



# Customer Terms of Service

These Customer Terms of Service (the “Customer Terms”) describe your rights and responsibilities when using our online workplace productivity tools and platform (the “Services”). Please read them carefully. If you are a Customer (defined below), these Customer Terms govern your access and use of our Services. If you are being invited to a workspace set up by a Customer, the [User Terms of Service](#) (the “User Terms”) govern your access and use of the Services.

## First Things First

### These “Customer Terms” Form a Binding “Contract”

These Customer Terms (or, if applicable, your written agreement with us) and any Order Form(s) signed by you (defined below) together with our [privacy policy](#), (“Privacy Policy”), [data processing agreement](#), (“DPA”), [User Terms](#) and service level agreement, (“SLA”) as amended from time to time, form a binding “Contract” between the Customer named in the Order Form and Lets Flo Limited of Kemp House, City Road, London EC1V 2NX, England, (“us”).

### Your Agreement On Behalf of “Customer”

If you purchase subscription(s), create a workspace (i.e., a digital space where a group of users may access the Services), invite users to that workspace, or use or allow the use of that workspace after being notified of a change to these Customer Terms, you acknowledge your understanding of the then-current terms of the Contract and agree to the Contract on behalf of the Customer. Please make sure you have the necessary authority to enter into the Contract on behalf of the Customer before proceeding.

## Customer Choices and Instructions

### Who is “Customer”?

“Customer” is the organization that you represent when signing the Order Form and entering into the Contract.

### What this means for Customer—and for Us

Individuals authorized by the Customer to access the Services (an “Authorized User”) may submit content or information to the Services, such as messages or files (“Customer Data”), and the Customer may exclusively provide us with instructions on what to do with it. For example, the Customer may provision or block access to the Services, manage permissions, retention and export settings. These choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

Customer will: (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services and of any settings that may impact the processing of



Customer Data; and (b) ensure the transfer and processing of Customer Data under the Contract is lawful.

## Ordering Subscriptions

A subscription allows an Authorized User to access the Services. No matter the role, a subscription is required for each Authorized User. A subscription may be procured through the Services interface, or in some cases, via an order form entered into between the Customer and us (each, an “Order Form”). Each Authorized User must agree to the [User Terms](#) to activate their subscription.

Subscriptions commence when we make them available to the Customer and continue for the term specified in the Services “check-out” interface or in the Order Form, as applicable. Each subscription is for a single Authorized User for a specified term and is personal to that Authorized User. We sometimes enter into other kinds of ordering arrangements, but these must be set out in an Order Form. During an active subscription term, adding more subscriptions is fairly easy. Unless the Order Form says otherwise, the Customer may purchase more subscriptions at the same price stated in the Order Form and all will terminate on the same date.

## Purchasing Decisions

We may share information about our future product plans because we like transparency. Our public statements about those product plans are an expression of intent, but you must not rely on them when making a purchase. If Customer decides to buy our Services, that decision should be based on the functionality or features we have made available today (or included in an Order Form) and not on the delivery of any future functionality or features.

## Choosing to be a Beta Tester

Occasionally, we look for beta testers to help us test our new features. These features will be identified as “beta” or “pre-release,” or words or phrases with similar meanings (each, a “Beta Product”). Beta Products are made available “as is,” and any warranties or contractual commitments we make for our Services do not apply to any Beta Products. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running beta programs is to iron out issues before making a new feature widely available.

## Feedback is Welcome

The more suggestions our customers make, the better the Services become. If a Customer sends us any feedback or suggestions regarding the Services, (“Feedback”), there is a chance we will use it, so the Customer grants us (on behalf of itself and all of its Authorized Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such Feedback for any purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel. If we choose not to implement the Feedback, please don’t take it personally. We appreciate it nonetheless.



## Non-Lets Flo Products

Our Services include a platform that third parties may use to develop applications and software that complement Customer's use of the Services (each, a "Non-Lets Flo Product"). THESE ARE NOT OUR SERVICES. WE DO NOT WARRANT OR SUPPORT NON-LETS FLO PRODUCTS, AND ARE NOT LAIBLE FOR THE AVAILABILITY OR FUNCTIONALITY OF NON-LETS FLO PRODUCTS, ULTIMATELY, CUSTOMER (AND NOT US) WILL DECIDE WHETHER OR NOT TO ENABLE THEM. ANY USE OF A NON-LETS FLO PRODUCT IS SOLELY BETWEEN THE CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER AND IS SUBJECT TO THE THIRD PARTY PROVIDER'S OWN TERMS OF USE.

If a Non-Lets Flo Product is enabled for Customer's workspace, please be mindful of any Customer Data that will be shared with the third-party provider and the purposes for which the provider requires access. We will not be responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Non-Lets Flo Product.

## Privacy Policy

Please review our Privacy Policy, which forms part of this Contract, for more information on how we collect and use your personal data for our own purposes as a data controller, relating to the use and performance of our websites and products, for example for creating aggregated statistics.

## Customer and Authorized Users

### Use of the Services

Customer must comply with the terms of the Contract and ensure that its Authorized Users comply with the terms of the Contract and the [User Terms](#). We may review conduct for compliance purposes, but we have no obligation to do so. We aren't responsible for the content of any Customer Data or the way Customer or its Authorized Users choose to use the Services to store or process any Customer Data. The Services are not intended for and should not be used by anyone under the age of 16. The Customer must ensure that all Authorized Users are over 16 years old. The Customer is solely responsible for providing a high speed internet service for itself and its Authorized Users to access and use the Services.

### Our Removal Rights

If we believe that there is a breach of the terms of the Contract that can simply be remedied by Customer's removal of certain Customer Data or Customer's disabling of a Non-Lets Flo Product, we will, in most cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.



## Fees and Payment

### Fees

The Customer shall pay the Fees set out in each Order Form for the Services provided under the Contract.

All fees, ("Fees") are exclusive of value added tax (VAT) and other government taxes, banking fees, and regulatory fees that have been or are later imposed. The Customer agrees to pay any tax applicable to it and if Customer is required to deduct or withhold any tax, it must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full of all Fees as if there were no deduction or withholding. Except where otherwise agreed, all invoices and payments are in GBP.

The Subscription Fee will be adjusted yearly at the rate of the Eurostat Harmonized Index of Consumer Prices (HICP) for Great Britain and will be increased upon each anniversary of each invoice. Should the HICP have a negative rate, no adjustment to the Subscription Fee will be made.

We shall be entitled to adjust all other Fees in accordance with the index or other mechanism included in the Order Form. If the Order Form does not expressly provide for us to adjust Fees, we shall always be entitled to adjust Fees, in writing by giving at least three (3) months' written notice of the new Fees. In the event that the Customer does not agree to the Fee adjustment, and the parties are not able to resolve the disagreement through good faith discussions, the Customer shall be entitled to terminate the Contract by giving notice in writing within thirty (30) days following notice of the Fee adjustment. Such termination notice shall take effect on the date on which the new Fees would otherwise take effect, unless otherwise agreed by the parties in writing.

### Payment

The Customer shall pay in the Fees set out in the Order Form(s) in full without deduction, no later than thirty (30) days after date of each invoice. Should it be determined and agreed by the parties that additional services are required to complete any project after the project start date, the scope and price of such additional services shall be agreed in a separate amendment to the Contract, and we shall invoice our additional Fees for such additional services as set out in the amendment.

If the Customer fails to pay any Fees when they are due for payment, we shall be entitled to claim statutory interest on the outstanding amount at the highest rate stipulated by applicable law.

If, after receiving a demand or notice of default, Customer fails to pay the Fees, and any applicable statutory interest, we may refer the debt for collection, in which case the Customer shall pay the debt collection fees and expenses associated with any legal proceedings in addition to the Fees owed, as well as any additional bank or payment processing fees. In addition to the foregoing, if Customer fails to pay any invoice when due for payment, we may suspend provision of the Services until all such unpaid amounts are paid in full or alternative arrangements for payment are agreed in writing.

If the Customer wishes to dispute any amounts invoiced by us, the Customer must provide written notice to us within 14 days of receiving the invoice. Such notice must contain reasonable details of the claim. The Customer must pay in full any undisputed amount under the invoice.



A representative of each party shall meet and attempt in good faith to resolve any invoice dispute raised. If within twenty (20) days the representatives have been unable to resolve the dispute, and if the dispute relates to whether amounts were properly charged, or the Services were actually provided, or the Services were actually performed, either representative may refer the dispute to an independent third party auditing firm that is mutually agreeable to the parties. The parties shall cooperate with the appointed auditing firm and shall provide the auditing firm access to such books and records as may be reasonably necessary to reach a decision. The auditing firm shall use commercially reasonable efforts to resolve the dispute within thirty (30) days following its engagement. Any decision made by the auditing firm shall be final and binding on the parties. Upon final determination that any amount in dispute is owed to us, the Customer shall promptly pay us such amount, together with statutory interest at a rate equal to the rate of interest on the last day on which the payment should have been made, accrued up to the date of actual payment. The expenses of the auditing firm shall be apportioned equally between the parties.

## Our Responsibilities

### Providing the Services

The Customer isn't the only one with responsibilities; we have some, too. We will make the Services available to Customer and its Authorized Users as described in the Contract.

### Keeping the Services Available

For some of our Services, we offer specific uptime commitments paired with service credits, if we fall short. Service credits will serve as what lawyers call liquidated damages and will be the Customer's sole remedy for any downtime and related inconvenience. For all Service plans, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We expect planned downtime to be infrequent but will endeavor to provide the Customer with advance notice (e.g., through the Services), if we think it may exceed five (5) continuous minutes.

### Data Protection and Customer Data

Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.

To the extent that personal data is processed when the Customer or Authorized Users use the Services, the parties acknowledge that we are a data processor and the Customer is a data controller.

The parties shall comply with their respective obligations under the terms of the data processing agreement, ("DPA").

If a third party alleges infringement of its data protection rights, we shall be entitled to take measures necessary to prevent the infringement of a third party's rights from continuing.

Where the we collect and processes personal data of the Customer or Authorized Users, as a data controller, when providing the Services to the Customer, such collection and processing shall be in accordance with our Privacy Policy.



The Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when it is in the Customer's or its representatives' or agents' possession or control. We are not responsible for what Customer's Authorized Users or Non-Lets Flo Products do with Customer Data. That is Customer's responsibility.

## The Lets Flo Extended Family

We may use our employees, those of our corporate affiliates and third party contractors (the "Lets Flo Extended Family") in exercising our rights and performing our obligations under the Contract. We will be responsible for the Lets Flo Extended Family's compliance with our obligations under the Contract.

## Ownership and Proprietary Rights

### What's Yours is Yours...

As between us on the one hand, and the Customer and any Authorized Users on the other, the Customer will own all Customer Data and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data. Subject to the terms and conditions of the Contract, the Customer (for itself and on behalf of all of its Authorized Users) grants us and the Lets Flo Extended Family a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer Data, and any Non-Lets Flo Products created by or for the Customer, only as reasonably necessary: (a) to provide, maintain and update the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by the Data Request Policy; and (d) as expressly permitted in writing by the Customer. Customer represents and warrants that it has secured all rights in and to Customer Data from its Authorized Users as may be necessary to grant this license.

### And What's Ours is Ours

We and/or our licensors and subcontractors own and will continue to own all right and title in and to our Services, including all related intellectual property rights. No interest or ownership in the Services or any intellectual property rights is transferred to the Customer or Authorized Users under this Contract.

We may make software components available, via app stores or other channels, as part of the Services. Subject to the Customer's payment of the Fees, we grant the Customer a non-sublicensable, non-transferable, non-exclusive, limited license to permit the Customer and its Authorized Users to use the Services, during the term of the Contracts, solely as necessary to use the Services for the Customer's internal business operations and in accordance with the Contract and the [User Terms](#). Where open source software is used as part of the Services, such software use by the Customer will be subject to the terms of the open source licences. Nothing in the contract shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the software comprised within the Services. Disassembly, decompilation or reverse engineering and other source code derivation of the software comprised within the Services is prohibited. All of our rights not expressly granted by this license are hereby retained.





Notwithstanding the Customer's statutory rights, no right to modify, adapt, or translate the Solution or Services or create derivative works from the Services is granted to the Customer or Authorized Users. Unless otherwise specified in the Contract, the Services are provided and may only be used in conjunction with: (a) the Customer's existing systems and applications in order to facilitate the Customer's transactions with its clients; b) providing access to the Services solely to the Customer and Authorized Users.

The Customer may not: (a) lease, loan, resell, assign, licence, distribute or otherwise permit access to the Services; (b) use the Services to provide ancillary services related to the Services; or c) permit access to or use of the Services by or on behalf of any third party; except as expressly permitted in this Contract.

The Customer and its Authorized Users are not allowed to remove any proprietary marks or copyright notices from the Services and we may take and maintain technical precautions to protect the Services from improper or unauthorised use, distribution or copying, including electronically monitor the Customer's use of the Services.

## Term and Termination

### Subscription Term

The Contract commences on the Effective Date for the subscription term set out in each Order Form. The Contract remains effective until all subscriptions have expired or been terminated or the Contract itself is terminated. Termination of the Contract will terminate all subscriptions and all Order Forms.

### Auto-Renewal

Unless an Order Form says something different: (a) all subscriptions automatically renew (without the need to execute a renewal Order Form) for successive renewal periods of one (1) year or the same period as the preceding term, whichever is shorter; and (b) the per-unit Fee for each renewal period will remain the same as it was during the immediately prior term. Either party can give the other notice of non-renewal at least thirty (30) days before the end of the subscription term or renewal term to stop subscriptions from automatically renewing.

### Termination for Cause

We or the Customer may terminate the Contract on giving written notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. The Customer is responsible for its Authorized Users, including for any breaches of this Contract caused by its Authorized Users. We may terminate the Contract immediately on giving written notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in breach of applicable law.

### Effect of Termination

Upon any termination for cause by Customer, we will refund Customer any prepaid Fees covering the remainder of the term of all subscriptions after the effective date of termination.



Upon any termination for cause by us, Customer will pay any unpaid Fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any termination relieve the Customer of the obligation to pay any Fees payable to us for the period prior to the effective date of termination.

Termination of the Contract for any reason shall not affect the accrued rights of the parties arising under the Contract and in particular without limitation the right to recover damages against the other. Termination of the Contract for whatever reason shall not affect the accrued rights of the parties. All clauses which by their nature should continue after termination shall, for the avoidance of doubt, survive the expiration or sooner termination of the contract and shall remain in force and effect

## Data Portability and Deletion

We are custodians of Customer Data. During the term of a workspace's subscription, the Customer will be permitted to export or share certain Customer Data from the Services; provided, however, that because we have different products with varying features and Customer has different retention options, Customer acknowledges and agrees that the ability to export or share Customer Data may be limited or unavailable depending on the type of Services plan in effect and the data retention, sharing or invite settings enabled. Following termination or expiration of a workspace's subscriptions, at the option of the Customer, we shall following receipt of a request from the Customer delete (in accordance with the terms of the DPA) or return all Customer Data stored in our database in its then current format, free of charge, provided that such request is made within 30 days of termination.

## Representations Disclaimer of Warranties

Customer represents and warrants that it: (a) has validly entered into the Contract; (b) has the legal power to do so; (c) the performance of its obligations under this Contract is in accordance with any applicable laws; and (d) it rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under this Contract. Customer further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with the terms of this Contract and the [User Terms](#).

We warrant and represent that: (a) we have the right to license the Services; (b) the Services shall be performed with reasonable skill and care and in a professional manner in accordance with good industry practice; and (c) that the Services will be provided in accordance with the SLA.

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. NO WARRANTY IS MADE REGARDING THE RESULTS THE CUSTOMER CAN ACHIEVE FROM USING THE SERVICES. We provides





no warranties in relation to and third party content or information and shall have no liability whatsoever to the Customer for its use or reliance upon such content or information.

## Limitation of Liability

OTHER THAN ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER CUSTOMER'S, OR OUR AND THE LETS FLO EXTENDED FAMILY'S AGGREGATE

LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT OR THE [USER TERMS](#) (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "PAYMENT" SECTION ABOVE.

IN NO EVENT WILL EITHER CUSTOMER, OR US OR ANY MEMBER OF THE LETS FLO EXTENDED FAMILY, HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR BUSINESS REVENUE, LOSSES ARISING FROM BUSINESS INTERRUPTION, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, LOSSES WHETHER OR NOT OCCURRING IN THE NORMAL COURSE OF BUSINESS, COSTS OF PROCURING SUBSTITUTE GOODS OR PRODUCTS, WASTED MANAGEMENT OR STAFF TIME, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Services support logins using two-factor authentication ("2FA"), which is known to reduce the risk of unauthorized use of or access to the Services. We therefore will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else if any event leading to such damages, losses or liability would have been prevented by the use of 2FA. Additionally, Customer is responsible for all login credentials, including usernames and passwords, for administrator accounts as well the accounts of Authorized Users. We will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if such information is not kept confidential by Customer or its Authorized Users, or if such information is correctly provided by an unauthorized third party logging into and accessing the Services.

The limitations under this "Limitation of Liability" section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by applicable law. The provisions of this "Limitation of Liability" section allocate the risks under this Contract between the parties, and the parties have relied on these limitations in determining whether to enter into this Contract and the Fees for the Services.

The Customer shall be for any breaches of the Contract caused by the acts, omissions or negligence of any Authorized Users as if such acts, omissions or negligence had been committed by the Customer itself.

## Our Indemnification of Customer

We will defend Customer from and against any and all third party claims, actions, suits, proceedings, fines and demands alleging that the use of the Services as permitted under the Contract infringes or misappropriates a third party's intellectual property rights (a "Claim



Against Customer”), and will indemnify the Customer for all reasonable legal fees incurred and damages and other costs finally awarded against the Customer in connection with or as a result of, and for amounts paid by the Customer under a settlement we approve of in connection with, a Claim Against Customer; provided, however, that we will have no liability if a Claim Against Customer arises from: (a) Customer Data or Non-Lets Flo Products; and (b) any modification, combination or development of the Services that is not performed by us, including in the use of any application programming interface (API). Customer must provide us with prompt written notice of any Claim Against Customer and allow us the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting our defense and settlement of such matter. This section states our sole liability with respect to, and Customer’s exclusive remedy against us and the Lets Flo Extended Family for, any Claim Against Customer.

## Customer’s Indemnification of Us

Customer will defend us and the members of the Lets Flo Extended Family (collectively, the “Lets Flo Indemnified Parties”) from and against any and all third party claims, actions, suits, proceedings, fines and demands arising from or related to Customer’s or any of its Authorized Users’ breaches of the Contract or the [User Terms](#) (a “Claim Against Us”), and will indemnify the Lets Flo Indemnified Parties for all reasonable attorney’s fees incurred and damages and other costs finally awarded against a Lets Flo Indemnified Party in connection with or as a result of, and for amounts paid by a Lets Flo Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Us. We must provide Customer with prompt written notice of any Claim Against Us and allow Customer the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer’s defense and settlement of such matter. This section states the Customer’s sole liability with respect to, and the Lets Flo Indemnified Parties’ exclusive remedy against Customer for, any Claim Against Us.

## Limitations on Indemnifications

Notwithstanding anything contained in the two preceding sections: (a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

## Confidentiality

### Confidential Information

Each party (“Disclosing Party”) may disclose “Confidential Information” to the other party (“Receiving Party”) in connection with the Contract, which is any information in any form whatsoever that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including but not limited to all Order Forms,



as well as information about the business, finances, products, technology, intellectual property rights, computer software and marketing of either party. Confidential Information of Customer includes Customer Data. If something is labeled “Confidential,” that’s a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that: (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party as evidenced by written records of the Receiving Party.

## Protection and Use of Confidential Information

The Receiving Party will: (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

## Compelled Access or Disclosure

The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the access or disclosure.

Without limiting the foregoing, please review our Data Request Policy for details on how requests may be made for the disclosure of Customer Data and how we will handle those requests. If the Receiving Party is compelled by law to access or disclose the Disclosing Party’s Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

## General Provisions

### Publicity

Customer grants us the right to use Customer’s company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer’s standard trademark usage guidelines as provided to us from time-to-time. We don’t want to list customers who don’t want to be listed, so Customer may send us an email to [hello@letsflo.co](mailto:hello@letsflo.co) stating that it does not wish to be used as a reference.



## Force Majeure

Neither us nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, including but not limited to acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage (including where the Company ceases to be entitled to access the Internet for whatever reason) transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failure to approve) of any government or government agency.

## Relationship of the Parties; No Third Party Beneficiaries

The parties are independent contractors. The Contract does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Contract and nothing contained in the Contract is intended to be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999, or any similar legislation in any applicable jurisdiction.

## Email and Lets Flo Messages

Except as otherwise set forth herein, all notices to be given under the Contract will be by email which is deemed to be "written", although we may instead choose to provide notice to Customer through the Services (e.g., a Flood notification). Notices to us will be sent to [hello@letsflo.co](mailto:hello@letsflo.co), except for legal notices, such as notices of termination or an indemnity claim, which must be sent to [legal@letsflo.co](mailto:legal@letsflo.co). Notices will be deemed to have been duly given: (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

## Modifications

As our business evolves, we may change these Customer Terms and the other documents referenced and incorporated into the Contract (except any Order Forms). If we make a material change to the terms of the Contract, we will provide Customer with reasonable notice prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the Services.

Customer can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other documents that are referenced and incorporated into the Contract. The materially revised Contract will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If the Customer (or any

Authorized User) accesses or uses the Services after the Effective Date, that use will constitute Customer's acceptance of any revised terms.

## Waiver

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and



signed by an authorized representative of the party being deemed to have granted the waiver.

## Severability

The Contract will be enforced to the fullest extent permitted under applicable law. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Contract will remain in effect.

## Assignment

Except with respect to the Lets Flo Extended Family, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Contract in its entirety (including all Order Forms), without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. The Customer will keep its billing and contact information current at all times by notifying us of any changes. Any purported assignment in breach of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by the Customer, we will refund the Customer any prepaid Fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

## Governing Law

The Contract, and any disputes arising out of or related hereto, will be governed: (a) exclusively by the laws of England and Wales, without regard to conflicts of laws, rules or the United Nations Convention on the International Sale of Goods and the courts located in the England and Wales will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Contract or its formation, interpretation or enforcement, where the Customer signing the Order Form is an entity registered outside of the USA; and (b) exclusively by the State of XXX, and US Federal Law, without regard to conflicts of laws, rules or the United Nations Convention on the International Sale of Goods and the courts located in the State of XXX will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Contract or its formation, interpretation or enforcement, where the Customer signing the Order Form is an entity registered in the USA;. Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the Contract, the prevailing party will be entitled to recover its reasonable costs and legal fees.

## Entire agreement

The Contract, including these Customer Terms, [User Terms](#), each Order Form and all other documents referenced and incorporated into the Customer Terms, constitutes the entire



agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. Without limiting the foregoing, the Contract supersedes the terms of any online agreement electronically accepted by the Customer or any Authorized Users. However, to the extent of any conflict or inconsistency between the provisions in these Customer Terms and any other documents referenced or incorporated into these Customer Terms, the following order of precedence will apply: (1) the terms of any Order Form (if any), (2) the Customer Terms, (3) the DPA, (4) the Privacy Policy, (5) the User Terms and ( finally, any other documents or pages referenced in the Customer Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) will be incorporated into or form any part of the Contract, and all such terms or conditions will be null and void.