

## 1. Introduction

The Terms and Conditions written in this document shall manage your use of this product and are standard to the Profess product range. These terms will be applied fully and affect your use of this product. By logging into this product, you agree to accept all terms and conditions written in this document. If you disagree with any of these standard terms and conditions you must not continue your use of the product.

## 2. Intellectual Property Rights

Other than the content owned by yourself or by the company purchasing the product, Pillar Software and/or it's licensors own all the intellectual property rights and materials contained in this product.

## 3. Restrictions

You are specifically restricted from all of the following:

- Selling, sublicensing and/or otherwise commercialising any product material;
- Using this product in any way that is or may be damaging to this product;
- Using this product in any way that impacts user access to the product;
- Using this product in contrary to applicable laws and regulations, or in any way which may cause harm to the product, or to any person or business entity;

The purchaser of this product will provide you with a user reference and password, your user record will be granted access to areas of this product and restricted to others; you must not attempt to access restricted areas or share your unique login details with anyone else.

## 4. Your Content

In these Terms and Conditions, "Your Content" shall mean any audio, video, text, images or other material that you choose to add to the product.

Your content must be your own and must not infringing on any third parties' rights.

## 5. Definitions

"Hosted Customers" – Defined as any customer accessing our products through Pillar Software's hosted solution. The explicit websites affected are: <https://professonline.co.uk>, <https://professonline.com>, <https://professtm.co.uk>, <https://professroads.com>. This list may not be exhaustive, if you are unsure please contact Pillar Software on 01531822622 for clarification. For the purpose of data protection hosted customers data is processed by Pillar Software but not controlled by Pillar Software.

"Installed Customers" – Defined as any customers that are not "Hosted Customers". For the purpose of data protection installed customers data is neither processed nor controlled by Pillar Software.

"Personal data" – any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## 6. Personal Data Management



The personal data contained in this product is the responsibility of the customer, the controller, and as a responsible software provider Pillar Software have put facilities into the software to accommodate the requirements of GDPR. These facilities will only refer to Personal Data that has been entered into fields that are expected to contain Personal Data. This means that any fields such as “free text” fields, custom fields, user defined templates or fields labelled as containing data that wouldn’t normally be classed as Personal Data are not included in the facilities provided.

You are entitled to store data in this product however you see fit, however by using this product you agree that any personal data entered into a field not intended for personal data is your responsibility to manage and ensure that the requirements of GDPR are followed for that data. Please be aware this data will not be removed automatically by the facilities mentioned above and that to remove this data will be a manual process carried out by the controller.

For this reason, Pillar Software strongly recommended only putting personal data into fields expected for personal data.

#### 7. Severability

If any of these terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

#### 8. Variation of Terms

Pillar Software is permitted to revise these terms at any time as it sees fit, and by using our product you are expected to review these terms on a regular basis.

#### 9. Entire Agreement

These terms constitute the entire agreement between Pillar Software and you in relation to your use of this product.