

Picky Assist - Terms of Use

This "Terms of Use" document has been last updated on 1st December, 2018

THESE TERMS OF USE ("TERMS") ARE A BINDING CONTRACT BETWEEN YOU AND PICKY ASSIST INC ("WE", "US"), A CHATBOT PLATFORM (HENCEFORTH REFERRED TO AS THE "Platform") BUILT BY PICKY ASSIST INC, A COMPANY REGISTERED IN DELAWARE, USA HAVING ITS REGISTERED OFFICE 364 E MAIN STREET, SUITE 1004, MIDDLETOWN, DELAWARE (DE), USA -19709. BY SUBSCRIBING AND ACCESSING THE BELOW TERMS, YOU AGREE TO THESE TERMS ON BEHALF OF YOURSELF AS AN INDIVIDUAL USER, OR ON BEHALF OF THE ORGANIZATION YOU REPRESENT ("CUSTOMER", "YOU"). IN CASE YOU DO NOT AGREE TO ANY OF THE TERMS LISTED BELOW, YOU MAY REFRAIN FROM USING (OR ACCESSING) THE PLATFORM AND RELATED SERVICES.

1. Introduction

Welcome to Picky Assist, an easy-to-use, multi-messaging chatbot platform ("platform") that allows non-developers, developers, companies, individuals, and agencies to easily build, train, manage and analyse their chatbots. Please read on to learn the terms that govern your use of Picky Assist website(s), services and platform. If you have any questions, comments, or concerns regarding these terms or the Services, please feel free to connect with us at support@pickyassist.com

2. Platform Access

1. Eligibility

1. The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13
2. We do not knowingly collect or solicit personally identifiable information from children under 13. If you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us.
3. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible.
4. If you believe that a child under 13 may have provided us personal information, please contact us at support@pickyassist.com

2. Registration and Account integrity

1. As part of the registration process you will need to sign up and create an account, including a username & password, on the platform (www.pickyassist.com)
2. Your registration on the platform provides you access to a number of features and services which are permissible to be accessed only by you. This registered account and its credentials is not to be shared between users. A breach of this clause will result in termination of the abused accounts and/or all accounts provided to you.

3. If, for any reason, you suspect that your username & password has been disclosed to, or obtained, by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their username & password or other details.

3. Usage of Platform

1. Services

1. We provide you with a platform interface and a related set of services (“Services”) which can enable you to subscribe and use the same for creation, modification and maintenance of chatbot programs that may help you improve your business process(es) in an as-is condition.
2. On registration, and subject to Section 5 (when applicable), we will grant to you the right to access and use the Platform, and any related functionality, in accordance with the Terms mentioned in this document
3. Your use of the Services is also governed by (and subject to) different platform policies that Picky Assist can be integrated with and which are hereby incorporated by reference and are a part of these Terms.

Facebook:- <https://developers.facebook.com/policy>

WhatsApp :- <https://www.whatsapp.com/legal/business-terms/>

Telegram:- <https://core.telegram.org/>

Kik:- <https://www.kik.com/developers/>

Viber:- <https://www.viber.com/terms/viber-developer-distribution-agreement/>

Line:- <https://developers.line.me/>

Skype:-<https://www.botframework.com/Content/Developer-Code-of-Conduct-for-Microsoft-Bot-Framework.htm>

Slack:- <https://api.slack.com/developer-policy>

4. You are solely responsible and liable for complying with the Platform Policies that you opt for building your chatbot and Picky Assist bears no commercial or any other liability or responsibility for the users that access the bot and the data that gets created. By using the platform you implicitly agree to and accept all of the Terms and Conditions, or you will lose the right to use the right to use the platform and services. Your using the Services in any way means that you agree to some and not all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy and Data Processing Agreement (addendum).

2. Limitations of Service

1. It is acknowledged and agreed upon that you are completely responsible for evaluating the integrity, quality, accuracy or reliability of any data provided to us before making/ implementing any decisions based on this information and any consequences that arise out of this.
2. You acknowledge that we do not assume any liability for any data handled/generated by you on the platform

3. The licenses granted herein are only for the purpose of allowing you to connect to and use the Services for your personal or internal business use. You will not use the services to perform natural language processing for any third parties.

3. Service Revisions

1. As we are constantly trying to improve our the platform, we may introduce modifications/revisions to the functionality, content, features and modules of the platform, or choose to discontinue or impose limits on certain features or restrict access to parts or all of the Services, at any time without notice.
2. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), at our sole discretion, and without notice. For any disruption in service or interruptions please send an email to support@pickyassist.com for support and clarifications.
3. We will provide advance notice to you if there is a change to the Services resulting in overall material decrease in functionality of the platform or changes to this Agreement by posting such changes on our website, or via emails. In such cases, you may terminate your subscription in accordance with Section 10.2 (Termination)

4. Temporary Suspension of Services

1. We may temporarily limit or suspend the Services from time to time at its discretion including to perform upgrades to, and maintenance of, the platform.
2. We also hold the rights to terminate access to the platform based on any missed payments as per contractual agreements forwarded to you. Your access to the platform and/or subscription or other payments for use of Picky Assist represents an agreement to abide by the commercial terms and conditions of the contract forwarded to you, the usage Terms and Conditions listed in this document as well as the Privacy Policy and Data Processing Agreement that accompany and are available on www.pickyassist.com

5. Unacceptable Use of Services and User Conduct

1. You represent, warrant, and agree that you will not create and / or contribute any Content or User Submission (each of those terms is defined below) or otherwise create any chatbots or use the Services in a manner that:
 - (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including Picky Assist);
 - (b) Violates any law or regulation, including any applicable export control laws;
 - (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
 - (d) Jeopardizes the security of your Picky Assist account or anyone else's (such as allowing someone else to log in to the Services as you);
 - (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
 - (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
 - (g) Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the

Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
(h) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
(i) Copies or stores any significant portion of the Content;
(j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.
(k) Is non compliant with any international agreements on Global Data Privacy Regulations (GDPR) and The Children's Online Privacy Protection Act ("COPPA") and any of its revisions, changes or impacts that are listed and will be communicated to you in case of any changes from the current regulation

2. A violation of any of the foregoing is grounds for termination of your right to use or access the Services, with or without notice and surrender of your contact information, data and intelligence that you have built on the platform, subject to legal notices received by a regulatory body received in such a situation.

6. Account Access

1. As discussed in Section 2.2, you are solely responsible for the credentials to your account and for any activity that happens in the account, intentionally or unintentionally.
2. In case any unwarranted activity is noticed, you should notify us immediately by sending an email to support@pickyassist.com

7. System Maintenance

1. You are responsible to maintain and upgrade any OS or systems that are used to access the platform. Any problem caused in the use of the platform because of older/legacy/unsupported systems is solely your responsibility.

8. Compliance with Laws

1. You shall comply with all applicable laws including the ones around protection of personal information and data privacy.
2. You are responsible for obtaining any consent required by law from your users to allow the use of their personal information (if required) for use the our services, in accordance with the general terms, privacy policy and Data Processing Agreement.

9. Compliance by Users

1. You will need to ensure that your Users are informed that they are governed by, and hence comply with, all applicable laws, including laws governing the protection of personal information.

4. Data & Privacy Policy

1. Data Ownership

1. As defined in the Data Processing Agreement, all information shared with us is owned by you. We are not responsible for evaluating its integrity, quality, accuracy or reliability.
2. You acknowledge that the responsibility of any data provided/used on the platform is your responsibility. Any loss of data caused by the downgrading and removal of any service within the account connected to the downgrade, is also your responsibility.

2. Copyrighted Material

1. Digital Millennium Copyright Act (the "DMCA") relates to online service providers, like us, who are responsible to remove any material that allegedly violates someone's copyright.
2. We respect others' intellectual property rights, and we reserve the right to delete or disable any such content, and to terminate the any account(s) that is/are alleged repeat-infringers.

3. Content Monitoring

1. Any information or content publicly posted or privately transmitted through the Services, and any chatbots created using the platform, are the sole responsibility of the person from whom such content is originated. You should access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it.
2. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content. You hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the platform.
3. You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.
4. The Services may contain links or connections to third party websites or services that are not owned or controlled by us. When you access third party websites or use third party services, you accept that there are risks in doing so, and that we are not responsible for such risks. We encourage you to be aware of this and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize. You are solely responsible for complying with the terms and conditions, any liability or commercial conditions set forth and arising from any third party provider access that you connect to via the Platform
5. We have no control over, and assume no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, we will not and cannot monitor, verify, censor or edit the content of any third party site or

service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

6. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.
7. If there is a dispute between participants on this site, or between users and any third party, or a dispute arising out of violation of terms and conditions set forth here for the use of the Platform, you agree that we are under no obligation to become involved. In the event that you have a dispute with one or more other users, you release us, our officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

4. Data Processing, Access and Backups

1. We may utilize the services of multiple sub processors for the purpose of providing the services.
2. Any data collected by us through our services shall be as defined by us in the Data Processing Agreement
3. It is advisable that you take all required backups of your data prior to requesting a downgrade (or termination) in service

5. Privacy Policy

1. We take the privacy of our users very seriously. For our latest Privacy Policy,
2. We do not explicitly collect any personal information such as age, gender, address etc. unless shared

5. Subscriptions, Payments and Billing

1. Free Trial

1. We offer some basic functionalities of our Services under a Free Trial. In case you register for this service, we will make it available to you free of charge, for a trial basis, until the earlier of (a) the end of the free trial applicable to you; (b) the start date of any subscription purchased by you; or (c) termination of the trial by us at our sole discretion.

2. Subscription Plans & Fees

1. In order to avail access to different features/services from the platform, you may be required to choose (and pay for) specific subscription plans, as designed and

defined by us. The plans and pricing are subject to change subject to term and commercial agreement for any subscription plans signed by us with you which will uphold over any pricing changes

2. We have a pre-set, tier based, subscription plans which have been structured based on many factors like number of bots, number of interactions, and many other modules.
3. You may choose a relevant subscription plan of your choice (or that is prescribed by us), by making an upfront payment of the prescribed fees. We have flexible billing plans, should you wish to term based payments. For subscription modifications refer section 5.3.
4. We reserve the right to change all/any of the subscription plan tiers, its pricing and the features offered at any time and without prior notice.

3. Subscription Changes (Upgrade/Downgrade)

5. Picky Assist provides easy upgrade/downgrade options from your chosen subscription.

6. Plan Upgrade

Whenever you would want to upgrade your subscription plan, you can do so from the platform. On upgrade, a pro-rata bill (for the upgraded plan) will be generated based on number of remaining days in the existing billing cycle. All subsequent bills will be generated based on the upgraded plan amount.

7. Plan Downgrade

If you ever wish to downgrade your existing subscription plan, you may choose to do so from the platform. Downgrades will be applied only at the end of current billing term. All subsequent bills will be generated based on the downgraded plan amount.

8. For immediate downgrades, you may reach out to us at support@pickyassist.com

4. Subscription Cancellation

1. All subscription cancellations will be done manually.
2. You may cancel your account(s) at any point of time. If you wish so, please reach out to us at support@pickyassist.com for processing cancellations.
3. No refunds will be processed for subscription cancellations (as described in 5.5)

5. Refund Policy

1. NO REFUNDS will be offered for remaining unused days, on cancellation from an existing Subscription Plan
2. NO REFUNDS will be offered if a downgrade is requested before the end of current billing term.

3. In case of any queries, you can write to us at support@pickyassist.com

6. Processing of Payments and Billing

1. We reserve the right to use a third party payment processor, which is PCI-DSS compliant, for all billing and payment receipts.
2. The credit card information provided to us shall be automatically charged for any modification to existing services, or upon renewal.
3. In the event where you do not wish to process your payment via credit card, you can do so through bank/wire transfer/cheque. This would be done only on your explicit request by writing to us at support@pickyassist.com
4. In the event that we are unable to bill the credit card on file or you request us (in writing over email) to not bill the credit card, you shall be solely responsible for completing the expected payment by whatever means. In the event that payment is not made, the services may become unavailable to you and we may terminate this Agreement without notice.

7. Revision of Fees

1. We reserve the right to revise the service fees applicable for a paid plan or functionality at its sole discretion.
2. The revised fees will only take effect from the next renewal date of your existing subscription plan
3. You would be notified over email in case of such revision of fees.

6. Disclaimer of Warranty

1. Risk

1. Neither Picky Assist, nor its licensors or suppliers, make any representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. We are not responsible for any links to third party websites from the Service and the inclusion of any link does not imply an endorsement of a third party website or service by us
2. THE SERVICES AND CONTENT ARE PROVIDED BY PICKY ASSIST (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
3. ANY USE OF THE SERVICES IS AT YOUR OWN RISK. THE SOFTWARE MAY CONTAIN BUGS, ERRORS. WE DO NOT WARRANT THE PERFORMANCE OF THE SERVICES, THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL OPERATE IN ACCORDANCE WITH ANY ACCOMPANYING DOCUMENTATION

2. Use of Internet

1. Our Services are provided over the Internet. As such, the Services are subject to the operation of the Internet and telecommunications infrastructures as well as the operation of your Internet connection services, all of which are beyond our control.
2. We do not warrant that the services will be uninterrupted or that you will be able to access or use the Services at the location and times of your choosing.

3. Technical Support

1. We provide all kinds of technical support for any issues/roadblocks to the usage of the available services, based on our Support Policy.
2. The support would be provided over email. All communications regarding the same are expected to be directed to support@pickyassist.com
3. We reserve the right not to provide a full technical support service to free or trial account users.
4. You are solely responsible for the procurement of any hardware or services required to use the Services, including any computers, servers, or Internet access.

7. Liability Limits

1. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL PICKY ASSIST (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO PICKY ASSIST IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.
2. We shall not be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including loss of profits.
3. EXCEPT AS STATED IN SECTION 7.1, PICKY ASSIST AND ITS AFFILIATES, OFFICERS, LICENSORS, AND/OR CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, OUR LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW IN SUCH STATE.

8. Indemnity

1. To the fullest extent allowed by applicable law, you agree to indemnify and hold us, and our affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account, including those mentioned in Section 3.5), (b) your violation of these Terms, or (c) your infringement upon any intellectual property or other proprietary right of any person or entity.
2. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).
3. We may, at our own expense, assume the defense and control of any matter otherwise subject to indemnification by you. Doing so shall not excuse your indemnity obligations in this Agreement. The terms of this paragraph will survive any termination or cancellation of the Agreement.

9. Ownership

1. Intellectual Property

1. The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Picky Assist's) rights.
2. You understand that we own the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services. The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

2. User Submissions

1. Anything you (or your users) post, upload, share, store, or otherwise provide through the Services, including any chatbots you create and/or communicate with through the Services, is your "User Submission."
2. Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information

3. For all User Submissions, you hereby grant us a license to translate, modify (for technical purposes, for example making sure your content is viewable on an Android device as well as a desktop) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.
4. If you store a User Submission in your own personal Picky Assist account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant us the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.
5. If you share a User Submission only in a manner that only certain specified users can view; for example, a private message to a chatbot (a “Limited Audience User Submission”), then you grant us the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.
6. If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “Public User Submission”), then you grant us the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Picky Assist users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services for any purpose. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.
7. You agree that the licenses you grant are royalty-free, perpetual, sublicensable, irrevocable, and worldwide. All chatbots created through the Services will automatically include an attribution to Picky Assist. You agree not to remove, modify, or obscure the Picky Assist attribution. In addition, you hereby grant us a nonexclusive license to use any chatbots you create using the Services in Picky Assist’s marketing materials (such as on pickyassist.com). Finally, you understand and agree that Picky Assist, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

10. Terms

1. Effective Date of Terms

1. The Terms mentioned here are a binding contract between you and us

2. The general terms are effective as of the first date that a customer or a user of the website accesses or uses the Picky Assist platform or website, until they are terminated by both or any of the the parties in accordance with Section 10.2.
3. This Agreement is effective until terminated by you or by us.
4. Any Additional Services subscribed to post termination will be subject to ac is licensed only for the Subscription Period selected during the registration or upgrade. The Subscription Period may be renewed by paying an additional license fee as set forth on the Picky Assist website. This renewal fee may be charged automatically to the credit card used to initially pay for the Services.

2. Termination by You

1. You're free to stop using the Services at any time; just email us at support@pickyassist.com to notify.
2. Services may be terminated by notifying Picky Assist of your intent to terminate this Agreement. Notification of termination must be sent by email to . Your termination will be effective upon Picky Assist's receipt and processing of the email. Processing may take up to 48 hours.
3. Any Additional Services subscribed to post termination will be licensed only for the Subscription Period selected during the registration or upgrade, and after payment of the relevant fees.

3. Termination by Picky Assist

1. We are free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms (as described in Section 3.5). We have the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.
2. We may terminate this Agreement at any time and for any reason. We may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If we deem your use to be excessive, we may terminate your account or adjust the price of the Services.
3. Any Additional Services subscribed to post termination will be subject to review by us and can be availed only if found acceptable. The additional services will then be treated as a new registration and will be licensed only for the Subscription Period selected during the registration, and after payment of the relevant fees

4. Events upon Termination

1. Account termination may result in destruction of any chatbots and Content associated with your account, so keep that in mind before you decide to terminate your account.
2. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may

not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Picky Assist.

3. Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership of intellectual property rights, and terms regarding disputes between us.
4. Upon termination, you must immediately cease using the Services. Upon termination, we may disable further use of the Services or related Services without further notice and may delete, remove, and erase any account information and any data stored by us. Such deletions are in our sole discretion and may occur without notice to you. No refunds shall be given for any reason.

5. Refunds on Termination

1. Section 5.5 (No Refunds) applies, regardless of the cause of termination, cancellation, or downgrade of subscription.

11. General

1. Jurisdiction

1. These Terms are governed by and will be construed under the laws of USA, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in USA, in English. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in Delaware (state), USA (Country). Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND PICKY ASSIST ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
2. These general terms shall be governed solely by the laws of the United States of America without regard to conflicts of law provisions thereof. You agree that the exclusive forum for any disputes arising out of or relating to this Agreement shall be an appropriate federal or state court sitting in the United States of America.

2. Force Majeure

1. We shall not be liable by reason of any failure or delay in performance of its obligation on account of an unforeseeable and irresistible event, including external causes with the same characteristics (a "Force Majeure"), which may include DOS attack, strikes, shortages, riots, fires, act of god, failure by a third party hosting or utility provider, war, terrorism and government action.

3. Notice

1. Picky Assist may send notices to the customer's email contact points provided by the customer, pursuant to these terms. You may send notices pursuant to these terms at . All notices will be considered received 24 hours after they are sent.
2. All questions, notices, demands, or requests to Picky Assist with respect to this Agreement shall be made in writing to:

4. Assignment & Successors

1. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Picky Assist's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.
2. These Terms shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
3. You may not assign or transfer, or purport to assign or transfer, any of your rights, duties, or obligations under the Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise. Picky Assist may assign or transfer this Agreement in its sole discretion.

5. Amendments

1. As we are constantly trying to improve our the platform, the Terms may be subject to change
2. We reserve the right, and may amend, the Terms of this agreement and related services offered under this agreement (including license fees, availability, equipment and Services requirements, and limits or restrictions on the use of Services or services) at any time, at our sole discretion without notice.
3. In case of any such amendments, we will bring it to your attention by notifying you through an email, post on Picky Assist website, and/or by some other means, as far as possible.
4. The amendments made will be effective immediately after posting it. Continued use of the Services after the amendment constitutes your acceptance of the same.
5. If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services.
6. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

6. Waiver

1. No waiver, delay or discharge by a party will be valid unless in writing and signed by an authorized representative of the party against which its enforcement is sought. Neither the failure of either party to exercise any right of termination nor the waiver of any default will constitute a waiver of the rights granted in the Agreement with respect to any subsequent or other default.

2. Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

7. Severability

1. The foregoing paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.
2. If a provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will not be affected, impaired or invalidated. If the absence of the provision adversely affects the substantive rights of a party, the parties agree to replace the provision with a new provision that closely approximates the economic and proprietary results intended by the parties.

12. Entire Agreement

1. The Agreement, the Privacy Policy, Data Processing Agreement, and all other attached Schedules contain the entire and exclusive Agreement and understanding between the parties on the subject matter of the Agreement.
2. The Agreement supersedes all prior agreements, understandings and arrangements related to the subject matter. No representation, undertaking or promise made prior to the Agreement shall be effective or valid except as may be expressly stated in the Agreement.

13. Acceptance Signature

1. BY USING, APPLYING FOR, OR ACCEPTING THE SERVICES YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH IT. DO NOT USE THE SERVICES IF YOU DO NOT AGREE TO THIS AGREEMENT.

Addendum - Picky Assist Data Processing Agreement

(hereinafter referred to as "Picky Assist DPA")

Version 1.0 – December 1 st, 2018

This Picky Assist Data Protection Addendum ("**Addendum**") including the Standard Contractual Clauses forms part of the agreement between the parties as defined by the Picky Assist Customer Terms of Service ("**Agreement**")

The term of this DPA shall follow the term of the Agreement. Terms not otherwise defined herein shall have the meaning as set forth in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

1. Definitions

In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1. "**Applicable Laws**" means (a) European Union or Member State laws with respect to any Company Personal Data in respect of which any Company Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Company Personal Data in respect of which any Company Group Member is subject to any other Data Protection Laws;
2. "**Company Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Company, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
3. "**Company Group Member**" means Company or any Company Affiliate;
4. "**Company Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a Company Group Member pursuant to or in connection with the Agreement;
5. "**Contracted Processor**" means Vendor or a Subprocessor;
6. "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
7. "**EEA**" means the European Economic Area;
8. "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
9. "**GDPR**" means EU General Data Protection Regulation 2016/679;
10. "**Restricted Transfer**" means:
 1. a transfer of Company Personal Data from any Company Group Member to a Contracted Processor; or
 2. an onward transfer of Company Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be

prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under section [6.4.3 or] 12 below;

11. "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Vendor for Company Group Members pursuant to the Agreement;
12. "**Standard Contractual Clauses**" means the contractual clauses set out in Annex 2, amended as indicated (in square brackets and italics) in that Annex and under section 13.4;
13. "**Subprocessor**" means any person (including any third party and any Vendor Affiliate, but excluding an employee of Vendor or any of its sub-contractors) appointed by or on behalf of Vendor or any Vendor Affiliate to Process Personal Data on behalf of any Company Group Member in connection with the Agreement; and
14. "**Vendor Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Vendor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
15. "**Vendor**" would mean Picky Assist Inc, owners of the platform Picky Assist.
16. The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

1. Vendor and each Vendor Affiliate shall:
 1. Not Process Company Personal Data other than on the relevant Company Group Member's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Vendor or the relevant Vendor Affiliate shall to the extent permitted by Applicable Laws inform the relevant Company Group Member of that legal requirement before the relevant Processing of that Personal Data.
2. Each Company Group Member:
 1. instructs Vendor and each Vendor Affiliate (and authorises Vendor and each Vendor Affiliate to instruct each Subprocessor) to:
 1. Process Company Personal Data; and
 2. in particular, transfer Company Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with the Agreement; and

2. warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 2.2.1 on behalf of each relevant Company Affiliate.
3. Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Company Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Company may make reasonable amendments to Annex 1 by written notice to Vendor from time to time as Company reasonably considers necessary to meet those requirements. Nothing in Annex 1 (including as amended pursuant to this section) confers any right or imposes any obligation on any party to this Addendum.

3. Vendor and Vendor Affiliate Personnel

Vendor and each Vendor Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

1. Taking into account the state of the art technology being used in the platform, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vendor and each Vendor Affiliate shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
2. In assessing the appropriate level of security, Vendor and each Vendor Affiliate shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

1. Each Company Group Member authorises Vendor and each Vendor Affiliate to appoint (and permit each Subprocessor appointed in accordance with this section 5 to appoint) Subprocessors in accordance with this section 5 and any restrictions in the Agreement.
2. Vendor and each Vendor Affiliate may continue to use those Subprocessors already engaged by Vendor or any Vendor Affiliate as at the date of this Addendum, subject to Vendor and each Vendor Affiliate in each case as soon as practicable meeting the obligations set out in section 5.4.
3. Vendor shall give Company prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the

Subprocessor. If, within 30 days of receipt of that notice, Company notifies Vendor in writing of any objections (on reasonable grounds) to the proposed appointment: Neither Vendor nor any Vendor Affiliate shall appoint (or disclose any Company Personal Data to) that proposed Subprocessor until reasonable steps have been taken to address the objections raised by any Company Group Member and Company has been provided with a reasonable written explanation of the steps taken.

4. With respect to each Subprocessor, Vendor or the relevant Vendor Affiliate shall:
 1. before the Subprocessor first Processes Company Personal Data (or, where relevant, in accordance with section 5.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Company Personal Data required by the Agreement;
 2. ensure that the arrangement between on the one hand (a) Vendor, or (b) the relevant Vendor Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Company Personal Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR;
 3. if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand (a) Vendor, or (b) the relevant Vendor Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes Company Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with the relevant Company Group Member(s); and
 4. provide to Company for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Company may request from time to time.
5. Vendor and each Vendor Affiliate shall ensure that each Subprocessor performs the obligations, as they apply to Processing of Company Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of Vendor.

6. Data Subject Rights

Vendor will provide reasonable assistance, including technical and organizational measures and taking into account the nature of the Processing, to enable Controller to respond to any request from Data Subjects seeking to exercise their rights under the Data Protection Law with respect to Personal Data (including access, rectification, restriction, deletion or portability of Personal Data, as applicable), to the extent permitted by the law. If such request is made directly to Vendor, Vendor will promptly inform Company Group Member and will advise Data Subjects to submit their request to the Company Group Member directly, who shall be solely responsible for responding to any Data Subjects' requests.

7. Personal Data Breach

1. Vendor shall notify Company without undue delay upon Vendor or any Subprocessor becoming aware of a Personal Data Breach affecting Company

Personal Data, providing Company with sufficient information to allow each Company Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

2. Vendor shall co-operate with Company and each Company Group Member and take such reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

Vendor and each Vendor Affiliate shall provide reasonable assistance to each Company Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required of any Company Group Member by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Company Personal Data

Other than to the extent required to comply with Data Protection Law, following termination or expiry of the Agreement, Processor will return or delete all Personal Data processed pursuant to this DPA in a reasonable time frame. If Processor is unable to delete Personal Data for technical or other reasons, Processor will apply measures to ensure that Personal Data is blocked from any further Processing.

10. Audit

1. Vendor and each Vendor Affiliate shall make available to each Company Group Member on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by any Company Group Member or an auditor mandated by any Company Group Member in relation to the Processing of the Company Personal Data by the Contracted Processors.
2. Information and audit rights of the Company Group Members only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).
3. Company or the relevant Company Affiliate undertaking an audit shall give Vendor or the relevant Vendor Affiliate reasonable notice of any audit or inspection to be conducted under section 10.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:
 1. to any individual unless he or she produces reasonable evidence of identity and authority;

2. outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Company or the relevant Company Affiliate undertaking an audit has given notice to Vendor or the relevant Vendor Affiliate that this is the case before attendance outside those hours begins; or
3. for the purposes of more than [one] audit or inspection, in respect of each Contracted Processor, in any [calendar year], except for any additional audits or inspections which:
 1. Company or the relevant Company Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to Vendor's or the relevant Vendor Affiliate's compliance with this Addendum; or
 2. A Company Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where Company or the relevant Company Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to Vendor or the relevant Vendor Affiliate of the audit or inspection

11. Restricted Transfers

1. Subject to section 11.3, each Company Group Member (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Company Group Member to that Contracted Processor.
2. The Standard Contractual Clauses shall come into effect under section 11.1 on the later of:
 1. the data exporter becoming a party to them;
 2. the data importer becoming a party to them; and
 3. commencement of the relevant Restricted Transfer.
3. Section 11.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.

12. General Terms

Effective 25 May 2018 Picky Assist will process Personal Data in accordance with the GDPR requirements contained herein which are directly applicable to Picky Assist's provision of the Subscription Services.

1. Nothing in this Addendum reduces Vendor's or any Vendor Affiliate's obligations under the Agreement in relation to the protection of Personal Data or permits Vendor or any Vendor Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

2. Subject to section 12.1, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.
3. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection,

The Customer, as defined in the Picky Assist Customer Terms of Service (the "data exporter") And Picky Assist Inc., (the "data importer"), each a 'party'; together 'the parties', HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1 - Definitions

For the purposes of the Clauses:

- (a) **'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) **'the Data Exporter'** means the controller who transfers the personal data;
- (c) **'the Data Importer'** means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) **'the Subprocessor'** means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) **'the applicable data protection law'** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) **'technical and organisational security measures'** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss,

alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2 - Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3 - Third-party beneficiary clause

- The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4 - Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;

- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5 - Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6 - Liability

The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

Clause 7 - Mediation and jurisdiction

The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

- The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8 - Cooperation with supervisory authorities

- The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

- The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

- The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9 - Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10 - Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11 - Subprocessing

- The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

- The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

- The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

- The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12 - Obligation after the termination of personal data-processing services

- The parties agree that on the termination of the provision of data-processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

- The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

A. Data exporter

The data exporter is the Customer, as defined in the Picky Assist Customer Terms of Service (“Agreement”).

B. Data importer

The data importer is Avronia, Inc., a global provider of chatbot and customer engagement software.

C. Data subjects

Categories of data subjects set out under Section 2 of the Data Processing Agreement to which the Clauses are attached.

D. Categories of data

Categories of personal data set out under Section 2 of the Data Processing Agreement to which the Clauses are attached.

E. Special categories of data (if appropriate)

The parties do not anticipate the transfer of special categories of data.

F. Processing operations

The processing activities set out under Section 2 of the Data Processing Agreement to which the Clauses are attached

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses.

importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached): Picky Assist currently observes the security practices as described in this Appendix 2. Notwithstanding any provision to the contrary otherwise agreed to by data exporter, Picky Assist may modify or update these practices at its discretion provided that such modification and update does not result in a material degradation in the protection offered by these practices. All capitalized terms not otherwise defined herein shall have the meanings as set forth in the Agreement and the Addendum.

Hosting: Picky Assist hosts its platform and services on outsourced subprocessors who adhere to strict physical and environmental guidelines. Picky Assist maintains contractual relationships with such vendors in order to provide the Service in accordance with our

Data Processing Agreement

Authentication: Customer data is stored in multi-tenant systems whose access is provided via the platform via user interface or application programming interface. Authentication mechanism is put in place for such access with a defined policy for passwords. Picky

Assist's authorization model enforces that only users with specified access can use the platform.

Access controls and monitoring: Network access control mechanisms are enabled to prevent access to unauthorized protocols keeping the underlying platform safe. Picky Assist has systems in place to detect and notify abnormal network activity patterns. Picky Assist also performs periodic vulnerability detection scans to determine system risks. Platform Data Access: A limited subset of Picky Assist's employees have access to the customer data who have abided by company Non-Disclosure Agreements. Such access is controlled and secured by two-factor authentication. A review is done at least twice a year to determine the roles and individuals requiring such access.

Background Checks: All Picky Assist employees undergo background checks prior to the acceptance of their employment offer under the prevailing legal guidelines. All employees are required to act in a manner consistent with the company's policies, non-disclosure and other contractual requirements.

Data Transmission: All network communication on the platform happens over secured

HTTPS protocol. Picky Assist follows industry standard implementation for HTTPS.

Data at Rest: As of 25th of May, 2018, Picky Assist has implemented changes to secure the data by using industry standard encryption.

Detection: Picky Assist logs data around platform access and usage, which includes alerting systems that would trigger in case of unintended or malicious use of the platform.

Security Incidents: An incident log is maintained of every incident where an abnormal platform use or data access is determined, including details and impact. On every incident an impact analysis is performed and steps are taken to limit the damage to systems and unauthorized access.

Communication: If Picky Assist becomes aware of unlawful access to customer data, Picky Assist agrees to notify the customers of the incident. It also would communicate - information about the incident and steps taken for its resolution. Notification for such incidents will be sent to individual customers or such groups having been affected by the incident over email and/or phone or a medium Picky Assist deems fit.

Availability: Picky Assist via its infrastructure providers ensure a platform availability of 99.9% availability of the platform and supporting systems.

Backups: Data backups are taken for customer data and configurations at regular intervals. The periodicity of such backups may change without affecting the terms of the agreement.

List of Sub-Processors

Amazon Web Services, Inc.
IBM, Inc
Softlayer, Inc
Google, Inc.
Facebook, Inc.
WhatsApp, Inc.
Sendgrid, Inc