

Terms & Conditions

When you start a PieSync trial, you agree to these terms & conditions

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Piesync Platform or Platform: The software as a service platform of PieSync to share and sync contact details.

PieSync: PieSync NV a company duly registered under the laws of Belgium, with registered office at Notarisstraat 1, 9000 Ghent, Belgium and with company number 0849.451.764.

User: The entity that enters into a license agreement with PieSync with respect to the Piesync Platform.

General Terms: These General Terms and Conditions governing the use of the Piesync Platform by the User.

Annexes: Any and all documents referred to in the General Terms.

Related Services: The services set forth in Article 5.

1. Applicability

The General Terms are applicable to all use by User of the Piesync Platform and to the Related Services offered by PieSync. The User's terms and/or those of a third party do not apply. The General Terms with all Annexes form the agreement between PieSync and the User regarding the use of the Platform by the User.

PieSync may from time to time change the General Terms or its Annexes. The User has thirty days to protest such changes, after which period the new terms are deemed to have been accepted by the User. If the User does not accept the new terms, PieSync reserves the right not to extend or renew any licenses and/or Related Services.

2. Orders

The User may from time to time order licenses and/or Related Services from PieSync. All orders must be placed via the User's account on the PieSync Platform. For such licenses and/or Related Services, the applicable fees will be those effective as of the time the order is placed. All prices quoted are net and exclude VAT. Any other offer, as well as all

information, drafts, presentations, calculations and/or enclosures issued by PieSync are to be taken as information only and in no event are they binding to PieSync.

3. License

Upon payment of the applicable fees, PieSync grants to the User a non-transferable and non-exclusive license to use the Piesync Platform. According to the license, such use will be exclusively online, for User's sole and unique benefit and in accordance with the intended use of the Piesync Platform.

User acknowledges that the Piesync Platform is constantly being improved by PieSync. The User will only have access to the latest released version of the Piesync Platform. Each new version or update of the Piesync Platform will replace as modified version the original or previous version thereof, and henceforth be subject to all rights and obligations as mentioned in the General Terms. During the updates, the Piesync Platform may temporarily not be available to the User.

Acquired licenses are effective for the period indicated at the moment of purchase. Unless one of the Parties terminates the license as set forth below, the license will automatically renew on a monthly basis subject to the fees set out on PieSync.com and the PieSync license conditions.

1. PieSync may terminate the license by giving a two weeks notice to the User via the email address that is indicated as contact address on the Platform.
2. The User may terminate the license via the termination procedure offered on the Platform. Licenses that have started cannot be terminated or cancelled until the next license renewal period. No payments will be refunded.

PieSync will automatically charge the credit card of the User for the payments of license renewals and the User gives express permission to PieSync to do so. In case the payment information is no longer correct, in case the payment facilitator refuses the payment for any reason or in case the payment facilitator executes a refund for any reason, the User will receive a notice to correct his payment details within two weeks time. If PieSync wasn't able to process the payment during this period, the license will be automatically cancelled by law and without further notice.

4. Set-up and synchronization details

The Piesync Platform is a self-service platform. The User needs to set-up the service himself by correctly configuring the Piesync Platform. The User will seek professional assistance if needed.

The Piesync Platform will automatically perform the synchronization according to the license specifications and the preferences and configurations set by the User (the “Synchronization Details”).

The User will consult the technical specifications of the Piesync Platform on the PieSync website, the API specification of the synchronized applications and configure and adjust the User preferences in order to ensure that a proper synchronization is possible. E.g. the User will take into account the synchronization frequencies, the amount of data, processes ...

The User may order additional capacity and licenses with different specifications by ordering and paying for it via the Platform. The User is responsible for its choice of licenses and capacity and the configuration of the Piesync Platform. The User acknowledges that synchronization malfunctions may arise if the Synchronization Details don't match his needs. The User acknowledges that by not extending his licenses or by refusing to pay for additional capacity, he takes responsibility for any and all synchronization issues and loss of data as a result thereof.

5. Scope and limitation of the Related Services provided by PieSync

PieSync provides the User with a software platform that enables the User to synchronize data and to perform operations as set forth on the PieSync website.

The Related Services provided by PieSync are strictly limited to all reasonable measures to ensure the working and availability of the Piesync Platform as set forth on the PieSync website.

PieSync does not screen the data, text or media content, processed through the Piesync Platform by the User. The User is free within the limited scope of its license rights to use and operate the Piesync Platform according to its intended purpose. As a result, the User bears the sole and full responsibility for the content that he processes with the use of the Piesync Platform.

6. User's obligations and liability

User accepts complete and unconditional responsibility for any and all operations performed under his accounts. User is responsible for the confidentiality of his accounts, usernames and passwords, for the access to his computer system and for the acts and negligence of any party making use of an account of the User. User will not allow access to the Piesync Platform to anyone that is not an employee or trusted contractor of User.

In case User finds or suspects any misuse of his account information, User will immediately change his passwords or contact PieSync on support@piesync.com to

temporarily block his accounts.

The User will only process data he has the right to process. The User will comply with (i) all international, national, state and local laws and regulations, (ii) all internet regulations, policies and procedures and (iii) the license conditions of the applications synchronized by the Piesync Platform.

The User agrees to never use the Piesync Platform for illegal purposes or conduct that is otherwise objectionable. The User may not process any content that (i) is unlawful, harassing, libelous, abusive, threatening, or harmful of any kind or nature or otherwise objectionable; (ii) he does not have the right to process under any law or under contractual or fiduciary relationships; (iii) infringes any rights of a third party, such as but not limited to patent, trademark, trade secret, personal data protection and copyright rights.

The User will not use nor display any means, software or routines that might harm other parties or the good functioning of the Piesync Platform, or disproportionately burden the Piesync Platform system.

The User accepts the full responsibility for his accounts and agrees to defend, indemnify and hold harmless PieSync, its shareholders, directors, officers, employees, agents, distributors, attorneys, parent companies, subsidiaries and affiliates, harmless from and against any and all claims, liabilities, judgments, penalties, taxes, costs and expenses (incl. reasonable attorney fees and costs) arising out of or related to User's breach of the General Terms or the Annexes.

7. Security and data protection

PieSync warrants that the Piesync Platform service is secure and protected in a professional manner. However, as the Piesync Platform service is delivered through the internet, PieSync cannot guarantee that the Piesync Platform cannot be hacked, breached or compromised in any manner. In case User finds or suspects any misuse or security breach, User will immediately contact PieSync on support@piesync.com.

PieSync will not store User data on its servers, that are not strictly necessary for the delivery of the Piesync Platform service.

The User is entitled to process personal data as defined in the General Data Protection Regulation 2016/679 (the "GDPR") on the Platform, strictly in compliance with the GDPR and all other relevant legislation. PieSync will act as a processor of the personal data under the terms of the personal Data Processing Agreement. This Data Processing Agreement forms an inherent part to the agreement between PieSync and the User.

When the User interacts with the Platform or websites of PieSync (the "Website"), PieSync automatically receives and records information on its server logs from the browser of the User including the IP address, "cookie" information, and the page the User requested. "Cookies" are identifiers PieSync transfers to a computer or mobile device that allow it to recognize the browser or mobile device and tell it how and when pages in the Website are visited. The User may change the preferences on his browser or mobile device to prevent or limit the acceptance of cookies, but this may prevent the User from taking advantage of some of the features of the Website.

When the User visits the Website, whether as a PieSync customer or a non-registered user just browsing, the PieSync servers automatically record information that the User's browser sends whenever he visits the Website ("Log Data"). For example, Log Data may include information such as the computer's IP address, browser type or the webpage the User was visiting before he came to the Website, pages of the Website that the User visits, the time spent on those pages, information the User searches for on the Website, access times and dates, and other statistics. PieSync uses this information to monitor and analyze the use of the Website and the Related Services and for the Website's technical administration, to increase the Website's functionality and user-friendliness, and to better tailor it to the visitors' needs.

8. Confidentiality

PieSync acknowledges that all data that the User processes through the Piesync Platform is confidential. PieSync hereby undertakes to keep this confidential information secret, and will not divulge it or to make it known to third parties. Nor will PieSync use this information to its own benefit without express written permission from the User.

PieSync shall only pass the confidential information and/or data to or make it known to those of its employees and contractors that absolutely must have this information to provide the Platform and the Related Services.

The User undertakes a similar confidentiality obligation with respect to the data that the User receives from PieSync.

9. Support and problem reporting

PieSync does not provide direct support to the User, except by making available support information on the PieSync website. The User may report problems via support@piesync.com up until July 1 2021.

10. Third party API's

The User acknowledges that the Piesync Platform service depends on the API's of the synchronized applications. Therefore, the Piesync Platform may not properly function or not be available in case a third party API changes, malfunctions, contains bugs, is restricted or any other issue with a third party API arises (together referred to as "API Issues").

PieSync will use its best efforts to resolve the API Issues in a professional manner and as soon as possible. The User acknowledges this risk and accepts that PieSync will not compensate User for damages resulting from API Issues.

11. Title to the Piesync Platform

All intellectual property rights in, title to or ownership of the Piesync Platform (such as but not limited to copyright, database rights, trademarks and patents) shall at all times remain with PieSync. This includes the mechanisms and interfaces built by PieSync to link with third party API's. All manuals, documentation and programs, whether available in hard copy or accessible by remote inquiry shall remain confidential and the property of PieSync. User shall not use, print, copy, modify, translate or alter the Piesync Platform in whole or in part.

The PieSync and Piesync Platform logo's and names are protected trademarks of PieSync. The User is not entitled to use, copy, remove or hide these signs without express written approval of PieSync.

The User is not allowed to grant any sub-license or other right with respect to the Piesync Platform.

12. Limitation of liability of PieSync

PieSync will provide all reasonable efforts to ensure the proper functioning of the Piesync Platform as set forth on the PieSync website.

PieSync represents that the Piesync Platform is developed in a professional manner and is consistent with generally accepted industry standards. PieSync will continue to improve the Piesync Platform and warrants that the Piesync Platform at all times will comply with such standards. However, PieSync does not warrant that the Piesync Platform is entirely free of small bugs and errors or that the Piesync Platform will function without interruptions.

PieSync provides the Piesync Platform "as is". PieSync does not warrant that the functions contained in the Piesync Platform will meet the User's performance requirements or that the Piesync Platform will operate in accordance with the User's expectations. The User

accepts responsibility for the selection of the Piesync Platform, its use and the results to be obtained there from.

PieSync makes no warranty of any kind, express or implied, and the warranty of fitness for a particular purpose is hereby excluded.

PieSync can only be held liable for gross negligence (“zware fout”, “faute grave”). It cannot be held liable when a defect or malfunction of the Piesync Platform is attributable to (i) a software or hardware defect that was not issued by PieSync, or (ii) API Issues, or (iii) the fact that changes or amendments to the Piesync Platform have been made without its permission, or (iv) if the User fails to report immediately any defect together with documentation and information relating to the occurrence of the defect.

The User understands that the Piesync Platform is an online application. PieSync cannot be held liable when a defect or malfunction of the Piesync Platform is attributable to network or communication issues, or to hacking, malware or other forms of misuse.

PieSync will not be liable to the User or third parties for loss of profits or business, loss of data, indirect, consequential or incidental damages, even if PieSync has been advised of the possibility of such losses or damages. For direct damages, if repair in species is not possible, the liability of PieSync toward the User (on contractual grounds as well as in tort) shall never exceed an amount equal to the license fees paid by the User over the last twelve months. The User shall take all necessary measures that can reasonably be expected to limit its damage.

The User shall indemnify PieSync and hold it harmless against and in respect to any and all claims, damages, losses, costs, expenses, obligations, liabilities, actions, suits, including without limitation, interest and penalties, reasonable attorneys' fees and costs and all amounts paid in settlement of any claim, action or suit that may be asserted against PieSync or that PieSync shall incur or suffer that arise out of, result from or relate to: (a) the non-fulfilment or breach of any obligation of the General Terms or Annexes; (b) any claim of any nature whatsoever brought by any third party who may suffer damages of any sort as a direct or indirect result of the User's activities relating to or in connection with the User's use of the Piesync Platform.

13. Termination for cause

In case PieSync notices an action by User or lack of action by User that might in PieSync's reasonable opinion breach the General Terms or the Annexes, harm directly or indirectly a third party, might otherwise be objectionable or if a third party notifies PieSync of a possible harm, PieSync will contact the User in order to remedy the breach or harm caused as soon as possible and in any event within two weeks.

In extreme cases or in case the User fails to timely remedy his breach or the harm caused, PieSync – at its sole discretion – may immediately and without notice, without intervention of the court (“de plein droit”), block or remove any content and/or terminate or suspend any User license, without any repayment of license fees or other indemnification of User and with complete indemnification of PieSync.

In case PieSync discontinues its services or blocks the User’s access to the Piesync Platform on the basis of this provision, User will not be entitled to any indemnification from PieSync for the damages suffered as a result thereof. If the User unsuccessfully contests PieSync’s decision in court, the User will reimburse PieSync’s legal costs and expenses (incl. all attorney fees and costs).

14. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance if such delay or failure arises by any reason beyond its reasonable control, including the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, internet interruptions, hacking or any act or failure to act by the other party or such other party's employees, agents or contractors. The User agrees that issues with the Amazon AWS platform are to be considered as force majeure.

15. General

If any of the provisions of this General Terms and Annexes are held to be or rendered void or unenforceable, the User agrees that the same shall not result in the nullity or unenforceability of the remaining provisions, but that the User and PieSync will use their best efforts to replace such provision with a valid and enforceable provision which will achieve, to the extent possible, the economic, business or other purpose for said void or unenforceable provision.

The mere fact that PieSync does not insist upon or enforce strict compliance by the User of any provision of the General Terms or Annexes shall not be construed as a waiver or relinquishment of PieSync's rights pursuant to this condition, unless made in writing.

The rights and remedies afforded to PieSync pursuant the General Terms and Annexes are in addition to and do not in any way limit any other rights or remedies afforded to PieSync by law. All such rights and remedies are cumulative and may be exercised singularly or concurrently.

All notices between PieSync and the User shall be written in English and shall be deemed to be given to the User if sent by e-mail to the e-mail address for notices registered via the Platform and to PieSync if sent by e-mail to support@piesync.com.

16. Applicable law and venue

Any agreement between User and PieSync with respect of the use of the Piesync Platform and the General Terms and Annexes shall be governed by, interpreted and construed in accordance with the laws of Belgium without regard to conflicts of law rules that may result in the application of the laws of any jurisdiction other than Belgium. Venue for any proceeding brought hereunder shall be with the courts residing in Ghent (Belgium).

Data Processing Agreement (DPA)

1. Definitions

- 1.1. The capitalized terms as used herein shall have the meaning as set out in this Article 1 or in the Agreement.

“Agreement”: The Agreement between PieSync and User regarding the use of the Platform.

“DPA”: This Data Processing Agreement which sets out the general rules regarding the conditions according to which PieSync will perform the activities of Processing Personal Data on behalf of the User.

“Processing”, “Processor”, “Data Subject”, “Data Breach”, “Supervisory Authority”: Have the meaning given to that term by the General Data Protection Regulation (EU) 2016/679 (the “GDPR”).

“Services”: The services provided by PieSync to the User as set out in the Agreement.

2. Purpose of the Data Processing

- 2.1. Parties concluded an Agreement according to which PieSync will perform Services for the User. In the performance of the Services, PieSync shall process certain personal data on behalf of the User (the “Personal Data”). PieSync will only process these Personal Data for the purpose of executing the Services (the “Purpose”).
- 2.2. The categories of Data Subjects and the types of Personal Data that are the subject matter of this DPA are the contact details of the data subjects that the User decides to sync via the Platform.

3. Term

- 3.1. This DPA shall come into force on the same day as the Agreement. It terminates automatically (by law and without notification) at the moment of termination or

expiration of the Agreement.

4. Rights and obligations of the User

- 4.1. User shall be responsible for complying with all its obligations as set out in the GDPR, including ensuring compliance with the principles relating to the Processing of Personal Data as set out in Article 5 of the GDPR.
- 4.2. User warrants that it has the right to process the Personal Data via the Platform. The User shall indemnify PieSync and hold it harmless against and in respect to any and all claims, damages, losses, fines, costs, expenses, obligations, liabilities, actions, suits, including without limitation, interest and penalties, reasonable attorneys' fees and costs and all amounts paid in settlement of any claim, action or suit that may be asserted against PieSync or that PieSync shall incur or suffer that arise out of, result from or relate to the non-fulfilment or breach of any obligation of this DPA or the GDPR by User.

5. Rights and obligations of PieSync

- 5.1. PieSync shall be responsible for complying with the terms of this DPA and the obligations as set out in the GDPR.
- 5.2. PieSync shall process the Personal Data upon instruction of the User only.
- 5.3. PieSync shall ensure that the persons in its organisation, authorised to Process Personal Data, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 5.4. PieSync shall implement appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction, loss, alteration and unauthorized disclosure of or access to the Personal Data. PieSync will take into account the state of the art, the costs of the implementation of the measures, and the nature, scope, context and Purpose as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects.
- 5.5. Upon the User's request and taking into account the nature of the Processing, PieSync shall assist the User by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the User's obligation to respond to requests for exercising the Data Subject's rights as set out in the applicable data protection legislation. PieSync shall notify User of any requests received from a Data Subject regarding the Processing. User shall be responsible for handling and replying to such requests. PieSync shall be entitled to receive compensation for such assistance as per its hourly rates, or such other rates as agreed between the Parties.

- 5.6. Upon the User's request and taking into account the nature of the Processing and the information available to PieSync, PieSync shall provide all reasonable assistance to the User in order to allow the User to comply with its obligations relating to (i) the security of processing, (ii) the notification of a Data Breach to the Supervisory Authority or the Data Subject as further set out in Clause 8, (iii) the carrying out of a data protection impact assessment and the prior notification to the Supervisory Authority. PieSync shall be entitled to receive compensation for such assistance as per its hourly rates, or such other rates as agreed between the Parties.
- 5.7. PieSync shall make available all information necessary to demonstrate compliance with its obligations as laid down in this DPA and contribute to audits, including inspections conducted by the User or its chosen auditor, in accordance with Article 7.

6. Sub-processing

- 6.1. User consents in principle to the use of Sub-Processors by PieSync.
- 6.2. In the event PieSync makes use of a Sub-Processor, PieSync will enter into a data processing agreement with such Sub-Processor that is as strict as this DPA. PieSync shall remain fully liable to the User for the performance of the Sub-Processor.
- 6.3. User understands that, under the Agreement, PieSync syncs between several online tools and apps. PieSync is not responsible for the processing of these tools and apps and accepts that these tools and apps are not sub-processors of PieSync, but third parties. The User should review the privacy policies of such third party tools and apps and accepts complete responsibility over the processing by these third parties.

7. Audit

- 7.1. Upon User's request, PieSync may demonstrate compliance with its obligations by providing User with the most recent certifications and/or summary audit reports concerning the technical and organisational measures taken. User may ask additional questions and PieSync will reasonably cooperate with User by providing additional information. PieSync may charge User for its cooperation at its usual hourly rates.
- 7.2. In the event no such certifications and/or summary audit reports are available, the following procedure shall apply. The User shall be entitled to audit or have audited PieSync's compliance with this DPA. Any such audit may not take place more than once every contractual year. User shall provide PieSync with at least thirty (30) days prior written notice via registered mail of its intention to perform an audit. The

notification must include the name of the auditor, a description of the purpose and the scope of the audit. The audit shall take place during the normal business hours as are applicable at the location of PieSync.

- 7.3. The audit may be conducted by an internal auditor of User or an external auditor selected by User, provided that the external party could not be considered a competitor of PieSync or provided there is no conflict of interest. PieSync shall be entitled to approve the auditor in advance.
- 7.4. PieSync can limit User's access to PieSync's premises to a room provided by PieSync and the auditor will not be allowed to copy or remove any documentation from PieSync without prior validation and agreement of PieSync.
- 7.5. The User guarantees that the audit is performed in a way that minimizes the inconvenience to PieSync and its business.
- 7.6. User shall impose sufficient obligations of confidentiality on its auditors. In addition thereto, PieSync has the right to demand that the auditors sign a non-disclosure agreement prior to the start of the audit in a form as set out by PieSync. In all cases, it is essential to protect PieSync's confidential information.
- 7.7. User shall, or shall request its external auditors to, send a draft version of the audit report to PieSync. PieSync shall be entitled to present its comments within a timeframe as agreed between Parties. The auditor shall take into account PieSync's comments and shall include such comments in its final report, which shall be distributed to PieSync.
- 7.8. All costs of the audit shall be borne exclusively by the User.

8. Data breach notifications

- 8.1. In the event of a Data Breach, PieSync shall notify User without undue delay after becoming aware of a Data Breach.
- 8.2. The notification shall include, to the extent such information is readily available to PieSync:
 - (a) the nature of the Data Breach including, where possible, the categories and approximate numbers of Data Subjects and Personal Data records concerned;
 - (b) the name and contact details of the data protection officer or other contact point where more information can be obtained;
 - (c) the likely consequences of the Data Breach;
 - (d) the measures taken or proposed to be taken to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

To the extent the preparation of the notification places undue burdens upon PieSync, PieSync shall be entitled to invoice User for its assistance as per its hourly rates or such rates as agreed between Parties.

9. Termination and consequences

- 9.1. This DPA shall end automatically (by law and without notification) upon the later of (i) termination or expiration of the Agreement; or (ii) date of last processing activity.
- 9.2. Upon termination of this DPA, PieSync shall cease its Processing activities. In the event of partial termination of the Agreement, Processing shall cease for such activities as are affected by the partial termination at the moment of partial termination or another moment as agreed between Parties.
- 9.3. PieSync shall at the choice of the User, delete or return all Personal Data related to the terminated Services (in so far as these Personal Data are not needed for non-terminated Services in case of partial termination) and delete existing copies in so far technically possible. PieSync may retain copies in case storage of Personal Data is required for legal or regulatory reasons.

10. Liability

- 10.1. PieSync can solely be held liable for attributable breach of this DPA, or the provisions directly applicable to it by virtue of the applicable Data Protection Legislation, in so far as User has complied with its own obligations as set out in this DPA, the GDPR and other applicable data protection legislation.
- 10.2. In the event PieSync and User are held jointly liable by the Data Subject, User shall compensate the Data Subject in full. User shall be entitled to compensation by PieSync in so far there is an attributable and proven breach of PieSync of the DPA or provisions of the GDPR specifically directed to PieSync, in so far (i) User has complied with its own obligations as set out in this DPA, GDPR and other the applicable data protection legislation and (ii) in proportion to the ratio of the impact of the proven fault of PieSync. Such compensation shall be subject to the limitations of liability as provided for in the Agreement.
- 10.3. In the event PieSync seeks indemnification under Section 4.2 or 10.2, it shall inform the User of a claim as soon as reasonably practicable after it receives notice of the claim, shall permit the User to assume direction and control of the defense of the claim (including the right to settle the claim solely for monetary consideration), and shall cooperate as requested in the defense of the claim.

11. Governing law and disputes

- 11.1. This Data Processing Agreement is governed by Belgian law.
- 11.2. Any dispute arising out of or in connection with this Data Processing Agreement shall be governed by, interpreted and construed in accordance with the laws of Belgium without regard to conflicts of law rules that may result in the application of the laws of any jurisdiction other than Belgium. Venue for any proceeding brought hereunder shall be with the courts residing in Ghent (Belgium).

12. Miscellaneous

- 12.1 If any provision of this DPA is held to be invalid or unenforceable in whole or in part, it shall (to the extent that it is invalid or unenforceable) be deemed to be severable and the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected. If the severed provision is fundamental to the achievement of the purpose of this Agreement, the Parties will negotiate in good faith to remedy the invalidity, illegality or unenforceability of the provision or otherwise amend this DPA to give effect to its purpose.
- 12.1. This DPA may only be modified by a written amendment, signed by the authorized representatives of both Parties.