Terms of Service

Version 1.5

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Document Versions

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Executive Summary

These Terms of Service set out the agreement between DataByte Ltd and the businesses and users of bitKode, DataByte's cloud HR, payroll and workforce management software. They explain how the Services may be used, how accounts and data are handled, and the commitments and limitations that apply on both sides.

Version 1.5 introduces a dedicated section on API keys and third-party access, including the heightened data-protection, residency and security risks of connecting keys to AI systems, and confirms that responsibility for data shared through a key rests with whoever creates and shares it. It also adds fair-use and rate-limiting provisions for the API, and applies a clarity and consistency pass across the whole document.

Key points: you retain ownership of your data and remain responsible for backups; DataByte acts as a data processor under the GDPR and stores data in European data centres; licences are paid in advance and data is deleted after a licence lapses unpaid; and the agreement is governed by the laws of Malta.

Welcome

These terms govern your use of bitKode, DataByte's cloud software for HR, payroll and workforce management, and of any other software and services provided by DataByte Ltd ("DataByte"), located at Level 1, Ewropa Business Centre, Birkirkara, BKR9034, Malta.

By using our Services, you are agreeing to these terms. Please read them carefully.

Using our Services

You must follow any policies made available to you within the Services.

Do not misuse our Services. For example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law. We may suspend or stop providing our Services to you if you do not comply with our terms or policies, or if we are investigating suspected misconduct.

Using our Services does not give you the right to any intellectual property or source code used in our Services.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information.

Your bitKode Account

You will need a bitKode Account to use our Services. You may create your own bitKode Account, or your bitKode Account may be assigned to you by an administrator, such as your employer. If you are using a bitKode Account assigned to you by an administrator, your administrator may be able to access or disable your Account.

To protect your bitKode Account, keep your password confidential. You are responsible for the activity that happens on or through your bitKode Account. Try not to reuse your bitKode Account password on third-party applications. If you learn of any unauthorised use of your password or bitKode Account, please advise your administrator and change your password immediately. We strongly suggest that you use the built-in two-factor authentication features to further protect your Account. DataByte reserves the right to make two-factor authentication compulsory for certain accounts that have access to sensitive data.

Resetting two-factor authentication

A user may lose or change their smartphone and need their two-factor authentication (2FA) code reset. As a matter of policy, DataByte will never reset a user's 2FA code unless we receive a formal request in writing from the legal representative of the company as registered with the Malta Business Registry.

Your data in our Services

Our Services allow you to upload, submit, store, send or receive content and data. You retain ownership of, and responsibility for, the data that you upload to our Services. This responsibility includes the regular download and backup of data from our systems for protection and safe keeping.

DataByte does not share your data with third parties and processes your data in accordance with the General Data Protection Regulation (GDPR).

Location of your Data

Unless expressly stated elsewhere, all data in our cloud applications is stored in European data centres.

Data Protection

For the purposes of the General Data Protection Regulation, it is understood that DataByte is a processor of your data to be able to provide you with cloud software Services and support. Please contact us for a separate Data Processor Agreement as may be required.

API Keys and Third-Party Access

Our Services may allow you to generate API keys that enable other systems to connect to your account and exchange data programmatically. This is a powerful feature, but it carries important responsibilities that you must understand before using it.

When you create an API key and share it with a third party, you create an exit point for your data. Through that key, data can leave our Services and flow to systems that DataByte neither operates nor controls. Once a key has been issued and used in this way, where your data goes, how it is stored, who can access it, and what ultimately becomes of it are no longer within DataByte's control or visibility.

This has direct consequences under the General Data Protection Regulation and for the security of your data more generally. The data exchanged through an API key may include personal data and other personally identifiable information (PII). The person who creates an API key, and the account holder on whose account it is created, take full responsibility for that key and for all data that is accessed, transferred, or shared through it. By generating a key and providing it to a third party, you decide that the transfer should take place and to whom, and you therefore act as the data controller for that onward processing. DataByte cannot be responsible for, and accepts no liability for, the processing, storage, or onward transfer of any data once it has left our Services through a key that you have created or authorised.

Use with AI systems

Connecting an API key to an artificial intelligence (AI) system deserves particular caution, and is where the greatest risk is likely to lie. Many users will want a key in order to plug our Services into an AI tool or service. When data is sent to an AI system, it may be transmitted outside the European Economic Area, stored in jurisdictions with different legal protections, retained for unknown periods, or used to train or improve models, often in ways that are not transparent and that cannot be reversed. This raises heightened concerns around data protection, data residency, confidentiality, and the rights of the individuals whose personal data is involved. As with any other use of an API key, the responsibility for these consequences rests entirely with the person who generates and shares the key, and with the account holder on whose account it is created. You must satisfy yourself that any such use is lawful and appropriate before connecting a key to an AI system.

Your responsibilities

It is therefore your responsibility to ensure that:

- any third party with whom you share a key has a lawful basis to receive and process the data, and applies appropriate technical and organisational safeguards;
- where required, an appropriate data processing agreement is in place between you and that third party;
- API keys are kept confidential, are shared only with parties you trust, and are restricted to the minimum scope and data necessary; and
- keys are revoked promptly when they are no longer needed or when access should be withdrawn.

You can revoke an API key at any time from within the system. Revoking a key prevents further access through it, but it does not recall or delete any data that was already transferred while the key was active.

Fair use and rate limiting

To keep our Services reliable and available to everyone, DataByte reserves the right to apply rate limits and other reasonable usage restrictions to its API services, so that no single user or key can consume a disproportionate share of system resources to the detriment of others. DataByte also reserves the right to suspend or permanently block any API key that repeatedly or seriously breaches these terms, exceeds applicable usage limits, or is used in a way that threatens the security, stability, or fair use of our Services.

Retention of your Data

Our right to process your data on our systems exists because you have an active licence with us to use our Services. Once a licence for a service has expired, or is unpaid and not renewed within 30 days, the data related to that licence will be marked for deletion. You will have the opportunity to

make a backup of your data within a certain timeframe, after which your data on the system will be deleted permanently. Once the data has been deleted, it cannot be retrieved, even if a new licence is purchased.

You also have the option to retain your data on our system by purchasing a core licence.

It is your responsibility to ensure that you have a copy of your data after your licence has expired. DataByte accepts no liability where data has been deleted from an account because of an expired or unpaid licence.

Support

DataByte provides a Support Help Desk to clients during office hours. Request support online through our support ticketing system. Depending on your package, support may be charged on a pay-per-use basis and may not be included with licence fees.

Hardware Support

Some of our software relies on specialised hardware devices. DataByte supports hardware issues that originate in hardware we supplied. While investigating such an issue, we may find that the cause lies elsewhere (for example, in your network) and suggest practical solutions; resolving issues that fall outside the hardware we supplied is the responsibility of the client's appointed IT personnel.

Invoicing

DataByte will issue an invoice for all Services deemed chargeable during the month that has just elapsed. The invoice will typically show, as a line item, a description of the service rendered and the date on which it was executed. DataByte does not share the internal records used to calculate a fee. You may request clarification of any fee within 30 days of the invoice.

Invoices are added to your customer account and must be settled before you purchase new Services from us. To make this process easier, previous balances are added to your current purchase when purchasing our Services online.

Pending invoices can be seen from within the system for easy reference.

Documentation

DataByte provides a comprehensive and up-to-date set of documentation, free to all clients. In most cases this documentation covers all aspects of system operation, together with answers to frequently asked questions. Before contacting DataByte support, please check the documentation and the FAQs to avoid being charged for support.

Uptime and Maintenance

DataByte works to keep its Services online and available to you. Availability also depends on third-party infrastructure providers, and we regularly deploy updates, new features and bug fixes that may briefly slow down or interrupt our Services.

DataByte announces any major planned downtime with enough advance notice to avoid disrupting your operations.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time. If you choose to stop before the end of a licence term, we do not refund the unused part of the licence you have purchased. By contrast, if DataByte discontinues a Service, or changes its nature, limits or method of delivery, we will give you at least 30 days' notice and refund any unused portion of your licence.

We believe that you own your data and that preserving your access to it matters. If we discontinue a Service, where possible we will give you reasonable advance notice and the time needed to export your data.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care, and we hope that you will benefit from using them. But there are certain things that we do not promise about our Services.

Other than as expressly set out in these terms or any additional terms, neither DataByte nor its suppliers or distributors make any specific promises about the Services. Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose, and non-infringement. To the extent permitted by law, we exclude all warranties.

Liability for our Services

When permitted by law, DataByte, and DataByte's 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 DataByte, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services for the current licence term.

In all cases, DataByte, and its suppliers and distributors, will not be liable for any loss or damage that is not foreseeable.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify DataByte 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 legal fees.

Licences

Every product we provide to you comes with a specific licence. The licence will determine the extent of the service and the duration for which the service will be provided. Licences are paid for each module in advance, for a user-defined period, and are paid online directly through the system. The system's internal licensing engine automatically halts the use of a licence if it is not paid for within 30 days of issue. The system displays warnings to users whose licence fees are overdue.

When a licence is purchased online, the customer decides on the number of employees and the duration of the licence. Due to DataByte's own costs and costs imposed by third parties, an additional administrative fee applies for transactions below a minimum amount. Similarly, an administrative fee applies whenever licences are not purchased online and are added manually to the system by our support staff.

Changes in Licence and Service Fees

DataByte may revise the cost of licences and Services from time to time. When a major change in pricing (more than 10% of the current cost) occurs, a notice will be posted for all system administrators to see within the system at least 15 days before the change takes effect. Any price changes will not affect the validity of licences that have already been purchased before the change takes place.

About these Terms

We may modify these terms, or any additional terms that apply to a Service, to reflect changes to the law or changes to our Services, for example. You should look at the terms regularly. We will always post notice of modifications to these terms on the system.

Changes will not apply retroactively and will become effective no sooner than 14 days after the new terms of service are published. However, changes addressing new functions for a Service, or changes made for legal reasons, may be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and any additional terms, the additional terms will supersede this document for that conflict.

These terms control the relationship between DataByte and yourself. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we do not act right away, this does not mean that we are giving up any rights that we may have (such as acting in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The relationship between you and DataByte, and any disputes arising out of or relating to these terms or the Services, are governed by the laws of Malta. All such claims will be litigated exclusively in the courts of Malta, and you and DataByte consent to the personal jurisdiction of those courts.

For information about how to contact DataByte, please visit our website at https://databyte.com.mt.