

ThinkingTeam - Terms & Conditions

By using the Services (as defined below) you agree to be bound by these Terms & Conditions.

If you are using the Services on behalf of a legal entity, you are agreeing to these Terms & Conditions for that legal entity and promising that you have the authority to bind that legal entity to these Terms & Conditions. In that case, “you” and “your” will refer to that legal entity.

You may use the Services only in compliance with these Terms & Conditions. You may use the Services only if you have the power to form a contract with ThinkingTeam and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our discretion.

1. Definitions and interpretation

1.1. In the context of this Agreement, the following words shall have the following meaning:

“**Acceptable Use Policy**” means the rules of conduct and the rules of use in relation to the Services and the Cloud System, as set out in Annex 3 “Acceptable Use Policy”. The Acceptable Use Policy does not in any manner restrict or limit the obligations of the Client set out in these Terms & Conditions.

“**Agreement**” means these Terms & Conditions and all annexes that are referenced therein.

“**Client**” means the client that has ordered the Services, as identified in the Order.

“**Client Materials**” means the information that is processed by and/or stored on the Cloud System by the Client as a result of the Client’s use of the Services. The Client Materials may or may not be stored on the Cloud System, depending on the Service that is being used by the Client.

“**Cloud System**” means the combination of hardware, software and technology that ThinkingTeam uses to provide the Services to the Client.

“**Commencement Date**” means the date set out in the Order or the date on which the Client has first accessed to or used the Services, whichever comes first.

“**Confidential Information**” means all information disclosed by either Party to the other Party in the context of the Agreement, that is marked "confidential" or "proprietary" (including, for the avoidance of doubt, any other similar word), including orally conveyed information designated confidential at the time of disclosure provided that it is reduced to a written summary marked "confidential" that is supplied to the other Party within thirty (30) days of the oral disclosure, as well as all other information that is disclosed in the context of the Agreement and that should reasonably be considered as confidential by the recipient due to its nature or the manner of disclosure. ThinkingTeam shall always treat the Client Materials as Confidential Information.

“**Contract Period**” means the contract duration as agreed between parties as defined in the Order. Standard duration is a Contract Year and will apply unless defined otherwise in the Order. A Client can specify also 1 month or 4 years as Contract Period (other fees apply).

“**Contract Year**” means a period of 12 calendar months starting from the Commencement Date and, subsequently, a period of 12 calendar months from each anniversary date of the Commencement Date. If the Agreement is terminated before the end of a Contract Year, then that Contract Year shall terminate when the termination of the Agreement takes effect.

“**Device**” is any computer used to access the ThinkingTeam Service, including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic device.

“**End User**” means any user accessing the Services.

“Force Majeure” means any cause beyond the reasonable control of the Party that is subject thereto, including (but not limited to) acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

“Intellectual Property Rights” means, without being limited thereto, all present and future patents, design rights (registered and unregistered), trademarks (registered and unregistered), copyrights, database rights and all applications for any of such rights together with any similar rights of whatever nature existing throughout the world.

“Order” means the order, either in electronic or paper form, that (i) identifies the Client and (ii) describes the Services that the Client has ordered.

“Party” means ThinkingTeam or the Client and **“Parties”** means ThinkingTeam and the Client.

“Personal Data” has the meaning given in article 1, §1 of the Law of 8 December 1992 in relation to the protection of privacy in relation to the processing of personal data (as modified subsequently) and which has implemented EU Directive 1995/46/EC.

“Services” means the services to be provided through means of the Cloud System, in accordance with the Order and as further described in Annex 3 “Cloud Service Description”.

“Service Levels” means the applicable service levels, if part of the Order, as described in Annex 2 “Service Level Agreement”.

- 1.2. The titles and headings are included for convenience only and shall not serve to interpret the Agreement.
- 1.3. In the event of any conflict between the these Terms & Conditions, the Order and/or the provisions of any of the Schedules, the order of precedence shall be as follows:
 - 1.3.1. these Terms & Conditions;
 - 1.3.2. the annexes to these Terms & Conditions;
 - 1.3.2.1. Annex 1 “Acceptable Use Policy”
 - 1.3.2.2. Annex 2 “Privacy Policy”
 - 1.3.2.3. Annex 3 “Cloud Service Description”
 - 1.3.3. the Order.

2. Scope of the Agreement

- 2.1. The purpose of this Agreement is to set out the terms and conditions under which ThinkingTeam provides, and the Client may access and use, the Cloud System and the Services.
- 2.2. Unless explicitly provided otherwise, the obligations of ThinkingTeam are obligations of means (“obligations de moyens” / “middelenverbintenissen”). Obligations that are subject to Service Levels are always obligations of result (“obligations de résultat” / “resultaatsverbintenissen”).

3. Duration

- 3.1. The term of this Agreement shall commence on the Commencement Date and shall remain in force until terminated by ThinkingTeam or the Client in accordance with Clause 4 or upon expiry of the Contract Period.
- 3.2. Duration depend on the chosen Contract Period. When client ends this Agreement earlier than specified Contract Period, the remaining period until the normal expiry date of the Contract Period is due to be paid immediately.

4. Termination

Termination for cause

- 4.1. This Agreement may be terminated by either Party, by registered letter with immediate effect in case:
 - 4.1.1. the other Party commits a material breach of any of its obligations under the Agreement and that other Party fails to remedy such material breach within a period of 30 days after notice by registered letter with delivery receipt requesting that other Party to remedy the material breach.
 - 4.1.2. the other Party ceases his profession or business or if there is a threat of cessation, or in case of bankruptcy or evident insolvency or general cessation of payment;
- 4.2. This Agreement may be wholly or partly terminated by ThinkingTeam by registered letter with immediate effect:
 - 4.2.1. If the Client breaches consistently or repeatedly any of its obligations under the Agreement, even in the event the Client cures such breaches;
 - 4.2.2. if any act or omission by the Client results in a suspension of any part of the Services pursuant to Clause 7.1 and the causes for such suspension are not remedied within a period of 10 days following the suspension of any part of the Services;
 - 4.2.3. in order to comply with the law or requests of governmental or regulatory entities;

Effects of termination

- 4.3. Upon termination of this Agreement:
 - 4.3.1. the Client remains responsible for all fees and charges incurred through the date of termination;
 - 4.3.2. the Client shall immediately return or, if so instructed by ThinkingTeam, destroy all ThinkingTeam content in its possession; and
- 4.4. Termination shall not affect obligations under this Agreement which were explicitly or implicitly intended to survive termination of this Agreement. This includes (but is not limited to) the obligations under Clause 10 and Clause 13.

5. Obligations of ThinkingTeam

- 5.1. ThinkingTeam shall perform the Agreement as a professional IT service provider.
- 5.2. ThinkingTeam shall provide the Services to the Client in accordance with the Service Levels, if any. If no Service Levels apply, ThinkingTeam shall use reasonable effort to provide the Services in an uninterrupted manner.

6. Obligations of the Client

- 6.1. The Client is solely liable for the use of the Services, including (but not limited to):
 - 6.1.1. the use of the Services and/or the Cloud System in relation to the Client Materials;
 - 6.1.2. compliance of the Client Materials with applicable laws and regulations;
 - 6.1.3. any claims relating to the Client Materials;
- 6.2. The Clients shall implement appropriate security, protection and backup of the Client Materials.
- 6.3. The Client accepts to provide reasonable assistance to ThinkingTeam in relation to any investigation carried out by ThinkingTeam in relation the Services, any unauthorized use of the Service and/or any (suspected) infringement of the Acceptable Use Policy or the security measures.
- 6.4. Files and other content in the Services may be protected by Intellectual Property Rights of third parties. The Client shall refrain from copying, uploading, downloading, sharing or

otherwise using files and other content unless the Client has the right to do so. Client, not ThinkingTeam, shall be fully responsible and liable for what it copies, shares, uploads, downloads or otherwise uses while using the Services. Client must not upload spyware or any other malicious or harmful software to the Service.

- 6.5. Client, and not ThinkingTeam, is responsible for maintaining and protecting all of the Client Materials. ThinkingTeam will not be liable for any loss or corruption of Client Materials, or for any costs or expenses associated with backing up or restoring any of Client Materials.
- 6.6. If your contact information or other information related to your account changes, you must notify us promptly and keep your information current.
- 6.7. The Services provide features that allow the Client to share Client Materials with others or to make Client Materials public. Client is and remains solely responsible for its decision to share or make public Client Materials. ThinkingTeam has no responsibility for that activity.

7. Suspension of the Services

- 7.1. ThinkingTeam may suspend any portion or all of the Services immediately upon written notice if ThinkingTeam determines, in its reasonable opinion, that:
 - 7.1.1. the Client is in breach of this Agreement;
 - 7.1.2. the Client uses the Services in a manner inconsistent with applicable law;
- 7.2. ThinkingTeam may suspend any portion or all of the Services immediately upon written notice if this is required by law, regulation or any judicial or regulatory decision.
- 7.3. ThinkingTeam may suspend any portion or all of the Services immediately when invoices are not paid at due date.

8. Financial Conditions

- 8.1. The fees and charges for the Services are invoiced on a yearly basis at the Commencement Date unless agreed otherwise.
- 8.2. Invoices are payable within 30 days of their issue date. Any amount that remains unpaid after the invoice became due shall automatically give rise, without summons, to an interest of 1% per month, whereby each commenced month shall count as an entire month, and shall furthermore be increased by a lump sum indemnification of 15% with a minimum of 50 Euros.

9. ThinkingTeam is available “AS-IS”

- 9.1. THE SERVICES AND CLOUD SYSTEM ARE PROVIDED “AS IS”, AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. THINKINGTEAM ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 9.2. ThinkingTeam will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services or Software.

10. Limitation of Liability

- 10.1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THINKINGTEAM, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS);

(B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF €20 OR 10% OF THE AMOUNTS PAID BY THE CLIENT TO THINKINGTEAM FOR THE PAST TWELVE MONTHS OF THE SERVICES IN QUESTION.

11. Confidentiality

- 11.1. Each Party undertakes that it will not disclose, divulge or communicate to any third party, except to its professional advisers, lawyers, the members of the group of companies to which this Party belongs and to any of its employees, agents or sub-contractors to whom it is necessary to divulge it, or as may be required by law or by any legal, judicial or regulatory authority, any Confidential Information, which may have (or may in the future) come to its knowledge.
- 11.2. Each Party shall take all necessary measures to prevent the publication or disclosure of any Confidential Information. Confidential Information shall only be used for the purpose of performing this Agreement.
- 11.3. Each Party shall take all necessary steps to ensure that its employees to whom Confidential Information has been disclosed do not make public or disclose Confidential Information.
- 11.4. Without prejudice to any legal or regulatory archiving obligation, each Party shall upon the first written demand of the other Party return to this requiring Party any documents or other carriers of Confidential Information supplied in connection with the Agreement.
- 11.5. Without prejudice to any legal or regulatory archiving obligation, upon termination of the Agreement, the Parties undertake to return all the documents or other carriers of Confidential Information supplied in connection with this Agreement, which were in their possession, to the owner thereof or to destroy as the same, as instructed by the owner.
- 11.6. Confidential Information shall not include information that:
 - 11.6.1. is, or later becomes, generally known to the public (other than by breach of any agreement or undertaking of confidentiality);
 - 11.6.2. is lawfully obtained free from confidentiality constraints from any third party who has lawfully obtained such information free from confidentiality constraints; or
 - 11.6.3. is required to be disclosed pursuant to any applicable statute, law, rule or regulation of any governmental or regulatory authority or pursuant to any order of any court of competent jurisdiction, provided that the Parties shall if possible advise each other of the request for disclosure in sufficient time to apply for such legal protection as may be available with respect to the confidentiality of the Confidential Information.
- 11.7. This article shall survive the termination of the Agreement and last as long as the information remains confidential.

12. Data Protection

- 12.1. Where performance of the Agreement implies the processing of Personal Data, ThinkingTeam and the Client shall comply with the applicable data protection legislation and regulations.
- 12.2. The Client shall ensure that any disclosure of Personal Data made by it to ThinkingTeam is made with the data subject's consent or is otherwise lawful. The Client shall indemnify ThinkingTeam against all losses, expenses and liabilities incurred by ThinkingTeam arising directly or indirectly from the Client's breach of this obligation.
- 12.3. ThinkingTeam shall ensure that in relation to Personal Data disclosed to it by, or otherwise obtained from, or received on behalf of the Client, it shall act as the Client's data processor or the Client's sub-data processor in relation to such Personal Data and shall therefore:
 - 12.3.1. not process the Personal Data for any purpose other than to perform its obligations under the Agreement in accordance with the instructions of the Client; if it cannot

- provide such compliance, for whatever reasons, it agrees to promptly inform the Client of its inability to comply;
- 12.3.2. not disclose the Personal Data to any person other than to its personnel as necessary to perform its obligations under the Agreement;
 - 12.3.3. take appropriate technical and organisational measures against any unauthorised or unlawful processing, and to evaluate at regular intervals the adequacy of such security measures, amending these measures where necessary; to the extent such technical and organisational measures have not been established by this Agreement, ThinkingTeam will maintain safeguards no less rigorous than those maintained by ThinkingTeam for its own similar Personal Data. The Client shall have the right to request a written description of the security measures.
 - 12.3.4. ensure that access, inspection, processing and provision of the Personal Data shall take place only in accordance with the need-to-know principle, i.e. information shall be provided only to those persons who require the Personal Data for their work in relation to the performance of the Services.

13. Client Materials and Intellectual Property Rights

- 13.1. ThinkingTeam and/or its licensors shall retain all Intellectual Property Rights in the Cloud System and the Services.
- 13.2. The Client and/or its licensors shall retain all Intellectual Property Rights and other proprietary rights in the Client Materials. The Client hereby agrees to ThinkingTeam 's use of the Client Materials to the extent necessary for the performance of the Agreement.
- 13.3. The Client represents and warrants that:
 - 13.3.1. the Client or the Client's licensors own all right, title, and interest in and to the Client Materials;
 - 13.3.2. the Client has all the rights in the Client Materials required for the performance of this Agreement and to enable ThinkingTeam to perform this Agreement;
 - 13.3.3. the Client Materials comply in all respects with applicable laws and regulations and the Acceptable Use Policy.
- 13.4. ThinkingTeam represents and warrants that:
 - 13.4.1. ThinkingTeam and/or its licensors have all the rights in Cloud System required for the performance of this Agreement and to enable the Client to use the Cloud System and the Services in a manner consistent with this Agreement;

14. Warranties and indemnity

- 14.1. ThinkingTeam warrants that:
 - 14.1.1. the Services shall be performed in accordance with the provisions of this Agreement;
 - 14.1.2. the employees deployed by ThinkingTeam have adequate training, skill and experience in view of the tasks assigned to them;
 - 14.1.3. it has, at the Commencement Date, all the necessary licences, certificates, authorizations and consents required under the laws of Belgium to provide the Services;
- 14.2. The Client shall indemnify and defend ThinkingTeam its agents, affiliates, suppliers, directors, officers, employees and partners from and against any legal claims, losses, liabilities, expenses, fines, damages and settlement amounts including reasonable legal fees and court costs arising out of or under any claim as a result of (i) the Client's breach of this Agreement or (ii) the Client Materials infringing applicable law or third party rights (including third party Intellectual Property Rights).

15. Notices

- 15.1. All notices given under this Agreement shall be in the English language.
- 15.2. ThinkingTeam may revise these Terms & Conditions from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or terms page, so please check those pages regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

16. Miscellaneous

- 16.1. Neither Party shall be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from Force Majeure. Any Party that is subject to Force Majeure shall immediately inform the other Party thereof in writing, and under no circumstances later than 3 working days after the Force Majeure arose. The Parties shall take all reasonable action to mitigate the consequences of a Force Majeure event.
- 16.2. The Parties are independent contractors. Neither Party is an agent of the other for any purpose or has the authority to bind the other.
- 16.3. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.4. The Client shall not assign or transfer otherwise this Agreement, without ThinkingTeam's prior written consent.
- 16.5. ThinkingTeam shall be entitled to use the Client as a reference. Any publication, publicity or press announcement, other than a mere reference, shall require the Client's prior consent.
- 16.6. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior agreement or understandings, whether written or oral, with respect to the subject matter contained in this Agreement. Any amendment to this Agreement shall be valid only if executed in writing and approved by the authorized representatives of both Parties. The Parties explicitly exclude the applicability of either Party's general terms and conditions to this Agreement.
- 16.7. If any provision of this Agreement is held to be invalid or unenforceable, it will be severed from this Agreement, the remaining provisions will remain in full force and effect and the Parties will promptly commence negotiations in good faith to replace the invalid or unenforceable provision.

17. Applicable Law and Jurisdiction

- 17.1. The Agreement shall be governed solely by the laws of Belgium, without reference to its conflict of law rules.
- 17.2. Any dispute arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Brussels (Belgium).

Annex 1 “Acceptable Use Policy”

ThinkingTeam is used by millions of people, and we are proud of the trust placed in us. In exchange, we trust you to use our services responsibly.

You agree not to misuse the ThinkingTeam services. For example, you must not, and must not attempt to, use the services to do the following things.

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to, ThinkingTeam (or our service providers’) computer systems;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services by any means other than our publicly supported interfaces (for example, “scraping”);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- publish anything that is fraudulent, misleading, or infringes another's rights;
- promote or advertise products or services other than your own without appropriate authorization;
- impersonate or misrepresent your affiliation with any person or entity;
- abuse ThinkingTeam referrals to get more credit for referrals than deserved;
- publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
- violate the law in any way, or to violate the privacy of others, or to defame others.

Annex 2 “Privacy Policy”

This Privacy Policy provides our policies and procedures for collecting, using, and disclosing your information. Users can access the ThinkingTeam service (the “**Service**”) through our website www.ThinkingTeam.com, applications on Devices, through APIs, and through third-parties. This Privacy Policy governs your access of the ThinkingTeam Service, regardless of how you access it, and by using our Services you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy. All of the different forms of data, content, and information described below are collectively referred to as “information.”

1. The Information We Collect And Store

We may collect and store the following information when running the ThinkingTeam Service:

Information You Provide. When you register an account, we collect some personal information, such as your name, phone number, credit card or other billing information, email address and home and business postal addresses. You may also ask us to import your contacts by giving us access to your third party services (for example, your email account) or to use your social networking information if you give us access to your account on social network connection services. You may also provide us with your contacts’ email addresses when sharing folders or files with them.

Files. We collect and store the files you upload, download, or access with the ThinkingTeam Service (“**Files**”). If you add a file to your ThinkingTeam that has been previously uploaded by you or another user, we may associate all or a portion of the previous file with your account rather than storing a duplicate.

Log Data. When you use the Service, we automatically record information from your Device, its software, and your activity using the Services. This may include the Device’s Internet Protocol (“IP”) address, browser type, the web page visited before you came to our website, information you search for on our website, locale preferences, identification numbers associated with your Devices, your mobile carrier, date and time stamps associated with transactions, system configuration information, metadata concerning your Files, and other interactions with the Service.

Cookies. We also use “cookies” to collect information and improve our Services. A cookie is a small data file that we transfer to your Device. We may use “persistent cookies” to save your registration ID and login password for future logins to the Service. We may use “session ID cookies” to enable certain features of the Service, to better understand how you interact with the Service and to monitor aggregate usage and web traffic routing on the Service. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all aspects of the Service.

2. How We Use Personal Information

Personal Information: In the course of using the Service, we may collect personal information that can be used to contact or identify you (“**Personal Information**”). Personal Information is or may be used: (i) to provide and improve our Service, (ii) to administer your use of the Service, (iii) to better understand your needs and interests, (iv) to personalize and improve your experience, and (v) to provide or offer software updates and product announcements. If you no longer wish to receive communications from us, please follow the “unsubscribe” instructions provided in any of those communications, or update your account settings information.

Geo-Location Information: Some Devices allow applications to access real-time location-based information (for example, GPS). Our mobile apps do not collect such information as of the date this

policy went into effect, but may do so in the future with your consent to improve our Services. Some photos you place in ThinkingTeam may contain recorded location information. We may use this information to optimize your experience. Also, some of the information we collect from a Device, for example IP address, can sometimes be used to approximate a Device's location.

Analytics: We also collect some information (ourselves or using third party services) using logging and cookies, which can sometimes be correlated with Personal Information. We use this information for the above purposes and to monitor and analyze use of the Service, for the Service's technical administration, to increase our Service's functionality and user-friendliness, and to verify users have the authorization needed for the Service to process their requests.

3. Information Sharing and Disclosure

Your Use. We will display your Personal Information in your profile page and elsewhere on the Service according to the preferences you set in your account. Any information you choose to provide should reflect how much you want others to know about you. Please consider carefully what information you disclose in your profile page and your desired level of anonymity. You can review and revise your profile information at any time. We may also share or disclose your information with your consent, for example if you use a third party application to access your account (see below). Through certain features of the Service, you may also have the ability to make some of your information public. Public information may be broadly and quickly disseminated.

Service Providers, Business Partners and Others. We may use certain trusted third party companies and individuals to help us provide, analyze, and improve the Service (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Service's features). These third parties may have access to your information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy.

Third-Party Applications. We may share your information with a third party application with your consent, for example when you choose to access our Services through such an application. We are not responsible for what those parties do with your information, so you should make sure you trust the application and that it has a privacy policy acceptable to you.

Compliance with Laws and Law Enforcement Requests; Protection of ThinkingTeam's Rights. We may disclose to parties outside ThinkingTeam files stored in your ThinkingTeam and information about you that we collect when we have a good faith belief that disclosure is reasonably necessary to (a) comply with a law, regulation or compulsory legal request; (b) protect the safety of any person from death or serious bodily injury; (c) prevent fraud or abuse of ThinkingTeam or its users; or (d) to protect ThinkingTeam's property rights. If we provide your ThinkingTeam files to a law enforcement agency as set forth above, we will remove ThinkingTeam's encryption from the files before providing them to law enforcement. However, ThinkingTeam will not be able to decrypt any files that you encrypted prior to storing them on ThinkingTeam.

Business Transfers. If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your information may be transferred as part of that transaction, but we will notify you (for example, via email and/or a prominent notice on our website) of any change in control or use of your Personal Information or Files, or if either become subject to a different Privacy Policy. We will also notify you of choices you may have regarding the information.

Non-private or Non-Personal Information. We may disclose your non-private, aggregated, or otherwise non-personal information, such as usage statistics of our Service.

4. Changes to our Privacy Policy

This Privacy Policy may change from time to time. If we make a change to this privacy policy that we believe materially reduces your rights, we will provide you with notice (for example, by email). And we may provide notice of changes in other circumstances as well. By continuing to use the Service after those changes become effective, you agree to be bound by the revised Privacy Policy.

Annex 3 “Cloud Service Description”

1. Account Security

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You should immediately notify ThinkingTeam of any unauthorized use of your account. You acknowledge that if you wish to protect your transmission of data or files to ThinkingTeam, it is your responsibility to use a secure encrypted connection to communicate with the Services.

2. Software and Updates

Some use of our Service requires you to download a client software package ThinkingCorner and related components (“Software”). ThinkingTeam hereby grants you a limited, nonexclusive, non-transferable, revocable license to use the Software, solely to access the Services. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our Intellectual Property Rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Services may update the Software on your device automatically when a new version is available. Our pause syncing feature pauses syncing of your files, but may not cease all data transfer, so you should exit the desktop client if you’d like to stop data transfer.

3. Changing or Deleting Your Information

If you are a registered user, you may review, update, correct or delete the Personal Information provided in your registration or account profile by changing your “account settings.” If your personally identifiable information changes, or if you no longer desire our service, you may update or delete it by making the change on your account settings. In some cases we may retain copies of your information if required by law.

4. Data Retention

We will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, you may delete your account. We may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. Consistent with these requirements, we will try to delete your information quickly upon request. Please note, however, that there might be latency in deleting information from our servers and backed-up versions might exist after deletion. In addition, we do not delete from our servers files that you have in common with other users.

5. Security

The security of your information is important to us. When you enter sensitive information (such as a credit card number) on our order forms, we encrypt the transmission of that information using secure socket layer technology (SSL).

We follow generally accepted standards to protect the information submitted to us, both during transmission and once we receive it. No method of electronic transmission or storage is 100% secure, however. Therefore, we cannot guarantee its absolute security.