

TERMS AND PRIVACY POLICY OF PITCH EHF. (GRASPRO)

The following are the Terms and Privacy Policy of Pitch ehf., ID. 410201-2320, Flugvallarbraut 752, 262 Reykjanesbae, Iceland.

Terms and Privacy Policy are in effect from 1st January 2021.

This Terms and Privacy Policy covers information Pitch collects from Users and Customers, explains Terms and conditions of use of our Website and Software, located at www.gras.pro.

By accessing the Website, logging and using our Software, or otherwise, the Customer is agreeing to this Terms and Privacy Policy. The Customer is consenting to the collection, use, disclosure and other handling of Customer's information as described below.

1. Definitions of terms

Agreement is agreement between Pitch and a Customer that comes into force upon logging into Pitch Software for the use of a Licence.

Pitch is Pitch ehf and its subsidiaries.

Customer means an individual or business that uses goods, Software or Services from Pitch.

User means a customer or another user of Pitch's goods or services.

Hardware means any equipment used for data processing and other related use.

Licence – Licence means permission to use particular Software based on the Terms. Licence, in this Agreement, is a free of charge access account, free of charge trial account or free of charge demo access account at GrasPro Software.

Licence unit means a single Licence of Software for specified use e.g., on each pitch, other specified area or purpose by terms of an agreement.

Parties: refers to the Parties of an Agreement.

Service means functional Services ancillary to goods. Can be in the form of provided work, assistance, knowledge, Software and more.

Software is any type of sentence, instructions and/or program used to operate computers and other data processing systems and to execute a specific task. Including all documentation, specifications, manuals and instructions.

Terms and Privacy Policy means the general and the specific Terms and Conditions and Privacy Policy of Pitch.

2. Obligations and use of Service

The Customer is responsible that data processed by his Licence, for use of Pitch Software, does not violate laws or the rights of others. In the event of such violations, Pitch may take action permitted by law, such as to remove or prevent access to the data.

It is strictly prohibited to:

Use or encourage others to use the Software and/or Service for any unlawful and/or harmful purposes or to violate common decency and/or the rights of others.

Cause abnormal load on the Service and computer system or to interfere, obstruct, disturb, or affect the access of others to the Service or on the Pitch network.

Attempt in any way to access, copy, obtain or publish the underlying source code from the Software used by Pitch's systems. If e.g. due to a malfunction or other means, a user should gain access to the underlying programming code, the user must report that instantly by e-mail to info@gras.pro

Change or have others to change, reverse engineer or break the Software down in any manner without a written permission of Pitch.

Use the Service in a manner that has adverse effect on Pitch's systems, equipment and network, Pitch's business interests or interferes with systems operations of Pitch and its Customers.

Customers may not copy or allow a greater number of users or Licence units to use the Software than provided by Pitch.

Pitch reserves the right to determine whether a particular incident is in violation of the above rules.

Sale of Software only transfers user rights but not ownership for the Software.

3. Obligations and responsibilities

The Customer is responsible for that the use of the Software does not violate the rights of others and/or acts of law.

Pitch is liable for ensuring that Services are in accordance with the Licence. Liability is dependent on the use of Service being in accordance with good practices and Pitch guidelines.

Pitch store data and software in a cloud on secured servers located in European Economic Area (EEA). Pitch will take all reasonable precautions designed to safeguard data and personal information that is processed by us from loss, misuse, unauthorised access, modification, or disclosure.

Pitch warrants that Customer data is backed up regularly and securely. Backups are treated as confidential data. Pitch will delete the data with 30-day delay from the Licence expiry date.

Licence for a free trial account, free access account or demo access is always limited to the number of days, counted from the day of receiving an email with login credentials, unless otherwise individually agreed with the Customer. Pitch is not responsible for undelivered email to the Customer, therefore Customer can't claim compensation for failure to deliver the email.

Pitch is not liable for loss or damage that may occur due to equipment downtime, service delays and data loss unless such loss or damage is based on intention or gross negligence of Pitch or its employees.

Pitch is not liable for damages or delays of third Parties. Pitch is not liable for loss or damage caused by the Customer or a third party not operating on behalf of Pitch.

Pitch guarantees that Software will work as promoted subject to hardware and operating systems specified.

Pitch does not warrant that the Software will be free of error. If errors occur Customer must without a delay report problems by e-mail to info@gras.pro

Pitch can setup and test Software on the Customer's equipment based on requests. The Customer shall pay for such Service unless otherwise agreed upon.

A Customer is solely responsible and liable for the use of the Software. Pitch is not responsible in any way for functioning of Customers Hardware nor any data that may be stored on the Hardware.

4. Limitations of liability

Pitch does not warrant results from the use of its Services. The Customer has no claim on Pitch based on the use of Service.

Pitch is not liable for damages caused by the Customer or by a third party unrelated to Pitch.

Pitch can under no circumstances be held liable for Customers or third party operating losses, nor any damages to such Parties, including loss of profits or inherent gains, irrespective of whether such damage or loss can be traced to defects, damages or the destruction of the purchased Services or to other circumstances, even though Pitch was notified of the possibility of such damages.

Pitch's liability for any mistakes, errors, negligence, disruptions, delays, loss or damage or defects in Services is limited to the equivalent of the fee paid from Customer to Pitch for Service over the past three months prior to the incident that caused the loss or damage.

5. Indemnity

These Terms and Privacy Policy shall be governed by and construed in accordance with the substantive laws of Iceland. Customers undertake to comply with Icelandic laws and public authorities.

Customers undertake to respect the rights of third Parties such as copyrights, ownership rights, right of use or any other form of rights. Customers shall indemnify Pitch for any loss or damage caused by breach of the above.

6. Force majeure

Neither party to an Agreement is entitled to compensation from the counterparty when default is caused by reasons beyond such party's control and if it is prevented from or delayed in performing its obligations under this Agreement, including but not limited to acts, events, omissions or accidents beyond its reasonable control, including, without limitation, failure of a utility Service or transport or telecommunications network, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

7. Intellectual property rights

Customer has the right to use the Software or a Service in accordance with Terms and Privacy policy. Pitch is the owner of the Software and all intellectual property, including but not limited to, trademark rights, design rights, patent rights, ownership rights to professional secrets, knowhow or other such rights used or contained in the Software shall remain with Pitch and its licensors. The same applies to all additions to the Software.

Customer shall not assign rent, lease, sublicense or lend the Software to any third party. Software owned by Pitch may not be leased or lent to a third party with or without compensation.

An Agreement does not constitute a Licence to use the Software's or Software components' trademarks.

Pitch guarantees that it will hold title and/or Licence to systems or system components licensed to a Customer.

Upon termination or expiry of Agreement, Customer shall terminate access and remove Software and documentation from all Hardware upon which it is installed.

Reports, processed data, documentation, results, media, or any other data materials, in whatever stage of completion, resulting from Customer's use of the Software shall be the exclusive, unrestricted property of the Customer. The Services Provider shall not share, sell, or otherwise make any material, traceable to Customer, available to third Parties.

Pitch may use the collected information in accordance with clause 13.

Pitch is authorised to reuse all know-how, ideas, intellectual property, and methods resulting from the Services.

8. Event of default

Any breach of these Terms and Privacy Policy, shall constitute an event of default where Pitch reserves the right to cancel Service.

The following is regarded as a substantial default by the Customer:

- A default that is pending for more than 30 days from the date of a written notification from Pitch about the subject matter particulars;
- A breach of provision 2 of these Terms and Privacy Policy;

In case of a substantial default by Customer, Pitch reserves the right to take any or all of the following measures:

- Unilateral termination of an Agreement;
- To make Software unusable;
- To collect all due and undue payments; or
- Apply other default measures as appropriate.

In the event of termination of an Agreement, a Customer shall immediately stop all use of Software and immediately remove all Pitch Software from his Hardware. All data belonging to the Software must be delivered to Pitch without delay.

A Customer may terminate an Agreement in case of substantial default by Pitch lasting longer than 60 days and if Pitch has not corrected the case despite Customer's formal demand.

9. Information security, confidentiality and personal data protection

In cases where personal information, as defined in the Act on Data Protection and the Processing of Personal Data, No. 90/2018 and for the European Union residents as defined in the General Data Protection Regulation 2016/679, is recorded, due to where the Customer is required to record his name, address, e-

mail, phone number or other personal information Pitch undertakes to abide by the Act No. 90/2018 and GDPR 2016/679

Pitch observes strict confidentiality on data and matters becoming known to Pitch about the Customer and his clients.

Each Party shall, during the Term of Agreement and thereafter, keep absolutely confidential all, and shall not use for its own purposes nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party or otherwise stated in these General Terms. Each Party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

Any cost associated with the actions of Authorities against the Customer is regarded as falling outside the scope of the contract and is billed on hourly fees accordingly.

Pitch will not preserve or host Customer's traceable data after the expiration or termination of an Agreement. Pitch is not responsible for preserving Customer's data after the expiry of the Licence, unless the Customer bought an annual access to the Software, then Pitch General Terms and Conditions are in effect from a purchase date.

Upon the expiry or the termination of an Agreement a Customer must return to Pitch all Software or licences owned by Pitch in the Customer's custody.

All work carried out by Pitch due to the expiry of an Agreement will invoiced at an hourly rate.

Pitch may use the collected information for safety and security of our Services and users. Pitch may use the information to authenticate users, respond to a legal request or claim, protect against fraud and abuse, conduct audits, and enforce our terms and policies.

Pitch may become obligated by legislation or court rulings to disclose hosted data, disclose information on the business relationship or grant access to hosted Hardware to authorities. Under this circumstances Pitch will promptly notify the affected Customer.

Pitch may use the collected information, untraceable to individual customers, for the following purpose; communicate with Customers and prospects; troubleshoot and protect against errors; data analysis and testing; improve business operation and develop features and services; conduct research and surveys; make aggregated data reports; marketing and advertising use.

Pitch may disclose Customer information for fulfilling contractual terms to the same Customer and for product development and enhancement.

Pitch may use personal information, such as address, phone number or contact details, to provide information about services and products that Pitch offers. If a Customer wishes not to receive information about the service that we offer he can contact and request not to receive further material.

Customer has a right to; access of his personal data (Pitch might charge for providing a copy of personal data); to rectify his personal data if it is inaccurate or incomplete; to erase data; to restrict or object to processing under certain conditions;

Customer may object to any information use or make a request by email to info@gras.pro.

If you make a request, we have one month to respond to you.

Pitch will not allow access to, or transfer Customers personal information to any other entity or person for marketing purpose.

In highly unlikely case of Personal Data Breach, Pitch will follow GDPR guidelines including informing individuals in specified by GDPR cases; investigating, recording and reporting it to the relevant supervisory authority.

Pitch use Cookies. Cookies are text files placed on Customer computer to collect standard Internet log information and visitor behaviour information. When Customer visit our Website or Software, we may collect information from Customer automatically through cookies or similar technology. For further information, visit allaboutcookies.org.

Pitch uses Cookies in a range of ways to improve your experience on our website, including: Keeping Customer signed in; Understanding how Customer use our Website and Software; Our website analytics; Remarketing our products or services; Remembering Customer's preferences, settings, location, language, and login details; Targeted advertising and serving ads relevant to Customer's interests.

Customer may manage the cookies by setting his browser not to accept cookies, and the above website explains how to remove cookies from your Customer's browser.

10. Assignment of rights

The Customer may not assign rights under an Agreement to a third party without the written consent of Pitch.

11. Laws and legal venue

Icelandic laws shall apply to these Terms and Privacy Policy, and, as appropriate, offers tendered by Pitch to its Customers.

All disputes in connection with this Agreement, including disputes relating to its conclusion, binding effect, amendment, breach, or termination, shall be promptly settled between the Parties by negotiation. In the event a dispute cannot be resolved, it shall be brought before the District Court of Reykjavík.

Furthermore, a dispute may be referred for arbitrational settlement if both Parties so agree, in which case Act No. 53/1989 on Contractual Arbitration shall apply to the proceeding before the arbitration tribunal.