



Terms of Service

May 31st, 2018 – rev 10.

These are our Terms of Service ("Terms"). Make sure you read these Terms carefully before subscribing to Papyrs. By using Papyrs you agree to become bound by these Terms. If you do not agree to all Terms, you may not use Papyrs.

General

1. Papyrs is a product by Stunf B.V. Stunf B.V. is a Dutch company and acts according to Dutch law.
2. We reserve the right to add, change or remove functionality of Papyrs at any time. Any changes, additions and new functionality shall be subject to these Terms.
3. All details you provide to subscribe to Papyrs must be complete and valid.
4. You may not use Papyrs for any illegal purposes, or violate any local or Dutch laws with Papyrs.

Account

1. An account must be created by a human (i.e. using automated methods is not allowed).
2. You may create multiple accounts if needed.
3. Automated access to your own account is allowed within reason. We reserve the right to (temporarily) block offending accounts if automated access disrupts the service for other users.
4. You are responsible for maintaining the security of your account and your password(s).
5. You are responsible for all activities that occur under your account.
6. You are responsible for any material posted to your account.
7. After the free trial period a subscription is needed in order to continue using Papyrs.
8. After the free trial period a valid user license is needed for every person using Papyrs in your user account. Account sharing is not permitted.

Subscriptions, Cancellations, Upgrading/Downgrading and Termination

1. You may cancel a subscription of yours at any time by closing the corresponding Papyrs account via the Papyrs Account Settings page.
2. When you cancel a subscription existing unpaid invoices will be voided.
3. Closing an account is permanent. It cannot be undone.
4. You may upgrade or downgrade your subscription at any time at no extra cost.
5. Upgrades and downgrades of subscriptions may take several days to process.
6. We reserve the right to suspend and delete accounts in case of non-payment.
7. Prices of all services are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Papyrs site.
8. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Papyrs service.
9. We reserve the right to close your account and cancel your subscription if you violate any of these Terms.

Payments and Refunds

1. We automatically charge your credit card at the start of a new billing cycle of your active subscription.
2. We work together with a PCI Compliant 3rd party payment provider and we do not store or process your credit card information ourselves.
3. If you are based in the European Union ("EU") you will be charged in Euros.
4. If you are based outside of the EU you will not be charged VAT.
5. If you are based in the EU, but do not provide a valid VAT ID, additional VAT charges may apply.
6. We reserve the right to subtract transaction fees from refunds.
7. Refund requests are always honored if requested within 30 days of the first invoice payment.
8. Refund requests requested after 30 days of the first invoice payment are dealt with on a case by case basis.
9. Refunds may take several days to process, depending on third party payment operators.

Privacy & GDPR

Privacy is very important to us and all parts of Papyrs are built with data and privacy protection in mind. We are also compliant with the General Data Protection Regulation (GDPR).

If any EU personal data is imported, stored or generated on your Papyrs account, you are a controller of personal data under the GDPR, and we process this data as a processor. Under the GDPR, you will need to sign a Data Processing Agreement (DPA) with us. Please contact us at team@papyrs.com and we will provide you with a copy of our DPA to sign.

Papyrs distinguishes between data stored by our customers on our platform (here called Customer Data), and data stored by us about our customers (here called Requested Data). We are processor of the Customer Data and controller for the Requested Data. This section contains an overview of our privacy safeguards:

1. Consent: By opening an account and agreeing to these terms, you instruct us to process your Customer Data for the purpose of delivering the service (Papyrs) to you, and allow the use of Requested Data for the purposes described below (2). No data will be used for any other purposes, unless we are required to do so by law.
2. Requested Data types: The only personal data Papyrs collects from its customers is what we need for security purposes, keeping track of bugs/improving functionality, and for invoicing:
 - When subscribing to Papyrs, we ask for a billing address and other invoicing details. By law we are required to store invoicing details for at least 10 years. We use our payment provider to collect and process credit card data.
 - Email addresses of users to send account notifications. This data will be deleted once the account is closed.
 - Details of how Papyrs is accessed (IP address, browser and device) to detect security or performance issues with the service. Logs are deleted within 120 days.
 - When an error occurs in Papyrs, we log how and when this occurred so we can resolve the issue in the application.
 - Statistics about which features are used. Account-related details are deleted when an account is closed, but we may keep aggregate anonymous data.
3. Customer Data: We reserve no rights over the data and intellectual property on your account. We own the service, not your data. Likewise, you are responsible for the accuracy, quality, and legality of Customer Data and the means by which it was obtained and controlled.
4. Data transfers: We only share data with partners we've contracted to provide certain services to run Papyrs, such as a payment processor and our datacenters. We have signed data processing agreements with all our partners, to ensure the same level of data/privacy protection and GDPR compliance. A current list of our partners can be found at <https://a.papyrs.com/accounts/subprocessors/>.
5. Confidentiality: Papyrs is designed for sharing private company information internally, and we will treat all information entered into Papyrs as confidential. We can access your account if you request us to do so in order to assist with a support query. Only key personnel, required to treat the information as confidential, will be able to access this data.
6. Public pages: the only exception to the above point are individual pages which you explicitly mark as publicly accessible ("Public") in the Page Settings dialog. The use of this feature is totally optional, and always off by default. Stunf may use (parts of) those publicly visible pages in promotional materials for Papyrs. We also

reserve the right to remove any page marked "Public" when we deem the material on the public page illegal, offensive or infringing on rights of any third party.

7. Right to erasure: When customers close their account all data they have stored on their Papyrs site will be destroyed. This happens in three phases: first the Papyrs site is deleted, then the local backups are deleted, finally the data from offline backups gets deleted. Pseudonymous data contained in system log files will be deleted as well.
8. Right to data portability: Account administrators can download a backup of their Papyrs site that contains the content of the Pages, Attachments, Discussions, and Form Records in a portable format.
9. We reserve the right to contact users via email about (among other things) changes in our policies and for reminders about subscriptions and invoices. We will not send unsolicited (spam) email. When we send out newsletters, an option to unsubscribe is always given.
10. We believe that security is of paramount importance, and we have gone to great lengths to make sure the data of our customers is safe (i.e. no data loss) and secure (i.e. no unauthorized access). We provide an overview of our security measures in our Security Policy at <https://a.papyrs.com/accounts/security/>.
11. Papyrs offers optional integration with third party applications such as Google G Suite, Google Calendar, Google Drive and Slack. We only obtain data from these services necessary for the integrations to function. All data (login tokens, user data and otherwise) obtained from integrations is treated under the same privacy and security conditions as other user data.
12. If you have any security or privacy concerns, please contact us at team@papyrs.com

Support

1. Papyrs support can be reached via email: team@papyrs.com
2. Papyrs support can also be reached via the "Feedback" dialog in the application.
3. We strive to get back to all inquiries within 12 hours.

Disclaimer of Warranties, Limitation of Liability

1. We'd like to promise Papyrs will always be here and function perfectly, but we are dependent on 3rd parties for (parts of) our hardware, software, and infrastructure required to run the Papyrs service. We cannot and do not make any guarantees with respect to the availability of Papyrs. Nor do we or our suppliers and licensors make any warranty that Papyrs will be error free or that access thereto will be continuous or uninterrupted. We hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, and fitness for a particular purpose.
2. You agree to use Papyrs at your own risk. In no event will Stunf, or its suppliers or licensors, be liable with respect to any subject matter of these Terms under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Stunf under these Terms during the twelve (12) month period prior to the cause of action. Stunf shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

We reserve the right to update and change these Terms of Service without notice. You can view the latest version of the Terms of Service at <https://a.papyrs.com/accounts/tos/>.

If you have any questions, please email team@papyrs.com.