Emarsys Plugin for BigCommerce

Terms of Service

Last Updated: 8/22/2023

Please read these terms of use ("Terms") carefully before using the Emarsys Plugin for BigCommerce (the "Service") provided by Dunn Solutions Group ("we," "us," or "our").

1. Acceptance of Terms

By accessing or using the Service, you agree to be legally bound by these Terms. If you do not agree to these Terms, you may not use the Service.

2. Description of Service

The Emarsys Plugin for BigCommerce by Dunn Solutions Group, Inc. is an application designed to connect BigCommerce stores to the SAP Emarsys marketing analytics platform, performing both the initial and incremental data loads from a BigCommerce store into a designated Emarsys account.

3. User Registration

To use the Service, you may be required to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your account information and password and for all activities that occur under your account.

4. License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to use the Service for its intended purpose.

5. User Responsibilities

You agree not to:
1. Use the Service for any illegal or unauthorized purpose.
2. Modify, adapt, or hack the Service.
3. Transmit any viruses or malicious code.
4. Interfere with or disrupt the Service or servers.
5. Violate any applicable laws or regulations.
6. Use the Service to infringe upon the intellectual property rights of others.

6. Termination

We reserve the right to suspend or terminate your access to the Service at any time, with or without cause, and with or without notice.

7. Privacy

Your use of the Service is also governed by our Privacy Policy, which can be found here.

8. Disclaimer of Warranty

The Service is provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

9. Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses.

10. Changes to Terms

We reserve the right to modify or replace these Terms at any time. The most current version of the Terms will be posted on our website. Your continued use of the Service following any changes to these Terms constitutes your acceptance of those changes.

11. Governing Law

These Terms are governed by and construed in accordance with the laws of Illinois.

12. Contact Information

If you have any questions about these Terms, please contact us at: emarsysplugin@dunnsolutions.com.

13. Acknowledgements

By using the Emarsys Plugin for BigCommerce, you acknowledge that you have read, understood, and agreed to these Terms of Service.