY READ THESE TERMS BEFORE SELECTING THE “REGISTER” BUTTON OR BOX (OR THE EQUIVALENT) AND IF CUSTOMER IS NOT WILLING TO BE BOUND BY THESE TERMS, OR THE INDIVIDUAL ACCEPTING IS NOT AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF CUSTOMER’S COMPANY OR ORGANIZATION, DO NOT SELECT THE “REGISTER” BUTTON OR BOX (OR THE EQUIVALENT).

### **Bank Feeds SuiteApp (SISS) – Additional Terms and Conditions for Customers located in Australia**

The SuiteApp allows Customer to access their banking information. Oracle’s ability to provide this feature is dependent on the access provided by third party service providers and the banks or other financial institutions (“Data Sources”). Oracle makes no guarantee with respect to accessibility to or accuracy of any banking information provided by a third party.

Customer’s use of the third party services is governed the [Terms and Conditions](#) of the third party service provider, SISS Data Services (“SISS”) and your agreement with the applicable Data Sources.

These Additional Terms and Conditions for User of the SuiteApp are subject to change at the discretion of the third party, SISS. Oracle will provide an in-application notice in the NetSuite Cloud Service, but Customer’s continued use of the SuiteApp will be deemed as Customer’s acceptance of the updated terms. If Customer does not accept the revised terms, Customer should discontinue any use of the SuiteApp.

## **NETSUITE BANK CONNECTIVITY FEATURE (FOR NETSUITE QUICKSTART EDITION (FORMERLY: NEW STARTER EDITION) CUSTOMERS ONLY)**

### **Envestnet / Yodlee – Additional Terms and Conditions**

The following terms and conditions are applicable if Customer is using the NetSuite Bank Connectivity Feature via Envestnet/Yodlee. Customer may be asked to accept these terms in the NetSuite application in order to utilize this feature.

The NetSuite Bank Connectivity Feature (the “Feature”) is subject to the Oracle Subscription Services Agreement (“Main Terms”). Without limiting any use restrictions in the Main Terms, Customer may not modify, copy, re-bundle or distribute the Feature.

The Feature allows you to access Customer’s banking information. Oracle’s ability to provide the Feature is dependent on the access provided by third party service providers and the banks or other financial institutions (“Data Sources”). Oracle makes no guarantee with respect to accessibility to or accuracy of any banking information provided by a third party.

To enable and /or configure the Bank Connectivity Feature, Customer must provide Customer’s financial account details to a third-party engaged by Oracle NetSuite, Envestnet/Yodlee, to retrieve Customer’s transaction data from Customer’s financial institution(s). When Customer requests data from a source connected to the Feature, Yodlee

collects that data and provides it to Oracle. Yodlee acts on Oracle's behalf in this process, which means we may share Customer's data with Yodlee as one of our service providers.

Yodlee and Data Sources require the following conditions to access their services:

- Customer provide log-in credentials ("Credentials") to Data Sources for Customer's accounts at your own risk.
- By using the Feature, Customer agrees that the Data Sources that maintain Customer's accounts and any third parties that interact with Customer's Credentials or account data in connection with the Feature are not liable for any loss, theft, compromise, or misuse whatsoever in connection with the Feature (including negligence), except to the extent such liability cannot be limited under applicable law.
- Data Sources make no warranties of any kind related to the data provided by the Feature--whether express, implied, statutory, or otherwise. Except for PDFs of official account documents Oracle retrieves on Customer's behalf and provide to Customer without alteration, no data provided by the Feature is an official record of any of Customer's accounts.

DATA SOURCES AND RELATED PARTIES WILL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER RELATING TO ACCESSING OR USING DATA PROVIDED BY THIRD PARTY SERVICES. NO DATA SOURCE OR RELATED PARTY WILL BE LIABLE TO CUSTOMER FOR ANY EXPENSES, LOSSES, OR DAMAGES RELATING TO ANY PARTICIPANT'S ACCESS OR USE OF DATA, FOR ANY LOST PROFITS OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, OR OTHERWISE IN EXCESS OF \$100. THE LIMITATIONS IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE FORM OF ACTION UNDER WHICH RECOVERY FOR ANY LOSS, DAMAGE, OR EXPENSE IS SOUGHT (INCLUDING NEGLIGENCE).

These Additional Terms and Conditions for User of the Bank Connectivity Feature are subject to change at the discretion of the third-party, Envestnet/Yodlee. Envestnet/Yodlee require acceptance of the Yodlee Fastlink [Terms Of Use for use of their service.](#) Oracle will provide an in application notice in the NetSuite Cloud Service, but Customer's continued use of the Feature will be deemed as Customer's acceptance of the updated terms. If Customer does not accept the revised terms, Customer should discontinue any use of the Feature.

### **SaltEdge – Additional Terms and Conditions for Customers Located in Europe**

The NetSuite Bank Connectivity Feature will use Customer's NetSuite email address login to create an account with Salt Edge Limited. Salt Edge Limited is a Third Party Application provider that helps Customer establish a connection with Customer's financial institutions. To proceed, click the "Register" button. An email notification will be sent to the email address to confirm Customer's registration and access to Customer's Salt Edge Dashboard account.

BY PROCEEDING AND SELECTING THE "REGISTER" BUTTON OR BOX (OR THE EQUIVALENT), CUSTOMER INDICATES ACCEPTANCE AND UNDERSTANDING THAT CUSTOMER IS ENABLING AND USING A THIRD PARTY APPLICATION PROVIDED BY SALTEDGE LIMITED, AND CUSTOMER ACKNOWLEDGES AND ACCEPTS SALT EDGE LIMITED'S TERMS OF SERVICE ([https://www.saltedge.com/dashboard/terms\\_of\\_service](https://www.saltedge.com/dashboard/terms_of_service)) AND PRIVACY POLICY ([https://www.saltedge.com/dashboard/privacy\\_policy](https://www.saltedge.com/dashboard/privacy_policy)) (THE "TERMS"). CUSTOMER SHOULD CAREFULLY READ THESE TERMS BEFORE SELECTING THE "REGISTER" BUTTON OR BOX (OR THE EQUIVALENT) AND IF CUSTOMER IS NOT WILLING TO BE BOUND BY THESE TERMS, OR THE INDIVIDUAL ACCEPTING IS NOT AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF CUSTOMER'S COMPANY OR ORGANIZATION, DO NOT SELECT THE "REGISTER" BUTTON OR BOX (OR THE EQUIVALENT).

## SUITECLOUD TECHNOLOGIES TERMS OF USE

### SuiteCloud Technologies Terms of Use

Customer may be presented with and asked to accept the SuiteCloud Terms of Service within the Cloud Service. Oracle hereby expressly agrees that these SuiteCloud Technologies Terms of Use shall supersede and apply in place of the SuiteCloud Terms of Service and that such SuiteCloud Terms of Service shall be null and void.

For purposes of these SuiteCloud Terms of Use, the following Definitions apply:

- **“SuiteApp”** means a collection of customizations, data, configurations, or modifications of standard objects created using the SuiteCloud Technologies for use in the Cloud Service. For the avoidance of doubt, a bundle is one type of SuiteApp. For clarity, SuiteApps developed by Customer and any other customer are considered Third Party Applications under this Agreement, including without limitation SuiteApps available on SuiteApp.com or the SuiteApp marketplace. Customer developed SuiteApps are considered Third Party Applications under the Agreement. Customer is solely responsible for controlling access to (including accessible attributes) Customer’s developed SuiteApps.
- **“SuiteCloud Technologies”** means the technologies made available to Customer by Oracle that can be used to customize, automate, import, export, or integrate data or functionality into or with the Cloud Service including, but not limited to, any (i) application programming interfaces, (ii) extensions, (iii) libraries, (iv) tools, (v) interfaces which enable plug-ins, (vi) sample code, and (vii) documentation. SuiteCloud Technologies include, but are not limited to, SuiteBuilder, SuiteFlow, SuiteScript, SuiteScript Debugger, SuiteTalk, SuiteCloud Development Framework, and SuiteGL. To the extent that Oracle includes open source software in or with SuiteCloud Technologies, the open source licenses governing such open source software will apply to Customer’s access and use of such open source software. For the avoidance of doubt, the Cloud Services under Customer’s Estimate/Order Form includes SuiteCloud Technologies.

In addition to the license grants provided under the Agreement, Customer shall also have the non-exclusive, worldwide, limited right to use the SuiteCloud Technologies to create, store, and use SuiteApps in connection with Customer’s use of the Cloud Service and in accordance with the Agreement and to share such Customer developed SuiteApps with other customers of the Cloud Service. SuiteCloud Technologies are considered Oracle intellectual property and all rights, title and interest to the SuiteCloud Technologies are owned exclusively by Oracle and its licensors.

## TEXT ENHANCE FEATURE

### Text Enhance Feature

If Customer has been notified via an in-application notification that generative AI features have been enabled, the additional terms set forth below apply to Customer’s use of the Cloud Services and such generative AI features. These terms may also be found in Customer’s Estimate / Order Form:

Oracle may process Customer Data globally as necessary to provide the Cloud Services.

The Cloud Services Customer is acquiring under this Estimate/Order Form may include generative artificial intelligence (AI) features. Customer must ensure its use of generative AI features is permissible. If desired, Customer may turn off use of generative AI features (if applicable) in the Cloud Service by going to Setup > Company > AI. Content created through use of generative AI features may not be factual, accurate, useful, or usable, may not follow the instructions or information entered in the prompts, and may include non-factual data created by the models. Customer is solely responsible for verifying the accuracy, usefulness, and usability of the content generated as a result of Customer’s use of generative AI features.



