



# NetSuite Cloud Services In-Application Supplemental Terms and Disclaimers

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## **GENERAL NOTE ON SUPPLEMENTAL TERMS AND DISCLAIMERS**

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.

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 the updated terms. If Customer does not accept the updated terms, Customer should discontinue any use of the applicable feature.

## 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 ACCEPTING 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).

## **NETSUITE BANK CONNECTIVITY FEATURE (FOR NETSUITE 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.