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Terms of use

Cevinio – Last modified: May 24, 2018

1. Your relationship with Cevinio

1.1 Your use of Cevinio's products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by Cevinio under a separate written agreement) is subject to the terms of a legal agreement between you and Cevinio. "Cevinio" means Cevinio BV, whose principal place of business is at Hofplein 20, 3032AC, Rotterdam, The Netherlands. This document explains how the agreement is made up, and sets out some of the terms of that agreement. Use of the Cevinio products is solely allowed by businesses with a valid company registration number and, if applicable, valid Tax number.

1.2 Unless otherwise agreed in writing with Cevinio, your agreement with Cevinio will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 Your agreement with Cevinio will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Cevinio in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

- (A) clicking to accept or agree to the Terms, where this option is made available to you by Cevinio in the user interface for any Service; or
- (B) by actually using the Services. In this case, you understand and agree that Cevinio will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Cevinio, or (b) you are a person

barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Language of the Terms

3.1 Where Cevinio has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Cevinio.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by Cevinio

4.1 Cevinio has affiliated legal entities and may have subsidiaries (“Subsidiaries and Affiliates”). Sometimes, these companies will be providing the Services to you on behalf of Cevinio itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 Cevinio is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Cevinio provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that Cevinio may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Cevinio’s sole discretion, without prior notice to you. Cevinio’s policy is not to terminate functionalities of the Services without a prior notice of at least 12 months. You may stop using the Services at any time. You do not need to specifically inform Cevinio when you stop using the Services.

4.4 You acknowledge and agree that if Cevinio disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account. Accounts will not be disabled when users do not violate the Terms.

5. Use of the Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration

process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Cevinio will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Cevinio, unless you have been specifically allowed to do so in a separate agreement with Cevinio.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with Cevinio, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that Cevinio has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Cevinio may suffer) of any such breach.

5.7 For certain software and service you need to pay. To purchase payable products and services you need a sufficient balance of Cevinio credit, which can be purchased by you from Cevinio and will be allocated to your user account (Cevinio Credit). You must deposit sufficient Cevinio Credit in your user account through your debit or credit card, voucher or via payment of received invoice from Cevinio. Cevinio reserves the right to stop accepting debit or credit cards from one of more issuers. Cevinio-Credits are non-refundable. Cevinio remains the right to block your account in case of insufficient Cevinio Credits in your user account. Annual subscriptions are renewed automatically for a period of one year. You may terminate the annual subscription, upon delivery of a written notice, prior to one month before the due date for the annual subscription.

6. Your passwords and account security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to Cevinio for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Cevinio immediately via support@cevinio.com

7. Privacy and your personal information

7.1 For information about Cevinio's data protection practices, please read Cevinio's Privacy Policy at <http://www.Cevinio.com> This Privacy Policy explains how Cevinio treats your personal information, and protects your privacy, when you use the Services.

7.2 You agree to the use of your data in accordance with Cevinio's Privacy Policy.

8. Content in the Services

8.1 You understand that all information (such as data files, invoices, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

8.2 deleted

8.3 deleted

8.4 deleted

8.5 You agree that you are solely responsible for (and that Cevinio has no responsibility to you or to any third party for) anyContent that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Cevinio may suffer) by doing so.

9. Proprietary rights

9.1 You acknowledge and agree that Cevinio (or Cevinio's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Cevinio and that you shall not disclose such information without Cevinio's prior written consent.

9.2 Unless you have agreed otherwise in writing with Cevinio, nothing in the Terms gives you a right to use any of Cevinio's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Cevinio, then you agree that your use of such features shall be in compliance with that agreement.

9.4 Other than the limited license set forth in Section 11, Cevinio acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Cevinio, you agree that you are responsible for protecting and enforcing those rights and that Cevinio has no obligation to do so on your behalf.

9.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.6 Unless you have been expressly authorized to do so in writing by Cevinio, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

10. Licence from Cevinio

10.1 Cevinio gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by Cevinio as part of the Services as provided to you by Cevinio (referred to as the “Software” below). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Cevinio, in the manner permitted by the Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Cevinio, in writing.

10.3 Unless Cevinio has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11. Content licence from you

11.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give Cevinio a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This licence is for the sole purpose of enabling Cevinio to display, distribute and promote the Services

and may be revoked for certain Services as defined in the Additional Terms of those Services.

11.2 This license does not include a right for Cevinio to make such Content available to other companies or organizations, unless you specifically authorize Cevinio to do differently.

11.3 You understand that Cevinio, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit Cevinio to take these actions.

11.4 You confirm and warrant to Cevinio that you have all the rights, power and authority necessary to grant the above licence.

12. Software updates

12.1 The Software which you use may automatically download and install updates from time to time from Cevinio. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Cevinio to deliver these to you) as part of your use of the Services.

13. Ending your relationship with Cevinio

13.1 The Terms will continue to apply until terminated by either you or Cevinio as set out below.

13.2 If you want to terminate your legal agreement with Cevinio, you may do so by (a) notifying Cevinio at any time and (b) closing your accounts for all of the Services which you use, where Cevinio has made this option available to you. Your notice should be sent, in writing, to Cevinio's address which is set out at the beginning of these Terms.

13.3 Cevinio may at any time, terminate its legal agreement with you if:

- (A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- (B) Cevinio is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- (C) the partner with whom Cevinio offered the Services to you has terminated its relationship with Cevinio or ceased to offer the Services to you; or
- (D) Cevinio is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(E) the provision of the Services to you by Cevinio is, in Cevinio's opinion, no longer commercially viable.

13.4 Nothing in this Section shall affect Cevinio's rights regarding provision of Services under Section 4 of the Terms.

13.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Cevinio have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 20.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

14. Exclusion of Warranties

14.1 The Services are provided "as is" and Cevinio, its Subsidiaries and Affiliates, and its licensors give you no warranty with respect to them.

14.2 In particular, Cevinio, its Subsidiaries and Affiliates, and licensors do not represent or warrant to you that:

- (A) your use of the Services will meet your requirements,
- (B) your use of the Services will be uninterrupted, timely, secure or free from error,
- (C) any information obtained by you as a result of your use of the Services will be accurate or reliable, and
- (D) that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

14.3 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

14.4 Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

15. Limitation of Liability

15.1 Nothing in these Terms shall exclude or limit Cevinio's liability for losses which may not be lawfully excluded or limited by applicable law.

15.2 Subject to overall provision in paragraph 15.1 above, Cevinio, its Subsidiaries and Affiliates, and its licensors shall not be liable to you for:

- (A) any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;
- (B) any loss or damage which may be incurred by you as a result of:
 - (i) deleted;

(ii) any changes which Cevinio may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);

(iii) the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;

(iv) your failure to provide Cevinio with accurate account information;

(v) your failure to keep your password or account details secure and confidential;

(vi) your failure to have sufficient Cevinio Credit in your user account;

15.3 The limitations on Cevinio's liability to you in paragraph 15.2 above shall apply whether or not Cevinio has been advised of or should have been aware of the possibility of any such losses arising.

16. Copyright and trade mark policies

16.1 It is Cevinio's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States) and to terminating the accounts of repeat infringers.

16.2 Cevinio operates a trade mark complaints procedure in respect of Cevinio's advertising business, details, please send an email to support@cevinio.com for more information.

17. deleted

18. Other content

18.1 The Services may include hyperlinks to other web sites or content or resources. Cevinio may have no control over any web sites or resources which are provided by companies or persons other than Cevinio.

18.2 You acknowledge and agree that Cevinio is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

18.3 You acknowledge and agree that Cevinio is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

19. Changes to the Terms

19.1 Cevinio may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Cevinio will make a new

copy of the Universal Terms available and any new Additional Terms will be made available to you from within, or through, the affected Services.

19.2 You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, Cevinio will treat your use as acceptance of the updated Universal Terms or Additional Terms.

20. General legal terms

20.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

20.2 The Terms constitute the whole legal agreement between you and Cevinio and govern your use of the Services (but excluding any services which Cevinio may provide to you under a separate written agreement), and completely replace any prior agreements between you and Cevinio in relation to the Services.

20.3 You agree that Cevinio may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

20.4 You agree that if Cevinio does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Cevinio has the benefit of under any applicable law), this will not be taken to be a formal waiver of Cevinio's rights and that those rights or remedies will still be available to Cevinio.

20.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.6 You acknowledge and agree that each member of the group of companies of which Cevinio is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

20.7 The Terms, and your relationship with Cevinio under the Terms, shall be governed by Dutch law. You and Cevinio agree to submit to the exclusive jurisdiction of the courts of the Netherlands to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Cevinio shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Privacy Policy

Last modified: May 24, 2018

This website (the “Website”) and the Cevinio application (“Cevinio Application”), collectively “Cevinio” is operated by Cevinio B.V. on behalf of ourselves, our group companies, international partnerships and affiliated organizations (“**CEVINIO**”, “**we**”, “**our**” or “**us**”).

Your privacy

We recognize that when you choose to provide us with information about yourself, you trust us to act in a responsible manner. This Privacy Notice explains who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights.

This applies to personal information that we collect through the Website or when engaging in our relationship or potential relationship with you (or your organization) as a supplier, client or business partner.

Our services

There are many different ways you can use our services – to activate and use business application, exchange digital content. When you share information with us, we can make those services even better, to help you connect with business relations or to make sharing information with others quicker and easier. As you use our services, we want you to be clear how we’re using information and the ways in which you can protect your privacy.

Our Privacy Policy explains:

- What information we collect and why we collect it.
- How we use that information.
- The choices we offer, including how to access and update information.

Use of the Cevinio products and services is solely allowed by businesses with a valid company registration number and, if applicable, valid Tax number.

We will process personal data that is stored within Cevinio in accordance with our standard data processing agreement. A signed copy of this agreement is provided on our website. If you are a data controller you can download and cosign this document to meet your statutory personal data protection obligations. When you do so please send us a .pdf copy of the fully signed agreement.

Information we collect

We collect information to provide better services to all of our users – from figuring out basic stuff like which language you select, to more complex things like which apps you’ll find most useful.

- We collect information in the following ways:
- Information you give us. For example, our services require you to sign up for a Cevinio Account. When you do, we'll ask for personal information, like your name, email address, telephone number.
- Information we get from your use of our services. We collect information about the services that you use and how you use them. This information includes:
 - Log information
 - When you use our services or view content provided by Cevinio, we automatically collect and store certain information in server logs. This includes:
 - details of how you used our service, such as your search queries and what actions you perform.
 - device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
 - cookies that may uniquely identify your browser or your Cevinio Account.
- Location information. When you use Cevinio services, we may collect and process information about your actual location.
- We may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage (including HTML 5) and application data caches.
- Cookies and similar technologies
- We and our partners use various technologies to collect and store information when you visit a Cevinio service, and this may include using cookies or similar technologies to identify your browser or device. We also use these technologies to collect and store information when you interact with services we offer to our partners.
- Information we collect when you are signed in to Cevinio, in addition to information we obtain about you from partners, may be associated with your Cevinio Account. When information is associated with your Cevinio Account, we treat it as personal information.
- We don't collect sensitive personal information

How we use information we collect

We use the information we collect from all of our services to provide, maintain, protect and improve them, to develop new ones, and to protect Cevinio and our users.

We may use the name you provide for your Cevinio Profile across all of the services we offer that require a Cevinio Account. If you have a Cevinio Account, we may display your Profile name, and actions you take on Cevinio or on third-party applications connected to your Cevinio Account.

When you contact Cevinio, we keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements.

We use information collected from cookies and other technologies, like pixel tags, to improve your user experience and the overall quality of our services. For example, by saving your language preferences, we'll be able to have our services appear in the language you prefer.

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

Cevinio can process personal information on our servers in different countries around the world. We may process your personal information on a server located outside the country where you live. We run your data explicitly only in Europe or US or Asia, without synchronizations between these locations (unless requested by client). We inform you where your data is located and will not change the location without approval.

Accessing and updating your personal information

Whenever you use our services, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

Information we share

We do not share personal information with companies, organizations and individuals outside of Cevinio unless one of the following circumstances applies:

- With your consent
- We will share personal information with companies, organizations or individuals outside of Cevinio when we have your consent to do so. We require opt-in consent for the sharing of any sensitive personal information.
- With administrator users of your organization if strictly needed
- If your Cevinio Account is managed for you by a white label version. Your domain administrator may be able to:
 - view statistics regarding your account, like statistics regarding applications you install.
 - suspend or terminate your account access.
 - access or retain information stored as part of your account.
 - receive your account information in order to satisfy applicable law, regulation, legal process or enforceable governmental request.
 - restrict your ability to delete or edit information or privacy settings.
 - Please refer to your domain white label privacy policy for more information.
- We provide personal information to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.
- For legal reasons
- We will share personal information with companies, organizations or individuals outside of Cevinio if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
 - meet any applicable law, regulation, legal process or enforceable governmental request.
 - enforce applicable Terms of Service, including investigation of potential violations.
 - detect, prevent, or otherwise address fraud, security or technical issues.
 - protect against harm to the rights, property or safety of Cevinio, our users or the public as required or permitted by law.
- If Cevinio is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

Information security

We work hard to protect Cevinio and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. In particular:

- We encrypt all of our services using SSL.
- We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We restrict access to personal information to Cevinio employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

When this Privacy Policy applies

Our Privacy Policy applies to all of the services offered by Cevinio and its affiliates, but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Compliance and cooperation with regulatory authorities

We regularly review our compliance with our Privacy Policy. We also adhere to several self regulatory frameworks, including the EU-US Privacy Shield Framework. When we receive formal written complaints, we will contact the person who made the complaint to follow up.

Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page (<http://www.Cevinio.com/user-terms>) and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

Data processing agreement

Cevinio Data Processing Agreement

Version May 2018

As per our Privacy Policy of the Cevinio Terms & Conditions we agreed with you that we shall provide you with a standard data processing agreement which shall govern how we process personal data on your behalf. Below you shall find this agreement. It is entered into by Cevinio B.V. Hofplein 20, 3032AC, Rotterdam (“we”, “us” or “our” and the legal entity or business which is identified below (“you”).

You can accept it by (i) downloading a copy PDF copy of the **Data Processing Agreement** (our “website”) and (ii) returning a fully signed electronic copy by e-mail to us (support@www.Cevinio.com). We will send you a co-signed version back for your files.

1. Definitions

A. An “Applicable Law” means any legislation applicable to the processing, protection, confidentiality or the privacy of Personal Data. “Data Processing” means any operation upon the personal data, including without limitation accessing, collecting, storing, using, organizing, combining, altering, transferring, disclosing or deleting the personal data, carried out in the course of our provision of Cevinio to you. “Disclosure” means any form of disclosure of the Data or any copies thereof to a third party, including, but not limited to, the transfer of data to a third party and the (remote) access to the data by a third party (hereinafter also referred to “Disclose”). “Party” means you or we. “Parties” means you and we together. “Personal Data” means information in any form relating to an individual which is processed in the course of our provision of Cevinio to you. “Third Party” means any party other than the parties to this agreement. “Transfer” of Personal Data means forwarding, copying and providing remote access to Personal Data (hereinafter also referred to as a verb “Transfers”). “User” means the individual Cevinio user whose personal data is processed in connection with his use of Cevinio.

2. Scope

- A. Our provision of Cevinio to you may involve that we process personal data relating to your users. You agree that we only process personal data: (i) that is created and stored by you as part of your use of the Cevinio platform (like logging details of you actions in the platform) or (ii) subscription information that is displayed in your Cevinio settings. Our obligations as a data processor to you are limited to the personal data we have described in this article 2A.
- B. Any personal data that is included in documents which your users create in Cevinio shall be stored by Amazon Web Services (“AWS”) and shall be subject to the applicable AWS privacy policy. You agree that we do not act as data controller nor data processor with

respect to this personal data and that AWS shall be solely liable for any damages incurred by you as a result of the processing of such data.

3. Our obligations as a Data Processor

A. As a data processor we:

1. shall conduct the data processing in accordance with the applicable law, this agreement and all further reasonable commercial instructions you provide to us with regard to the data processing;
2. shall perform the data processing appropriately and accurately and only insofar as needed to provide you with Cevinio; and shall not process personal data for purposes not authorized by you;
3. shall ensure that only our personnel (including the personnel of our hosting party) to the extent required to provide you with Cevinio and enabling us to meet our obligations pursuant to this agreement shall have access to Personal Data and shall require such personnel to protect and maintain the confidentiality and the security of personal data;
4. shall implement the technical and organizational security measures, as specified in Appendix 1, to protect personal data against unauthorized or unlawful processing, accidental or unlawful destruction or accidental loss, alteration, damage, unauthorized disclosure or unauthorized access by any person;
5. shall not disclose personal data to any third party without your prior written approval except if this is our hosting party or if our disclosure is obligated by applicable mandatory law, for example after having been issued with a warrant from a competent law enforcement agency;
6. shall cooperate with you to address and resolve any complaints, requests or inquiries from users, as well as to address any investigations, inspections or audits by any public authority into your practices with respect to data processing.

B. We shall maintain in place procedures to enable compliance with requests for information by users. All such requests shall be answered within four (4) weeks or as may be required by local law after receipt of the request.

C. If you require so and provided you notify us well in advance we shall cooperate with you to perform any risk assessments or audits with regard to the data processing, and shall in particular:

1. provide you with access to any information which may be reasonably necessary to review our hosting facilities, procedures and documentation relating to the data processing; and
2. enable you to have a registered EDP audit us in accordance with article 7 below.

D. If our hosting party notifies us of a suspected security incident involving personal data we shall inform you immediately after having received

this information by sending you an e-mail. This email shall include the information that we have received from our hosting provider.

- E. We shall not keep personal data any longer than necessary for the purpose of providing you with Cevinio. Subject to our legal and regulatory obligations with regard to personal data we shall ensure that we and our hosting provider, when your subscription for Cevinio ends, shall return all personal data to you by providing you with a copy of the database Server table with your Cevinio data. When we have done so we shall be responsible for destroying all personal data related to your users that it in our possession or in the possession of our hosting provider. Subject to the provisions of this article, you hereby authorize and, where relevant, hereby instruct us to:

1. to disclose personal data to our current hosting provider; and
2. to disclose personal data to a third party in order to comply with a legal obligation to which you, we or the user are subject, provided such disclosure is directly related to the services provided under this agreement.
3. Your obligations as a Data Controller

- F. As a data controller you:

1. shall provide us with specific written instructions with regard to the security and confidentiality of personal data in accordance with applicable data protection legislation;
2. shall inform us of any legitimate inspection or audit of the data processing by any competent authority which relates to our data processing; and
3. shall inform us as soon as reasonably possible of any access request, request for correction or blocking of personal data or any objection related to our data processing.

4. Liability

A. Parties to indemnify and hold each other, their representatives and employees harmless against any direct and substantiated losses, agreed fees, penalties, fines, direct claims, direct damages, direct, reasonable and substantiated costs and direct, reasonable out-of-pocket expenses (including external legal fees), and other direct and substantiated liabilities they have actually suffered as a result of the other party's material breach of any representations and warranties contained in this agreement, any data protection obligations or laws in any jurisdiction.

B. Our liability is limited to the maximum amount offered pursuant to the Terms & Conditions that applies to your agreement.

5. Terms and Termination

A. This agreement shall be effective for the duration of your agreement for Cevinio unless terminated by either party in accordance with the terms and conditions of this agreement.

- B. Upon termination or receipt of notice terminating this agreement, we shall as soon as reasonably possible act in accordance with article 3E above.
- C. If a party has not remedied any material breach of this agreement notified to it by the other party within ten (10) days after receipt of such notice, the other party is entitled to terminate this agreement by notice to the failing party without prejudice to any other rights accruing under this agreement or in law.
- D. This agreement may be terminated by the other party in the event that either party:
 - 1. shall or can reasonably be expected to cease business in the ordinary course;
 - 2. becomes insolvent;
 - 3. makes a general assignment for the benefit of its creditors;
 - 4. suffers or permits the appointment of a receiver or a manager for its business assets; or
 - 5. avails itself or becomes subject to any proceeding under bankruptcy laws or any other statutes or laws relating to insolvency or protection of the rights of creditors.

6. Audit

- A. For the duration of this agreement and with a maximum frequency of once per calendar year you shall be entitled to have a registered EDP auditor verify our compliance with the terms of this agreement and with any legislative, judicial and regulatory provision to which you and your organization are subject to ("audit"). To enable an audit we shall allow this EDP auditor access to: (i) our hosting facilities, (ii) our personnel and (iii) our written policies, procedures, processes and controls.
- B. Our obligation to cooperate with your audit is limited to applying our commercially reasonable effort and is subject to compliance by you your EDP auditor with the access policies of our hosting provider.
- C. You shall give at least 14 days notice of an audit.
- D. Any audit shall not unreasonably disrupt our business operations.
- E. Promptly after the issuance of any audit report or findings, you and we shall meet to review such audit report and findings. We shall consequently at our own expense, undertake reasonable all commercial reasonable remedial action to address and resolve any material deficiencies arising out of any audit.
- F. You shall be responsible for the cost of the audit. If and to the extent the audit report identifies any material deficiencies we shall only be required to meet our obligations pursuant to article 7E. We shall not be required to pay you any related damages, including but not limited to the audit costs.

7. Governing Law

- A. This agreement is governed by and construed in accordance with the laws of the Netherlands.
- B. Any disputes arising out of, or in connection with this agreement shall be settled by the competent courts in the legal district of Rotterdam.

8. Miscellaneous

- A. Force Majeure
1. In the event of a Force Majeure situation (as defined hereinafter) the party being delayed shall inform the other party as soon as possible but in any event within three (3) days after the commencement of such Force Majeure situation specifying the nature of the Force Majeure situation as well as the estimated duration thereof. In the event the Force Majeure situation continues for a period of more than thirty (30) days, then either party is entitled to terminate this agreement together with the Terms & Conditions for the agreement for Cevinio by simple notice in writing and without either party being liable for damages towards the other party. If the affected party does not wish to terminate this agreement in accordance with the above, the respective parties' rights and obligations shall be suspended and a new time schedule shall be agreed upon between the parties.
 2. "Force Majeure" shall be understood to mean and include damage or delay caused by unavailability of telecommunications connections and underlying infrastructure, acts or regulations or decrees of any government (de facto or de jure) natural phenomena such as earthquakes and floods, fires, riots, wars, freight embargoes, lockouts or other causes whether similar or dissimilar to those enumerated above unforeseeable and beyond the reasonable control of the pertaining parties and which prevent the total or partial carrying out of any obligation pursuant to this Agreement.
- B. Listing of Annexes
1. Annex 1 shall be deemed to form, be read and construed as an integral part of this agreement. If any conflict appears between the terms and conditions of the body of this agreement and any of the above documents, the terms and conditions contained in the body of this agreement shall prevail.

As signed in duplicate on the dates identified below:

Data Processor

Data Controller:

By: Cevinio

By:

Name: Jeroen Volk

Name:

Position: CEO

Position:

Date: May 24, 2018

Date:

Appendix 1 Technical and Organizational Measures

Pursuant to article 3.A.4. of this agreement, we shall:

1. adopt and implement policies and standards related to information security;
2. assign responsibility for information security management;
3. devote adequate personnel resources to information security;
4. perform background checks on permanent staff that shall have access to personal data (where practicable and lawful in each relevant jurisdiction);
5. require our employees, vendors and others to abide by our information security standards and other privacy policies (as such may be revised from time to time), which standards and policies may include confidentiality provisions;
6. conduct training to make employees aware of information security risks and to enhance compliance with our policies and standards relating to data protection;
7. have procedures in place in an attempt to prevent unauthorized access to personal data through the use, as appropriate, of physical and logical (password) entry controls, secure areas for processing and built in system audit trails;
8. protect personal maintained in online systems through the use, as appropriate, of secure passwords, network intrusion detection technology, encryption and authentication technology, secure log on procedures, and virus protection;
9. ensure compliance with our policies and standards related to data protection on an ongoing basis.

Legal statement Cevinio Website

Cevinio – Last modified: May, 2013

The purpose of this Web site is to provide users with information about the Cevinio.com Web service. Though we believe this information to be accurate at the time of its posting, there may be omissions or inaccuracies in this information.

Cevinio is not responsible for any errors or omissions in the information contained in this Web site, or for the results obtained from the use of any information contained herein. All information in this Web site is provided “as is”, with no guarantee of completeness, accuracy, timeliness, or of the results obtained from the use of this information. Cevinio makes no warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability or fitness for a particular purpose. Cevinio also makes no representations or warranties with respect to the accessibility or availability of the Web site to any user. In no event will Cevinio, its affiliated entities, or their officers, directors, partners or employees be liable to any party for any damages of any kind whatsoever, including consequential damages, arising from any use of or inability to use this Web site, or any information provided herein, or decision made or action taken in reliance upon such information, even if advised of the possibility of such damages.

Certain links in this Web site connect to other Web sites maintained by third parties. Cevinio has no control over these Web sites or the information, or the goods or services provided by such third parties. Cevinio shall have no liability for any use or reliance of a user on these third party Web sites. Cevinio reserves the right to make changes and/or updates with respect to the information, products and services referred to in this Web site at anytime without notice.

Update Terms of Service January 3, 2014

Today the Terms of Service are updated and effective. The updates are the result of questions from users to be more specific about the use of invoice data by Cevinio and a periodic review of the Terms. Of course we won't let you search for the differences. The following changes were processed:

Cevinio Terms of Service

1.1 address changed from Suite B, to 29B

4.3 the following sentence is added: Cevinio's policy is not to terminate functionalities of the Services without a prior notice of at least 12 months.

4.4 the following sentence is added: Accounts will not be disabled when users do not violate the Terms.

4.5 fully deleted: You acknowledge and agree that while Cevinio may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Cevinio at any time, at Cevinio's discretion.

5.7 part of the sentence deleted: and are valid for a period of 90 days in case you don't use your credits

7.1 a few times replaced "privacy policy" by "Privacy Policy"

8.1 In the first sentence added "invoices"

Cevinio Privacy Policy

In the first paragraph the following sentence deleted: In addition, where more detailed information is needed to explain our privacy practices, we post separate privacy notices to describe how particular services process personal information, which are accessible from the navigation bar to the left of this notice.

in the 4th paragraph ",such as Cevinio" replace by "such as the Cevinio website".

In the 4th paragraph "our advertising programs" replace by "premium products".

In the 13th paragraph "Cevinio processes personal information on our servers in the United Kingdom, the United States of America and in other countries." replaced by "Cevinio processes personal information on our servers in the United Kingdom and the United States of America" and "advertising partners" replaced by "premium product partners"

Just below header: Information Sharing the following sentence added:

“Cevinio does not use the information stored by users and companies without prior consent. When information is owned by two parties (for example: A sender and a receiver of an invoice), each party is considered the owner of the information. Each owner can elect to share or use information.”

In the next paragraph: “Cevinio only shares personal information with other companies or individuals outside of Cevinio in the following limited circumstances:” by “Cevinio only shares or uses information with other companies or individuals outside of Cevinio in the following limited circumstances:”

In the next paragraph: “We require opt-in consent for the sharing of any sensitive personal information.” replaced by “We require opt-in consent for the sharing of any sensitive information.”

2 paragraphs under the header “Information security”, changes to the following sentence, from “We may share with third parties certain pieces of aggregated, non-personal information **), such as the number of users who searched for a particular term” to “We may share with third parties certain pieces of aggregated, non-personal information **), such as the number of users who use certain premium products” at various places updates of the address: “Weena 690, suite B” replaced by “Weena 690-29B”

At the end the sentence ““Aggregate non-personal information” is information that is recorded about users and collected into groups so that it no longer reflects or references an individually identifiable user.” changed in ““Aggregate non-personal information” is information that is recorded and collected into groups so that it no longer reflects or references an individually identifiable user.

Legal statement Cevinio website

No changes

Cevinio Security Policy

2 typo's updated and the address updated as described above

Cevinio strives for maximum transparency with regard to the Terms of Service. Should any changes be made in the future, we will report it again appropriately.

Update Terms of Service July 1, 2020

Today the Terms of Service are updated and effective. The updates are the result of questions from users to be more specific about the use of invoice data by Cevinio and a periodic review of the Terms. Of course we won't let you search for the differences.

This update also includes the our standard data processing agreement privacy policies under the new General Data Protection Regulation, that becomes effective May 25, 2018. The following changes where processed:

Cevinio Terms of Service

1.1 Our address is changed to Hofplein 20, 3032AC, Rotterdam, The Netherlands

We also added:

Use of the Cevinio products is solely allowed by businesses with a valid company registration number and, if applicable, valid Tax number.

We deleted 8.2, 8.3 and 8.4:

8.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Cevinio (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Cevinio or by the owners of that Content, in a separate agreement.

8.3 Cevinio reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, Cevinio may provide tools to filter out explicit sexual content. In addition, there are commercially available services and software to limit access to material that you may find objectionable.

8.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

We deleted in 15.2:

(i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services;

We deleted the paragraph 17 about advertising.

17. Advertisements

17.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

17.2 The manner, mode and extent of advertising by Cevinio on the Services are subject to change without specific notice to you.

17.3 In consideration for Cevinio granting you access to and use of the Services, you agree that Cevinio may place such advertising on the Services.