

Sales Vision S.A.

Terms of Use ("Terms")

Last updated: December 1, 2016

These terms ("Terms", "Terms of Use") and privacy policy govern your use of the Sales Vision services, as amended from time to time by Sales Vision S.A ("Sales Vision", "us", "we", or "our"), residing at 11 Rue des Fidèles, 1180 Brussels, Belgium, Tax ID: BE0757.624.636 and constitutes as a binding agreement between Sales Vision and yourself.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

Sales Vision is meant to be used for sharing knowledge inside the organization. Sales Vision allows the administrators of your organization to moderate this, add users, and track the use of the system internally.

Sales Vision operates its services with best efforts, and takes steps to make sure your information is protected. However, because of the nature of Sales Vision's services, which combine public and private information that is conveyed over the public internet, Sales Vision shall not be liable for any damage caused as a result of your use of the services, their unavailability, any error or faults in the services.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Amending these terms

Sales Vision may amend these terms from time to time, provided that the administrator of your organization shall be informed by electronic mail upon such change. Such changes shall not come into effect until at least 14 days following the amendment and shall not have any retroactive effect on your rights. If you are the Administrator, you should notify all the users in your organization immediately upon any change that you will be informed on.

Survival

Upon termination of these Terms of Service, the stipulations relating to limitation of user generated content, liability, warranty, indemnification, governing law and jurisdiction shall survive.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Sales Vision cancels it. You may cancel your Subscription renewal by contacting Sales Vision customer support team.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Sales Vision with accurate and complete billing information including company name, tax identification, full name, address, state, zip code, country, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Sales Vision to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Sales Vision will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

Sales Vision, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Sales Vision will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Certain refund requests for Subscriptions may be considered by Sales Vision on a case-by-case basis and granted in sole discretion of Sales Vision.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Your account is personal and non shareable, even inside your company and whether or not you purchased a premium licence for your account. Any suspicion of account sharing may result in immediate termination of your use of the Sales Vision tools and services.

Termination

Sales Vision shall have the right to terminate your use of the Sales Vision Service or to terminate the Sales Vision Service at any time and by providing you, or the entirety of users, a 7 day prior notice. Notwithstanding, Sales Vision may terminate your use of the Sales Vision service at any time and without prior written notice in any case where it believes that you breached these terms and such breach may cause Sales Vision irreparable harm unless your account is terminated immediately. Upon termination of these terms, you shall cease all use of the Sales Vision services. Sales Vision will provide you reasonable time in advance for you to export your data.

Content Policy

By either providing Sales Vision with visual, textual, audiovisual, or other material or by using Sales Vision's Service to create content, You hereby accept Sales Vision's User Generated Content Policy as set forth. You acknowledge that any violation of the User Generated Content Policy may cause termination of Your service, removal of your content and legal action by both Sales Vision and the person whose rights were infringed.

1. **What is "Content"?** For the purpose of this policy, the term Content shall refer to: (i) images and/or text and/or videos used in creating content through the service, as well as comments; (ii) images or videos retrieved from 3rd parties in such items; (iii) description, text and information processed through Service; (iv) submissions made through Service.
2. **Guidelines:** You hereby warrant that Your Content is not offensive in any way and without derogating from the generality above you further warrant the following:
 1. **Intellectual Property Infringing:** Your Content does not infringe any 3rd party copyright, design, patent, trademark, trade secrets or any other intellectual property rights.

2. **Pornography:** Your Content does not contain any text, image or depiction including nudity, profanity, sexual activity, sexual innuendos, sexually offensive or otherwise obscene.
 3. **Slanderous:** Your Content does not slander, defame or otherwise harm the good name of others.
 4. **Hate Speech and Racism:** Your Content does not include any hate speech or racist opinions, as well as does not incite others to violent acts against persons solely based on their inclusion in a specific group.
 5. **Scams:** Your Content is not used to initiate or encourage any participation in a scam, market manipulation, pyramid scheme, religion, alcoholics anonymous meetings, cults, phishing or otherwise any use which may be used to extract goods and/or money from others, including any virtual property.
3. **License:** You hereby warrant that you are the sole owner and proprietor of any content you distribute through the service. For the service, You hereby grant Sales Vision license to use your Content to provide other users within your organization, or those invited from outside the organization by you, with the Services. It does not mean that Sales Vision may publish it publicly, it means that Sales Vision can provide others, inside your organization, with the contents of your post.
 4. **Warranty:** You hereby warrant that you are either the sole proprietor or a designated licensee of any content you post through the service and that no other party's rights are infringed or violated by your use of the content and the Service. You moreover warrant that no legal claim, dispute or lawsuit was filed against you or threatened against you for publishing content through the Service.
 5. **Administration and Policy:** It is Sales Vision's policy that each administrator is the sole person in charge of moderating users' content. This means that your account may be moderated by the administrators, and that they may remove content you provided. In extreme cases, if Sales Vision receives a 3rd party notice about content which is in violation of this policy, it shall act according to applicable laws and moderate and/or remove said content. Please note that if Sales Vision shall find repeat violations of this policy, it may block your account permanently. Notwithstanding the above, it is hereby clarified that Sales Vision shall not monitor and/or moderate your Content or other users' content and there shall be no claim against Sales Vision of not acting so.

Warranty

Sales Vision DOES NOT WARRANT FOR SERVICE AND SUPPLIES IT ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOUR USE OF SERVICE IS AT YOUR OWN RISK AND UNDER YOUR LIABILITY. Sales Vision MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS AND (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE AND (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE AND (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

Liability

FOR NO CASE AND FOR NO REASON SHALL Sales Vision BE HELD LIABLE FOR ANY DAMAGE, DIRECT OR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PHYSICAL OR SPECIAL, TO YOU, ANY OTHER USER OR ANY 3RD PARTY DUE TO ITS MISPERFORMANCE OF DUTIES HEREIN. Sales Vision PROVIDES SERVICE ON AN AS-IS BASIS AND SHALL NOT BE HELD LIABLE, TO THE EXTENT PERMITTED BY LAW, BY ANY CASE OF MISCONDUCT, NEGLIGENCE, GROSS NEGLIGENCE, MALICE OR ANY OTHER MEAN, TO ANY DAMAGES OR LOSS OF PROPERTY, VIRTUAL PROPERTY, REPUTATION AND BUSINESS REPUTATION, USER ACCOUNT INFORMATION INCLUDING LOGIN INFORMATION, LOSS OF PROFIT, LOSS OF GOOD NAME, ALL RESULTING FROM THE USE OR INABILITY TO USE Sales Vision'S SERVICES. SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITATION OF LIABILITY. IN SUCH CASE, THEN Sales Vision'S LIABILITY SHALL BE LIMITED SOLELY TO THE SUMS PAID BY YOU TO Sales Vision DURING THE 6 MONTHS PRIOR THE EVENT CAUSING THE DAMAGE. YOU ACKNOWLEDGE THAT THIS DISCLAIMER OF LIABILITY WAS A MATERIAL PART OF SALES VISION'S TERMS AND THAT IF Sales Vision WOULD HAVE BEEN REQUIRED TO BE LIABLE FOR SOME PART OF THE SERVICE AND/OR TO PROVIDE ANY WARRANTIES, THEN THE FEES SET FORTH IN THIS AGREEMENT WOULD HAVE BEEN MATERIALLY AND SIGNIFICANTLY HIGHER. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU AFTER THE EARLIER OF (A) 12 MONTHS AFTER THE DATE ON WHICH YOU BECOME AWARE THAT A CAUSE OF ACTION HAS ARISEN, OR (B) THE PERIOD SET FORTH UNDER THE APPLICABLE STATUTE OF LIMITATIONS.

Third Party Advertisements

Sales Vision's services may contain advertisements made by third parties. Sales Vision is not affiliated to, nor it endorses, these ads.

Assignment

You may not assign any of your rights and/or obligations under these terms to any third party. Sales Vision may assign its rights and obligations under these terms, by providing you with a 30 day written notification.

Indemnification

Your organization and you hereby warrant and agree to hold Sales Vision harmless and to indemnify Sales Vision for any damage, loss, expense, legal expense or cost incurred as a result

of (i) your use of the services in direct violation of these terms, including any false representation; OR (ii) any claim, complaint or notification filed maliciously or negligently against any Sales Vision or other Sales Vision user where no such claim had any legal standing.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Belgium, without regard to its conflict of law provisions.

Any dispute concerning the application of these terms is subject to the exclusive jurisdiction of the courts of Brussels, Belgium.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Contact Us

If you have any questions about these Terms, please contact us by email at [info@Sales Vision.com](mailto:info@SalesVision.com)

Sales Vision S.A.

Privacy Policy

Last updated: December 1, 2016

Sales Vision values your privacy, and therefore has set up this extensive privacy policy to inform you of your rights. Please take into consideration that your information travels through third parties as part of our services, and that Sales Vision shall obey local regulations if required by law, which may require disclosure of information.

Information Sales Vision Collects

Sales Vision collects some information, both personally identifiable and non-personally identifiable, according to the following criteria:

1. **Information You Provide Sales Vision:** Sales Vision may retain information you voluntarily provide it, such as your name, email address, profile photo, job title, skills and other information you submit through the services.
2. **Information Sales Vision Collects Through Your Use of the Services:** Sales Vision may also retain information it gathers through your use of the services such as your device's type, browser type, screen resolution, operating system, system preferences, the pages you viewed, the content you submitted and other information it collects through your use of the services, which may be personally identifiable.
3. **Information Sales Vision receives From Third Parties:** Sales Vision may also retain information it received and/or procured from third parties, such as its service providers, ad networks and marketing agencies, Trade Show and Exhibition organizers which all relate to your preferences and your use of the services.

How Does Sales Vision Use The Information?

Sales Vision uses your personally identifiable information to provide you with the services, such as to let other users to view your content and contact information. Sales Vision also uses aggregated, non-personally-identifiable information to provide improvement in the services and to perform random tests for additional features. Sales Vision shares your information inside your organization, and may share information with third parties you requested it to share through its API and/or third party applications.

Your Privacy Settings

Sales Vision uses some third party services to provide with parts of the services and therefore shall make best efforts to comply with all privacy settings set in your account. However, as your

information travels through various networks and servers, Sales Vision cannot ensure that it shall remain private at all times.

Who Has Access To Your Information?

Sales Vision uses selected third parties to provide you with the service, and shall share some information with them, under strict confidentiality obligations, to provide you with the services. Such service providers shall include Zopim, Amazon S3 and Google. Moreover, Sales Vision's employees and agents, who are under the most strict confidentiality obligations, also have monitored access to some of your information. Sales Vision's employees undergo casual and routine monitoring. Lastly, your information will be shared with people you specifically ask to share.

How Is Your Information Secured?

Your information is secured in Sales Vision's server, which is secured under industry standards. Sales Vision also performs occasional penetration tests, to make sure your information is secure.

How Can You Review Your Information?

You can review all your information using Sales Vision's web app.

How Can You Remove Your Information?

Should you request to remove your account, please contact Sales Vision at [support@Sales Vision.com](mailto:support@SalesVision.com).

Can Sales Vision Contact You?

Sales Vision may send you periodic updates regarding the service, your use and other information relating to the service as well as promotional messages. You can opt-out of these messages at any time.

What Can You Do If You Feel That Your Privacy Was Violated?

If you feel your privacy was compromised, you can contact Sales Vision's privacy officer at [support@Sales Vision.com](mailto:support@SalesVision.com) and request that he'll review your complaint.