



# User Terms of Service

These User Terms of Service (the “User Terms”) govern your access and use of our online workplace productivity tools and platform (the “Services”). Please read them carefully. Even though you are signing into an existing workspace, these User Terms apply to you as a user of the Services. Thanks for using Lets Flo.

## First things first

These User Terms are legally binding

These User Terms together with our privacy policy, (“Privacy Policy”), as amended from time to time, form a legally binding contract between you and Lets Flo Limited of Kemp House, City Road, London EC1V 2NX, England, (“us”).

## Your agreement with us as a User

If you wish to access or use the Services you must actively click your acceptance to our User Terms and Privacy Policy. If you continue accessing or using the Services after being notified of a change to the User Terms or Privacy Policy, you confirm that you have read, understand and agree to be bound by the User Terms and the Privacy Policy, as they are amended from time to time.

## The Customer’s choices and instructions

You are an “Authorised User” of a workspace controlled by a “Customer”

An organisation or other third party that we refer to in these User Terms as the (“Customer”) has invited you to a workspace (i.e. a unique domain where a group of users may access the Services). If you are joining one of your employer’s workspaces, for example, the Customer is your employer.

## What this means for You – and for Us

The Customer has separately agreed to our Customer Terms of Service or entered into a written agreement with us (in either case, the “Contract”) that permitted the Customer to create and configure a workspace so that you and others could join (each invitee granted access to the Services, including you, is an “Authorised User”). The Contract contains our commitment to deliver the Services to the Customer, who may then invite Authorised Users to join its workspace(s). When an Authorised User (including you) submits content or information to the Services, such as messages or files (“Customer Data”), you acknowledge and agree that the Customer Data is owned by the Customer and the Contract provides the Customer with many choices and control over that Customer Data.

## While you’re here, you must follow the rules

To help ensure a safe and productive work environment, all Authorised Users must comply with these User Terms and any applicable policies established by the Customer. If you see



inappropriate behaviour or content, please report it to your Primary Owner or employer. You are here at the pleasure of the Customer (and Us) These User Terms remain effective until the Customer's subscription for you expires or terminates, or your access to the Services has been terminated by the Customer or us. Please contact the Customer if you at any time or for any reason you wish to terminate your account, including due to a disagreement with any updates to these User Terms or our Privacy Policy.

## Limitation of liability

If we believe that there is a breach of the Contract or these User Terms or any of our other policies that can simply be remedied by the Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask the Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if the Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Authorised Users or any third parties.

IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER 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. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS.

OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED US DOLLARS (\$100) IN AGGREGATE.

THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

## Application of consumer law

The Services provide a workplace tool intended for use by businesses and organisations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply to your use of the Services. If however any consumer laws (e.g. in Australia, the Competition and Consumer Act 2010 (Cth)) do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to the Customer of pre-paid fees for your subscription covering the remainder of the term.



## Acceptable Use of the Services

Below is a list of acceptable and unacceptable conduct when using our Services.

### Do:

- comply with all User Terms;
- comply with all applicable laws and government regulations, including but not limited to all intellectual property, data, privacy and export control laws, and regulations promulgated by any government agencies, including but not limited to the US Securities and Exchange Commission, and any rules of any national and other securities exchanges;
- only upload and disseminate Customer Data to which the Customer owns all required rights under law and under contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements) and do so only in a manner consistent with applicable law;
- use commercially reasonable efforts to prevent unauthorised access to or use of the Services;
- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your account in connection with the Services;
- promptly notify us if you become aware of or reasonably suspect any illegal or unauthorised activity or a security breach involving your accounts or teams, including any loss, theft or unauthorised disclosure or use of a username, password or account; and
- comply in all respects with all applicable terms of the third-party applications, including any that the Customer elects to integrate with the Services that you access or subscribe to in connection with the Services.

### Do not:

- permit any third party that is not an Authorised User to access or use a username or password for the Services;
- share, transfer or otherwise provide access to an account designated for you to another person;
- use the Services to store or transmit any Customer Data that may infringe or misappropriate someone else's trademark, copyright or other intellectual property, or that may be tortious or unlawful;
- upload to or transmit from the Services any data, file, software or link that contains or redirects to a virus, Trojan horse, worm or other harmful component, or a technology that unlawfully accesses or downloads content or information stored within the Services or on our hardware or any third party hardware;
- attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate or disrupt the features, functionality, integrity or performance of the Services (including any mechanism used to restrict or control the functionality of the Services), any third-party use of the



Services or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law);

- attempt to gain unauthorised access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions or graphics of the Services;
- use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
- engage in activity that incites or encourages violence or hatred against individuals or groups;
- impersonate any person or entity including but not limited to an employee of ours, an “Administrator”, an “Owner” or any other Authorised User, or falsely state or otherwise misrepresent your affiliation with a person, organisation or entity;
- use the Services to provide material support or resources (or to conceal or disguise the nature, location, source or ownership of material support or resources) to any organisation(s) designated by the United States government as a foreign terrorist organisation pursuant to section 219 of the US Immigration and Nationality Act or other laws and regulations concerning national security, defence or terrorism;
- access, search or create accounts for the Services by any means other than our publicly supported interfaces (e.g. “scraping” or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- place any advertisements within a client or ours;
- send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
- abuse referrals or special offers to get more credit than deserved;
- sublicense, resell, time-share or similarly exploit the Services;
- use the Services for consumer purposes, since the Services are intended for use by businesses and organisations;
- access or use the Services on behalf of, or for the benefit of, any patent assertion entity (as defined in the Customer-Specific Supplement);
- use contact or other user information obtained from the Services (including email addresses) to contact Authorised Users outside of the Services without their express permission or

authority, or to create or distribute mailing lists or other collections of contact or user profile information for Authorised Users for use outside of the Services; or

- authorise, permit, enable, induce or encourage any third party to do any of the above.

If we believe any breach of this authorized use section is deliberate, repeated or presents a credible risk of harm to other users, our customers, the Services or any third parties, we may suspend or terminate your access to the Services.



## Feedback is Welcome

The more suggestions our users make, the better the Services become. If a you send us any feedback or suggestions regarding the Services, (“Feedback”), there is a chance we will use it, so you grants us an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such Feedback for any purpose without any obligation or compensation to you or other Authorised Users. If we choose not to implement the Feedback, please don’t take it personally. We appreciate it nonetheless.

## General provisions

### Email and Service messages

Except as otherwise set forth herein, all notices under the User Terms will be given by email, although we may instead choose to provide notice to Authorised Users through the Services (e.g. a Lets Flo bot notification). Notices to us should be sent to [hello@letsflo.co](mailto:hello@letsflo.co), except for legal notices, which must be sent to [legal@letsflo.co](mailto:legal@letsflo.co). A notice will be deemed to have been duly given: (a) the day after it is sent, in the case of a notice sent by email; and (b) the same day, in the case of a notice sent through the Services. Notices to be given by Customers under the Contract will be delivered solely to the Customer in accordance with the provisions of the Customer Terms.

### Privacy Policy

Please review our Privacy Policy 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.

### Modifications

As our business evolves, we may change these User Terms or the Privacy Policy. If we make a material change to the User Terms or the Privacy Policy, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services.

You can review the most current version of the User Terms at any time by visiting this page, and by visiting the most current of the Privacy Policy. Any material revisions to these User Terms or our Privacy Policy will become effective on the date set forth in our notice and all other changes will become effective on the date we publish the change. If you access or use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms.

### Waiver

No failure or delay by either party in exercising any right under the User Terms will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorised representative of the party being deemed to have granted the waiver.



## Severability

The User Terms will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms 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 User Terms will remain in effect.

## Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of our assets.

## Governing law, venue, fees

These User Terms and any disputes arising out of or related hereto, will be governed exclusively by the same law applicable to the Contract, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue of the Contract will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the User Terms their formation, interpretation or enforcement.

Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and legal fees.

## Entire agreement

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will prevail, followed by the provisions of these User Terms, then followed by the Privacy Policy. The Customer will be responsible for notifying Authorised Users of any conflicts or inconsistencies.



## Contacting Us

Please also feel free to contact us if you have any questions about these User Terms. You may contact us at [hello@letsflo.co](mailto:hello@letsflo.co) or via our postal address below:

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