



Terms of use

At Factorial we take Privacy so seriously, so we are under the European Privacy Regulations. You can see all the details below.

TERMS AND CONDITIONS OF THE FACTORIAL HR PLATFORMEVERYDAY

SOFTWARE, S.L., a Spanish company with registered office at Carrer d'Àlaba, 61, 5-2, 08005 Barcelona, Spain, and NIF B-66854530, registered in the Mercantile Registry of Barcelona, in Volume 45613, Folio 156, Page 493653, Inscription 1ª, and any of its affiliates (hereinafter, "Factorial HR" or "Factorial") has developed an application to automate the processes of Human Resources in companies. These Terms and Conditions of Use regulate the rules to which the use of access and use of the Platform that Factorial has developed accessible through the domain app.factorialhr.com and its subdomains (hereinafter, the "Platform") is subject. Access to the Platform confers the condition of user to whoever uses it (hereinafter, the "User") and implies the acceptance of all conditions included in this document and in Factorial's [Privacy Policy](#).

1. Description of Factorial Services Factorial is a cloud-based HR management platform used by organizations in their capacity as employers (hereinafter referred to as "Clients") to optimize their HR processes by centralizing and digitizing administrative tasks related to their employees. Subject to and conditioned upon the Client's continuous and full compliance with all terms and conditions, Factorial grants the Client and its Users, during the Term to, a revocable, non-transferable, non-exclusive and limited license and right to access and use the Services and the Site solely for its internal purposes. 2. Usage The User must use the Platform in good faith and in accordance with current legislation and these Terms and Conditions. Likewise, the User must respect the intellectual and industrial property rights owned by Factorial. It is strictly forbidden to use any of the contents of the Platform for purposes that are or may be unlawful, as well as the performance of any action that causes or may cause damage or alterations of any kind not consented by Factorial to the Platform, its contents or other Users. In particular (but not limited to) the User shall not:

- Systematically retrieve data or other content from the Platform (including collecting usernames and/or email addresses of Users by electronic or other means) to create or compile, directly or indirectly, a collection, compilation, database or directory without Factorial's written permission.
- Circumvent, disable or otherwise interfere with the security features of the Platform, or interfere with, disrupt or create an undue burden on the Platform or any networks or services connected to the Platform.
- Cheat, defraud or deceive Factorial or other Users, especially in any attempt to learn sensitive account information, such as passwords of Users, or impersonate another User or person or use the username of another User.
- Misuse our support services or make false reports of abuse or misconduct.
- Sell, share or otherwise transfer your profile or credentials.

- Use any information obtained from the Platform to harass, intimidate, threaten to harass, abuse or harm another person, including other Users and our employees.
- Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses or other material that interferes or may interfere with any party's use and uninterrupted enjoyment of the Platform or that modifies, impairs, disrupts, alters or interferes with the use, features, functions, operation or maintenance of the Platform.

3. Access and security Please note that if you choose to access the Factorial HR Platform through Google account authentication and verification, [Google Ireland Ltd.'s own terms and conditions](#) may also apply. Similarly, if you choose to sign in through your [Microsoft](#) account, your own terms and conditions may also apply. Regardless of the method of authentication used, the User shall maintain the confidentiality of his or her account username and password and shall not allow any person to use his or her username, password or any other form of authorization. The User must ensure that he/she exits the Platform after terminating his/her use of the Platform. The User is solely responsible for all activity using your account, including any misuse of your username and password and any damage caused by such misuse. Factorial can rely on the provision of your username and password to identify and authenticate you as a User. Factorial HR will not be liable for any damages, costs, expenses or fees arising from the disclosure of your username, password or other account information to another person. If the security or confidentiality of your username, password or any other form of authorization is compromised or if you believe that your account has been subject to unauthorized use, you should immediately notify security@factorial.co.

4. Price Factorial has a [Pricing Plan](#). If you wish to obtain a customised quotation, please contact Factorial. The prices indicated for each product in its corresponding file do not include applicable direct taxes and, in any case, are expressed by default in the local currency. These prices, unless expressly stated otherwise, do not include the costs of any other additional services (understood as Premium services) and annexes to the service purchased. The payment methods available on the Platform are as follows:- Via credit/debit card- Any other payment method that our partner [Stripe](#) offers in each region. For any payment method selected, the Client acknowledges that the payment will be automatically renewed at the end of the subscription period unless the Client decides to terminate it giving a notice of 30 days prior to the end of the subscription period or any of its extensions. Interest - Factorial reserves the right to automatically increase any outstanding balance on any invoice after thirty (30) days from the invoice date by the greater of (a) the applicable legal interest rate plus seven (7) points, or the interest rate applied by the European Central Bank in its last refinancing operation plus ten (10) points. Notwithstanding the foregoing, in the event that the Client fails to pay invoices due within thirty (30) days, Factorial may also, at its sole discretion, suspend the Client's access to the Services and/or terminate the relationship in whole or in part, without liability and without prejudice to its right to reclaim all amounts owed by the Client from Factorial, as the case may be.

Free Trial - The Customer may choose to test the Services for a period of up to 15 calendar days from the time of the activation of the Services until the earlier of (a) the end of the free trial period for which the Customer signed up, or (b) the start date of the paid subscription to the Service under the [Pricing Plan](#) (the "Free Trial"). At the end of the Free Trial period, Customer may purchase additional products and services not included in the Free Trial by selecting a [Pricing Plan](#). Please note that any data entered into the Services during the Free Trial and any customizations made during the Free Trial will be permanently lost unless (a) a paid subscription to the Services is purchased, or (b) such data is exported prior to the end of

the Free Trial. In either case, Factorial is not responsible for the loss of any data because of failure to export prior to the end of the Free Demo.

5. Industrial and intellectual property rights

Factorial has developed and is the full and exclusive owner and holder of all Industrial and Intellectual Property rights over the Platform, as well as its updates, improvements, revisions, extensions, modifications, adaptations, rectifications, translations or new versions. The User undertakes to respect and maintain the rights of Industrial and Intellectual Property of the Platform, as well as the documentation and information that Factorial makes available in compliance with the provisions of these conditions. Users shall cooperate with Factorial in the protection of such Industrial and Intellectual Property rights of the Website, or of any other Industrial and Intellectual Property rights and shall inform Factorial of any infringement of such rights of which the User has direct or indirect knowledge. The User acknowledges that the reproduction, modification, distribution, commercialization, decompilation, disassembly, use of reverse engineering techniques or any other means to obtain the source code, transformation or publication of any unauthorized benchmark test results of any of the elements and utilities integrated within the development constitutes an infringement of Factorial's intellectual property rights and, consequently, undertakes not to perform any of the aforementioned actions. Factorial may request or collect and/or Client may provide, from time to time, written suggestions, feedback or comments as part of Client's and Users' use of the Services ("Feedback"). Client acknowledges and agrees that such Feedback shall be deemed the property of Factorial and Factorial shall be the exclusive owner of all rights, now known or hereafter existing, to the Feedback globally and in perpetuity, and shall be entitled to use the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Feedback. Factorial further reserves the right to include the Client's name and standard logo in its public customer lists, press releases and the like.

6. Data protection and Confidentiality

By accepting these terms and conditions, the Parties also enter into the Data Processing Agreement available [here](#) (hereinafter, the "DPA"), which regulates the obligations regarding the protection of personal data that we have with our customers and that comply with the legal obligations in this area. The Entrustment Agreement forms an inseparable part of these terms and conditions and regulates the processing of personal data of the Client (hereinafter, the "Client Personal Data") by Factorial, as Processor, on behalf of the Client, as Data Controller. Factorial takes the privacy of its Clients seriously, and therefore undertakes to use the information provided by the Client in accordance with the terms contained in the said Entrustment Agreement (when acting as data processor) and with the [Privacy Policy](#), as may be amended by Factorial from time to time (when acting as data controller). The Parties undertake to keep reserved and confidential the existence and content of all documentation and information that is provided, transmitted or disclosed by signing this Agreement regardless of the method, form or support used (hereinafter, 'Confidential Information'), undertaking not to make any disclosure to third parties or public communication without the prior written authorization of the other party. In enunciating but not limiting way, it will be understood as Confidential Information the information referring to customer data, its existence, its structure, promotion and sales plans, source codes and object of computer programs, systems, techniques, inventions, processes, patents, trademarks, registered designs, copyrights, know-how, trade names, technical and non-technical data, drawings, sketches, financial data, plans relating to new products, data relating to customers or potential customers as well as any other information used in the business scope of Factorial. The obligation of confidentiality will subsist even after the resolution, for any reason, of the contractual relationship between the parties without generating any type of compensation. The breach of the

obligation of confidentiality assumed in this agreement or the return of the Confidential Information established above, will entitle any of the Parties to claim the full amount of the damages that such breach would have generated.7. AgeTo use the Website, you must be at least 18 years of age or older (or have the consent of your parent or guardian).8.

ResponsibilitiesFactorial HR provides the Website "as is" and "as available" without any promise or warranty, express or implied. In particular, Factorial does not warrant or make any representations regarding the validity, accuracy, reliability or availability of the Website or its content. To the extent permitted by applicable law, Factorial excludes all promises, whether express or implied, including promises that the Website is fit for purpose, of satisfactory quality, non-infringing, free from defects, capable of uninterrupted operation, that the User's use of the Website complies with the law or that any information you transmit in connection with this Website will be transmitted successfully, accurately or securely. Notwithstanding the foregoing, Factorial declares that it has adopted the necessary measures that, within its possibilities and the state of technology, allow the proper functioning of the Website, as well as the absence of harmful components. When the Website or any of its services accesses content via the Internet, we aim to ensure that it is available 24 hours a day; however, Factorial shall not be liable if it is unavailable at any time for any reason. Access to online content may be temporarily suspended or removed entirely without notice (for example, if there is a system failure, or for maintenance or repair).The Client agrees to indemnify, defend and hold Factorial harmless from and against all losses, liabilities, damages, claims (including possible legal fees) incurred, arising out of or in connection with: (i) any breach or alleged breach of these Terms and Conditions by the Client or its Users; (ii) the breach by the Client or its Users of any Law and/or the rights of a third party affecting Factorial; (iii) failure by the Client or its Users to timely install any updates, upgrades or patches to any software provided by Factorial and not authorised by Factorial; and (iv) claims relating to Client Data and/or claims relating to any data transferred by the Client to third party applications, and that this directly harms Factorial or them.The provisions of this Section shall survive the termination of this Agreement. 9. Links and resourcesWhere the Factorial Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Factorial HR has no control over the content of those sites or resources, so these Terms and Conditions and our Privacy Policy apply only to your use of our services. When you use third party products or services, their own terms and conditions and privacy policies will govern your use of those products or services. Please read those terms and conditions of use and privacy policies to learn how they collect and treat your personal data and other relevant information. 10. Compensation. Limitation of liability.The Client agrees to indemnify and hold Factorial harmless from any claim, lawsuit, loss, liability, costs and expenses, including attorneys' fees, arising directly or indirectly from or in connection with any violation of the provisions of these Terms and Conditions by the Client. This indemnification obligation will not apply in cases in which there is prior willful or seriously negligent behavior by Factorial.Factorial is not responsible for possible security errors that may occur or for possible damage that may be caused to the Client's computer system (hardware and software), the files or documents stored therein, as a result of the presence of viruses. on the Client's equipment used for the connection and/or use of the Platform, due to a malfunction of the browser or the use of non-updated versions of the same.The Client is aware that it will be the exclusive responsibility of the Client, among other aspects, to ensure the adequacy of the use of the products to the applicable regulations and compliance with any regulation that may be applicable. By way of example, the client acknowledges that the Expense Management

functionality does not comply with Directive 2014/55/EU of the European Parliament and of the Council, of April 16, 2014, on electronic invoicing in public procurement, so it does not allow the conversion of receipts of expenses into a digital image encoded in accordance with one of the standard formats accepted by the Directive. For this reason, the Client will be obliged to keep the receipts of expenses on paper. SUBJECT TO CLAUSE 8, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, FACTORIAL SHALL NOT BE LIABLE TO THE CUSTOMER, WHETHER BY CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, FOR:

- ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, REPUTATIONAL, PUNITIVE, OR SPECIAL DAMAGES;
- ANY LOSS (DIRECT OR INDIRECT) OF REVENUE, LOSS OF PROFITS, ACTUAL OR PROJECTED PROFITS, BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION;
- ANY LOSS AND/OR CORRUPTION OF DATA (WHETHER DIRECT OR INDIRECT);
- ANY LOSS OR DAMAGE AS A RESULT OF MODIFICATIONS AND/OR LIMITATIONS (INCLUDING ANY SUSPENSION OF THE USE OF THE PLATFORM OR ANY PERMANENT OR TEMPORARY CESSATION OF THE USE OF THE PLATFORM) FOR CAUSES THAT ARE UNFORESEEN AND/OR OUT OF THE CONTROL OF FACTORIAL, SUCH AS CASE OF FORTUITOUS EVENT AND FORCE MAJEURE.

THE CLIENT WILL BE RESPONSIBLE FOR COMPENSATING FACTORIAL FOR ANY DAMAGES AND/OR LOSSES SUFFERED BY FACTORIAL DUE TO THE USE OF THE PLATFORM BY ANYONE OTHER THAN THE CLIENT (OR THE CLIENT'S EMPLOYEES). IN THE EVENT THAT FACTORIAL IS RESPONSIBLE FOR A BREACH OF THESE TERMS AND CONDITIONS, THE MAXIMUM TOTAL LIABILITY OF FACTORIAL SHALL NOT EXCEED A MAXIMUM AMOUNT EQUAL TO THE TOTAL VALUE OF THE AMOUNTS PAID BY THE CLIENT TO FACTORIAL IN THE TWELVE (12) MONTHS PRIOR TO THE DAMAGING EVENT (OR IF LESS THAN TWELVE (12) MONTHS HAVE PASSED FROM THE ENTRY INTO FORCE OF THESE TERMS AND CONDITIONS, TWELVE (12) TIMES THE LAST MONTHLY PAYMENT MADE BY THE CUSTOMER TO FACTORIAL FOR THE USE OF THE PLATFORM). THIS AMOUNT, ACCORDING TO ARTICLE 1,152 OF THE CIVIL CODE, SUBSTITUTES WITH THE EXPRESS CONSENT OF THE CUSTOMER, ANY OTHER COMPENSATION FOR DAMAGES. IT WILL BE THE RESPONSIBILITY OF THE CUSTOMER TO ADOPT THE APPROPRIATE INSURANCE POLICIES TO COVER THE DAMAGES SUFFERED THAT MAY EXCEED THE MENTIONED MAXIMUM LIMIT OF LIABILITY. Factorial will not be liable to the Client for any loss or damage under the terms of this clause that has not been notified by the Client to Factorial in writing within a maximum period of 25 calendar days from the date on which the Client was aware of the loss or damage. The provisions of this Clause 10 must be understood without prejudice to the cases in which liability cannot be excluded or limited in accordance with the applicable mandatory regulations.

11. Integrations Factorial Platform facilitates data exchange with third party systems (hereinafter, "Integrations"). All such integrations are provided at the sole risk of such third parties or third party providers. The scope

of the service provided by these and the instructions necessary to configure the integration will be provided on the Platform as well as on the website of the third-party provider. Third-party integrations do not constitute services provided by Factorial. The scope of the service, the prices, the term and any other terms of use for the provision of the integration, including support, are based on the terms and conditions of use and privacy policies that regulate the contractual relationship between the client and the supplier. Factorial does not assume any responsibility or guarantee for third-party integrations. Please read these terms and conditions of use and privacy policies to know how they collect and treat your personal data and other relevant information.

12. Modification Factorial reserves the right to modify these terms and conditions to adapt them to any changes or new regulations, for technical reasons, for changes in the services offered by Factorial or for strategic decisions of the company. In these cases, the changes and effectiveness will be communicated by email, with reasonable notice, and from that moment will begin to take full effect. If the User does not agree to the changes, the User must stop using the Website.

13. Assignment Factorial may assign the contract to any company of its group, or of the group to which its shareholder belongs, in the sense foreseen in article 42 of the Commercial Code. The Client may not assign the rights and obligations assumed under this Contract to any third party without the express written consent of the other Party.

14. Contract Duration and Resolution These Terms and Conditions of Use have an indefinite duration from their acceptance unless there is a specific contract of a determined duration. In case of wanting to terminate said agreement, the other party must be informed, in writing, of its intention to terminate the contract by sending an email to the address admin@factorial.co with a minimum notice of 30 days. In the event that an Annual Plan has been contracted, this may be terminated at any time. However, the early termination of the contract will not entitle the Client to reimbursement of the proportional part of the annuity not enjoyed.

15. Contact You can contact us at the above address. You can also contact us by e-mail at security@factorial.co if the computer from which you are connecting has a correctly configured and operational e-mail program.

16. Access our terms and conditions in other languages To access our Terms and Conditions in other languages, please change the language setting of your browser. If our terms and conditions are not available in the language you select, you can contact us at security@factorial.com.

17. Jurisdiction and applicable law This Contract is governed by Spanish Law. In the event that a part of it is invalid or void for any reason, this will not affect the remaining provisions of this Contract that will remain valid. To resolve any doubt or divergence that may arise between the parties with respect to compliance or interpretation of the clauses of this Agreement, both parties, by mutual agreement, submit to the jurisdiction and competence of the Courts and Tribunals of the city of Barcelona, with he renounces his own jurisdiction if it is different.

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