

## User Agreement

### GENERAL

Under this Agreement PIE Software Pvt Ltd has agreed to provide the Licensee (as identified in the order form) with the product(s) and/or services as detailed in the order form under the terms and conditions detailed below.

#### 1. Definitions

- In these Terms, the following words shall have the following meanings:

**Content:** any information, data and/or material uploaded into the Facility by you, your employees and/or representatives, or by us on your behalf, including (without limitation) any text;

**Facility:** the online facility operating under the name "PIE " or such other name as we may determine from time to time;

**IPR ( Intellectual Property Rights):** all copyright and related rights, rights in computer software, design rights, trade marks, database rights, patents, trade secrets, know-how, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**License Fee:** means the monthly or annual license fee payable by you for your access to and use of the Facility, as detailed on our website

**Party:** you and us;

**Term:** means the period from (and including) the date you accept these Terms until your license to access and use the Facility is terminated in accordance with these Terms;

**Terms:** these terms and conditions;

**us, we, our:** PIE Software Private Limited; and

**your, you:** the organisation or person requiring access to the Facility.

- All references in these Terms to the singular shall mean the plural and vice versa, all references to persons shall include companies, partnerships and other organisations (including without limit any government departments or non-departmental government

bodies) and all references to the masculine shall include the feminine and neuter and vice versa.

## **2. Our Obligations**

- We agree to provide to you the non-exclusive, non-transferable right for you to access and use (for your own internal business purposes only) the Facility for the Term subject to these Terms.
- We will provide you with login details to enable you to connect to the Facility
- We will endeavour to provide the Facility without major interruption and materially error free.
- We reserve the right at anytime to suspend your access and/or use of the Facility for the purpose of enabling us to carry out maintenance and/or upgrades and/or to deal with any problem and/or error.
- We confirm that:
  - a. the Facility (including any Content) is hosted in Nepal;
  - b. we will not reveal any password relating to your use of the Facility to a third party without your consent; and
  - c. we will upload any initial Content provided by you to us shortly after you accept these Terms, as soon as reasonably possible after we have confirmed receipt of the same to you. We reserve the right to convert any Content provided by you into such format as we determine.

## **3. Your Obligations**

- You agree that you will:
  - a. Comply with any reasonable instructions or directions issued by us from time to time in respect of the Facility;
  - b. Conform to such protocols and standards as are issued by us from time to time in respect of the access and/or use of the Facility;
  - c. fully indemnify us against any and all claims, costs and expenses which we may incur resulting from your acts or omissions in respect of the Facility and your use of it and/or your breach of any of your obligations under these Terms; and
  - d. when using the Facility comply with all applicable laws and legislation.

- In addition you acknowledge and accept that you are solely responsible for the:

- a. accuracy of all Content uploaded onto the Facility;
- b. retention and back up of off-line hard copies of the Content uploaded onto the Facility, which we strongly advise you to keep;
- c. establishment, maintenance and monitoring of adequate internal security measures in connection with the accessing and use of the Facility by you including without limit ensuring the confidentiality and safe storage of all login details, user names and passwords and not using obvious passwords and updating them regularly and you will immediately notify us if you suspect a breach of your internal security measures (e.g. the unauthorized use of any login details, user name and/or password);
- d. not granting or allowing anyone else other than you to have access to and/or use of the Facility;
- e. ensuring that all Content (including without limit any description, date or information relating to the Content) uploaded by you or by us on your behalf is accurate and up to date; and
- f. ensuring that any security level set for any Content (whether by us or you) is correct;

- You agree that you will not (and you will ensure that your employees and representatives do not):

- a. access and/or use the Facility for any unlawful purpose or in contravention of any English or other law. This includes but is not limited to:
  - i. any act or omission which will or is likely to infringe the IPR of a third party;
  - ii. the transmission, display, downloading or uploading of any Content which is or is likely to be construed as defamatory, threatening, offensive, abusive, obscene or which will or is likely to cause unnecessary anxiety or inconvenience to a third party or which is otherwise unlawful or which will or may interfere with or disrupt the integrity or performance of the Facility or any data within the Facility;
  - iii. attempt to gain unauthorized access to the Facility
  - iv. the use of the Facility in any way that will or is likely to violate or infringe the rights of any person in Nepal or elsewhere;
  - v. the use of the Facility in any way that will or is likely to make excessive use of our network (including but not limited to spamming);

vi. the use of the Facility in any way that will or is likely to cause damage or adversely affect the operation of the Facility or interfere with or disrupt our sites, servers, or networks; and

vii. the use of the Facility in any way that will or is likely to interfere with the use and enjoyment of the Facility for other users.

- You acknowledge and agree that:

a. your right for you to use (for your own internal business purposes only) the Facility is personal to you and may not be assigned, sub-licensed, sold, resold, transferred, distributed or otherwise disposed of or commercially exploited in any way, including by way of charge, lien or other encumbrance;

b. the IPR comprised in or relating to the Facility belongs to us and these Terms do not give you any rights in or related to the Facility except as expressly provided in these Terms;

c. we have the right to connect to your Content for the purposes of providing the Facility to you (including for maintenance and technical purposes) and for checking that you are complying with these Terms;

d. we owe no obligation to you or anyone else to monitor, check or review the legality, validity or accuracy of any Content;

e. we may at any time make alterations to or withdraw the Facility or any part of it without notice;

f. we shall be entitled to advertise your use of the Facility;

g. you will pay any License Fee and other charges for your use of the Facility in accordance with these Terms;

h. we shall have the right to have access to any premises (and to any computer equipment located there which you use) for the purpose of inspecting and auditing any such computer equipment and system in order to verify compliance with these Terms, provided that we provide reasonable advance notice to you of such inspections, which shall take place at reasonable times;

i. the use of the Facility is entirely at your own risk; and

j. the Facility may contain links to other internet sites maintained by other parties unrelated to us and over which we have no control. We are not responsible for any aspect of these other sites, including the availability or reliability of their contents.

- You are responsible for the cost of all telephone or cable services and other charges you incur for the purpose of accessing and using the Facility and the cost all computer equipment, hardware and software that is necessary to enable you to access and use the Facility. You are also responsible for determining the suitability of these items for the purpose of accessing and using the Facility.

#### **4. Warranties and Liability**

- We do not warrant the:

a. Facility against failure of performance; or

b. Validity; legality or accuracy of any Content placed on the Facility by you, your employees and/or representatives, or by us on your behalf

- In no event shall we be liable for operational difficulties caused by or arising from the integration of the Facility with any third party equipment or software not supplied or approved by us or by any modifications, variations or additions made to the Facility not undertaken by us, or caused by any abuse, corruption or incorrect use of the Facility, including, without limitation, use of the Facility with hardware and/or software which is incompatible with the Facility.

- We do not represent nor do we give any warranty, guarantee or undertaking of any kind that the Facility is free from all bugs, errors or mistakes, or that it will meet your requirements and it your responsibility to ensure that the Facility will meet your requirements.

- These Terms are in lieu of all warranties, conditions, terms, undertakings, representations and obligations (including, but no limited to, any implied warranty as to satisfactory quality or fitness for a particular purpose) express or implied by statute, common law, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

- Neither Party shall have any liability to the other Party (howsoever arising, including any liability in tort) under or in connection with these Terms or their subject matter for any:

a. loss of profits, the loss of the use of money or anticipated savings;

b. loss of revenue;

c. business interruption;

d. loss of or damage to reputation or goodwill;

- e. loss of opportunity or contracts;
- f. wasted management or other staff time;
- g. losses or liabilities under or in relation to any other contract; or
- h. loss of, damage to or corruption of data or information, in each case whether direct, indirect, special and/or consequential loss or damage; or
- i. for any other indirect, special and/or consequential loss or damage of any kind.

- Our maximum aggregate liability in contract, tort (including for negligence), misrepresentation and/or otherwise howsoever arising under or in connection with these Terms and their subject matter (including all losses, liabilities, claims, actions, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto) shall be limited to the total funds paid by you to us in respect of your use of the Facility.

## **5. Termination**

- You may terminate your license to access and use the Facility at anytime on giving at least one (1) month's notice in writing to us, such notice to be served on the last day of a month, failing which it shall be deemed served on the last day of the month in which it is served, so that your license will always terminate on the last day of a month.

- We shall be entitled (at our discretion) to suspend or terminate your access to and your right to use the Facility at anytime if you commit a breach of these Terms.

- We may (at our discretion) agree to provide you with a copy of any Content provided by you and stored on the Facility. If we do agree to this then you acknowledge and accept that we shall be entitled to charge for the time incurred and materials involved in providing the same.

- Termination, repudiation or expiry of these Terms will be without prejudice to any accrued rights of either party and will not affect obligations which are expressed not to be affected by repudiation, expiry or termination of these Terms.

- On termination for any reason:

- a. all rights granted to you under these Terms shall cease;
- b. you shall cease all activities authorized by these Terms;
- c. you shall immediately pay to us any sums due to us under these Terms; and

d. you shall immediately destroy or return to us (at our option) all documentation then in your possession, custody or control that we have given you in relation to your use of the Facility (e.g. user manuals) and, in the case of destruction, certify to us that you have done so.

## **6. Confidentiality**

- You accept that we may, in accordance with legal requirements, have to disclose information to third parties, for example governmental organisations (including the police), in respect of and/or in connection with your access and/or use of the Facility. Subject to any legal prohibitions to the contrary we will notify you of such disclosure as soon as reasonably possible.

## **7. Data Protection**

- We warrant that we have in place appropriate technical and organisational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure of or access to any Content that contains personal data and adequate security measures to ensure that unauthorized persons will not have access to the Individual Information and that any persons we authorize to have access to (including but not limited to our employees) will respect and maintain the confidentiality and security of the Individual Information.

## **8. Fees**

- In return for us agreeing to provide to you the non-exclusive, non-transferable right for you to access and use (for your own internal business purposes only) the Facility subject to these Terms, you agree to pay us (each month, in arrears) the License Fee. [**fee as mentioned in the website**]

- Each month's License Fee must be paid immediately by you upon receipt of an invoice from us.

- The termination, repudiation or expiry of these Terms shall not affect your obligation to pay License Fees to us in respect of any right of access to the Facility which was granted to you prior to the date of termination, repudiation or expiry of these Terms.

## **9. Force Majeure**

- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that are caused by events outside our reasonable control (Force Majeure Event).

- A Force Majeure Event includes in particular (but without limitation) the following:

- a. Strikes, lock-outs or other industrial action;
  - b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or Act of God;
  - d. Impossibility of the use of means of public or private transport;
  - e. Impossibility of the use of public or private telecommunications networks;
  - f. The acts, decrees, legislation, regulations or restrictions of any government;
- and
- g. The non-delivery or late delivery of products or services to us by third parties.

- Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues and we will have an extension of time for performance for the duration of that period.

## **10. Notices**

- All notices given by you to us must be given to PIE Software Pvt Ltd at Chabahil, Kathmandu, Nepal, Tel : **977 1 4475239** or **hello@pie.com.np** We may give notice to you at either the e-mail or postal address provided to us when placing an order. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **11. Assignment**

- We may sub-license, transfer, assign, sub-contract, charge or otherwise dispose of any of our rights or obligations under these Terms, provided we give you written notice of the same.

- You may not sub-license, transfer, assign, sub-contract, charge or otherwise dispose of any of your rights or obligations under these Terms without our prior written consent (which may be withheld at our absolute discretion).

## **12. Waiver**



- If we fail at any time to insist upon strict performance of any of your obligations under any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under them, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with these Terms.

### **13. Severability**

-If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or condition will to that extent be severed from the remaining Terms which will continue to be valid to the fullest extent permitted by law.

### **14. ENTIRE AGREEMENT**

- These Terms contain and constitute the entire understanding and agreement between us in connection with and about the subject matter of these Terms and supersede all earlier and other agreements and understandings between us and all earlier representations by either of us about such subject matter. Any prior representations, warranties, statements and assurances which are not expressly set out in these Terms will not be of any effect. Each Party warrants that there is no representation, warranty, promise, term, condition, obligation or statement upon which they have relied in entering into these Terms and which is not expressly set out in these Terms and no such representation, warranty, promise, obligation, statement or any other term or condition is to be implied in them whether by virtue of any usage or course of dealing or otherwise (including, subject to clause 4, by statute or common law) except as expressly set out in these Terms. If a Party has given any representation, warranty, promise or statement then (except to the extent that it has been set out in these Terms) the Party to whom it is given waives any rights or remedies which it may have in respect of it. This clause shall not exclude the liability of a Party for fraud or fraudulent misrepresentation or concealment or any resulting right to rescind these Terms.

### **15. Amendment**

- These Terms may not be amended, modified, varied or supplemented except in writing signed by or on behalf of both Parties.

### **16. Third Party Rights**

- Nothing in these Terms is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to these Terms. These Terms do not create any right enforceable by any person who is not a Party.

## **17. GOVERNING LAW AND JURISDICTION**

- These Terms shall be governed in all respects by and be construed in accordance with Nepali law (including all non-contractual disputes or claims arising out of the subject matter of these Terms). Any claim or dispute arising from or related to these Terms (including their enforcement or their termination) shall be subject to the non-exclusive jurisdiction of the courts of Nepal and the Parties hereby irrevocably submit to the jurisdiction of these courts.

## **Privacy Policy**

PIE is committed to protect your privacy as it has created privacy statement to reflect our commitment to your right policy. This statement covers only data collected through our online system and not any other data collection and processing. This policy outlines our personal information handling practices for this website/online system.

We collect your data only for the purpose of administering, protecting and improving our site and our system to better understand the preferences of our prospect clients, to compile aggregated statistics about uses and to help personalize your experience on our site/system. PIE will not retain your data longer than is necessary to fulfill the purposes for which it was collected.

We use IP addresses to help diagnose problems and to gather demographic information. Your IP address will not be used to identify you without your prior consent. We are not in the business of selling and renting your personal information to anyone nor we do share your personally identifiable information with others.

PIE provides you the opportunities to exercise an opt-out choice if you do not want to receive any types of communication from us such as email or updates regarding new products and services. Transmissions over the internet are never 100% secure, however we shall take required step to protect your information from misuse, loss and unauthorized access and alteration.

PIE needs your help in keeping your personal data safe, accurate and up to date, you may make these update by sending an email to [hello@pie.com.np](mailto:hello@pie.com.np) If you have any

queries regarding our privacy statement, please feel free to contact us. We always welcome your comments, complaints regarding this information practices designed by us.

## **Security**

### **Ultra-secure web encryption**

#### **256-bit SSL**

Your transmitted data is kept safe using the highest encryption standard available: 256-bit SSL. This is the same technology that banks from Unites States use to keep your account information safe. All account information you provide, including passwords and personal details, is protected using this technology via [www.symantec.com](http://www.symantec.com)

### **State-of-the-art backups**

#### **Always backed up**

We use state-of-the-art data storage and firewall technologies to ensure that your information is always backed up, no matter what happens.

### **Excellent physical security**

#### **Secure data centers**

Our data centers maintain several layers of security to control access, including biometric scanning and PIN number restrictions. Security cameras monitor all locations 24/7 and onsite staff protect against unauthorized entry. In each facility, our equipment is also kept in locked containers, with additional security safeguards in place to ensure only permitted technicians gain access.

### **Bank account privacy**

#### **Your information stays private**

The bank account information you provide in order to complete payroll processing is secured using the same technology used by banks. PIE employees never have access to this information, except on an absolute need-to-know basis.

### **Protected at every step**

#### **Two-step authentication**

You have the option to add an extra layer of security to your account with two-step authentication. Once activated, we'll send a code to your phone that you'll need to verify when you login.

### **Continuous in-house monitoring**

PIE is built entirely in-house. This means we can keep every aspect of your payroll safe. Our security team reviews every transaction that takes place to ensure that it was properly created. We also benchmark your payroll over time to automatically watch for anything out of the ordinary.

### **All angles are covered**

PIE's multi-pronged approach to security ensures you are protected at all times. We adhere to industry standards for protecting your data, securing our web application, and processing all payroll transactions. We've created policies across our entire organization to ensure that PIE offers the highest level of security.

### **HR Matters.**