BERRYPATH

Terms and Conditions

Last updated: 28 May 2026

These terms apply to the use of BerryPath by business customers. By creating an account, starting a trial, choosing a plan or using the service, you accept these terms on behalf of your organisation.

1. Parties

Sidworks, trading under the name BerryPath, provides the service and is established in the Netherlands.

Our company website is www.sidworks.nl. You can contact us through the contact form on the BerryPath website: https://www.berrypath.eu/contact.

2. Business use

BerryPath is intended for businesses and professional organisations. Consumer law, including statutory consumer withdrawal rights, does not apply to business agreements.

The person creating an account or choosing a plan confirms that they are authorised to bind the organisation.

3. The service

BerryPath is a SaaS service for building, publishing and managing interactive advice flows, product data, matching, styling, analytics and Flow widgets.

We may change, improve or adjust parts of the service. We do this carefully and try to communicate important changes in time when they affect normal use.

The service supports the customer's own commercial process. It does not replace the customer's responsibility for product information, sales claims, legal notices, customer communication, suitability checks or decisions made by visitors.

4. Account and access

You are responsible for:

- Correct account, company and billing details.
- Managing team members, roles and permissions.
- Strong passwords, 2FA where available and secure access.
- Everything that happens within your account, unless it is clearly caused by our fault.

You may not share account access outside your organisation or bypass security measures.

5. Trial and subscription

A trial gives temporary access to the service under the selected or default trial settings. After the trial ends, access may be limited until a paid plan has been selected and paid.

Paid plans run monthly or yearly, depending on the selected billing interval. The active plan determines, among other things, the number of active advice flows and product capacity.

Upgrades may start immediately or at an agreed time. Downgrades and cancellations normally take effect at the end of the current billing period. Access remains open until the end of the period that is already active and paid.

6. Payment and invoices

Prices are shown for business use excluding VAT unless stated otherwise. The checkout amount may be charged including VAT.

You pay through the offered payment method. If payment fails or remains unpaid, we may limit access, pause the subscription or terminate the agreement after giving a reasonable opportunity to resolve the issue.

Paid periods are not refunded, unless we confirm this in writing or the law requires it.

7. Product data, flows and media

You remain the owner of the data and content you place in BerryPath, such as product feeds, flow text, media, translations and styling. You give us the right to process this data to provide, secure and improve the service.

You are responsible for the accuracy, lawfulness and quality of your data. You may not upload data that is unlawful, infringes third-party rights, contains harmful code or does not fit the service.

Product feeds should use the same product identity when you offer multiple locales. Locale fields may change visible text or links, but must not cause misleading or fraudulent recommendations.

You are responsible for checking product titles, prices, availability, labels, claims, recommendations, translations, media, links and other visible output before publishing or embedding a Flow widget.

Recommendations, scores, labels and product matches are generated from the data, rules, weights, styling and settings configured by you. We do not guarantee that a recommendation is complete, suitable for a specific visitor, commercially optimal, legally compliant or free from mistakes. You remain responsible for the products you sell, the claims you make and the information shown to visitors.

8. Flow widget and customer websites

You may place published Flow widgets on websites and domains that belong to your organisation or for which you have permission.

You are responsible for the information you provide to visitors about the use of the Flow widget, cookies, browser storage, analytics and any personal data processed through your website.

You are responsible for your own website, webshop, consent mechanism, cookie notice, privacy notice, analytics setup, product pages, checkout, fulfilment, customer service and any communication with visitors or customers. If you enable external tracking or connect the Flow widget to analytics already installed on your website, you are responsible for the legal basis, consent where required and correct implementation.

We may apply technical measures to prevent misuse, overload or unauthorised embeds.

9. AI features

When AI features are available, you may use them for translations or draft text. AI output may contain errors. You remain responsible for reviewing, publishing and using AI output.

Do not place special category data, payment card data, medical data, trade secrets or other sensitive or confidential data in AI prompts or fields that you process with AI unless you have appropriate arrangements, security measures and legal bases in place.

AI output is not legal, financial, medical, technical safety or product compliance advice. You must review AI output before using it in a flow, product feed, translation, recommendation or customer-facing message.

10. Availability and support

We make reasonable efforts to keep the service available, secure and usable. Maintenance, incidents, updates, network issues or force majeure may temporarily affect availability.

Support is provided according to the plan and available support channels. We respond practically and as quickly as reasonably possible.

11. Acceptable use

You may not use BerryPath for:

- Illegal, misleading, discriminatory or harmful activities.
- Spam, phishing, malware, scraping or disruption of systems.
- Bypassing limits, security, tenant isolation or payment obligations.
- Processing data for which you do not have a lawful basis.
- Creating competing copies or reverse engineering except where mandatory law allows it.

In case of serious misuse, we may immediately restrict or block access.

12. Customer indemnity

You indemnify us against claims, fines, damages, costs and expenses from third parties, visitors, customers, authorities or rightsholders arising from:

- Your data, content, product feeds, media, labels, translations, links, claims or instructions.
- Products, services, prices, availability, warranties, returns, delivery, fulfilment or customer service offered by you.
- The publication, placement, configuration or use of a Flow widget on your website.
- Your cookie, analytics, consent, privacy or e-commerce obligations.
- Infringement of intellectual property, privacy, consumer, advertising or product compliance rules by your data, website or use of the service.
- Use of AI output, recommendations or product matches without adequate review by you.

This indemnity does not apply to the extent a claim is caused by our intentional misconduct or deliberate recklessness.

13. Intellectual property

All rights to BerryPath, the software, design, documentation, technical operation and brand assets remain with Sidworks or our licensors.

You keep the rights to your own customer data and content. We may use feedback or suggestions to improve the service without compensation or obligation.

14. Confidentiality

Both parties handle confidential information carefully and use it only for performing the agreement. This obligation does not apply to information that is already public, was lawfully known or must be disclosed by law.

15. Data processing terms

For personal data we process on your behalf in the service, this section acts as a data processing agreement under Article 28 GDPR.

Subject matter and duration

We process personal data while the agreement is active and afterwards as needed for deletion, backups, administration or legal obligations.

Nature and purpose

Processing consists of hosting, storing, importing, showing, securing, analysing and making available account data, flow data, product data, media, analytics and technical data for the SaaS service.

Types of data and data subjects

This may concern account users, team members, support contacts and visitors of customer websites who use an advice flow. The data is described in the privacy statement and depends on what the customer configures in the service.

Instructions

We process personal data only under your instructions, these terms, the settings in the service and legal obligations. If we believe an instruction conflicts with privacy law, we will notify you where possible.

Security and confidentiality

We take appropriate technical and organisational measures and ensure that people with access to personal data are bound by confidentiality.

Sub-processors

You give general authorisation for sub-processors needed for hosting, storage, e-mail, payment, security, monitoring, support, anti-abuse and AI features. Categories and examples are described in the privacy statement or other information we make available. We impose comparable privacy obligations on sub-processors. For material changes, we inform you where reasonably possible so you can object.

Assistance with rights and obligations

We reasonably assist you with data subject requests, data breaches, security, DPIAs and supervisory authority questions, to the extent the information is available to us and this reasonably fits within the service.

Data breaches

We notify you of a data breach affecting your personal data without undue delay after becoming aware of it. We provide available information so you can assess your own notification duties.

Deletion and return

After the agreement ends, we delete or return personal data on your request, unless legal retention duties, backups or legitimate interests require temporary retention.

Audit

We provide information on reasonable request to demonstrate compliance with these processing terms. Audits must be reasonable, agreed in advance, proportionate and confidential.

16. Liability

To the extent permitted by law, our total liability per event or related series of events is limited to the amount you paid for the service in the three months before the event causing the damage.

We are not liable for indirect damage, consequential damage, lost revenue, lost profit, lost savings, loss of goodwill, reputational damage, loss of data, loss of customers, business interruption or damage caused by products, customer websites, third-party systems, AI output, analytics, tracking, recommendations or choices visitors make based on recommendations, unless mandatory law provides otherwise.

We are not liable for damage caused by incorrect, incomplete or outdated customer data, product feeds, prices, labels, media, translations, rules, weights, styling, publication settings, external scripts or website implementations.

This limitation does not apply to intent or deliberate recklessness by our management.

17. Force majeure

We are not liable for delay or failure caused by circumstances outside our reasonable control, such as hosting provider outages, payment provider issues, e-mail provider issues, AI provider issues, third-party API changes, network issues, power outages, cyberattacks, government measures, strikes or natural disasters.

18. Term and termination

The agreement runs while your account or subscription is active. You can cancel the subscription through the application or through support. Cancellation stops future renewals; access normally remains open until the end of the

current billing period.

We may terminate the agreement or restrict access in case of misuse, structural non-payment, breach of these terms or risk to the service or other customers.

19. Changes

We may change these terms. For important changes, we inform you in advance or in the application. If you continue using the service after the change, the new terms apply from the announced date.

20. Governing law

These terms and the agreement are governed by Dutch law. Disputes are submitted to the competent court in the Netherlands, unless mandatory law provides otherwise.

If translations differ, the Dutch version prevails.