

PDFen GENERAL TERMS AND CONDITIONS & PRIVACY POLICY

PDFen

Sint Jorisstraat 11, 5211 HA 's-Hertogenbosch (Dutch Chamber of Commerce number: 50922084)

Version: 20180715-04-EN

Privacy Policy

PDFen.com respects your right to privacy in the online world when you use our website and communicate electronically with us. We take all necessary measures to ensure any personal information you give us is kept secure. It is fundamentally important that you are informed that the PDFen.com is the Data Controller of your personal information.

We asked ourselves a number of key questions that we believe you would like answered about the personal information that you submit to PDFen.com. These answers will inform you of your rights relating to your personal information and the measures taken to maintain the privacy and security of this personal information. We trust you find this information helpful.

If you have any requests concerning your personal information or any queries with regard to these practices please contact PDFen.com via the contact form.

Key Questions and Answers

1. **What personal information does PDFen.com collect through the website and how is it collected?**

In brief: If you use our services, we will collect among other things, your IP address. We do not access your files, copy or back them up. They are always deleted after the time indicated on your profile settings.

By visiting any domain or subdomain of pdfen.com, your IP address and other usage metrics will be logged along with the dates and times of access. If you create an account via our website, we may collect from you personal data about your names, email address and company name. Please keep in mind that Mollie.com may collect payment information about you. We neither collect nor have access to such information. Before providing any personal data to [PayPal](#) or Mollie, please make sure that you have read their privacy policies.

If you register a paid account, we may collect your name, address and related information like VAT number, occupation etc. and a. All financial transactions related to the use of paid accounts are handled through Mollie and PayPal. Any personal information provided by you to Mollie and PayPal will be processed by them in accordance with their privacy policies. We kindly request you to provide your personal information to Mollie and PayPal only after reviewing their privacy

policies and understanding what types of personal information they will collect from you. Please note that we DO NOT store your payment information. Mollie and PayPal handle all the steps in the payment process on their websites, including data collection and data processing.

2. How does the PDFen.com keep your personal information secure?

PDFen.com takes all necessary measures to keep your personal information private and secure. Only authorized pdfen.com staff have access to your personal information. All pdfen.com staff who have access to your personal information are required to adhere to PDFen.com's Privacy Policy. To ensure your personal information is protected, pdfen.com maintains a secure IT environment and has the appropriate measures in place to prevent unauthorised access (i.e. hacking). All communication and file transfers to and from our server are encrypted with SSL. Passwords for the accounts are never stored in plain text and are encrypted on secure third party services and no one has access to them.

3. What purposes does PDFen.com use your personal information for?

In brief: We use your personal data to provide you with high-quality services. Your privacy is our priority. So, we would not use your data for unlawful purposes.

We do log your IP address and other usage metrics for administration and analytical purposes to improve our website.

We use the email address collected by you to communicate with you. If you provide us with personal data when purchasing a license, we will use that data to issue a software license to you, provide you with a customer support, or issue a refund to you.

All information collected in respect to the registration of your paid account will be used solely for:

(1) providing you with an invoice; (2) allowing you to pay the fees for using your paid account; (3) managing your paid account; (4) sending you promotional emails; The VAT number provided by you will be validated by using the VAT-validation service offered by the European Commission. If you would like to stop receiving promotional emails from us, please send an email to contact@pdfen.com with the word "Unsubscribe" in the subject line.

4. Who does PDFen.com disclose your personal information to and why?

PDFen.com will never share your personal information with any Third Party business organisation that intends to use it for direct marketing purposes unless you have given us specific permission to do so.

We may also supply your personal information to government bodies and law enforcement agencies if: we are required to do so by applicable law; or, if in our good faith judgment, such action is reasonably necessary to comply with legal procedures; to respond to any legal claims or actions; or to protect the rights of pdfen.com or its customers and the public.

5. How can you see, check, change or delete the Personal Information you send to us?

Short version: If you would like to access, modify, or delete your personal data, just contact us.

We allow you to access, modify, or delete the personal data collected by us. If you would like to do so, please contact us at contact@pdfen.com. We will get back to you as soon as possible. Please note that uploaded and processed files are never stored longer than a day (depending on your settings) on our servers and are then deleted permanently. During this hour, your files are not accessed, copied, analyzed or anything else unless you provide us with the explicit written permission to do so. Please do not contact us for deleting files because they are always deleted automatically within a time period of one day commencing on the time when you upload them on pdfen.com.

6. How do we store User Files and generated Data?

In brief: All files are deleted after one day. No backups are made and no one has access to your files.

All the files uploaded for processing on pdfen.com are stored on an appropriate server infrastructure for processing and the download afterwards. All user-uploaded files as well as the converted output files will be deleted one days after upload or two days after conversion respectively. We keep the files for the sole purpose of giving you enough time to download them. If you make use of our services as a guest, the files are saved for the duration of one day. During that time, we don't look at the files or mine any data from them. No backups are made of any uploaded files nor their processed output neither are the contents monitored without the explicit permission of user. PDF and zip files are encrypted before they are saved, hence preserving the privacy of the user.

7. Which countries will your personal information be sent to and why?

When you use our services, your information, including personal data, may be transferred to and from servers located in the Netherlands. Uploaded files and generated files through our service can be stored longer than one day, depending on your personal settings. By default, the storage time is one day. Also, original user files as well as processed files are never shared with third parties, unless such parties are subject to confidentiality obligations. If you provide personal data to Mollie and PayPal, please bear in mind that Mollie, [PayPal](#) and similar provider may transfer your personal data to various countries. eBay Inc., the owner of PayPal, has established Binding Corporate Rules explaining how eBay Inc. protects your information. You can find the rules at the following link: ebayprivacycenter.com.

If we do transfer your personal data outside the Netherlands, then we shall make every effort to ensure that your personal data is processed in accordance with the applicable Dutch law.

8. COOKIES (“Tracking Technology”) – How and why does PDFen.com use them?

A cookie is a small piece of data placed on your computer’s hard drive that enables a service to monitor websites. We do not use any cookies on our site with the exception of cookies solely for functional purposes, without storing any user information. Third party applications that we use, such as Google Analytics do use cookies on our site to help analyse the web traffic or determine targeted advertisements based on your preferences. To opt out of Google’s use of cookies, please visit the Google ad and content network privacy policy. If you prefer not to use cookies at all, we recommend adjusting your browser settings accordingly. If you are unsure how to do that, use your favorite search engine to find out everything about it or visit aboutcookies.org.

9. Why do we track Errors?

In brief: We track errors to improve our product.

Although we put our best efforts to ensure the best quality of our services, sometimes our website may experience tough moments. We use specific services in order to track errors on pdfen.com that affect our customers. We do not provide such services with personal information about our users.

10. How long does PDFen.com keep your personal information?

Short version: We keep your personal data only until it is needed for the provision of our services or required by law.

Please note that uploaded and processed files are never stored longer than a day (depending on your private settings) on our servers and then are deleted

permanently. During this day your files are not accessed, copied, analyzed or anything else except we have the explicit permission of the user for example for a support case.

We will keep your personal data for as long as it is necessary to provide you with our services. If your personal data is no longer necessary, we can keep it in an identifiable form for maximum one year. However, we do not make use of your personal information other than serving your needs.

11. Can PDFen.com change the terms of this Privacy Policy?

Short version: If you use our website, you agree with this Privacy Policy. Changes of this Privacy Policy may occur and will be made available to you.

By using our website, you allow us to collect, delete, use, and share your personal data in accordance with this Privacy Policy.

PDFen.com may occasionally make changes and corrections to this Privacy Notice. Please check this Privacy Policy regularly to see the changes and how these may affect you.

12. Where can I find more information on legal issues concerning PDFen.com and my legal rights and responsibilities?

As PDFen.com is a company based in the Netherlands, the laws that govern and apply to this website are those of the Netherlands. For more detailed information please consult our terms and conditions.

IMPORTANT – Why do I have to accept the terms of this Privacy Notice?

PDFen.com uses the Internet to collect and process your personal information. This naturally involves the processing and transmission of your personal information across borders. This Privacy Notice provides you with all necessary information (in an easily accessible way) to make an informed choice as to whether to use our websites and to send your personal information to PDFen.com or not.

Therefore, by browsing our website and communicating electronically with us, you acknowledge and agree to our Processing of your (indirect) personal information (cookies, connection and system information) in the manner set out in this Privacy Policy.

If you have any questions regarding this Privacy Policy please contact PDFen.com by using the email contact@pdfen.com and we will be pleased to assist you with any additional queries you may have.

Terms and Conditions

Article 1. Applicability

1. These Terms and Conditions and Privacy Policy are applicable to any form of service provided by PDFen to a Client.

Article 2. Formation and contents of agreement

1. An agreement or commission will be applicable after a written confirmation from PDFen, or from the moment a service is provided by PDFen. "Written confirmation" also applies to emails.
2. The contents of the agreement will be defined through a written confirmation from PDFen, as well as these terms and conditions. Any terms and conditions proposed by the Client shall be declined.
3. Any alterations and/or supplements to the Terms and Conditions shall only be applicable after and according to the written confirmation of PDFen.

Article 3. Prices and payment

1. Unless explicitly agreed upon otherwise, all prices are expressed in euros and exclude VAT. Prices are as stated when the credit purchase is made; should the value of the currency fluctuate PDFen shall bear no obligation to amend prices accordingly.
2. Unless explicitly agreed upon, payment will precede any service through use of a website by the Client.
3. Where the use of the website is in conjunction with an upload of data, PDFen reserves the right to charge the Client a price proportional to the quantity of uploaded data.

Article 4. Application of Agreements

1. Any terms named by PDFen are always approximate and are under no circumstance fatal. Whilst every attempt is made to keep the terms and conditions accurate, PDFen reserves the right to enforce minor alterations to the terms and conditions where appropriate; in this circumstance, the alterations shall not be a sufficient means by which to enforce a termination of the contract.
2. The Client is responsible for proper use of the website, for following instructions where required, and for provision of documents in the correct format.
3. The Client must accept that there is the possibility of some quality loss and that some documents may not be converted into an identically formatted style. Should these circumstances arise, they shall not merit nor provide a means by which the contract should be terminated.
4. The Client has the right to request a preview of their converted documents prior to providing payment.

Article 5. Exceptional conditions of website use

1. The Client shall not use the PDFen website or services to infringe upon the intellectual property or other non-transferable rights of third parties.
2. The Client, in their use of the PDFen website or services, agrees that in a situation whereby PDFen services are used to infringe upon the rights of third parties (as expressly forbidden in 5.1), PDFen reserves the right to terminate the contract with the Client, and where necessary may recover the cost of legal services from the Client in the event of legal disputes or other forms of dispute arising from the Client's infringing activities.
3. The Client absolves PDFen from blame in any scenario where the Client uses PDFen's services in a manner that violates national or international laws or treaties, wherever possible. Where such absolution is not possible per the territory's legal practices, the Clients shall, as per 5.2, cover the cost of legal services for PDFen where PDFen is a named party in any form of lawsuit or litigation.
4. If any intellectual property of the Client is involved in the PDFen service, the Client provides PDFen the irrevocable and complete right to make use of said intellectual property for as much as is necessary for the implementation of the service.
5. PDFen reserves the right to refuse services should the Client provide PDFen with materials that PDFen deems as lewd or obscene, or of a sensitive nature that may conflict with legislative processes or procedures. In these circumstances, PDFen's decision is final.
6. Should PDFen's services be unavailable for a period of one week or less, PDFen cannot be held responsible for any damages, monetary or otherwise, that may arise as a result of the unavailability of service.
7. Customer will be added to a mailing list for a newsletter from PDFen. In this newsletter, promotions and advertisements are sent. Customer can unsubscribe from this newsletter after receipt of the first newsletter. E-mail addresses will never be distributed via the newsletter.

Article 6. Force majeure

1. Force majeure is for the purpose of these terms and conditions defined as any circumstance beyond the control or foreseeability (eg. flooding) of either party, which prevents PDFen from providing the services, wholly or partially, as obliged to the Client and detailed in the provision of services.
2. If under any circumstance PDFen is unable to fulfill its obligations towards the Client, the obligations will be suspended for the duration of the force majeure.
3. If the force majeure lasts for a period exceeding one calendar month, both parties will have the right to terminate the contract partially or wholly by letter.

Article 7. Legal liability

1. The liability of PDFen for events which fall under the coverage of its company liability insurance is limited to the amount determined within the insurance documents.
2. The liability of PDFen concerning malpractice during performance of its service is limited to the maximum monetary damages that can be attributed to the action performed by PDFen. PDFen will only be in default after a written notice of default.
3. PDFen is never, under any circumstance, responsible for indirect damage, company damage, loss of profits and damages as a result of a judicial verdict involving a third party (see 5.2).

Article 8. Termination of agreements

1. PDFen is entitled to the right to deny service and/or to terminate the service with or without cause in which case PDFen can immediately charge the Client for any and all operations performed by PDFen. In these cases, PDFen keeps all proceeds, excluding any monetary payments provided by the Client in advance of future services.
2. When or if the Client does not meet/can not meet any of his financial obligations arising from provision of services, or the Client has filed for bankruptcy or is placed into financial suspension, the Client will be in default. In this instance PDFen will be entitled to, without notice or judicial intervention:
 - a) Suspend the agreement until payment has been sufficiently ensured and/or;
 - b) dissolve the agreement with the Client completely or partially.
3. Should PDFen enforce its right to terminate a contract as per 8.1 or 8.2, PDFen shall be entitled to compensation that shall be determined by PDFen, with a base rate of 50% of the combined value of the contract and any advances. If a contract's value has not been determined, the value will be approximated by PDFen.
4. Should any of the circumstances of this article occur, PDFen reserves the right to make an immediate claim against the Client.

Article 9. Miscellaneous

1. These terms and conditions can be modified by PDFen at any time, and any such changes shall be communicated to the Client. The Client will have the right to end the agreement within 30 days of being notified, with a right to restitution of any amount paid in advance which has not yet been used for services. If there is no protest within 30 days of notification, the altered conditions will be deemed as in effect from the date of notification and shall affect all new contracts as well as any current contracts.
2. If one or more clauses of these terms and conditions are declared void or annulled, or are in any other circumstance no longer binding, this will under no circumstance affect the applicability of any other clause. The parties involved will determine a new clause in place, in which both parties will aim to restore the original clause as far as is possible within the current legal framework.
3. The Client is not authorized to transfer any rights and obligations from these terms or from the agreement to third parties under any circumstance except when granted express permission by PDFen.
4. The Client hereby grants permission for PDFen to transfer any or all rights and obligations to a third party for the purposes of providing the requested service.

Article 10. Governing law, competent judge

1. These terms and conditions, as well as any agreements and contracts arising from them, are bound under Dutch law.
2. Any disputes caused by any agreement, contract or these terms and conditions will, for as far as not explicitly described by law, be subject to the verdict of the competent judge in Breda, unless PDFen should choose an alternative, but equally competent judge.