



Developer Program

0. Preamble

ePages is the owner and vendor of the online shop software “ePages” which enables merchants to run their online shop in the cloud. ePages provides a developer program for third parties which enables other software vendors and developers to connect their software to ePages via ePages API-Infrastructure in order to make this software available to users of ePages software (hereinafter referred to as “merchants”).

The developer intends to connect the developers’ software to the ePages product suite (hereinafter referred to “ePages software”). ePages intends to list developers’ API app on ePages Apps & Themes Store for third party developments and to promote developer as a developer program partner.

Before using the ePages software or related services, developer must first agree to this agreement. Developer is not permitted to use ePages software or related services if the terms of this agreement have not been accepted.

By ticking the checkbox (“I have read and agree to the terms and conditions”) in the developer program signup process, developer accept and agrees to the terms of this agreement on his/her behalf or on behalf of developers’ organization, legal entity, company or educational institution.

1. Definitions

Application Programming Interface (API) Application (app) - The API app is the connector between ePages and the developers’ service.

Apps & Themes Store – an online platform integrated into the ePages software that enables merchants to install API apps and themes to their ePages shops.

Developer - External person or organization, legal entity, company or educational institution that develops an API app for the ePages Apps & Themes Store in order to add further functionality to the standard functionality provided by ePages.

Developer Program – A program run by ePages which provides technical assistance, documentation and necessary resources for the developer in the API app creation process.



ePages software - ePages owns and runs a SaaS (Software as a service) solution which enables merchants to set up an online shop in the cloud and sell goods to end customers.

ePages API - ePages provides the developer with a RESTful API which can be used to create an API app for the ePages Apps Store.

Merchant – is defined as a single person or organization, legal entity or company using the ePages software suit for selling goods and/or services.

Reseller – A third party different to ePages, Developer and Merchant that resells the ePages software to their end customers. The ePages software suite of products and services is offered through telecom- and logistics providers, as well as hosting providers and implementation partners referred to as Resellers.

2. Obligations of Developer

(1) General

All intellectual property, including without limitation all inventions, rights in patents and patent applications, trademarks, trademark applications, know-how, copyrights and industrial designs (collectively “Intellectual Property”) generated by one of the parties, its employees or collaborators in the performance of the Services or otherwise in connection with this agreement shall be the exclusive property of the respective party, who shall be free to dispose of it as it sees fit. The other party shall have no rights therein and shall assign to the other party all Intellectual Property to the extent necessary.

(2) Support

It is the obligation of the developer to maintain its software including any connector towards any merchants using developers’ software. It is in the obligation of developer to answer merchants requests within 48 hours by email. Answering any request by merchants must contain the message, that developer is checking the issue provided by merchant and the estimated time of any solution or work around.

(3) Maintenance

The developer will get a notice prior to any bigger update, so that he can make necessary changes to his software / connector. If the developer does not make the necessary changes, ePages is allowed to remove the software / connector from the Apps & Themes Store. ePages will inform the developer before doing so.

(4) ePages API guidelines



Developer agrees to comply with all and to follow all guidelines of ePages API-documentation. ePages API-documentation may change from time to time and ePages is free in making changes to its API-documentation at any time. ePages will provide any new release of API-documentation on its website and it is the obligation of the developer to apply the API guidelines at any time.

(5) Data protection

Any form of data recordings by developer or developers' app must comply with all applicable privacy laws and regulations as well as any related contractual requirement, including but not limited to any notice or consent requirement. Including but not limited to, data recordings are user or device data collection, image, picture or voice capture or recording, any form of data, content or information collection, processing, maintenance, uploading syncing, storage, transmission, sharing, disclosure or use performed by, through or in connection with developers' app.

Developer and developer app is not allowed to collect, to use or to process any user or device data without the prior user consent.

(6) Failure of developer with his obligations

If developer fails to accomplish any of the above captured obligations, ePages may deactivate developer app from the ePages Apps & Themes Store until developer provides evidence that comply with obligations defined above in the future. It is at the sole discretion of ePages to reactivate developer afterwards or to finally suspend developer from ePages Apps & Themes Store.

3. Obligation of ePages

(1) ePages agrees to offer developers' API app to its Resellers, so they can offer it to their merchants via the Apps & Themes Store.

(2) It is likely that ePages will also mention the availability of the service in its company newsletters as well as in its newsletters for developers and providers, however, there is no obligation for ePages to do so.

4. Availability to merchant

(1) Because of the differences in products within a specific product bundle, certain features - both standard and chargeable product features - may not be able to be part of each and every



product offering. Any prediction as to which API app will be included and/or excluded in a resellers' bundle is non-binding. In addition, ePages retains the right to react to changes in market conditions by modifying product bundles at any time without prior information. Any and all decisions regarding the composition of such product bundles remain at the discretion of ePages.

(2) ePages reserves the right to remove API Apps of developers from the Apps & Themes Store at any time, especially if such offers offend against the law, contrary to morality or third party rights violated. However, ePages is not obligated for the removal of API Apps, unless this is justified by law.

(3) ePages reserves the right to change details of the Apps & Themes Store at any time or to discontinue its operation completely or partially.

5. Licence agreement regarding connector Integration

The scope of the use of the integration, developed by the developer will be ruled by a separate license agreement between developer and end-user (merchant).

6. Compensation & Payment Terms

(1) The developer will pay ePages a certain share of the revenue generated with ePages merchants. For the respective conditions ePages Partner Management will contact developer directly. Revenue is defined as all the generated income received by developer through merchants using their service/software through the API App that is connected with the ePages software.

(2) It is the developer's responsibility to appropriately track and report the overall revenue. ePages shall receive a quarterly report containing all detailed income no later than the month following that respective quarter. Quarters are set on a calendar basis: January to March (Q1), April to June (Q2), July to September (Q3) and October to December (Q4).

(3) Once the quarterly report is received ePages will verify the report and send out an invoice to the developer for the volume of the ePages revenue share for that specific period. Payments are due via bank transfer and no later than 30 days after the date of the invoice.

(4) ePages has the right to occasionally audit partner according to law.

7. Term and Termination

(1) The duration of this agreement shall be 12 month starting with the upload of developers' app into ePages Apps & Themes Store ("Effective date"). This agreement automatically extends for another year if it is not terminated 3 months before the end of each 12 -month period. The right to extraordinary termination for cause remains unaffected.

An important reason for extraordinary termination by ePages exists in particular when

- a) the developer of a substantial contract obligation despite a warning repeatedly does not fulfill or the fulfillment of such obligations finally refused, or
- b) the Developer with the payment of the participation fees over 30 days despite a reminder in default.

(2) Notwithstanding any expiration, non-renewal or termination of this Agreement for a period of no longer than 24 months following the effective date of termination of this Agreement (Wind-Down Period) any then-current End Users will continue to have the right to use ePages Software and applicable product for the remainder of their respective subscription term; and the parties agree to continue to maintain, support and perform its other obligations under this Agreement with respect to their respective software, Integration and technology until all subscriptions with End Users have effectively terminated.

8. Intellectual Property, Indemnification

To the extent permitted by any applicable law, developer agree to indemnify and hold harmless, and upon ePages request, defend, ePages, its directors, officers, employees, independent contractors and agents (each an "ePages indemnified party") from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys' fees and court costs (collectively, "losses"), incurred by any ePages indemnified party and arising from or related to any of the following: (i) developers breach of any certification, covenant, obligation, representation or warranty in this Agreement, including schedules (if applicable); (ii) any claims that developer app or the distribution, sale, offer for sale, use or importation of developers app (whether alone or as an essential part of a combination), violate or infringe any third party intellectual property or proprietary rights; (iii) developers breach of any of developers obligations under the EULA for developers licensed app; (iv) ePages permitted use, promotion or delivery of developer licensed app, licensed app Information, metadata, related trademarks and logos, or images and other materials that developer provide to ePages under this Agreement; or (vi) developers use of the ePages software or services, developers app, licensed app information, metadata, registered devices,



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9. Limitation of Liability

To the extend not prohibited by the applicable law, in no event will ePages be liable for personal injury, or any incidental, special, indirect, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profit, loss of data, business interruption or any other commercial damages or losses, arising out of or related to this agreement, the use or inability to use ePages software, security solution or services, digital certificates, or your development efforts or participant in the program, however caused, whether under a theory of contract, warranty, tort (including negligence), products liability, or otherwise, even if ePages has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any remedy.

Both ePages and the resellers do not assume any warranty and / or liability for the continuous availability of the Apps & Themes Store and its full functionality. In the case of interruptions or disturbances ePages will endeavor to restore the availability or functionality of the Apps & Themes Store within a reasonable period, but without any appropriate legal obligation in this regards. Planned interruptions of operation of the Apps & Themes Store need not be announced in advance by ePages.

The liability of ePages against the Developer from or in connection with the operation of the Apps & Themes Store is limited to gross negligence and intent. The liability for lost profits and other consequential damage is excluded entirely, unless there is intent on the part of ePages. The burden of proof regarding the fault and the fault degree bears the claimant.

10. Privacy Policy & Data security

The developer will process transaction information and personal information only for the purposes of this agreement and any agreement with an merchant in connection with merchants use of the developer integration pursuant to the terms of a merchant agreement, and when

processing the transaction information and personal information will at all times comply with all applicable laws, including all applicable data protection laws. Without limiting the above, the developer will take appropriate technical and organizational measures against unauthorized or unlawful processing of personal information and against accidental loss or destruction of, or damage to, personal information and maintain all transaction information and personal information logically separate from other information relating to the developer or merchants. The developer will not use or disclose to any third party any transaction information or personal information except disclosure if required by law to any contractors who have executed written agreements requiring them to maintain the information in strict confidence for use only in compliance with all applicable data protection laws.

11. Force Majeure

Any legal and statutory changes, fires, storms, floods, strikes, diseases, electrical surges and shocks, hacking, bugging as well as any more general event that cannot be foreseen and that goes beyond ePages control shall be deemed as cases of force majeure.

In the case of force majeure and the resultant suspension of the work, the parties shall be released from its obligations under this contract for the period of suspension of the works. If in case of force majeure preventing the fulfillment of the performance entirely on duration, the parties are entitled to terminate the contract. Furthermore any claims for damages are excluded. Each contracting party is obliged to inform the other party immediately after the occurrence of a force majeure with all the details. Moreover, each party is obligated to take the necessary and required measures.

12. Governing Law; Dispute Resolution

This agreement and any dispute about the ePages Developer Program will be governed by and construed in accordance with the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any litigation or other dispute resolution between the developer and ePages relating to the ePages Developer Program has to take place in Hamburg, Germany. With respect to any litigation or dispute resolution the developer hereby consent to the personal jurisdiction of and exclusive venue of the courts of Hamburg, Germany.

13. Entire Agreement

This agreement constitutes the entire agreement between the parties with respect to the ePages Developer Program and any use of the ePages software. Any modification and/or



amendment of this agreement has to be made in writing signed by both parties.

Notwithstanding of this clause, ePages is free in making changes to its Developer Program at any time in writing or email notice. Developer agrees with all changes of ePages Developer Program by further using ePages Apps & Themes Store. If developer does not agree to changes provided by ePages, ePages is allowed to immediately delete developers' API app from ePages Apps & Themes Store.