

Zhu Terms of Service

Last updated: 01/04/2025

Welcome to ZHU, a platform operated by Revowind SRL, a Belgian company registered under number BE0745.825.575, headquartered at Rue de la Mitingotte 19, 6640 Vaux-sur-Sûre ("we," "us," "our," or "ZHU"). These Terms of Service ("Terms") govern your general access to and use of the ZHU SaaS platform and services as a user.

Please note: These Terms of Service are intended as a general framework and do not replace or override any specific contractual agreement signed between ZHU (Revowind SRL) and an individual customer. If you are a Customer with a signed agreement, that agreement shall prevail in case of conflicting provisions.

By accessing or using our platform, you ("you," "your," "User") agree to these Terms.

1. Service Description

ZHU is a Software-as-a-Service (SaaS) platform designed to foster communication, collaboration, and a strong sense of community within organizations. The platform provides a suite of tools for interdepartmental communication, news and announcement sharing, employee recognition, content publishing, and engagement tracking. These functionalities aim to boost transparency, cultural alignment, and overall employee experience.

ZHU is accessed through web applications and may be integrated with third-party services upon customer request. The platform is customizable to align with each organization's structure and communication strategy. Core features may evolve over time through updates, and their availability may vary depending on the terms of the Customer's agreement.

Use of the ZHU platform is governed by these Terms for general users and supplemented by individual Customer Agreements that define the scope, duration, pricing, and service-level commitments.

2. Custom Customer Agreements

- ZHU operates on a per-customer basis. Each organization using ZHU enters into a tailored agreement that outlines their specific terms related to subscription, pricing, user volume, billing cycles, support arrangements, onboarding, implementation, availability, service level targets, and termination clauses.
- These Terms of Service provide general conditions applicable to all Users but do not override or supersede provisions of individual Customer Agreements.
- Customers may negotiate additional clauses such as integrations, branding options, custom workflows, and data portability terms.

3. Access and Use

- **Authorized Use:** ZHU may only be accessed by users who are registered and authorized by their organization's administrators.
- **Internal Business Use:** The platform is intended strictly for internal communication and engagement purposes.
- **Account Security:** Users must maintain the confidentiality of their login credentials. Any unauthorized use or suspected breach must be reported immediately to both the Customer's administrator and ZHU.
- **Acceptable Use:** Users shall not upload illegal, discriminatory, or malicious content, nor attempt to interfere with platform functionality or security.

4. Data and Privacy

- **Customer Ownership:** All data, content, and materials shared or uploaded to ZHU belong exclusively to the respective Customer. ZHU claims no ownership over Customer Data.
- **User Consent:** By using the platform, Users acknowledge and consent that their activity and data may be collected, stored, and processed by ZHU as part of providing the service. This includes, but is not limited to, login times, interactions, and submitted content.
- **Data Processing and Purpose Limitation:** ZHU only processes Customer Data to the extent necessary to provide, maintain, and improve the Service, in compliance with applicable data protection laws, including the GDPR. No Customer Data will be sold or used for advertising purposes.
- **Security Standards:** Customer data is encrypted in transit and at rest. ZHU uses ISO 27001 and ISO 20000-certified data centers and implements access controls, audit trails, and regular vulnerability assessments.
- **Data Subject Rights:** Users may exercise their rights to access, rectify, or erase their personal data by contacting their organization's administrator or ZHU directly, depending on the nature of the request.

5. Intellectual Property

- **ZHU Platform:** All intellectual property rights, including source code, APIs, interface design, brand elements, documentation, algorithms, and databases, are and shall remain the exclusive property of Revowind SRL.
- **Limited License to Users:** Subject to compliance with these Terms, ZHU grants Users a non-exclusive, non-transferable, and revocable license to access and use the platform solely for internal business purposes as permitted by their organization.
- **Prohibited Activities:** Users must not:
 - Copy, reproduce, modify, adapt, or create derivative works of the platform or any part thereof;
 - Decompile, reverse engineer, or attempt to derive the source code;
 - Remove or obscure proprietary notices;
 - Use the platform to build or promote competing services.

- Customer Branding: Any logos, trademarks, or branding uploaded by Customers remain their exclusive property. ZHU does not claim rights over these elements.

6. Confidentiality

- Definition: "Confidential Information" includes any non-public, proprietary, or sensitive data disclosed in connection with the use of the ZHU platform, whether oral, written, or digital, that is clearly marked or reasonably understood to be confidential.
- User Responsibilities: Users must not disclose, distribute, or make available any Confidential Information they may access through the platform unless expressly authorized by their organization.
- ZHU Responsibilities: ZHU commits to maintaining the confidentiality of all Customer Data and confidential business information by implementing technical and organizational safeguards against unauthorized access, use, or disclosure.
- Exclusions: Confidentiality obligations do not apply to information that:
 - Was publicly available at the time of disclosure;
 - Was lawfully obtained from a third party;
 - Is independently developed without use of the Confidential Information;
 - Must be disclosed pursuant to a legal obligation, provided reasonable notice is given (where legally permissible).
- Survival: The confidentiality obligations under this section shall survive the termination of access to the platform for a period of five (5) years, or longer if required by law or contract.

7. Customer Usage Policies

- Supplemental Terms: Individual organizations using ZHU may define and enforce their own internal terms of usage that restrict or regulate what Users may share, post, or upload on the platform. These internal policies may include, for example, acceptable content guidelines, professional conduct expectations, or communication boundaries.
- User Responsibility: If your organization has provided such a policy and you have acknowledged or accepted it—explicitly or implicitly—your use of ZHU must comply with those terms in addition to these Terms of Service.
- No Liability: ZHU bears no responsibility for the content created, shared, or uploaded by Users. We do not moderate, monitor, or validate the quality, legality, or appropriateness of content shared by Users on the platform.
- Disputes: Any disputes or disciplinary actions resulting from a User's breach of their organization's internal usage policy are solely between the User and their organization. ZHU shall not be held liable for any such matters.
- Moderation Tools: While ZHU does not provide centralized moderation, the platform offers moderation tools and role-based permissions that allow each organization to manage, moderate, or remove content within its own environment as it sees fit.

8. Limitations and Liability

- **Platform Provided As-Is:** While ZHU aims to provide reliable and continuous access, we do not warrant that the platform will be free of errors or interruptions, or that it will meet every specific use case.
- **Liability Scope:** To the maximum extent permitted by law, ZHU shall not be held responsible for any indirect, incidental, punitive, or consequential damages including but not limited to loss of profits, business interruption, or loss of data.
- **Cap on Liability:** Our total liability for any claim arising out of or relating to the use of the ZHU platform shall not exceed the total amount paid by the Customer for the platform during the twelve (12) months preceding the incident.
- **Force Majeure:** We are not liable for any failure or delay resulting from events beyond our reasonable control, including but not limited to natural disasters, war, strikes, pandemics, power outages, or internet disruptions.

9. Termination of Access

- **User Deactivation:** Access to the platform may be revoked or suspended at any time by the Customer's administrator or by ZHU, particularly in the event of breach of these Terms, suspicious activity, or regulatory requirements.
- **Customer Contract Expiry:** User accounts are linked to the validity of the Customer's subscription. Upon contract termination or expiration, all associated user access may be disabled and data retention shall be handled according to the Customer Agreement.
- **Data Retention and Export:** Where applicable, and subject to the Customer's agreement, ZHU may provide a reasonable period for the Customer to retrieve their data prior to permanent deletion. Individual users must coordinate with their organization for data export or account closure.

10. Subprocessors

- **Use of Subprocessors:** ZHU engages trusted third-party service providers ("Subprocessors") to assist in delivering the platform's core functionalities. These may include services for authentication (e.g., Auth0), infrastructure (e.g., Google Cloud Platform), email delivery (e.g., MailGun), and analytics.
- **Due Diligence and Compliance:** Each Subprocessor is subject to a thorough vetting process and is contractually bound to meet data protection, security, and confidentiality standards consistent with GDPR and other relevant regulations.
- **Transparency:** A current list of active Subprocessors is available upon request. ZHU will notify the Customer in advance of any significant changes to this list, allowing for objections if reasonably justified.
- **Geographic Restrictions:** ZHU ensures that all Customer data is hosted within the European Union or in countries recognized by the European Commission as providing adequate data protection, unless otherwise agreed in writing.
- **Responsibility:** ZHU remains liable for the performance of its Subprocessors and ensures that subcontracted services do not diminish the protections granted to Customers and Users.

11. Amendments and Notifications

- **Platform-Level Changes:** ZHU reserves the right to amend or update these Terms at any time to reflect changes in our services, security improvements, legal or regulatory developments, or other operational needs. When changes are made, we will revise the "Last updated" date at the top of this page. Where required by law or deemed significant at our discretion, we will provide notice through in-platform announcements, email, or other appropriate channels.
- **Continued Use:** Continued use of the platform following the effective date of any changes constitutes acceptance of the revised Terms. If you do not agree with the updated Terms, you should discontinue use of the platform and contact your organization's administrator.
- **Customer Agreements:** Any modification, extension, or clarification to a specific Customer Agreement must be documented in a written addendum or updated contract, signed by authorized representatives of both parties. Verbal agreements or informal modifications are not legally binding.
- **Notification Channels:** ZHU may communicate important legal or operational notices to Users through the platform interface, by email to the address associated with the user account, or via the Customer's designated administrator. It is your responsibility to keep your contact information accurate and up to date.

12. Governing Law

These Terms and any related matters are governed by Belgian law. In the event of any dispute, controversy, or claim arising out of or in connection with these Terms, including their interpretation, performance, or termination, the parties shall first attempt to resolve the matter amicably.

If an amicable resolution cannot be reached, the dispute shall be submitted to the exclusive jurisdiction of the courts of Neufchâteau, Belgium, unless otherwise agreed upon in a separate written Customer Agreement. Each party agrees to the jurisdiction and venue of such courts and waives any objection to such forum as inconvenient.

These governing law provisions are without prejudice to any mandatory legal rights applicable under consumer protection laws (where applicable) or jurisdictional requirements that may apply to specific Customers depending on their domicile or operational location.

If you have questions or need assistance, please contact us at support@zhu-app.com.

Thank you for using ZHU!