

MaintMaster® General Online Terms

Thank you for using MaintMaster reliability software and Services (“Services”). The Services are provided by MaintMaster Systems AB (“MaintMaster”, “we”, “us”, “our”), Sweden.

1. Introduction

By using our Services, you are agreeing to these terms on behalf of a business, a legal entity (“you”, “your”). Please read the terms carefully. Make sure you have the necessary rights to accept these terms before using our Services.

These General Online Terms governs your usage of all MaintMaster online Services, all versions and all editions. These terms set out obligations and responsibilities to the processing and security of your data, including personal data.

In addition to these terms you need to obtain a license to use our Services, see the MaintMaster License. Using the Services will always imply you have a valid MaintMaster License.

2. MaintMaster End-user Terms of Service

Every physical user, every person using the Services, must accept the MaintMaster End-user Terms of Service as presented to them. The End-user Terms of Service, not these General Online Terms, regulate the rights and responsibilities of us as a Data Controller in relation to the physical user.

3. Contact information

The legal representative for the License you obtain from us is called Solution Administrator. The Solution Administrators (minimum one person) are the receivers of all technical and business information from us. It is your responsibility to ensure that we always have accurate contact information to your Solution Administrators.

4. Subscriptions

All MaintMaster Services are provided as subscriptions. No ownership of software will ever be transferred to you as a result of these General Online Terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software.

5. Data processing agreement

These terms, together with obtained license and any additional agreements where this General Online Terms is included (“Agreement”), shall constitute the entire Data processing agreement between you and MaintMaster as required by the European Union General Data Protection Regulation (“GDPR”). In regard to GDPR governed personal data, the Agreement will also constitute your entire instruction for our processing of personal data.

6. Your Content in our Services

All of our Services allow you to submit content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours. We will not use or otherwise process your content or derive information from it for any advertising or similar commercial purposes. You are solely responsible for any content you submit. We do not assume any obligations with respect to the content you make available in the system, other than set out in these terms.

We use your content to operate, improve and develop our Services. We need your data for trouble shooting, supporting, optimizations and improvements. We need to understand how our users are using and interacting with our Services to continuously make them better. When you upload or otherwise submit content to our Services, you give MaintMaster access to use such content for the limited purpose of operating and improving our Services, and to develop new ones, even if you stop using our Services.

Make sure you have the necessary rights for any content that you submit to our Services; we shall not be held responsible for your violation of intellectual property rights.

7. Personal data

Personal data is also your content in our Services. Using the Services, you will have the opportunity to add content about people, information that might be Personally Identifiable Information (PII). Such personal data may be subject to the GDPR. Since the legislation across countries and territories vary and only you have control over the nature of the data you submit, you are responsible for controlling and managing PII. You are the Data Controller and we are the Data Processor for such data, except when you act as the processor of personal data, in which case we are a sub-processor. You need to obtain authorization by relevant controller in any instance where you act as a processor.

We are processing data on your behalf for the limited purpose of operating the Services. The categories of personal data and data subjects are those made available in the Services and subject to the GDPR. The duration of the processing is the duration of your rights to use the Services and until all personal data is deleted or returned to you.

Using our Services, you have the ability to fulfill data subjects (persons) requests to exercise their rights under the GDPR, such as view, rectify and delete information about themselves. If we receive requests from your data subjects, we will direct them to you. If needed, we will assist you to fulfil any such requests.

8. Hosting Environment

The Services are hosted as public cloud Services using the platform Microsoft Azure. Your data at rest is stored within the European Union, or in contractually agreed region. MaintMaster does not control or limit the regions from which you may access or export your data. We will never move your data outside the agreed region without your written request.

When data is extracted from the Services, by means of normal functionality such as export to spreadsheet or similar, we have no longer any responsibilities for that data; how it's stored, protected or used. If your License grants you access to a backup of your database, and that backup is moved to any location no longer controlled by us, we have no responsibilities for that backup. We are not data processor for locally kept data.

9. Data security

To keep your content safe is a priority for us. MaintMaster have and maintain appropriate technical and organizational measures to protect your content, including personal data. Our Security policy is based on ISO 27000 requirements and our platform supplier is certified to comply with requirements in ISO 27001, ISO 27002 and ISO 27018.

10. Data retention and deletion

You will at all times during your subscription of the Services have the ability to access, extract and delete the content you have entered in our Services. We will retain any data you delete for an additional period, which include expiration or termination of your License. This period varies depending on type of data, your License and the platform technology used up to 180 days. After the period, all deleted data will be permanently removed.

11. Incident notification

If we become aware of a breach of security to your content while we are the data processor, we will without delay notify you of the Security Incident, investigate and provide you with information about it. We will also take steps to minimize any damage resulting from the Security Incident.

Notification of Security Incidents will be sent via email to your Solution Administrators. You are responsible for incident notification laws applicable to your organization and region. We will assist you to fulfill your obligations if needed.

You must notify us promptly about any possible misuse, for instance misplaced account details, or any other security incident related to the Services.

Our obligation to report a Security Incident is not an acknowledgement by MaintMaster of any liability for the Security Incident.

12. Processor confidentiality commitment

We make sure that the number of people working with your data in an identifiable state is kept to a minimum, they will only process such data according to your instruction and are obligated to maintain confidentiality after engagement ends.

13. Suppliers

We use external resources such as suppliers, consultants and subcontractors to operate, deliver, process data, support, monitor, correct and improve our Services. These might vary from time to time, an up to date list of suppliers will always be available at our website. In case we change supplier during your subscription and that supplier is a processor of personal data for which you are the data controller and you don't approve of the new supplier you may terminate your subscription with immediate effect.

In regard to these terms, all suppliers we use act in our place. By accepting these terms, you give us your consent to use suppliers to process your data. MaintMaster warrants that these suppliers comply to these terms, the MaintMaster Privacy Policy and, when applicable, have signed a Non-disclosure agreement.

14. Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. We warrant that MaintMaster, to the best of our knowledge, has the right and power to grant you everything we have included in our delivery of our Services, and that we do not infringe any other party's intellectual property rights. We will defend and hold you harmless against any claims made by an unaffiliated third party that our Services infringe their intellectual property rights, provided that we are informed of such claims without delay.

Other than as expressly set out in these terms, neither MaintMaster nor its suppliers or distributors make any specific promises about the Services. We provide the Services 'as is'. To the extent permitted by law, we exclude all other warranties.

15. Liability for our Services

When permitted by law, MaintMaster, and MaintMaster suppliers and distributors, will not be responsible for lost profits, revenues or data, financial losses or indirect, special, consequential, exemplary or punitive damages. To the extent permitted by law, the total liability of MaintMaster, and its suppliers and distributors, for any claim under these terms, including for any explicit or implicit warranties, is limited to the amount you paid us to use the Services. In all cases, MaintMaster, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

16. Business uses of our Services

Don't misuse our Services. You may not use our Services in a way prohibited by law, regulation or international treaty, to violate the rights of others, to gain unauthorized access to data or Services, to harm our Services or impair anyone else's use of it.

Upon accepting this General Online Terms on behalf of a business, that business accepts these terms. Your business will hold harmless and indemnify MaintMaster and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

These terms control the relationship between MaintMaster and the business you represent. They do not create any third-party beneficiary rights.

We may suspend or stop providing our Services to you if you do not comply with our terms or policies, if your obligations are not fulfilled or if we have detected or suspect severe harmful activities, regardless of whether such activities amount to contract breach, and we don't receive your full cooperation in investigating and preventing or ceasing such activities. We will suspend the Service only to the extent reasonably necessary. Unless we believe an immediate suspension is required, we will provide reasonable notice before suspension.

17. About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. Notice about changes will be sent to your Solution Administrators. Changes will not apply retroactively. If you do not agree to the modified terms for a Service, you should discontinue your use of the Service.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of Sweden will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in a Swedish court, and you and MaintMaster consent to personal jurisdiction in that court.