



Article 1 – Context and objectives of this document

1.1. PIT Business aims to provide its clients with a global view on their activities in order to help them to make the best decisions. To this end, PIT Business develops and distributes software programmes and methodology instruments to support its clients. PIT Business uses, amongst others, the “cloud computing” technology.

1.2. The Terms of Use describe the rights and duties relative to the use of the website www.pit-business.com and the software programmes developed and distributed by PIT Business (“the Platform”). These Terms of Use are agreed between PIT Business s.a.r.l. (“PIT Business”) registered in the Grand Duchy of Luxembourg with its head office located avenue de la Liberté, 74 at 4601 Niederborn and the visitor or the user of the Platform (“User”).

Article 2. General

2.1. Any use, for whatever reason of the Platform automatically implies acceptance by the User of the Privacy Policy and the Terms of Use available on the Platform.

2.2. Besides the Terms of Use and the Privacy Policy, only the documents signed by both parties (by the User and PIT Business) are able to create duties and obligations between the User and PIT Business.

2.3. If one of the parties does not respect one of the clauses of the Terms of Use or the Privacy Policy, it does not mean that it temporarily or definitely renounces to this clause.

2.4. If there is an inconsistency between the title of a clause and the content of the clause, the title will be declared null and void. The intent of the clause will prevail on the title.

2.5. If a clause of the Terms of Use or a clause of the Privacy Policy is considered null and void according to the law, other regulation or following a court order, the clause will be considered as never having been written and it will not affect the rest of the Terms of Use or the Privacy Policy. The other clauses must still be considered as valid and binding.

3. Collect of personal data

3.1. PIT Business collects personal data from the User like e-mail, last name, first name, country and preferred language in order to send information about software developed or sold by PIT Business. Sharing these data is mandatory to get access to software developed or sold by PIT Business.

3.2. In order to improve its products and services, PIT Business would like to get some information about User’s activities or socio-demographic data. PIT Business also records information like the web browser used, the visited pages on www.pit-business.com and the connection time.

4. Use of personal data

4.1. The provided information is used to manage accesses to services and products offered by PIT Business. It is also used for keeping User informed about new products and services offered by PIT Business. PIT Business may also use the information provided by the User in order to monitor his satisfaction about existing or new products and services. Third parties may be mandated to perform surveys and researches. In this specific case, PIT Business will lend the User’s information to a third party. PIT Business will ensure that all rules of good



management of personal data are respected and that data are only used within the scope of the mission requested by PIT Business to the third party.

4.2. PIT Business will not sale or rent User's data to third parties.

4.3. PIT Business will be obliged to transfer User's data to the competent authorities in the case of the following circumstances:

- in order to respect legal requirements;
- if there is a strong presumption that this transfer of information is required in order to protect and defend PIT Business' rights;
- if there is a strong presumption that this action will protect the User of the platform or the User of products and services offered by PIT Business.

5. Opt out and information about products and services developed or distributed by PIT Business

5.1. PIT Business will automatically keep the User informed about the evolution of products and services. If the User does not want to receive this type of information anymore, he should send his request by e-mail to info@pit-business.com .

6. Cookies

6.1. Cookies are 'txt' files located on the hard disk of the User's computer during the visit of a website. PIT Business uses the cookies in order to ease the authentication of the User to the Platform. Cookies are also used in order to monitor, in an anonymous way, the use of the Platform. The connection time and the visited pages are monitored in order to improve products and services offered by PIT Business.

6.2. The User may configure his web browser in order to stop the storage of cookies on his own hard disk. In this case, the User may not be able to enjoy all the functionalities of the Platform.

7. Security of the data

7.1. PIT Business uses experienced security systems in order to protect the data of the User. Nevertheless, the protection of data shared via internet can not be totally warranted by PIT Business. PIT Business cannot be accountable in the case of interception of data shared via internet.

7.2. The User of the platform is accountable for the confidentiality of the credentials, logins, passwords and other ways used to get access to the secured zone. PIT Business will use the most adequate technology in order to protect the IT environment of the User and the IT environment of PIT Business. In order to ensure this protection, PIT Business may, for suspicious situations, suspend the access of the User to the Platform, without any notification. Any unauthorized use or any inappropriate use of the Platform may lead to prosecution.

8. External sites

8.1. In order to facilitate the access of the User to information, the website www.pit-business.com refers to external websites. PIT Business is not accountable for the content published on those website or about their privacy policies. PIT Business recommends the User, visiting those websites, to consult their privacy policy and terms of use.



Nevertheless, if the User meets an abnormal, irregular or illegal practice, PIT Business would like to be notified by e-mail : info@pit-business.com.

9. Evolution of the Privacy Policy

9.1. In order to be compliant with the legislation or a new technology, this Privacy Policy may evolve or be submitted to changes. PIT Business can change this Privacy Policy at anytime, without any notification. If this occurs, the latest version of this Privacy Policy will be immediately available on the website www.pit-business.com. Every User is requested to consult the webpage related to the Privacy Policy on a regular basis. The latest date of update is available on the document.

Any use of the Platform by the User after the latest update means that he agrees with this Privacy Policy.

10. Consultation, correction, update and deletion of data

10.1. If the User wishes to consult, correct, update or delete his personal data, he may address his request by e-mail to info@pit-business.com. PIT Business will handle the request and confirm, within the 15 working days, that the changes have been made.

11. Questions, observations and suggestions

11.1. PIT Business wishes to have a clear and transparent relationship with his clients and partners. PIT Business will always look for a win-win solution. PIT Business invites the User to share all questions, observations and suggestions via e-mail at info@pit-business.com.

Article 12 – Governing law and jurisdiction

12.1. The contracts and any disputes arising (or which are related to them), are governed by the law of the Grand Duchy of Luxembourg.

12.2. Any disputes related to the contracts will be within the jurisdiction of the courts of the Grand Duchy of Luxembourg.
