

## WEBSITE TERMS OF USE

Last revised as of January 1, 2015

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Your use of this Site may be further governed by any agreement entered into between Enablon and the Customer (“**Customer**”) named therein (“**Customer Agreement**”) governing Customer’s accounts with Enablon. In the event of any inconsistency between the terms of the Customer Agreement and these Terms, the terms of the Customer Agreement shall control. You also represent and warrant to Enablon that you are authorized to bind Customer to these Terms.

These Terms do not apply to any site owned and/or operated by or on behalf of any third party even if we provide a link to such site on one of our Sites. Please refer to the terms of use of any such third-party sites for information regarding the terms and conditions of your use of such sites.

When we refer to “**Enablon**,” “**we**,” “**us**” or “**our**,” we mean Enablon S.A. or the specific division, subsidiary, or affiliate that operates the Site, provides its content, or processes information received through it, each as appropriate and applicable.

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This Site and any of the services provided by Enablon in connection with this Site (the “**Services**”) are being provided to you expressly subject to these Terms, which govern your use of the site. “**Services**” under these Terms include financial services for businesses and business services offered to you directly by Enablon.

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## **Registration Information**

In order to access certain restricted portions of this Site, you may be required to register on this Site by completing a Registration Form or Enrollment Form (collectively, the "**Registration Form**"). Enablon may accept or reject any Registration Form in its sole discretion. You represent and warrant that the information provided when registering is accurate, complete and current as of the date submitted and that you will update such information from time to time as necessary. These Terms shall be incorporated into, and form an integral part of, each

Registration Form. As part of the registration process, you will select a user name based on your e-mail (“**User Name**”), and a password (“**Password**”) to access the User Name. Your User Name and Password are your credentials (“**Credentials**”) to access the restricted portions of this Site. You may not have a User Name that is vulgar, attempts to impersonate another person, or violates the rights of others. Enablon may also reject any User Name that Enablon determines in its discretion is unacceptable for use on this Site. You are solely responsible for all use of this Site under your User Name and Password and for maintaining the confidentiality of your User Names and Passwords and will (i) promptly notify Enablon of any actual or suspected unauthorized use of this Site, and (ii) ensure that you exit from your account at the end of each session. If you disclose or otherwise allow discovery of your User Name and/or Passwords to or by any person(s) or entity, you assume all risks and losses associated with such disclosure. Please note that Enablon will store a Password retrieval question and answer, which allows you the ability to retrieve your Password. If you do not answer the retrieval question correctly within the stated number of attempts, your User Name will be permanently deactivated, and you will need to re-register on the Site with a new User Name and Password.

### **Indemnification**

You agree to defend, indemnify, save and hold harmless Enablon and its subsidiaries, affiliated companies, joint partners and licensees and their respective directors, members, shareholders, officers, employees and agents from and against all liabilities, claims, damages and expenses, including reasonable attorneys’ fees as incurred, arising out of your use of this Site, including any violation or alleged violation of these Terms, and any losses or claims arising out of your use of any products or services you may have obtained on any of our Sites.

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