

Vieri Terms of Use and Privacy Policy

Last updated: 2020-10-10

TERMS

These "Terms" are binding on any use of the "Service" and apply to the "Subscriber" that "Vieri" provides access to the "Website" and/or the Service. Vieri reserves the right to change these Terms at any time, effective upon the posting of modified Terms and Vieri will make every effort to communicate such changes to Subscriber via email or notification via the Website. It is the Subscriber's obligation to ensure to have read and understood the most recent Terms available on the Website.

By registering to use the Service Subscriber acknowledges to have read and understood these Terms and have the authority to act on behalf of any person for whom the Subscriber shall use the Service. The Subscriber is deemed to have agreed to these Terms on behalf of any entity for whom the Subscriber uses the Service.

1. Definitions

- "Act" means the Norwegian Data Protection Act (LOV-2000-04-14-31), in force at any time.
- "Agreement" or "Terms" means these Terms of Use.
- "Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other party.
- "Vieri" refers to the organisation providing the Service and Website. The registered address of Vieri AS is Smeltedigelen 1, 0195 Oslo, Norway, company number 991913823.
- "Data" means any data inputted by Subscriber or with Subscriber's authority into the Website, including but not limited to customer data, accounting data, project data, files, and folders.

- "Intellectual Property Right" means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
- "Personal Data" means any information of a nature where the information may be connected to a person, such as, but not limited to, personal name, social security number, date of birth, phone number, address, mobile number and e-mail address.
- "Subscriber" means the person (which may be a private individual or entity) who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service, and includes also any visitors to the Website.
- "Subscription" means the fee (excluding any taxes and duties) payable by Subscriber in accordance with the fee schedule set out on the Website (which Vieri may change from time to time) or through an authorized partner to keep Subscriber's integration workflow(s) running.
- "Service" or "Services" means the online data synchronisation services made available (as may be changed or updated from time to time by Vieri) via the Website or via web service application programming interfaces (API).
- "Third-party application" refers to software programs which are connected using the Vieri Service, and which, for the purposes of clarity, include accounting, CRM, email, ecommerce, project management, time management, social media and other applications.
- "User Data" means information on user's use of the Website and Services.
- "Website" means the Internet site at the domain www.Vieri.com or any other site operated by Vieri.

2. Use of Software

Vieri grants Subscriber the right to access and use the Service via the Website according to Subscriber's subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.

3. Subscriber's Obligations

3.1 Quality of Services:

Subscriber accepts that Vieri is providing Services that may include errors or bugs that may cause unintended results, as is the case with any software.

3.2 Payment Obligations:

Subscriber will be invoiced for payment by Vieri or by Vieri reseller for the relevant amount for the chosen period. Invoicing commences from the date Subscriber subscribed to a paid plan, usually upon the expiry of the free trial period. Vieri will invoice again at the start of each new period for the relevant amount for continued access to the Service until this Agreement is terminated in accordance with clause 8. All Vieri payment receipts and tax invoices will be sent to Subscriber, or to a Billing Contact whose details are provided by Subscriber, by email. If Subscriber upgrades to a different Service level, Subscriber may be charged the price for the new Service level from the date the new Service level comes into force. If Subscriber downgrades to a different Service level, Subscriber will be charged the price for the new Service from Subscriber's next payment period onwards. Subscriber is responsible that billing details are kept up to date, as any failed payments may result in a disruption of the Service. Subscriber will be charged for any late payment interests and/or costs incurred by Vieri for failed payments. Subscriber is responsible for payment of all taxes and duties in addition to the Subscription.

3.3 General obligations:

Subscriber shall only use the Service and Website for Subscriber's own lawful internal business purposes, in accordance with these Terms and any notice sent by Vieri or condition posted on the Website. Subscriber may use the Service and Website on behalf of others or in order to provide services to others but if Subscriber does so Subscriber must ensure that he is authorized to do so and that all persons for whom or to whom Services are provided comply with and accept all terms of this Agreement that apply to Subscriber.

Subscriber is only permitted to use the Service to integrate Subscriber's own internal business applications from within Subscriber's own Vieri account, and is not permitted to integrate with applications for external parties without the express written consent of Vieri.

3.4 Access conditions:

Subscriber must ensure that all usernames and passwords required to access the Service are kept secure and confidential. Subscriber must immediately notify Vieri of any unauthorized use of Subscriber's passwords related to the Service or any applications connected to the Service or any other breach of security, and Subscriber must reset its password through the Website. Subscriber must take all other actions that Vieri reasonably deems necessary to maintain or enhance the security of Vieri's computing systems and networks and Subscriber's access to the Service. As a condition of these Terms, when accessing and using the Service, Subscriber must:

A) not attempt to undermine the security or integrity of Vieri's computing systems or networks or, where the Service is hosted by a third-party, that third-party's computing systems and networks;

B) not use, or misuse, the Service in any way which may impair the functionality of the Service or Website, or other systems used to deliver the Service or impair the ability of any other user to use the Service or Website;

C) not attempt to gain unauthorized access to any materials other than those to which Subscriber has been given express permission to access or to the computer system on which the Service is hosted;

D) not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which Subscriber do not have the right to use); and

E) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Service or to operate the Website except as is strictly necessary to use either of them for normal operation and in compliance with this Agreement.

3.5 Usage Limitations:

Use of the Service may be subject to limitations, including but not limited to monthly data transaction volumes and the number of database calls Subscriber is permitted to make against Vieri' application programming interface. Vieri follows a 'fair use' policy. If Subscriber's volume of transactions or database calls is deemed excessive by Vieri we will contact Subscriber and attempt to find an acceptable solution.

3.6 Communication Conditions:

As a condition of these Terms, if Subscriber uses any communication tools available through the Website (such as any forum, chat room or message center), Subscriber agrees only to use such communication tools for lawful and legitimate purposes. Subscriber must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to); offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which Subscriber do not have the right to use).

When Subscriber makes any communication on the Website, Subscriber represents that Subscriber is permitted to make such communication.

Vieri is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Service. As with any other web-based forum, Subscriber must exercise caution when using the communication tools available on the Website. However, Vieri does reserve the right to remove any communication at any time in its sole discretion.

4. Confidentiality and Privacy

4.1 Confidentiality:

A) Unless the relevant party has the prior written consent of the other or unless required to do so by law, each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

B) The provisions of clause 4.1.A shall not apply to any information which:

- (i) is or becomes public knowledge other than by a breach of this clause;
- (ii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (iii) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- (iv) is independently developed without access to the Confidential Information.

C) Each party's obligations under this clause will survive termination of these Terms.

5. Intellectual Property

5.1 General:

Title to, and all Intellectual Property Rights in the Service, the Website and any documentation relating to the Service remain the exclusive property of Vieri (or its licensors).

5.2 Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data remain Subscriber's exclusive property. Failure to pay the Vieri Subscription will not result in Subscriber being 'locked out' or unable to access Data in Subscriber's third party applications that Subscriber connected using the Service.

5.3 Backup of Data:

It is Subscriber's responsibility to maintain copies of all Data inputted into the Service. Vieri adheres to its best practice policies and procedures to prevent data loss, but shall have no liability if there is any loss of Data.

5.4 Third party applications and Subscriber's Data:

If Subscriber enables third party applications for use in conjunction with the Service, Subscriber acknowledges that Vieri may allow the providers of those third party applications to access Subscriber's Data as required for the interoperation of such third party applications with the Service. Vieri shall not be responsible for any disclosure, modification or deletion of Subscriber's Data resulting from any such access by third party application providers.

5.5 Third party Sites and Services

The Website and Service contain links to other Internet sites owned and managed by third parties, with the aim of enabling access to information available on their applications and Internet properties. Vieri makes no representation whatsoever about any third party sites which Subscriber may access from the Website and Service. Subscriber's use of each of those sites is subject to the conditions, if any, that each of those sites has posted. Vieri has no control over sites that it does not own, and thus is not responsible for any changes of content on them. Inclusion on the Website and Service of any third party content or a link to a third party site is for informational purposes only and is not an endorsement of that content or third party site, that there is a commercial or any other relationship between Vieri and the owners of such third party sites or that Vieri accepts any responsibility in relation to such third party sites.

Vieri disclaims any responsibility for or liability related to third party applications, products and services that we connect to, list, or advertise on our Website and Service.

Subscriber's correspondence or related activities with third party applications, including payment transaction, are solely between Subscriber and the relevant third party. Subscriber agrees that Vieri

will not be responsible or liable for any loss or damage of any sort incurred as the result of any of Subscriber's transactions with third parties. Any product order, licenses, third party warranties, questions, complaints, or claims related to any application or service take place between Subscriber and the vendor and should be directed to the appropriate vendor.

Vieri may display advertisements from third parties, however Vieri is not in a position to arbitrate disputes between the owners of intellectual property rights and companies who advertise or list their products on our Website and Service.

6. Warranties and Acknowledgements

6.1 Authority:

The person accessing the Service and which registers the Subscriber for the Service warrants for its own debt that he/she is authorized to agree to these Terms on behalf of the Subscriber.

Subscriber warrant that:

Subscriber is authorized to use the Services and the Website and to access the information and Data that Subscriber input into the Website, including any information or Data input into the Website by any person Subscriber has authorized to use the Service. Subscriber is also authorized to access the processed information and Data that is made available to Subscriber through Subscriber's use of the Website and the Services (whether that information and Data is Subscriber's own or that of anyone else).

Subscriber acknowledge that:

A) Vieri has no responsibility to any person other than Subscriber and nothing in this Agreement confers, or purports to confer, a benefit on any person other than Subscriber. Subscriber further acknowledges that;

- (i) Subscriber is responsible for authorizing any person who is given access to information or Data, and Subscriber agrees that Vieri has no obligation to provide any person access to such information or Data

without Subscriber's authorization and may refer any requests for information to Subscriber to address; and

- (ii) Subscriber will indemnify Vieri against any claims or loss relating to:
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 - (a) Vieri's refusal to provide any person access to Subscriber's information or Data in accordance with these Terms,
 - (b) Vieri's making available information or Data to any person with Subscriber's authorization.

B) Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Service. Vieri is not in any way responsible for any such interference or prevention of Subscriber's access or use of the Services.

C) If Subscriber uses the Service for synchronising data with an accounting application Subscriber accepts that Vieri is not Subscriber's accountant and use of the Services does not constitute the receipt of accounting advice. If Subscriber has any accounting questions, please contact an accountant.

D) It is Subscriber's sole responsibility to determine that the Services meet the needs of Subscriber's business and are suitable for the purposes for which they are used.

E) The Service depends on application programming interfaces (API's) provided by third party vendors, and Vieri does not take responsibility for the functionality or bugs contained in them. Subscriber remains solely responsible for complying with all applicable accounting, tax and other laws in regard to Subscriber's use of the Service and synchronisation of any applications. It is Subscriber's responsibility to check that storage of and access to Subscriber's Data via the Software and the Website will comply with laws applicable to Subscriber (including any laws requiring Subscriber to retain records).

6.2 Exclusion of liability

To the maximum extent permitted by law, Vieri and its directors, owners, employees, agents, information providers, affiliates, partners and advertisers shall have no liability whatsoever if the Website and/or Service has interruptions of service, errors or bugs. The Services are provided on an "as is, as available" basis. Without limiting the foregoing, Vieri shall have no liability if the Service does not meet Subscriber's requirements or it is not suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

Some countries and/or states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to Subscriber. In such countries and/or states, our liability and that of our third party content providers and their respective agents shall be limited to the greatest extent permitted by law.

6.3 Consumer guarantees:

Subscriber warrants and represent that Subscriber is acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

7. Indemnity:

Subscriber undertakes to indemnify Vieri and its directors, owners, employees, agents, information providers, affiliates, partners and advertisers against: all claims, costs, damage and loss arising from Subscriber's breach of any of these Terms or any obligation Subscriber may have to Vieri, including (but not limited to) any costs relating to the recovery of any Subscriptions that are due but have not been paid by Subscriber.

8. Termination

8.1 Trial policy:

When Subscriber first registers for access to the Services Subscriber can evaluate the Services for 14 days, with no obligation to continue to use the Services. A maximum of one person per company can trial the service in any 6 months period. Subscriber will be contacted by Vieri prior to the expiry of Subscriber's trial period, and if Subscriber chooses to continue using the Services thereafter, Subscriber will be billed from the day after the expiry of Subscriber's trial period to Vieri. If Subscriber chooses not to continue using the Services after Subscriber's trial period, Subscriber's Vieri account may be deleted.

Vieri reserves the right to refuse or limit access and availability of any party to the Service or trial at any time and without notice, at the sole discretion of Vieri.

8.2 Prepaid Subscriptions:

In the case of termination of a subscription partway through a period, Vieri will not provide a refund for the remaining days in the subscription period, but instead keep the Service accessible to the Subscriber until the end of the subscription period.

8.3 No-fault termination:

These Terms will continue for the period covered by the Subscription paid or payable under clause 3.2. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided Subscriber continues to pay the prescribed Subscription when due, unless either party terminates these Terms by giving notice to the other party at any time during the current payment period. Subscriber may terminate Subscriber's Service at any point, however Subscriptions paid for a payment period that was not completed at Subscriber's discretion will not be refundable.

9. Breach:

If Subscriber:

A) breaches any of these Terms (including, without limitation, by non-payment of any Subscriptions) and do not remedy the breach within 14 days after receiving notice of the breach (if the breach is capable of being remedied); or

B) breaches any of these Terms and the breach is not capable of being remedied (which includes, without limitation, any breach of clause 3.4 or any payment of Subscriptions that are more than 30 days overdue); or

C) Subscriber becomes insolvent or Subscriber's business goes into liquidation or has a receiver or manager appointed of any of its assets or Subscriber makes any arrangement with Subscriber's creditors, or becomes subject to any similar insolvency event in any jurisdiction, Vieri may take any or all of the following actions, at its sole discretion:

- (i) Terminate this Agreement and Subscriber's use of the Services and the Website;
- (ii) Suspend for any definite or indefinite period of time, Subscriber's use of the Services and the Website;
- (iii) Take either of the actions in sub-clauses (i), (ii) of this clause in respect of any or all other persons whom Subscriber has authorized to have access to Subscriber's information or Data.

For the avoidance of doubt, if payment for Subscriptions due in relation to any of Subscriber's accounts (as defined in clause 3) is not made in full by the relevant due date, Vieri may: suspend or terminate Subscriber's use of the Service or the authority for all or any of Subscriber's organizations to use the Service.

10. Accrued Rights:

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement Subscriber will remain liable for any accrued charges and amounts which become due for payment before or after termination.

11. Expiry or termination:

Clauses 4, 5, 6, 7, 10, 14 and 16 survive the expiry or termination of these Terms.

12. Support

12.1 User Support:

User support is provided through FAQ's on the Website or by contacting Vieri support via support@Vieri.com or the Contact Us form on the website. Vieri will endeavor to respond within one business day to support requests.

12.2 Service availability:

Whilst Vieri intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place. If for any reason Vieri has to interrupt the Services for longer periods than Vieri would normally expect, Vieri will use reasonable endeavors to publish in advance details of such activity on the Website.

13. General

13.1 Entire agreement:

These Terms, together with the Vieri Privacy Policy (see below) and the terms of any other notices or instructions given to Subscriber under these Terms, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between Subscriber and Vieri relating to the Services and the other matters dealt with in these Terms.

13.2 Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

13.3 Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any

cause outside its reasonable control. This clause does not apply to any obligation to pay money.

13.4 No Assignment:

Subscriber may not assign or transfer any rights in respect to this Agreement to any other person without Vieri' prior written consent.

14. Governing law and jurisdiction:

This Agreement is governed by and construed in accordance with Norwegian law. Both parties hereto submit to the exclusive jurisdiction of the courts of Norway for all disputes arising out of or in connection with this Agreement, with Oslo, Norway as their exclusive legal venue.

15. Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with applicable laws, that part or provision shall be replaced with a provision which, as far as possible, accomplishes the original purpose of that invalid provision. The remainder of this Agreement will be binding on the parties.

16. Notices:

Vieri may be required to notify Subscriber of certain events. Subscriber hereby acknowledges and consents that such notices will be effective upon posting on our Website or delivering them to Subscriber through e-mail. Notices to Subscriber will be sent to the email address which Subscriber provided when setting up Subscriber's access to the Service. Notices to Vieri must be sent to info@Vieri.com or to any other email address notified by Vieri to Subscriber.

17. Rights of Third Parties:

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

The terms and conditions for Vieri Privacy Policy provided below are an integral part of this Agreement.

18. Privacy Policy:

This Privacy Policy sets forth Vieri' policy with respect to information including Personal Data and other information that is collected from the Subscriber, visitors and/or users of the Website and Services.

The Website and Services may only be used by Subscriber for the purposes of a business and not for private or consumer based purposes.

By using the Service Subscriber acknowledges and agrees to the terms and conditions of this Privacy Policy and provides full consent to the collection, storage and processing of Subscriber's Data and Personal Data by Vieri.

This policy only relates to Vieri. Information provided by Subscriber to third parties via the Vieri Website and Service will be governed according to the third party's own terms and privacy policies. Vieri takes on no liability to Subscriber if these third parties do not comply with applicable data protection regulations.

Personal Data Collection and Processing

When Subscriber registers Vieri asks for information such as Subscriber's business name, first name, surname, email address and account credentials. It is Subscriber's responsibility to ensure that such personal information provided is true, accurate and up to date. This information is stored and used so we can provide Subscriber with access to the Service and to monitor Subscriber's use of same.

When Subscriber is using the Services, Personal Data that has been collected by the Subscriber, may be processed by Vieri applications.

Use of User Data, Personal Data and Other Information

Vieri analyzes User Data to run the Website and Service and may on occasion use it to provide recommendations or suggestions for other Vieri Services that Subscriber might be interested in. Vieri may also aggregate User Data anonymously to understand our customer base better, without identifying individuals.

If Subscriber provides Vieri with Personal Data for a certain reason, we may use the Personal Data in connection with the reason for which it was provided. For example, if Subscriber contacts us by email, we will use the Personal Data Subscriber provides to answer Subscriber's question. If the Services processes Personal Data collected by the Subscriber, Vieri shall not access or use such Personal Data in any other manner than necessary to provide the Subscriber with the Service.

By voluntarily providing Vieri with Personal Data, Subscriber consents to Vieri' use of it in accordance with this Privacy Policy. If Subscriber provides Personal Data to the Service, Subscriber acknowledges and agrees that such Personal Data may be transferred from Subscriber's current location to the offices and servers of Vieri and third parties authorized pursuant to these Terms or specifically by Subscriber.

If Subscriber contacts Vieri for support, feedback, feature requests etc, Vieri reserves the right to publish it in order to help clarify or respond to Subscriber's request or to help support other users.

If Vieri intends to use User Data, Personal Data or other information in a way not herein stated, such use shall be subject to the Subscriber's prior written approval.

Vieri may store a log of the above mentioned data for 30 days for troubleshooting. If an error occurs, the log may be stored for a longer period of time to help us troubleshoot user issues.

Technical Data Collection and Processing

In addition to the Personal Data Subscriber provides when registering Subscriber's account, Vieri will routinely gather and process some technical information such as the IP address or cookie information from Subscriber's computer, the number and frequency of visitors to the Website, the URL that Subscriber just came from and where Subscriber goes next, and Subscriber's computer browser information. This data is used to help improve the user experience and Website performance.

Third Party Service Authentication Information

To use our Services to connect to various third party software applications and web services, we need to store login credentials. Vieri store these credentials in our database using industry standard encryption. The authentication credentials Subscriber provides will only be used by Vieri to access the applications in the manner specified by the Service. Vieri may also log some non-identifiable information to provide support and fix problems.

Use of cookies

To operate the Website and Services, Vieri may use "cookies", which is a piece of information that the computer hosting our Services puts on Subscriber's browser when Subscriber access the Website or Services. Our cookies help provide additional functionality to the Services and help us analyze Website and Service usage more accurately. For example, our Services may set a cookie on Subscriber's browser that allows Subscriber to access the Services without entering Subscriber's login information every time. Our cookies do not collect Personal Data.

Most web browsers have a "help" section on the toolbar with information on how to receive notification when Subscriber is receiving a new cookie and how to turn cookies off. Vieri recommends that Subscriber leave cookies turned on because they allow Subscriber to take advantage of some of the Services' features. If Subscriber deactivate cookies some functions of Vieri may be reduced or unavailable. Vieri does not control the use of cookies by third parties.

You can read more on our use of cookies [here](#).

Payment information

Vieri does not collect or store credit card information. Any credit card information is processed and managed by our secure payment gateway partner, [Stripe](#).

Links to external websites

The Website and communications include links to third party sites, however Vieri cannot control and thus takes no responsibility for any other sites nor their data privacy policies.

User Consent

By sending Subscriber's Personal Data to Vieri, Subscriber acknowledges that Subscriber has read and accepted the terms of this Privacy Policy and consent to:

- the collection and processing of Subscriber's contact information by Vieri in accordance with the indicated purposes established by this policy.
- the processing of Subscriber's Data within the European Union and/or Norway by third party data processors (e.g. for the purpose of providing services to Vieri such as hosting etc).
- receive commercial communications from Vieri, in accordance with the applicable laws on Information Society Services and Electronic Commerce.

Disclosure of Personal Data

Vieri does not sell or rent Data or Personal Data provided by the Subscriber. In the ordinary course of business, Vieri works with partners or contractors to improve and develop our Services, who may require limited access to Subscriber's Data and Personal Data in order to perform their work. These partners will be requested by Vieri to comply with the data protection requirements set forth in these Terms, including the Act. Subscriber consents to the providing of such information to Vieri' partners or contractors.

Subscriber acknowledges and agrees that there may be situations in which Vieri is required to disclose Data, User Data or Personal Data regarding the Subscriber to comply with a legal obligation or to deliver its Services or perform other obligations in accordance with these Terms.

Disclosure of non-identifiable aggregated data

In order for Vieri to continuously improve the Service and offerings, we may compile, analyze and share with third parties Data (excluding for the avoidance of doubt Personal Data) in aggregate form related to, for example, customer demographics and behavior.

Vieri may also disclose aggregated user statistics to describe our Services to current and prospective business partners and to other third parties for other lawful purposes.

International disclosures

Subscriber expressly accepts that Vieri may disclose or internationally transfer Subscriber's Data to other users and third parties that are located outside the European Union, but only for the purpose of fulfilling its obligations in relation to the providing of the Services to Subscriber and always in compliance with these Terms. Unless the Subscriber has expressly provided its consent thereto, Personal Data may not be transferred to other countries than those that are approved for such transfer pursuant to the Act.

Business transfer

In the course of business Vieri, or substantially all of its assets, may be acquired, merged or dissolved. In such situations, Data is likely to be one of the assets transferred or acquired by a third party.

Subscriber acknowledges and agrees that any acquirer of Vieri or its business may continue to use the Data as set forth in this policy.

Data security measures

Vieri takes data security seriously, and has implemented reasonable technical steps to protect Subscriber's Personal Data and account credentials from loss, unauthorized use or access. These include encryption, Secure Socket Layer (SSL) software and other industry standard methods for the transmission and storage of data. Further, Vieri has, in respect of Personal Data, implemented routines for; securing of data, measures in case of breach of routines or unexpected events, reporting to public authorities, confidentiality, security revisions, persons approved for access, physical security etc. Vieri handling of Personal Data fulfils the requirements under the Act.

Due to the nature of the internet and related information technology services, we cannot guarantee the security of Subscriber's personal information and expressly disclaim any such obligation. Please keep this in mind when deciding what information to disclose. If Subscriber suspects a security breach please inform us immediately so we can take appropriate action. Similarly, if Vieri becomes aware of a breach we will notify Subscriber so Subscriber can take the necessary steps.

Term and Measures upon Termination

These terms of Privacy Policy shall prevail as long as Subscriber subscribes to the Services, however, the Privacy Policy shall with respect to Personal Data prevail as long as Vieri treats Personal Data. Should the Subscriber terminate this Agreement due to a material breach by Vieri the Subscriber may require Vieri to stop its handling of Personal Data and Vieri shall immediately comply with such request.

In case of termination of the Agreement by either party, Vieri shall return or destruct (at the choice of Vieri) all Data which is in Vieri possession and which contains Personal Data.

Commercial Communications

By registering Subscriber's Data with Vieri Subscriber expressly consents to receive commercial communications regarding the Website and Service, including alerts, notices, newsletters, offers and promotions. These commercial communications will only be sent by

Vieri. Vieri does not rent out or sell Subscriber's Data to any third-parties. If Subscriber does not wish to receive information from the Website Subscriber can "opt-out" of future communications by emailing a request to info@Vieri.com.

Exclusions

This Privacy Policy only applies to Data and Personal Data Vieri collects via the Services. If Subscriber post unsolicited information in a public place, such as on Vieri' blog, social media sites, support forums, or suggestions for new products or improvements to existing products, it shall be deemed non-confidential and becomes public information which can be shared, distributed and reproduced without limitation or attribution.