

## TERMS OF USE

### 1. GENERAL

- 1.1. The **Supplier** provides a web- and application-based service for the management of business and travel expenses, (the "**Service**"). The Supplier has signed an agreement with you as a customer (the "**Customer**", "**you**") regarding the Customer's and its users right to use the Service. These Terms of Use are intended to govern the terms and conditions of the Customer and user's access to and use of the Service.
- 1.2. By creating an account in the Service and starting to use the Service, the User, as defined in 2.11 below, agrees to be bound by and to comply with the Terms of Use.
- 1.3. The Supplier has the right to, without prior notice, make amendments or additions to the Terms of Use. Unless otherwise stated, such amendments shall apply with immediate effect. Continued use of the Service after amendments are deemed as an acceptance of the amended Terms of Use.

### 2. DEFINITIONS

- 1.1. "**Applicable Data Protection Legislation**" means the data protection laws and regulations in force from time to time and which apply to the processing activities for the Service, including the General Data Protection Regulation, the UK GDPR and the UK Data Protection Act 2018.
- 1.2. The "**Customer**" refers to the legal entity that has entered into an agreement with the Supplier regarding the use of the Service provided by the Supplier and thus has liability for the Service and is the legal holder of the email address that the User uses when registering and to which the User is linked by an employment agreement, consultancy agreement, or similar relationship. The Customer shall not be considered as an Internet Service Provider (ISP) or similar provider, even though such a provider may hold the rights to the email address used by the User.
- 1.3. "**General Data Protection Regulation**" refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.
- 1.4. "**Personal Data**" refers to any information that relates to an identified or identifiable natural person, whereby an identifiable natural person is a person who can be directly or indirectly identified specifically by reference to an identifier such as a name, identification number, location information, or online identifier, or one or more factors specific to the natural person's physical, physiological, genetic, psychological, economic, cultural, or social identity.
- 1.5. "**Registration Information**" refers to the information regarding name and other details the Service requests of the User when registering or at a later date.
- 1.6. The "**Subscription Agreement**" refers to the agreement entered into by the Customer and the Supplier regarding rights and obligations regarding the Service.
- 1.7. The "**Supplier**" refers to the legal person (company or otherwise) that, in accordance with the Subscription Agreement, provides the Service to the Customer in accordance with the Subscription Agreement these Terms of Use.
- 1.8. The "**Supplier's Privacy Policy**" refers to the Supplier's prevailing policy regarding the processing of Personal Data.
- 1.9. The "**Terms of Use**" refers to these terms for the User's use of the Service.
- 1.10. "**UK GDPR**" means the General Data Protection Regulation, as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
- 1.11. The "**User**" means the natural person who, through their employment, consultancy agreement, or similar relationship with the Supplier or the Customer, has received an invitation to some sort of user account and thereby gained access to the Service.
- 1.12. "**User Account**" refers to the User's account linked to the Customer's Subscription Agreement.
- 1.13. The "**User's Data**" refers to all the information that the User stores or generates in the Services, for example, receipts, images, per diem allowances, and mileage logs that the User has published, provided, uploaded, or approved for storage and/or publication within the User's space in the Service.

### **3. USER ACCOUNT**

- 3.1. The User gains access to the Service by receiving an invitation to the Service via email. By using the invitation, the User creates a User Account. The User undertakes to provide the correct information regarding their name and other details as requested at registration or at a later date in the Service.

### **4. USE OF THE SERVICE**

- 3.1. The User is responsible for their access to and use of the Service and for the results that arise from using the Service.
- 3.2. The User is responsible for the accuracy of the information and details provided by the User, both when registering and using the Service. Should any information require updating to be current, the User undertakes to update such information in the Service immediately.
- 3.3. The User is responsible for ensuring that their username, password, and other login information are not accessed without authorization. Should the User become aware or suspect that such information has been accessed without authorization, the User shall immediately contact the Supplier.
- 3.4. The User undertakes to only use the Service and its User Account for its own expenses and reports.
- 3.5. Should the User consider that any content in the Service violates the Terms of Use, the User shall immediately report it to the Customer.
- 3.6. In the event that the User accepts these Terms of Use and creates a User Account with an email address belonging to the Customer, such User Account may at any time be subject to additional terms that result from the prevailing Subscription Agreement and these Terms of Use.
- 3.7. The User is aware of and accepts that the Supplier may take measures that may change the Service as provided to the User or impose access restrictions on the User's access to the Service. Examples of such measures include but are not limited to administrative measures taken by the Customer, instructions issued by the Customer to the Supplier, measures that may occur in the event of a reorganization, or the termination of an employment or consultancy relationship or similar relationship with the User.
- 3.8. Should the User's use of the Service result in any claims by third parties against the Supplier (and/or its licensor) and/or cause the Supplier (and/or its licensor) other damage, the User and the Customer are jointly and severally liable for indemnifying the Supplier (and/or its licensor) and shall hold the Supplier (and/or the licensor) harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) howsoever arising suffered or incurred by the Supplier (and, where appropriate, its licensor) in relation to such claims for compensation and other damage.

### **5. PERSONAL DATA**

- 4.1. In order for the User to use the Service, the User must provide certain Registration Information. When this Registration Information constitutes personal data ("**Personal Data**"), the Customer is the personal data controller for such Personal Data. The User is aware that the Supplier is the Customer's personal data processor with regard to the Personal Data in the Service.
- 4.2. Personal Data is processed in order to be able to administer the Service, manage expenses in relation to the User, and preserve accounting records. The legal basis for processing the Personal Data is specified in the Customer's Privacy Policy on <https://www.findity.com/legal-uk>. The Customer has entered into a personal data processing agreement with the Supplier, authorizing the Supplier to process personal data on behalf of the Customer.
- 4.3. The Service uses session cookies and permanent cookies for the purpose of gathering visitor statistics and facilitating for the User when logging in to the Service. A cookie is a small text file stored on the User's computer. Generally, cookies are used to improve the website for the User, for example, to customize a website in accordance with the User's wishes and choices. A permanent cookie is stored on the User's computer for a specified period of time. A session cookie is temporarily stored in the computer's memory while a visitor visits a website. Session cookies disappear when the User closes their browser. For further information see the Supplier's Cookie Policy on <https://www.findity.com/legal-uk>.
- 4.4. In the event the User does not accept the use of cookies, the User can change the settings in the User's browser so that cookies are not accepted. In the event Users do not accept cookies, the Service's functionality may be affected.

## **6. LINKS TO OTHER WEBSITES**

- 5.1. The Service may contain links to other websites or information services belonging to third parties. The Supplier and its licensor are not responsible for information content or information reliability regarding the information on websites or information services of such third parties.

## **7. RIGHTS**

- 6.1. The Supplier's licensor owns all rights, including intellectual property rights, in and relating to the Service, as well as the software and technical solutions contained therein. The Supplier has the right to sublicense the right to use the Service to the User.
- 6.2. The Supplier grants the User a non-perpetual, non-transferable, and non-exclusive right to use the Service in the manner set out in the Terms of Use and the Subscription Agreement.
- 6.3. The User may not use the Service's content to a greater extent than that which follows from the features of the Service or as expressly stated in these Terms of Use. In no circumstances does the provision or use of the Service mean that copyright or other intellectual property rights are transferred to the User. The User may not, beyond that which has been granted in writing by the Supplier, use, copy, modify, or otherwise handle material belonging to the Service, nor transfer or assign the right to such material to any third party.
- 6.4. The User's Data shall remain the property of the User and/or the legal owners of User's Data.
- 6.5. The User grants to the Supplier a right to store and use the User's Data (and allow others to do so on behalf of the Supplier for the provision of the Service). All such storage and use may only take place in the manner described in these Terms of Use.

## **8. THE USER'S DATA**

- 7.1. The User shall retain ownership of the User's Data. However, the Supplier has the right to use the User's Data in relation to the Service (including but not limited to statistical purposes and to improve and develop the Service).
- 7.2. At termination, the User is responsible for removing from the Service all of the User's Data, as may be needed by the User in the future. The Supplier stores the User's Data for a maximum of thirty (30) days after the User has deleted their User Account, after which the Supplier has the right to delete the User's remaining material from the Supplier's servers.

## **9. CONFIDENTIALITY**

- 8.1. Subject to clause 9.2, the Supplier shall not disclose to any third party or in any other way make available information that the Supplier has received from the User as part of or in relation to the Service. "**Third Party**" in this section shall not mean other users who have access to the Service through the same Subscription Agreement as the User unless such users' authorization and access to the Service are specifically restricted by the User or Customer administrator of the Service.
- 8.2. Subject to the provisions of this clause 9, the Supplier may disclose information to the minimum extent required by: (i) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction; and/or (ii) the laws or regulations of any country to which its affairs are subject, provided that to the extent permitted by law it gives the User advance notice of such disclosure.

## **10. DURATION OF SERVICE USE**

- 9.1. These Terms of Use shall enter into force at the time of the User's registration to the Service and shall remain binding on the User until the Customer's Subscription Agreement or the User Account has been terminated.
- 9.2. Upon termination of the Subscription Agreement, the Supplier shall not be responsible for content that has been created as part of or in relation to the current Subscription Agreement and/or the Service by the User. Accordingly, the User must ensure that they have the necessary backups, etc. of any content the User wishes to keep upon termination of the Subscription Agreement and/or Service.

## **11. CHANGE OF SERVICE AND TERMINATION**

- 10.1. The Supplier continuously develops the Service. The Supplier may add or remove features in the Service, add or create restrictions regarding the Service, and discontinue the provision of the Service at its absolute discretion.
- 10.2. The Supplier may terminate the User's User Account if the User uses the Service in breach of these Terms of Use.

**12. TRANSFERS, ETC.**

11.1. The User may not grant, assign, or otherwise transfer any of their rights or obligations under these Terms of Use.

**13. THIRD PARTY RIGHTS**

12.1. A person who is not a party to these Terms of Use shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use, except that the Supplier's licensor may enforce clause 4.8 of these Terms of Use.