

Auth0 Marketplace Terms of Use

Welcome to the Auth0 Marketplace! The Auth0 Marketplace is an online marketplace for cloudbased integrations, applications, plugins and extensions ("**Marketplace Integrations**" or "**Integrations**") that are designed to interoperate with the Auth0 Platform (as defined below).

Use of the Auth0 Marketplace is governed by these Auth0 Marketplace Terms of Use ("**Terms of Use**"), which form a legally binding agreement between you (as defined in Section 1.1) and Auth0, Inc. ("**Auth0**" or "**we**"). The Auth0 Marketplace is not intended for and may not be used by anyone under the age of 18.

By enabling, installing or placing an Order for an Integration (as further described in Section 1.3), or accessing or using the AuthO Marketplace, you indicate your assent to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not place an Order or use or access the AuthO Marketplace.

1. Introduction to the Auth0 Marketplace.

1.1. Who are You? Because all Integrations available through the AuthO Marketplace are designed for use with the AuthO Platform, in these Terms of Use, "**you**" refers to the AuthO customer (*e.g.*, individual person or legal entity) who holds a subscription to the AuthO Platform with which the Integration will be enabled or used. That AuthO customer is fully responsible for compliance with these Terms of Use by anyone using the AuthO Marketplace or placing Orders on its behalf. Any person using the AuthO Marketplace or placing an Order on behalf of an AuthO customer is binding that AuthO customer to these Terms of Use. These Terms of Use also apply to you if you are browsing the Marketplace.

1.2. Types of Integrations. Currently, Marketplace Integrations are made available at no charge. The listing for each Integration will identify the provider of the Integration ("**Publisher**"), which may be Auth0 or a third party. Integrations for which Auth0 is the Publisher are called "**Auth0 Integrations**," and Integrations for which the Publisher is a third party (*i.e.*, a non-Auth0 entity) are called "**Third Party Integrations**". Third Party Integration Publishers are legally separate entities from Auth0 and create, own and are responsible for their own Integrations as further described in these Terms of Use. In all cases, you may only use Integrations with the Auth0 Platform in the manner in which they are designed to be used (which will be identified in the Integration's listing).

1.3. Finding Integrations. We want it to be easy to find great Integrations throughout your Auth0 experience. Therefore, the "Auth0 Marketplace" includes https://marketplace.auth0.com and any other webpage, application, interface, service or in-product experience at which we make available or list Integrations (such as within the Auth0 Platform). Likewise, when we refer to "Orders", that includes any installation, trial, download, or enablement, of an Integration, whether through the Auth0 Marketplace, within the Auth0 Platform, or via any other processes or interfaces we make available. All Orders are subject to these Terms of Use. The Integration

listing and/or your Order will identify the Publisher and include a description of the Integration. Once you complete your Order, Auth0 will provide you with access to the applicable Integration. **1.4. Marketplace Policies.** Your Orders and use of the Auth0 Marketplace are also subject to any Auth0 marketplace guidelines and policies communicated to you in the Auth0 Marketplace and the Auth0 <u>Acceptable Use Policy</u>, as may be modified from time to time ("**Marketplace Policies**"). The Marketplace Policies are incorporated into these Terms of Use.

1.5 The AuthO Platform. The **"AuthO Platform"** means the computer software applications, tools, application programming interfaces (APIs), and connectors provided by AuthO as its online identity management platform as a service offering, together with the programs, networks and equipment that AuthO uses to make such platform available to its customers.

2. Use of Marketplace Integrations and Applicable Legal Terms for Integrations.

2.1. Publisher Terms. Without limiting the disclaimers, restrictions or other provisions in these Terms of Use, usage of Integrations is subject to the terms of use, privacy policies and other applicable terms specified by the Publisher ("**Publisher Terms**"). Publisher Terms are typically included on the Integration's listing page or presented through the Order process. You may not use an Integration if you do not agree to the relevant Publisher Terms.

2.2 Third Party Integrations. Third Party Integrations are subject to the Third Party Integration Publisher's Publisher Terms, not the Auth0 Terms (as defined below). By ordering, installing or enabling any Third Party Integration, you are entering into the Publisher Terms directly with the applicable Third Party Integration Publisher. Some Third Party Integrations, such as integrations to non-Auth0 services, may also require you to have a separate, paid subscription to the underlying Third Party Integration Publisher's service in order for it to function properly. Auth0 is not a party to, nor responsible for compliance with, any third party Publisher Terms, and does not guarantee any third party Publisher Terms are adequate for your own needs. Please see Section 3 (Data Collection and Sharing) for additional information about how third party Publishers use your data.

2.3 Minimum Terms of Use for End Users of Third Party Integrations. Publishers must provide their own privacy policy to you for every Integration, which communicates how a publisher collects, stores, processes, shares and uses any end user data from their Integrations. A Publisher may choose not to provide terms of use (which give you rights to use the Integration and tell you about any use restrictions) for an Integration, in which case the Minimum Terms of Use for End Users ("Minimum Terms of Use") below applies between you and the Third Party Integration Publisher. For the sake of clarity, AuthO is not a party to the Minimum Terms of Use.

Begin Minimum Terms of Use for End Users

- A. The AuthO Marketplace Partner on the listing in AuthO's Marketplace for this Integration ("**Partner**") is the legal entity (i) granting rights to you to use the AuthO Marketplace integration ("**Integration**") and (ii) imposing any restrictions on end users in connection with the use of this Integration. AuthO is not a party to the Terms of Use nor the Privacy Policy for end users of this Integration.
- B. Except as otherwise limited by these Terms of Use, Partner grants the end user the rights to access, use, deploy and integrate the Integration in connection with the AuthO Platform for the duration of the term of these Terms of Use.

- C. Any information that Partner collects, stores and processes from end users or the systems end user uses to access or deploy the Integration, including personal data ("End User Data"), will be subject to the Integration Terms of Use, Partner's Privacy Policy, and any other similar terms that the Partner provides to end user. For the sake of clarity, all collection, sharing, storage, processing and usage of any End User Data by the Integration and Partner is not covered by AuthO's privacy policy.
- D. End user may not (i) modify, reverse engineer, decompile or disassemble the Integration in whole or in part, (ii) create any derivative works from or sublicense any rights in the Integration, or (iii) share, rent or lease the Integration unless otherwise expressly authorized in writing by Partner.
- E. Each of Partner and the end user shall maintain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "IP Rights"). The rights granted to end user to use the Integration under these Integration Terms of Service do not convey any additional rights in the Integration or related Partner service, or in any IP Rights associated therewith. Subject only to limited rights to access and use the Integration as expressly stated herein, all rights, title and interest in and to the Integration and all hardware, software and other components of or used to provide the Integration, including all related IP Rights, will remain with and belong exclusively to the Partner. Partner shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Integration or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from end user.
- F. **Termination.** These Terms of Use are effective upon installation or enablement of the Integration and shall continue to be in effect until terminated in writing by end user or Partner to the other party.
- G. **NO WARRANTY.** END USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE APP IS AT END USER'S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND ANY SERVICES PERFORMED OR PROVIDED BY THE APP ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PARTNER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APP AND ANY RELATED SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS.
- H. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PARTNER BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO END USER'S USE OF OR INABILITY TO USE THE APP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Partner's total

liability to end user for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty US dollars (USD\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

End Minimum Terms of Use for End Users

2.4 AuthO Integrations. If AuthO is the Publisher of an Integration, the Publisher Terms are the AuthO terms that are included on the Integration's listing page or presented through the Order process (the "AuthO Terms"). The AuthO Terms always include the <u>AuthO Privacy Policy</u>. In event of a conflict between these Terms of Use and the AuthO Terms, the AuthO Terms will control as to each party's rights and responsibilities related to the Integration itself, while these Terms of Use will control with respect to your use of the AuthO Marketplace generally.

2.5 Support and Maintenance. Any support and maintenance of Third Party Integrations will be provided by the applicable Publisher and only to the extent described in the applicable Publisher Terms. Auth0 is not responsible for any support and maintenance for Third Party Integrations. If Auth0 is the Publisher, it will provide any support and maintenance in accordance with the applicable Auth0 Terms.

2.6. Reservation of Rights. Except for the rights explicitly granted to you in these Terms of Use and in the Publisher Terms for each Integration, all right, title and interest (including intellectual property rights) in the Auth0 Marketplace and the Auth0 Platform are reserved by Auth0, and all right, title and interest (including intellectual property rights) in the Integrations are reserved and retained by their respective Publishers and any applicable licensors. Integrations are provided on a subscription basis, not sold, and you do not acquire any ownership rights in the Auth0 Marketplace or the Integrations.

3. Data Collection and Sharing.

3.1. Order Information. If you order or enable an Integration through the Auth0 Marketplace, Auth0 will provide the Publisher with information you may provide in completing the Order, such as your name, company name (if any), addresses (including e-mail address), phone number, and IP address.

3.2. Third Party Publisher Use of Data. If you place an Order for a Third Party Integration, you will authorize the Publisher to access or use certain data in the Auth0 Platform. This may include transmitting, transferring, modifying or deleting such data, or storing such data on Publisher or other third party systems. Any Third Party Integration Publisher's use of accessed data (whether data in the Auth0 Platform or separately collected from you or your device) is subject to their applicable Publisher Terms (including their privacy policy). Auth0 is not responsible for any access, use, transfer or security of data or information by third party Publishers or by Third Party Integrations, or for the security or privacy practices of any Third Party Integration Publisher, Third Party Integration or their processors. You are solely responsible for your decision to permit any Third Party Integration Publisher or Third Party Integration to access or use data to which you've granted access. It is your responsibility to carefully review the Publisher Terms, as provided by the applicable third party Publisher.

3.3. AuthO Use of Data. Any data that AuthO collects from you based on your use of the AuthO Marketplace and your Orders, or that it receives from Third Party Integration Publishers on your behalf (such as order details) related to the Marketplace is subject to the <u>AuthO Privacy Policy</u>. Any data that AuthO collects from you via an AuthO Integration's interoperation with the AuthO Platform shall be subject to the data-related sections of the subscription agreement for your use of the AuthO Platform (your "AuthO Subscription Agreement") that you already have agreed to with AuthO. Similarly, any data collected by an AuthO Integration from any third party service or software with which the AuthO Integration interoperates is also subject to the data-related sections of your AuthO Subscription Agreement.

3.4. Fraudulent Activity; Aggregated Information Derived From Usage. Auth0 may use Personal Data (as defined below) obtained from: (a) your end users' use of an AuthO Integration, (b) the Auth0 Marketplace, and (c) the Auth0 Platform via any Auth0 or Third Party Integration, in order to detect security incidents and to protect against fraudulent or illegal activity. Auth0 may create aggregated and de-identified data that is derived from 3.4(a) - (c) above ("Aggregated Usage Data"). Auth0 may use Aggregated Usage Data for Auth0's internal and business operations, including to conduct aggregate analysis of the Auth0 Platform's and related services' performance and use. Auth0 may disclose the results of its analysis of Aggregated Usage Data to third parties as Auth0 reasonably considers necessary, provided that such results do not contain any Personal Data of your end users, identify either you or any of your end users, or enable a third party to determine that either you or any of your end users were the source of such information. For the sake of clarity, neither Aggregated Usage Data nor the results of its analysis are considered to be your confidential information under this agreement or your Auth0 Subscription Agreement. "Personal Data" means any information deemed "personal data" or "personal information" (or analogous variations of such terms) under applicable privacy or data protection laws and regulations, including any information relating to an identified or identifiable natural person.

4. Your Responsibilities.

4.1. Representations and Warranties. You (including anyone acting on your behalf) represent and warrant that you have all necessary right, power and authority (i) to enter into and be legally bound by these Terms of Use, (ii) to place any Orders, and (iii) and to authorize Publishers to access and use your data and information as described in Section 3, all without violation of any other agreements or policies.

4.2 Compliance with Law and Reservation of Rights. You must use the Auth0 Marketplace and Marketplace Integrations in compliance with all applicable laws.

4.3. Indemnification. You agree to indemnify, defend (at AuthO's request) and hold AuthO, its affiliates, and its and their officers, agents and employees harmless from any claims by third parties, and any related damages, losses or costs (including reasonable attorney fees and costs) arising out of your violation of these Terms of Use or the applicable Publisher Terms, or your violation of any rights of a third party. You may not settle any such claim without AuthO's prior written consent.

5. Term and Termination.

5.1. For Cause. Your rights hereunder will automatically terminate upon your failure to comply with any of the provisions in these Terms of Use. In case of such termination, you must cease all use of the Auth0 Marketplace, and Auth0 may immediately revoke your access to the Auth0 Marketplace without notice to you.

5.2. Discontinuation of Marketplace. Auth0 may terminate these Terms of Use without notice to you if Auth0, in its discretion, discontinues the Auth0 Marketplace.

5.3. Effect on Integrations. If these Terms of Use terminate, your rights to use any previously obtained Integrations will survive in accordance with the applicable Publisher Terms.

5.4. Survival. The following Sections will survive any termination or expiration of these Terms of Use: 2 (Use of Marketplace Integrations and Applicable Legal Terms for Integrations), 3 (Data Collection and Sharing), 4 (Your Responsibilities), and 6 (Important Disclaimers and Limitations of Liability) through 8 (General).

6. Important Disclaimers and Limitations of Liability.

6.1. Third Party Integrations. A portion of the Integrations in the Auth0 Marketplace are provided by parties other than AuthO. Third Party Integration Publishers are solely responsible for their Integrations, for any related content or materials included in their Integrations, and for their processing of any data submitted to or collected or accessed by their Integrations. Auth0 has no liability or responsibility whatsoever to you or anyone else for any Third Party Integrations, including their accuracy, reliability, availability, security, data handling, data processing, completeness, usefulness or quality, even if Auth0 is hosting such Integration. These disclaimers apply even if an Integration complies with AuthO's guidelines for Third Party Integrations (located on AuthO's web properties such as https://authO.com/developers/). Any use of Third Party Integrations is at your sole discretion and risk. Publishers are solely responsible for ensuring that any information they submit in connection with any Integration is accurate, complete and correct, and Auth0 is not responsible for the standards or business practices of any Third Party Integration Publisher (whether regarding support, availability, security data processing or otherwise). You should always independently verify that any Third Party Integrations or Third Party Integration Publisher's business practices meet your needs. In addition, AuthO is not responsible for any third party websites to which the Auth0 Marketplace links or their terms of use or privacy policies. We advise you to be careful and use your discretion when visiting third party websites.

6.2. Removal of Integrations. At any time, Auth0 may remove an Integration from the Auth0 Marketplace in accordance with its applicable policies, and Publishers may also update, modify or remove their own Integrations at any time.

6.3. Interoperability. AuthO makes no guarantee that any Integrations will work properly with the AuthO Platform or that Integrations will continue to work with AuthO Platform as they both may change over time. Some Integrations rely on hosted or cloud services provided by the Publisher or other third parties, and these Integrations may not function properly or may become inoperable if those services are discontinued or your license or subscription to those services is terminated or expired.

6.4. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AUTHO OFFERS THE AUTHO MARKETPLACE AND ALL THIRD PARTY APPS "AS IS" AND "AS AVAILABLE", AND

AUTHO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE AUTHO MARKETPLACE OR THIS AGREEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS, IN WHICH CASE THE DURATION OF ANY STATUTORY WARRANTIES WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6.5. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL AUTHO BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER LIABILITY RELATED TO THE AUTHO MARKETPLACE OR ANY THIRD PARTY APPS, INCLUDING FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR COSTS OF DELAY. IF THE FOREGOING DISCLAIMER IS NOT ENFORCEABLE AT LAW FOR ANY REASON, IN NO EVENT WILL AUTHO'S AGGREGATE LIABILITY TO YOU UNDER THESE TERMS OF USE EXCEED FIFTY US DOLLARS (US\$50.00).

6.6. Disclaimers and Limitations of Liability for AuthO Integrations. Section 6.4 (Disclaimer of Warranties) and 6.5 (Limitations of Liability) do not alter the disclaimers or limitations of liability for AuthO Integrations in the AuthO Terms, which will continue to fully apply.

6.7. Basis of Bargain; Failure of Essential Purpose. AuthO entered into these Terms of Use relying on the limitations of liability, disclaimers of warranty and other provisions relating to allocation of risk herein, and you agree that such provisions are an essential basis of the bargain between the parties. You agree that the waivers and limitations specified in this Section 6 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose.

6.8. AuthO Affiliates and Contractors. You acknowledge and agree that AuthO's affiliates, contractors and service providers may exercise all rights of AuthO under these Terms of Use, and that all limitations of liability and disclaimers in these Terms of Use apply fully to and benefit AuthO's affiliates.

7. Dispute Resolution; Governing Law.

7.1. Informal Resolution. In the event of any controversy or claim arising out of or relating to these Terms of Use, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under these Terms of Use pursuant to Section 7.2 (Governing Law; Jurisdiction). All negotiations pursuant to this Section 7.1 will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

7.2. Governing Law and Venue. The Agreement will be governed by and interpreted in accordance with the internal laws of the states or countries specified in the table below, without regard to conflicts of laws principles. In the event of any controversy or claim arising out of or relating to this Agreement, or its breach or interpretation, the parties will submit to the exclusive jurisdiction of and venue in the applicable courts or arbitration bodies specified in the table below. Each party waives all defenses of lack of personal jurisdiction and inconvenient forum.

If your main business address is:	The governing law is that of:	The courts or arbitration bodies having exclusive jurisdiction are:
The USA, Mexico, or any country in Central or South America or the Caribbean	The state of Washington, USA and controlling US federal law	Courts located in Seattle, Washington, USA
Canada	Ontario, Canada and controlling Canadian federal law	Courts located in Toronto, Ontario, Canada
Any country in Europe, the Middle East, or Africa	England	Courts located in London, England
Any country located in Asia or the Pacific region, other than Australia or New Zealand	England	Arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre then in force, which rules are incorporated by reference in this clause. ¹
Australia or New Zealand	New South Wales, Australia	Courts located in Sydney, New South Wales, Australia

Note 1: The Tribunal will consist of one independent, disinterested arbitrator. The language of the arbitration shall be English. The determination of the arbitrator will be final, conclusive and binding. Judgment upon the award rendered may be entered in any court of any state or country having jurisdiction.

7.3. Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 7.1 (Informal Resolution) and 7.2 (Governing Law; Jurisdiction), nothing in these Terms of Use will prevent Auth0 from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

7.4. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to these Terms of Use. The Uniform Computer Information Transactions Act (UCITA) will not apply to these Terms of Use regardless of when or where adopted.

8. General.

8.1. Changes to Terms. AuthO may modify these Terms of Use at its sole discretion at any time by posting the revised terms on the AuthO Marketplace. You may be required to click to agree to any modified Terms of Use in order to continue using the Marketplace and, in any event, your continued use of the AuthO Marketplace (including any future Orders) after the effective date of any such modifications constitutes your acceptance of the applicable modified terms. For clarity, the version of these Terms of Use in place at the time of your Order will apply for purposes of that Order. Except as provided in this Section 8.1, all changes or amendments to these Terms of Use require the written and signed agreement of you and AuthO.

8.2. Reporting Copyright and Trademark Violations. If you believe that any content in the Auth0 Marketplace violates your copyright, please follow the process described under the "DMCA Notice and Procedure" section of the <u>Auth0 Website Terms of Use</u>.

8.3. Contacting Auth0. If you would like to get into contact with Auth0 regarding the marketplace (other than for legal notice or regarding copyright and trademark violations) please reach out to us at http://support.auth0.com/.

8.4 Notice. To give Auth0 legal notice under these Terms of Use (other than for copyright and trademark concerns covered in Section 8.2), please send an email to legal@auth0.com. Auth0 may send you legal notices through your Auth0 account or to your email address that is on file with Auth0.

8.4. Entire Agreement. These Terms of Use constitute the entire agreement between the parties with respect to their subject matter and supersedes any and all prior or contemporaneous agreements between the parties with respect to their subject matter. For clarity, this does not limit the Publisher Terms, which apply in accordance with Section 2 above.

8.5. Interpretation. If any provision of these Terms of Use is held invalid by a court with jurisdiction over the parties to these Terms of Use, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Use will remain in full force and effect. AuthO's failure to enforce any provision of these Terms of Use will not constitute a waiver of AuthO's rights to subsequently enforce the provision. In these Terms of Use, headings are for convenience only and terms such as "including" are to be construed without limitation.

8.6. Assignment. You may not assign or transfer these Terms of Use. AuthO may freely assign, transfer and delegate its rights and obligations under these Terms of Use.

8.7. No agency. Nothing in these Terms of Use or any Order is intended to, or shall be deemed to, make Auth0 your agent, or authorize Auth0 to make or enter into any commitments for you or on your behalf.

8.8. Export Laws and Regulations. You may not use or otherwise export or re-export any Integrations except as authorized by United States law and the laws of the jurisdiction in which the Integration was obtained. In particular, but without limitation, Integrations may not be exported, re-exported or made available: (a) in any U.S. embargoed countries, (b) to anyone located in any U.S. embargoed countries, or (c) to anyone on the U.S Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions list or the U.S. Department of Commerce's Denied Persons, Entity, or Unverified Lists. By using any Integration, you represent and warrant that you are not located in any such country or on any such list. You agree not to use or provide the Integrations for any legally prohibited end use in your jurisdiction (including to support any nuclear, chemical, or biological weapons proliferation, or missile technology, without the prior permission of the United States government).

8.9. Representations and Warranties. You represent, warrant and covenant that:

8.9.1. You are at least 18 years of age and are able to form a legally binding contract. If the contracting entity is a business or other legal entity and not an individual, then the individual entering into this Agreement on the contracting entity's behalf represents that he or she has all necessary legal authority to bind the contracting entity to this Agreement;

8.9.2. You have the full right, power, and authority to enter into and fully perform this Agreement.

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