

# Terms of Service (2024)

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## Definitions

**“Affiliate”** means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

**“Additional Seat Blocks”** means, the increments that any additional Seats must be purchased in during the Minimum Term, this will specified in the Order Form.

**“Account Information”** means information about your Zelt account and information that you and your Users provide to Zelt in connection with (1) the creation or administration of your Zelt account; or (2) Zelt’s maintenance of your account or the Services. For example, Account Information includes names, usernames, passwords, phone numbers, email addresses, metadata, support communications, billing information, and usage information associated with your Zelt account.

**“Active User”** means any individual authorised to access the Services by the Customer. Each User must use a unique identity to access and use the Services and may access the Services only to the extent accessed by Customer. Active Users are considered as such after they have been invited and successfully set a password for their account until their access has been deactivated by the Customer.

**“Confidential Information”** means information that either party (“Discloser”) discloses to the other party (“Recipient”) under the Agreement and that is conspicuously marked, or orally, and if applicable, visually stated as confidential or would normally be considered confidential information by a reasonable party under the circumstances. “Confidential Information” does not include information that the Recipient can document: (1) is independently developed by Recipient; (2) is rightfully given to Recipient by a third party without confidentiality obligations; or (3) becomes public through no fault of Recipient. Zelt’s Confidential Information includes non-public information regarding features, functionality, performance, and pricing of the Services, the Documentation, and other Zelt products or services.

**“Customer”** means the Company or organisation that has entered into the Agreement with Zelt.

**“Customer Data”** means all data stored by or on behalf of the Customer or at the Customer’s direction in the Services.

**“Data Protection Addendum (DPA)”** This is intended to govern Customer’s provision and Zelt’s Processing of Customer Personal Data pursuant to the Agreement. This can be found [here](#).

**“Deliverables”** Any system improvements specified in the Order Form that Zelt agrees to deliver by the given date.

**“Documentation”** means Zelt-provided user documentation relating to the Services, as may be found within the Zelt app and updated by Zelt occasionally. Documentation does not include content published in user or community forums.

**“Force Majeure Event”** means any circumstances beyond Zelt’s reasonable control, including, but not limited to, an act of God, an act of government, flood, fire, earthquake, civil unrest, an act of terror, strike or other labour problem (other than one involving Zelt’s employees), Internet service provider failure or delay, Non-Zelt Application failure, or acts undertaken by third parties, including without limitation, any denial of service attack or third party domain name system event.

**“Intellectual Property Rights”** means all patent rights (including utility models), copyrights, moral rights, trademark and service mark rights, trade secret rights, and any other similar proprietary or intellectual property rights (registered or unregistered) throughout the world, together with all applications for any of the foregoing.

**“Implementation Fee”** A fee payable to Zelt by the Customer for any implementation services provided. Any Implementation Fee will be specified in the Order Form

**“Invoice Schedule”** The intervals during the Subscription Term that the Customer is charged the Subscription Fees. Unless otherwise stated in the Order Form this will be monthly.

**“Minimum Subscription Term”** If applicable, the minimum amount of time(months) the Customer commits to subscribing to a given Subscription Plan at the Subscription Fee and the number of Active Users stated in the Order Form. Any Minimum Subscription Term will be referenced in the Order Form and may be interchanged with the word Frequency.

**“Non-Zelt Service(s)”** means any third-party service, connection, data, template, software, application, or integration that interoperates with the Service provided or made available by Customer or a third party.

**“Organisation Email”** means an email address provisioned by the Customer.

**“Order Date”** is the date that you sign up for any Service online or sign an Order Form. Subscription Fees will be start to be charged from this date.

**“Order Form”** means any ordering documentation or online sign-up or subscription pages, regardless of form, agreed to between the parties, such as the one found at [go.zelt.app/settings/billing](https://go.zelt.app/settings/billing) within the Zelt billing section, which sets forth the Services accessed by the Customer and any relevant pricing. Multiple Order Forms may be entered into under the Agreement.

**“Price Per Active Seat”** means the price per Seat per month for the relevant Subscription Plan as specified in the Order Form.

**“Seats”** Zelt bills on a per-Seat basis, with each Active User requiring a Seat. The number of Seats that will be charged in your Subscription Fees will be specified in the Order Form.

**“Services”** means Zelt’s online software-as-a-service platform and services, together with all related mobile and desktop applications. “Services” exclude Non-Zelt Services.

**“Subscription Fees”** means all fees associated with your Subscription.

**“Subscription Fee Lock”** If applicable, the time period that the Subscription Fee will be fixed at for the respective Subscription Plan. Any Subscription Fee Lock will be referenced in the Order Form.

**“Subscription Plan”** means the applicable subscription level of packaged functionality and services and limitations as detailed [here](#) and in the applicable Documentation.

**“Subscription Start Date”** means the date that the Subscription Term begins. Unless specified in the Order Form, this will be the same date as the Order Date.

**“Subscription Term”** means the period you are subscribed to a Service.

**“Usage Data”** means information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including information concerning Customer’s and Users’ use of the various features and functionality of the Services and analytics and statistical data derived from there).

## 1. Subject Matter

We are excited you have chosen Zelt as your people platform. Zelt aims to simplify employee operations and unify employee data and functions into a single system so you can automate people processes across HR, payroll & IT.

The Agreement sets forth the terms and conditions between Customer (as defined above) and Zelt Technology Limited (12881631). (“Zelt,” “we,” “our,” or “us”) which govern the Customer’s and its Affiliates’ access and use of Zelt’s Services. Zelt and the Customer may individually be referred to as a “party” and collectively “the parties.” the Agreement is effective as of the date that you sign up for any Service online or sign an Order Form that references the Agreement. The Agreement runs indefinitely unless terminated following the termination procedure in section 9. To avoid doubt, this Subscription Agreement does not cover the rental of devices, which is covered in a separate agreement.

By accepting this Master Subscription Agreement (“Agreement”), either by clicking a box indicating your acceptance, executing an Order Form or other document that references the Agreement, by using (or making any payment for) the Services, or by otherwise indicating your acceptance of the Agreement, you: (1) agree to the Agreement on behalf of the Customer indicated on the Order Form (if applicable) or the organisation, business, or other legal entity for which you act (“Customer,” “you,” or “your”); and (2) represent and warrant that you have the authority to bind Customer to the Agreement. If you do not have such authority, or if you disagree with the Agreement, you must not accept the Agreement and may not use the Services.

## 2. Rights to use

**2.1 Use Restrictions.** Except as expressly permitted in the Agreement, Customer will not, and will not permit or authorize third parties to: (1) license, sub-license, sell, transfer, distribute, share, rent, lease, or otherwise permit third parties to use the Services; (2) use the Services in a way that would violate the Agreement; (3) circumvent or disable any security or other technological features of the Services; (4) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms related to the Services (except to the extent this restriction is prohibited by applicable law); (5) use the Services in a manner that violates or attempts to circumvent applicable law; (6) use the Services in a manner that infringes any third parties' Intellectual Property Rights; (7) upload or introduce to, or use the Services to distribute, any viruses or other malicious code, or to transmit large amounts of data in a way that would be expected to have a detrimental effect on the Services; (8) perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by Zelt's other customers; (9) access or use the Services to develop or sell a competing product or service; (10) access or use the Services for purposes that are competitive with Zelt; (11) access or use the Services in any manner that temporarily and superficially reduces the number of Users in order to circumvent Subscription or Subscription Plan limitations; or (12) use the Services, including to store or transmit Customer Data, in a manner that violates [Zelt's Privacy Policy](#). When you use the Service, you agree that you are responsible for ensuring that your use complies with all applicable laws and any policies you maintain, including those involving Customer Data and privacy.

**2.2 Authorised Users; Accounts; Customer Responsibilities.** the Customer is responsible for all actions and inactions by its Users or any third party that Customer or a User permits to access or use the Services as if such action or inaction were an action or inaction of Customer. Customer is responsible for maintaining control over Customer's account, including the confidentiality of any login credentials, and for all activities on or through Customer's account and its Users' accounts. the Customer acknowledges that it is solely responsible for maintaining its configurations of the Service, controlled within the company settings section of Zelt. The Customer is also solely responsible for adding or removing its Users and their data from the Zelt platform.

## 3. Commercial Overview – Rolling Subscriptions

**3.1 Term of Agreement.** the Agreement shall begin on the Order Date and shall continue for so long as the Customer maintains a Subscription Plan to the Services or the Agreement is otherwise terminated.

**3.2 Subscription Fees.** Zelt operates a modular subscription structure, referred to as Subscription Plans. The applicable Subscription Fees shall be as specified in the Order Form and based on Zelt's live pricing structure at the time (found [here](#)). Zelt, at its sole discretion, has the right to apply and remove discounts to any Subscription Plan. If a discount is applied, the discount amount and duration will be visible to the Customer in the billing section of the Zelt platform. Only discounts visible here will be applied to the Customer's Subscription Fees. Subscription Fees are due and payable from the Order Date. Except in the case of a material breach of the Agreement by Zelt, all Subscription Fees are non-refundable. The Customer's use of the Services is subject to the feature rights and limitations within the applicable Subscription Plans highlighted [here](#).

The Core Subscription Plan is subject to a minimum number of Seats as well as feature limitations. You acknowledge and agree that if you wish to use additional features you will be required to upgrade your Subscription Plan.

Subscription Fees are calculated based on Seats, with each Active User requiring a Seat. Active Users are considered as such after they have been invited and successfully set a password for their account until their access has been deactivated by the Customer.

Zelt, at its sole discretion, reserves the right to change the price of any Subscription Plan, minimum Seat requirements of any Subscription Plan, feature rights and limitations of any Subscription Plan. If Zelt changes the price or feature rights of a Subscription Plan and it results in the Customer's Subscription Fees increasing or feature rights decreasing, Zelt will communicate this to the Customer with a notice of at least four weeks to the end of the calendar month. If the Customer wishes to downgrade the applicable Subscription Plan or terminate the agreement because of the pricing change, they can inform Zelt of this (via [hello@zelt.app](mailto:hello@zelt.app)) within this notice period and are eligible to remain on the unchanged price for an additional 3 months. If the Customer does not downgrade their Subscription Plan or terminate the Agreement within this notice period, any changes will be automatically applied to their Subscription Plan.

**3.3 Invoicing and Payment.** On the Order Date, the Customer will pay the pro-rata amount of the Subscription Fee between the Order Date and the 1st of the following month. A payment card is mandatory before the Customer can purchase a paid Subscription Plan. Zelt will invoice the Customer on the 1st of each month, and payment is taken via the payment card on the Customer's Zelt account. The Customer can update their payment

card at any point within the billing section of Zelt. Zelt reserves the right to change the date without notice at which it collects payment from the Customer. Zelt will provide a VAT invoice to the Customer, which will be emailed to the email address specified within the billing section and stored in Zelt for the Customer's record. Zelt reserves the right to change the billing method used to charge the Customer. Any changes will be communicated to the Customer ahead of time.

**3.4 Overdue Payments.** In the case of a non-payment or delinquent payment of any Subscription Fees, which is overdue by 45 days or more, Zelt may, at its sole discretion: (i) suspend Customer access to the Services; (ii) terminate the Agreement or relevant Subscription Plan (iii) continue to provide the Services, for a period solely determined by Zelt, in anticipation of full and prompt payment by Customer.

**3.5 Taxes.** You are responsible for paying all other taxes assessed with your Subscription. Unless otherwise stated, all prices exclude taxes, fees, duties or different amounts. We will invoice you for such taxes if we believe we have a legal obligation to do so unless you present an exemption certificate acceptable to the taxing authorities.

**3.6 Downgrades.** You may downgrade any of your Subscription Plans or reduce the number of Active Users at any point during your subscription. If you wish to downgrade your subscription, you should do so within the billing section of Zelt. Any downgrades will take effect from the subsequent month's billing. If you wish to reduce the number of Active Users, you should do so by deactivating the user within the people directory of Zelt. If the Customer is on a Subscription Plan with a minimum number of Seats, reducing the number of Active Users below the minimum will not result in a decrease in the Subscription Fee. Any reduction in the total Subscription Fee due to the decrease in the number of Active Users will take effect from the subsequent month's billing. To avoid doubt, if the Customer downgrades or removes Active Users part way through the month, they will not be entitled to any pro-rata refund of their Subscription Fee. Downgrading your Subscription Plan or removing Active Users may cause loss of data, features, or capacity of the Service, and Zelt is not responsible for such loss.

**3.7 Effect of Termination.** Termination of the Agreement will automatically terminate all active Order Forms, but termination of a single Subscription Plan will not result in termination of the Agreement or any other Order Forms. Upon the termination of the Agreement, or a Subscription Plan, all rights and licenses granted by Zelt to Customer under the Agreement or the applicable Subscription Plan will terminate. Either party's termination of the Agreement is without prejudice to any other remedies it may have at law or in equity and does not relieve either party of liability for breaches occurring before the effective termination date. Neither party will be liable to the other for damages arising solely from terminating the Agreement in accordance with these terms.

**3.8 Termination.** the Agreement may be terminated by notice if:

- (i) the other party breaches any material term of the Agreement and fails to remedy the breach within thirty (30) days after being given notice thereof or
- (ii) the other party ceases to function as a going concern or to conduct operations in the ordinary course of business, or
- (iii) the other party has a petition filed by or against it under any bankruptcy or insolvency laws which the petition has not been dismissed or set aside within sixty (60) days of filing, or
- (iv) the Customer wishes to terminate the Agreement or any Subscription Plan because of a change in the Subscription Plan's price, user restrictions or feature access and limitations, subject to 3.6, or
- (v) the Customer wishes to terminate the Agreement or any Subscription Plan because of an amendment to the Agreement, subject to 9.11. Termination is not an exclusive remedy for breach of the Agreement by either party, or
- (vi) the Customer is not subscribed to any paid Subscription Plans, or
- (vii) the Customer has not used any Services in the last 30 days then Zelt reserves the right to terminate the Agreement.

Unless otherwise specified in the Agreement, all other remedies will be available to the non-breaching party whether the non-breaching party terminates the Agreement for breach by the other party.

**3.9 Post-Termination Obligations; Customer Data Retrieval.** Upon any termination of the Agreement, Zelt will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days. After such period, Zelt may delete all Customer Data and Zelt will have no obligation to Customer to continue storing such Customer Data. If Customer terminates the Agreement for Zelt's uncured material breach, Zelt will issue the Customer a pro-rata refund of Subscription Fees for Services not provided. If the Agreement is terminated for any other reason, within ten (10) days after such termination, Customer will pay Zelt all remaining Subscription Fees owed through the end of the Subscription Term under any terminated Subscription Plans.

### **3. Commercial Overview – Minimum Term Subscriptions**

**3.1 Term of Agreement.** the Agreement shall begin on the Order Date and shall continue for so long as the Customer maintains a Subscription Plan to the Services, or the Agreement is otherwise terminated under the

terms herein. If the Customer's Subscription Plan has a Minimum Term, it will be specified in the Order Form. The Minimum Term will commence from the Subscription Start Date. If the Customer has a Minimum Term, they can't terminate the Agreement earlier than this unless for reasons set out in section 3.10.

Unless any new Order Form states otherwise, after the Minimum Term has concluded, the Agreement will automatically renew for the same term length. Subscription Fees will be based on Zelt's live pricing at the time (inclusive of Zelt's annual discount), which can be found [here](#). Seats will be calculated based on the number of Active Users at the point of renewal. If the Customer wants to Terminate the Agreement after the Minimum Term, they can do so in line with section 3.10

**3.2 Subscription Fees.** Zelt operates a modular subscription structure, referred to as Subscription Plans. The applicable Subscription Fees shall be as specified in the Order Form and based on Zelt's live pricing structure at the time (found [here](#)) unless specified in the Order Form.

Subscription Fees are calculated based on Seats, with each Active User requiring a Seat. Active Users are considered as such after they have been invited and successfully set a password for their account until their access has been deactivated by the Customer.

The number of Seats that the Customer is purchasing access for will be specified in the Order Form and will be the minimum number billed each Invoice Cycle. If during the Minimum Term, the Customer wishes to add more Seats, they can do so by emailing [support@zelt.app](mailto:support@zelt.app). These additional Seats must be purchased in Additional Seat Blocks, for the remainder of the Invoice Cycle. The additional Seats will be priced at the original Price Per Seat specified in the Order Form. Zelt aims to respond to the Customer's request to add Additional Seats within 2 working days at which point an invoice will be issued to the Customer (payable within 30 days) for the pro-rata amount remaining in the current Invoice Cycle. Once purchased, the Customer is not entitled to downgrade or receive a refund for the Additional Seats purchased for the remainder of that Invoice Cycle as specified in 3.8. For the avoidance of doubt, Zelt reserves the right to restrict services for any additional Active Users that the Customer has not paid for. Equally, Zelt reserves the right to issue an invoice for any Active Users that do not have a Seat.

Unless otherwise stated in the Order Form, the Subscription Fees are subject to a Subscription Fee Lock for the duration of the Minimum Term.

Subscription Fees for the first year are due and payable on Order Date, subject to 30-day payment terms. Subscription Fees for subsequent years are due and payable as per the Invoice Schedule outlined in the Order Form.

Except in the case of a material breach of the Agreement by Zelt, or for reasons set out in 3.10, Subscription Fees are non-refundable. The Customer's use of the Services is subject to the feature rights and limitations within the applicable Subscription Plans highlighted [here](#) at the time of placing the Order Form and any Deliverables defined in the Order Form.

The Core Subscription Plan is subject to a minimum number of Seats as well as feature limitations. You acknowledge and agree that if you wish to use additional features you will be required to upgrade your Subscription Plan.

**3.3 Invoicing and Payment.** On the Order Date, Zelt will issue a VAT invoice for the first-year total. Subsequent invoices will be issued in line with the Invoice Schedule referenced in the Order Form. All invoices are payable within 30 days to the bank account specified on the respective invoice.

**3.4 Overdue Payments.** In the case of a non-payment or delinquent payment of any Subscription Fees, which is overdue by 45 days or more, Zelt may, at its sole discretion: (i) suspend Customer access to the Services; (ii) terminate the Agreement or relevant Subscription Plan (iii) continue to provide the Services, for a period solely determined by Zelt, in anticipation of full and prompt payment by Customer.

**3.5 Taxes.** You are responsible for paying all other taxes assessed with your Subscription. Unless otherwise stated, all prices exclude taxes, fees, duties or different amounts. We will invoice you for such Taxes if we believe we have a legal obligation to do so unless you present an exemption certificate acceptable to the taxing authorities.

**3.6 Deliverables.** Any system improvements agreed upon between the Customer and Zelt will be specified in the annex of the Order Form. All Deliverables will have a delivery date. Any changes to Deliverables once the Order Form has been signed need to be agreed in writing by both parties.

**3.7 Implementation Fees.** If there are any Implementation Fees they will be specified in the Order Form. Zelt reserves the right to delay any Deliverables indefinitely until any Implementation Fees have been paid in full. Zelt can't guarantee delivery dates of any Deliverables if Implementation Fees have not been paid on time.



**3.8 Downgrades.** The Customer can't downgrade their Subscription Plan or reduce the number of Seats at any point during the Minimum Term.

**3.9 Effect of Termination.** Termination of the Agreement will automatically terminate all active Order Forms, but termination of a single Subscription Plan will not result in termination of the Agreement or any other Order Forms. Upon the termination of the Agreement, or a Subscription Plan, all rights and licenses granted by Zelt to Customer under the Agreement or the applicable Subscription Plan will terminate. Either party's termination of the Agreement is without prejudice to any other remedies it may have at law or in equity and does not relieve either party of liability for breaches occurring before the effective termination date. Neither party will be liable to the other for damages arising solely from terminating the Agreement in accordance with its terms.

**3.10 Termination.** the Agreement may be terminated by notice if:

- (viii) the other party breaches any material term of the Agreement and fails to remedy the breach within thirty (30) days after being given notice thereof or
- (ix) the other party ceases to function as a going concern or to conduct operations in the ordinary course of business, or
- (x) the other party has a petition filed by or against it under any bankruptcy or insolvency laws which the petition has not been dismissed or set aside within sixty (60) days of filing, or
- (xi) the Customer wishes to terminate the Agreement or any Subscription Plan because of a change in the Subscription Plan's price, user restrictions or feature access and limitations, subject to 3.2, or
- (xii) the Customer wishes to terminate the Agreement or any Subscription Plan because of an amendment to the Agreement, subject to 9.11. Termination is not an exclusive remedy for breach of the Agreement by either party, or
- (xiii) the Customer wishes to terminate the Agreement after the end of the Minimum Term. In this case, notice is required thirty (30) days prior to the end of the Minimum Term.
- (xiv) the Customer has not used any Services in the last 30 days then Zelt reserves the right to terminate the Agreement, or
- (xv) If a cooling-off period is specified in the Order Form, the Customer has the right to terminate the Agreement during this period, without the need to provide a specific reason. If the Customer terminates during the Cooling Off Period, Zelt will refund any Subscription Fees paid up to that point, within 30 working days of termination of the Agreement by the Customer, or
- (xvi) The Customer can terminate the Agreement if Zelt fails to deliver any Deliverables by the agreed-upon delivery date (subject to 3.6), and if a new delivery date mutually accepted by both parties has not been agreed upon within thirty (30) days of the original date, or

Unless otherwise specified in the Agreement, all other remedies will be available to the non-breaching party whether the non-breaching party terminates the Agreement for breach by the other party, or

**3.11 Post-Termination Obligations; Customer Data Retrieval.** Upon any termination of the Agreement, Zelt will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days. After such period, Zelt may delete all Customer Data and Zelt will have no obligation to Customer to continue storing such Customer Data. If the Customer terminates the Agreement for Zelt's uncured material breach, Zelt will issue the Customer a pro-rata refund of Subscription Fees for Services not provided. If the Agreement is terminated for any other reason, within ten (10) days after such termination, the Customer will pay Zelt all remaining Subscription Fees owed through the end of the Subscription Term under any terminated Subscription Plans.

## **4. Intellectual Property**

**4.1 Customer Data.** Customers own the Customer Data, including all Intellectual Property Rights therein. No ownership rights in the Customer Data are transferred to Zelt by the Agreement. Customer hereby grants Zelt a worldwide, non-exclusive, irrevocable, royalty-free, fully-paid, sublicensable (to Zelt third-party service providers) license to host, store, transfer, display, perform, reproduce, modify, create derivative works of, and distribute Customer Data in connection with its provision of the Services to Customer. During the Subscription Term, the Customer may export Customer Data from the Services using Zelt's self-service export functionality.

**4.2 Ownership by Zelt.** Zelt and its licensors retain all rights, titles, interests and ownership of the Services, software, API, Usage Data, Zelt websites, and all deliverables created by Zelt and delivered to Customer, including all Intellectual Property Rights therein (the "Zelt IP"). No ownership rights in the Zelt IP are transferred to the Customer by the Agreement. the Customer has no rights in or to the Zelt IP except for the limited express rights granted in the Agreement.

**4.3 Feedback.** If You provide Zelt feedback, comments, or suggestions concerning the Services (collectively, "Feedback"), Customer hereby assigns to Zelt all rights, titles, and interests in and to the Feedback provided by

the Customer or Authorised User. Zelt is free to use, modify and incorporate into its Services the Feedback without payment, attribution, restriction or prior approval.

**4.4 Usage Data.** Zelt may (i) collect, analyse and otherwise process Usage Data internally for its business purposes, including for security and analytics, to improve and enhance the Services, or for other development, diagnostic and corrective purposes in connection with the Services or other Zelt products or services, and (ii) disclose Usage Data only in an aggregated and/or de-identified form in connection with its business in a manner that does not identify Customer or any of its Users.

**4.5 Customer Indemnification.** Zelt shall indemnify, defend and hold harmless the Customer against all damages, losses, costs, awards, and expenses (including all reasonable legal fees) and other liabilities of any kind, howsoever arising, resulting from any infringement or alleged infringement or misappropriation of any third party's Intellectual Property Rights as a result of the use of the Services. the Customer agrees that: (i) it shall promptly, upon becoming aware of any such claim, notify Zelt and provide Zelt with all reasonable assistance in connection with the defence of any such claim, (ii) it shall not make any admission as to liability or compromise or agree to any settlement of any such claim without the prior written consent of Zelt; and (iii) it grants Zelt the right to have sole control over the conduct of, or settlement of, all negotiations and litigation arising from any such claim. In case of a claim for infringement of third-party rights, Zelt shall – without any claim to additional fees – either (i) update the Services to render them non-infringing or (ii) procure for Customer a license from the third party to enable Customer to use and exploit the Services as set out herein.

**4.6. Zelt Indemnification.** Customer shall indemnify, defend and hold harmless Zelt against all damages, losses, costs, awards, and expenses (including all reasonable legal fees) and other liabilities of any kind, howsoever arising, resulting from any infringement or alleged infringement or misappropriation of any third party's Intellectual Property Rights due to material uploaded by Customer, its affiliates, or Customer's and its affiliates' employees into the Software. Zelt agrees that: (i) it shall promptly, upon becoming aware of any such claim, notify Customer and provide Customer with all reasonable assistance in connection with the defence of any such claim, (ii) it shall not make any admission as to liability or compromise or agree to any settlement of any such claim without the prior written consent of Customer; and (iii) it grants Customer the right to have sole control over the conduct of, or settlement of, all negotiations and litigation arising from any such claim. The same applies if any such material is defamatory or offensive, untrue, racially offensive or an incitement to racial hatred or otherwise in breach of an individual's right to privacy or human rights or actionable in law in any jurisdiction. Zelt reserves the right to remove any such infringing material.

**4.7 Marketing:** The Customer acknowledges that the terms in this Agreement have been offered on the basis that Zelt may refer to the Customer on its website and in general marketing materials to a reasonable extent. The Customer agrees that Zelt can use the Customer's logo, feedback and quotes for general marketing purposes without prior consent.

## **5. Warranties**

**5.1 Mutual Warranties.** Each party represents and warrants to the other that (i) the Agreement has been duly executed and delivered and constitutes a binding agreement enforceable against the executing party in accordance with its terms; (ii) no authorisation or approval from any third party is required in connection with the execution, delivery, or performance of the Agreement by the executing party; and (iv) the execution, delivery, and performance of the Agreement by the executing party does not violate the terms of any other agreement to which it is a party or by which it is otherwise bound.

**5.2 Customer Warranties.** Customer represents and warrants to Zelt that: (i) Customer has the necessary and appropriate rights and consents to validly authorise and permit Zelt to use and otherwise process the Customer Data in accordance with the Agreement, and such use by Zelt of Customer Data does not and will not infringe or violate any third-party right, including any Intellectual Property Right or privacy right; and (2) Customer will use the Services in compliance with the Documentation and applicable law.

**5.3 Disclaimer.** Except for the limited warranties described in this Section 5 (Warranties), Zelt makes no other express or implied warranties concerning the Services or Documentation, or otherwise, and expressly disclaims all implied and statutory warranties, including the implied warranties of non-infringement of third-party rights, merchantability, satisfactory quality, accuracy, title, and fitness for a particular purpose, and any warranties arising from a course of dealing usage, or trade practice. Except for the limited warranties described in this Section 5, the Services and Documentation are provided "as is." Zelt does not warrant that the Services or Documentation will satisfy Customer's requirements, are without defect or error, or that the operation of the Services will be uninterrupted or secure.

## **6. Confidentiality**

6.1 Each party as Recipient will take reasonable precautions to protect Discloser's Confidential Information and will not use (except as expressly permitted in the Agreement) or divulge to any third party any Confidential Information. Notwithstanding any provision of the Agreement, Recipient may disclose Discloser's Confidential Information, in whole or in part (i) to its employees, officers, directors, consultants and professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives) who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations, or, in the case of professional advisors, are bound by ethical duties, to keep such Confidential Information confidential consistent with the terms of the Agreement; and (ii) as required by law, in which case, to the extent permitted by applicable law, Recipient will (A) provide Discloser with prior written notification thereof, (B) provide Discloser with the opportunity to contest such disclosure, and (C) use its reasonable efforts to minimise such disclosure. The recipient is responsible and liable for its employees' and representatives' compliance with this Section 6 as if their actions or inactions were an action or inaction of the Recipient. The foregoing will not apply with respect to any Confidential Information seven years after the disclosure thereof (or, with respect to trade secrets, once such Confidential Information no longer constitutes a trade secret under applicable law).

## 7. Privacy and Security

7.1 **Security.** Zelt will maintain appropriate administrative, physical, and technical safeguards for the protection, confidentiality and integrity of Customer Data in accordance with Our ISO 27001 certification.

7.2 **Data Processing:** We process data in accordance with our DPA (Data Processing Agreement)

## 8. Limitation of Liability

8.1 **Exclusion of Damages.** Neither Zelt nor its suppliers, officers, affiliates, representatives, contractors, or employees will be liable to the Customer for any consequential, incidental, special, or exemplary damages arising out of or related to the Agreement, including lost profits, loss of business, or loss of data, even if Zelt is apprised of the likelihood of such damages occurring.

8.2 **Damages Cap.** Zelt's total liability of all kinds arising out of or related to the Agreement (including warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, will not exceed the subscription fees paid by the Customer to Zelt during the twelve (12) months immediately preceding the events giving rise to the claim. multiple claims will not enlarge this limit.

8.3 **Basis of the bargain.** each provision of the Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of the Agreement between the parties. this allocation is reflected in the pricing offered by Zelt to the Customer and is an essential element of the basis of the bargain between the parties. each of these provisions is severable and independent of all other Agreement provisions. the limitations in this section 8 (limitations of liability) will apply notwithstanding the failure of the essential purpose of any limited remedy in the Agreement.

8.4 **Applicability.** Some jurisdictions do not allow the exclusion or limitation of damages. This Section 8 (Limitations of Liability) will apply to Customer solely to the extent not prohibited by applicable law.

## 9 General

9.1 **Waiver.** The waiver by either party of a breach or default of any of the provisions of the Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

9.2 **Notices.** All notices must be in the English language and sent to hello@zelt.app. Notice to Customers shall be provided to the email address you provide when registering your Zelt account. Despite any of the foregoing, notices of updates to license terms, terms of use, privacy terms, or other terms related to the Zelt website and any product or service accessed via Zelt's website may be delivered by Zelt posting such updates on its website, through in-product message or via email.

9.3 **Invalidity and Severability.** If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement, and all provisions not affected by such invalidity, or unenforceability shall remain in full force and effect.



**9.4 Assignment.** The customer may not assign the Agreement without Zelt's prior written consent, and any attempt to do so is void. Notwithstanding the foregoing, either party may assign the Agreement to an Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets to which the Agreement relates, provided that, in Customer's case, Customer will be required to complete Zelt' assignment process. the Agreement is binding upon, and inures to the benefit of the parties permitted successors and assigns.

**9.5 Headings.** Headings to paragraphs or sections in the Agreement are for information and identification only and shall not be construed as forming part of the Agreement.

**9.6 Governing Law; Venue.** the Agreement shall be governed by and construed in accordance with English law. The sole venue for all disputes relating to the Agreement shall be England & Wales.

**9.7 Attorneys' Fees.** If any legal action or other proceeding is brought to enforce the Agreement's provisions, the prevailing party shall be entitled to recover reasonable attorney fees and additional costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

**9.8 Injunctive Relief.** If either party breaches Sections 2 (Use of the Services) or 6 (Confidentiality), the other party may suffer irreparable harm, and monetary damages may be inadequate to compensate the non-breaching party. Accordingly, either party may, in addition to any other remedies available, seek injunctive or equitable relief in response to any such breach.

**9.9 Independent Contractors.** The parties agree that each is an independent contractor, and neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

**9.10 Counterparts.** the Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together will constitute the same instrument.

**9.11 Amendments.** We may amend the Agreement, including any supplementary terms, occasionally. Zelt will communicate any amendments to the Customer with a notice of at least four weeks to the end of the calendar month. If the Customer wishes to downgrade any Subscription Plans or terminate the Agreement because of the amendment, they can inform Zelt of this (via [hello@zelt.app](mailto:hello@zelt.app)) within this notice period. Any Customer with a Minimum Subscription Term (specified in the Order Form) will be eligible for a refund of any unused Subscription Fees within 30 days of the termination taking effect. The Customer is eligible to remain on the unchanged Agreement for an additional 3 months. If the Customer does not downgrade their Subscription Plans or terminate the Agreement within this notice period, the new Agreement will come into effect and will supersede prior versions.

**9.12 Survival.** All associated definitions and all accrued rights to payment shall survive after the termination or expiration of the Agreement. The Agreement, including all attachments, schedules, and exhibits, constitutes the complete and exclusive understanding of the parties and supersedes all prior and contemporaneous sales proposals, negotiations and agreements, and all other representations or communications, whether oral or written, concerning the subject matter hereof. the Agreement shall apply in lieu of any terms and conditions in any vendor registration form or registration portal, purchase order or another order document that you provide, and all such terms are expressly rejected and shall not be considered an amendment to the Agreement.