



PIT Business

### **Article 1 – Context and objectives of this document**

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

1.2. The Terms of Use describe the rights and duties relative to the use of the website [www.pit-business.com](http://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 Niederkorn 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 without reservation, of the following Term of Use (“TOU”) and with the [Privacy Policy](#) available on the Platform.

2.2. These TOU may be completed by specific or supplemental terms of use, in addition to those set forth herein. The User’s terms of use must not conflict with the PIT Business TOU. If this is the case, the latter will prevail.

### **Article 3 – Definitions**

3.1. The database is all the data received, uploaded, downloaded or used by the User via the Platform. Data belonging to the User remains the property of the User. PIT Business makes the analysis and interpretation of this data easier by the User. The data is made available via “cloud computing”.

3.2. “Cloud computing” is the use of computing resources (hardware and software) that are delivered as a service over a network (typically the Internet). PIT Business uses servers located in the European Union.

3.3. An account is the interface in which all data, indicators and flows are supplied to the User. An account is linked to one, and only one, login, identifiable thanks to the User’s e-mail.

3.4. A flow corresponds to the transfer of data between a User’s data source and the database made available to the User by PIT Business.

3.5. The Platform contains the complete PIT Business website ([www.pit-business.com](http://www.pit-business.com)) and the software programmes developed and distributed by PIT Business. The User is allowed to access only those software programmes available in his offer once payment for these software programmes has been made.

3.6. The services cover all the interventions realized by PIT Business’ employees or by third-parties mandated by PIT Business. Those interventions may be requested by the User or estimated as essential by PIT Business. PIT Business duties are defined in article 9 – PIT Responsibility.

3.7. A User is anybody who visits or accesses the Platform. The rules managing the access to the Platform are defined in article 5 – Account set up and registration conditions.

3.8. A visitor is considered like a User and gets the same duties and rights as a User. The same terminology, “User” is used for both visitor and user, as described herein below, in those TOU and in the Privacy Policy.

### **Article 4 – Rights of use**



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4.1. PIT Business allows the User to access his data via his account. This account is strictly personal and the login and password cannot be transferred, lent, sold or leased to third parties, even temporarily, without the written agreement of PIT Business.

4.2. PIT Business may, at the time of advertising, events, conferences and publications in specialized markets as well as its professional business documents and/or platelets avail themselves of services provided to users. In this case, as a courtesy, PIT Business will notify concerned users.

**Article 5 – Account set up and registration conditions**

5.1. Users must be physical persons over 13 years of age, and of sound mind. A Corporation may only be registered with the written agreement of one of its legal representatives.

5.2. PIT Business reserves the right to refuse, suspend or suppress access to all or part of the Platform for any User not respecting the purpose for which the Platform has been designed, or to any User degrading, or what could be construed as degrading, PIT Business's reputation. This will be the same for users who would alter or attempt to alter the Platform or one of PIT Business partners.

5.3. Throughout the whole registration process and during any the use of the Platform, the User undertakes to provide accurate and correct information. If the User does not respect this point, PIT Business may reject, suspend or suppress access to a part or to the whole Platform, without prejudice and without prior notice.

5.4. The login is the e-mail address provided by the User during the registration process. This e-mail address has to be a valid. A registration confirmation will be sent to this address. If the confirmation is not executed within the 24 hours, or if the e-mail address is not valid, the account will not be activated. The User is the only one responsible for the login choice; he will be in charge of respecting the Luxembourg laws on identity theft, on intellectual property, on copyrighting and image rights. The User is also accountable of password choice. The User is able to change it, at anytime, via his account options.

**Article 6 – Use**

6.1. All connection to the Platform via the User's account is the complete responsibility of the User. If the User suspects his account has been used or is being used by a third-party, he must notify as soon as possible, and in writing, PIT Business.

6.2. Once the account has been validated, the User will be able to enjoy the services and relevant software programmes to his offer, provided all payment orders have been completely executed. The User only will be accountable of the data used via the Platform. He is also solely accountable for all decisions he will take. In any case, he cannot blame faulty choices or decisions on PIT Business.

6.3. PIT Business will suppress data that does not respect the purpose for which the Platform has been designed. PIT Business will warn the User. If PIT Business considers that it is its duty, it will transfer information to the competent Luxembourg authorities.

**Article 7 – Offers**

All information about the offer is available on the webpage [www.pit-business.com](http://www.pit-business.com)

Only the information available on this page or in a contract signed by PIT Business' legal representative are opposable to PIT Business.

**Article 8 – Obligations of the parties**

8.1. User's obligations



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8.1.1. Each user must act in an honest and frank way. Concerning commercial law, the User must respect third parties and PIT Business. The User must respect the duties described in the TOU.

8.1.2. The User must not violate any law or rule relevant in the concerned jurisdiction. The User must take care to respect third party rights about the use of personal data. The User will not try to alter or deteriorate PIT Business's reputation or notoriety. The User will not try to redirect other Users to PIT Business's competitors.

8.1.3. The User will not weaken, modify, jeopardize or destroy the Platform. The User will not transfer information not respecting the laws, the rules and good practices via the Platform or another media or tool developed by PIT Business or PIT Business's partners.

8.2. PIT Business obligations

8.2.1. PIT Business undertakes to exercise all necessary due care and diligence to provide products and services. PIT Business responds only to an obligation of means.

8.2.2. PIT Business has no obligation on the performance or quality of services and products.

8.2.3. PIT Business selects its partners and providers with the greatest care. PIT Business cannot exceed the skills, guarantees and quality of the services performed by its partners. If the partners do not realise expectations, PIT Business will use all means to make this happen. PIT Business cannot be held responsible.

8.2.4. PIT Business will do its best to ensure access and use of the Platform 24/7.

8.2.5. PIT Business offers a "software as a service" solution.

8.2.6. PIT Business will delete all illicit contents as soon as possible.

8.2.7. A User can always warn PIT Business via the e-mail [info@pit-business.com](mailto:info@pit-business.com) if he finds illicit content on the Platform.

**Article 9 – Responsibility of the parties**

9.1. PIT Business is not responsible if

- the Platform is out of service due to technical reasons, maintenance or update;
- the Platform is attacked by a malware or by hackers;
- the User uses wrong information; if he uses confidential information; information which it does not own or information acquired by wrongdoing;
- the execution of the contract, or of all other obligations is prevented, limited or disturbed by force majeure cases such as fire, explosion, failure of the transmission network, collapse of facilities, power cut, law, injunctions, authorities request, strike, boycott, epidemic, earthquake or other circumstances outside PIT Business's control. If it should append, PIT Business will notify, as soon as possible, its impossibility to ensure the continuity of services to the User. PIT Business will be exempted from the execution of its obligations depending on the size of this impeachment, limitation or disturbance. On the other side, the User will be exempted from the execution of its obligations if the size of those obligations are related to the execution so prevented, limited or disturbed. This however, is dependent on the User doing its best to avoid or limit the sources causing troubles. Once the troubles are overcome, the obligations will be effective again. The affected party will notify as soon as possible the other party. It will also keep the other party posted.

If the period of troubles should be longer than thirty days after the first notification to the other party, the contract may be terminated if one party requires it, without any prejudice.



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- In case of a failure caused by a fault, which is attributable to PIT Business, the allowances due by PIT Business will correspond to the direct, personal and certain prejudice related to such failure. All indirect prejudices, like commercial prejudice, orders loss, reputational troubles, commercial troubles, benefits loss, clients' loss, will not be taken into account.

In any circumstances, the amount of the damage which may be requested, if the PIT Business responsibility is proven, will be limited to the amount effectively paid by the User to PIT Business for the concerned period or the amount corresponding to the concerned performance price. The lower amount among both will be taken into consideration.

- Back up rules are specified in the contract. However, PIT Business would recommend to the User to make a back up as well.

9.2. The User is the only responsible party for all abnormal or illicit use.

9.3. The User is the only responsible party for all damage caused to third parties. He will assume responsibility for all the consequences of complaints related to his use of the Platform.

9.4. The User knows that the fluctuations of bandwidth and other issues attributable to the internet provider are elements that may cause a discontinuity in the services offered by PIT Business.

9.5. In all cases, the User will have to demonstrate PIT Business fault before PIT Business' responsibility are engaged. This responsibility will be limited to the direct damage.

#### **Article 10 – Protection of personal data**

Each User is invited to regularly visit the [Privacy Policy](#) document available on [www.pit-business.com](http://www.pit-business.com).

#### **Article 11 – Cloud computing**

PIT Business offers a solution “software as a service” via “cloud-computing”. The servers are located in the European Union.

#### **Article 12 – Intellectual property**

12.1. PIT Business is the only owner of brands, logos, slogans, graphic designs, pictures, animation, illustrations and texts available on the Platform except those of the partners. Use without prior written permission is illegal. PIT Business will use all legal recourses to ensure its owner rights are respected.

12.2. Any complete or partial reproduction of the Platform or his content, by any method, without the prior written permission of PIT Business will be considered a violation to the laws and regulations related to intellectual property protection.

12.3. Any use of a hyperlink pointing directly to a specific page or other resource of the Platform is totally forbidden without the prior written permission of PIT Business. Only the reference to the home page [www.pit-business.com](http://www.pit-business.com) is authorized.

#### **Article 13 – Modification**

PIT Business can modify these Terms of Use anytime and without prior notification. Any changes will take place the first day of the month following the publication of those TOU.

The new TOU are relevant for all new registrations done after the publication of the new version of the TOU.



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The existing contracts will remain administered by the previous TOU, except if the contracting parties accept the new version.

#### **Article 14 – Termination**

14.1. The kind of version chosen determines the duration of the contract between the User and PIT Business.

14.2. Concerning the free version, this is an indefinite contract. Each party may terminate the contract without any justification. The other party cannot ask for any kind of damages. If the User wants to close his account, he will send a request by e-mail to [info@pit-business.com](mailto:info@pit-business.com). The User will have to notify clearly that he wants to recover his data. If the User does not clearly specify that he wants to recover his data, the data will be immediately and irrevocably deleted.

Concerning other version, this is a fixed-term contract. Those TOU will apply and will be completed with specific terms.

14.3. Without any prejudice to the clauses in the TOU, PIT Business can close an account without any prior notification or any warning if severe doubts exist about the loyalty of the User regarding its obligations and duties to PIT Business or one of its partners.

14.4. Without any prejudice to other clauses available in the TOU, PIT Business can close an account if within fifteen days after the notification by e-mail that severe doubts exist about the loyalty of the User, the User did not act in order to clarify the situation and prove his loyalty.

14.5. In case of suspension or closing of an account because of the security of the Platform, the User will not seek damages from PIT Business for any prejudice.

14.6. The Users will be notified by e-mail in case of suspension or closing of their account. The User will notify PIT Business to request the erasing of the uploaded data. According to the regulation of the Grand-Duchy of Luxembourg, PIT Business may conserve the data for a longer period or erase it as soon as possible.

14.7. If a User of the free version does not sign in to the Platform within thirty days, he will be notified by e-mail asking him if he wants to keep his account. If he wants to, he must sign in to the Platform by using his login and password within the four following days. If he does not sign in within the four days following the sending of the first e-mail, a second e-mail will be sent requesting him to connect to his account. If he still does not connect to his account within the following six days, the account of the User will be deleted and the data the User had uploaded will be erased without another notification.

14.8. If the User wants to recover his data, he must notify PIT Business within at least the six days following the sending of the second e-mail. If the User does not notify PIT Business of his wish to recover the data, PIT Business will erase the data without notification.

#### **Article 15 – General**

15.1. Besides the TOU and the Privacy Policy, only the documents signed both by the User and PIT Business are able to create duties and obligations between the User and PIT Business.

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

15.3. 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.

15.4. If a clause of the TOU 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 TOU or the Privacy Policy. The other clauses must still be considered as valid and binding.



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## Terms of Use

Version of January 2015

### **Article 16 – Governing law and jurisdiction**

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

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