

## LEAP – Terms of Use

**NOTICE: Please read these Terms of Use carefully. These Terms of Use govern your access and use of LEAP. By using LEAP, you agree to these Terms of Use. You may not use LEAP if you do not accept these Terms of Use.**

### 1. **These Terms of Use**

- 1.1. These Terms of Use are made and issued pursuant to an agreement between **FLOVATE SOLUTIONS LIMITED** a company registered in England and Wales under number 06765584 and having its registered office at Acre House, 11/15 William Road, London NW1 3ER and the **ORGANISATION** of which you are an employee, director or partner or with which you are otherwise associated and which has authorised you, as notified by the Organisation in writing to and agreed by us, to access and use LEAP, whether as an administrator user or as a read-only user.
- 1.2. Use of LEAP is subject to the most current version of the Terms of Use accessible within LEAP at the time of use.
- 1.3. We may amend these Terms of Use at any time by making changes to this page or, where in our opinion appropriate, by written notice to the Authorised User or the Organisation. The Authorised User's continued use of LEAP after changes are made or after receiving written notice will signify the assent of the Authorised User to the amended Terms of Use.

### 2. **Interpretation**

- 2.1. In these Terms of Use, except where the context requires otherwise:

“Agreement”	means the agreement between us and the Organisation for the provision of LEAP;
“Authorised User”, “You”	means you, the person who is authorised by the Organisation to access and use LEAP;
“Client Data”	means materials or data uploaded to LEAP by the Organisation and its Authorised Users in the course of its use of LEAP;
“Documentation”	the documentation made available by FLOvate from time to time (whether online or in hard copy) which sets out a description of, and user instructions for, LEAP;
“LEAP”	FLOvate’s process management software known as LEAP;
“Organisation”	means the Organisation referred to in paragraph 1.1 above of which you are an employee, director or partner or with which you are otherwise associated;

“Portal” means the server and/or web portal made available to the Organisation and its Authorised Users for gaining access to LEAP;

“we, us, our”, “FLOvate” means FLOVATE SOLUTIONS LIMITED a company registered in England and Wales under number 06765584.

### 3. **Right of Access and Use**

- 3.1. We grant the Authorised User a non-transferable, revocable, non-exclusive licence to access and use LEAP upon and subject to these Terms of Use.
- 3.2. Different users of LEAP may be granted different access and user rights. Only administrator users shall be entitled to upload content to, and delete and modify content on, LEAP.
- 3.3. You may only use LEAP while you are authorised to do so by the Organisation.
- 3.4. We are not responsible for providing the technical means by which the Authorised User can gain access to LEAP. The Authorised User or the Organisation is responsible for making all arrangements necessary and paying any applicable fees in order to procure access to LEAP, including without limitation, any equipment and services necessary to connect to LEAP.

### 4. **Security**

- 4.1. The Authorised User shall use all reasonable endeavours to prevent any unauthorised access to or use of LEAP and shall not disclose his or her password, or grant access to any part of LEAP, to any other person, firm or company.
- 4.2. The Authorised User is entirely responsible for maintaining the confidentiality of his or her login and password. The Authorised User shall notify us immediately of any actual or suspected unauthorised access or use of his or her account or if another person knows his or her password. Until the Authorised User notifies us, he or she is fully responsible for any and all activities that occur under his or her account.

### 5. **Authorised User’s undertakings**

- 5.1. You may only use LEAP for lawful purposes and must not use LEAP in any way that breaches any applicable local, national or international law or regulation or is in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- 5.2. You shall not:
  - 5.2.1. save for the allocation of Authorised User accounts, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third-party LEAP in any way;
  - 5.2.2. reverse compile, disassemble or engineer LEAP (except as expressly permitted by law);

- 5.2.3. circumvent, or attempt to circumvent, the generation of activity entries or consumption of ULACs credited to the Client's LEAP account;
  - 5.2.4. use or access LEAP in order to build a product or service which is the same as or similar to LEAP;
  - 5.2.5. interfere or attempt to interfere with the proper working of LEAP or disrupt LEAP or the Portal or any network connected to the Portal;
  - 5.2.6. take any action which imposes an unreasonable or disproportionately large load on LEAP's infrastructure; or
  - 5.2.7. gain or attempt to gain unauthorised access to any computer system or network connected to LEAP.
- 5.3. You shall not upload to LEAP any Client Data that:
- 5.3.1. contains any content that is libellous, defamatory, obscene, pornographic or sexually explicit, abusive or otherwise violates any law;
  - 5.3.2. infringes any patent, trademark, database right, trade secret, copyright or other proprietary right of any party;
  - 5.3.3. you or your Organisation does not have the right to transmit under any law or contractual relationship (such as confidential information);
  - 5.3.4. contains viruses or any other codes, files or programs designed to damage, interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.

## 6. **International Use**

- 6.1. LEAP is provided for use in the United Kingdom. If you choose to use LEAP from locations outside the United Kingdom, you do so at your own risk and we make no representations that the use of LEAP is lawful in locations outside the United Kingdom.

## 7. **Data Protection**

- 7.1. We may process as data controller the Authorised User's personal data that is collected and used by us in order to enable us to deliver, administer or manage LEAP and our related services, the Organisation's account, and for our own business purposes.
- 7.2. The Authorised User acknowledges and agrees that his or her personal data may be transferred or stored outside the EEA or the country where the Authorised User and the Organisation are located in order to provide LEAP.
- 7.3. We also process as controller personal data that we collect when an Authorised User submits a request for support services, including information about hardware, software and other details related to the support incident, such as user authentication information, information about the condition of the service, and error-tracking files. We process such data in order to respond to the request and solve the problem reported.

- 7.4. We may process as controller the name and email address of Authorised Users who are our contacts at the Organisation to communicate with the Organisation information about LEAP and any new products and services of FLOvate.
- 7.5. We shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Authorised User's personal data or its accidental loss, destruction or damage.
- 7.6. For further details, please see FLOvate's Privacy Policy which can be accessed at [www.flovate.com/legal](http://www.flovate.com/legal).

## 8. **Intellectual property rights**

- 8.1. All proprietary rights, including without limitation, copyright, trade marks, database rights and other intellectual property rights in and to LEAP and Documentation shall be and remain vested in us or our licensors.
- 8.2. Except for the rights specifically granted under the Agreement, nothing in the Agreement shall be construed as transferring any such rights to the Organisation or any Authorised User and all rights in LEAP and Documentation not specifically granted in the Agreement are reserved by us.
- 8.3. If the Authorised User gives us any feedback or other suggestions or ideas in relation to LEAP, we reserve the right to use that feedback or those suggestions or ideas in the development of LEAP.

## 9. **Liability**

- 9.1. Our sole liability in relation to LEAP shall be to the Organisation under and in accordance with the Agreement. We shall not have any liability whatsoever to any Authorised User or any other person (whether for negligence, breach of contract, tort, misrepresentation, restitution or otherwise) for any loss or damage (including without limitation direct, indirect, incidental, special, punitive, consequential or exemplary damages and damages for loss of profits, goodwill, use, data, business opportunity or anticipated saving or other intangible losses) resulting from or in connection with LEAP or any Authorised User's use of or inability to use it.
- 9.2. Save as expressly set out in the Agreement, to the maximum extent permitted by law, we disclaim any and all representations, conditions and warranties whether express or implied by statute or common law or otherwise that LEAP or Documentation are or will be of satisfactory quality, fit for a particular purpose, provided with reasonable care and skill or non-infringing.
- 9.3. Any of our employees, agents, representatives and/or independent contractors shall be entitled to the benefit of the exclusions and limitations of liability set out in these Terms of Use in our favour.
- 9.4. Nothing in these Terms of Use shall exclude or limit any liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or any other liability that cannot by law be limited or excluded.

9.5. The Authorised User shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with or in relation to the Authorised User's use of or inability to use LEAP or of a breach of these Terms of Use by the Authorised User.

## 10. **General**

10.1. No failure or delay by a party to exercise any right or remedy provided under these Terms of Use or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

10.2. If any provision of these Terms of Use (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such provision is deemed severable and will not affect the validity or enforceability of the remaining provisions.

10.3. The Authorised User shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms of Use.

## 11. **Governing Law**

11.1. These Terms of Use shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Use or their subject matter or formation.

## 12. **Communications**

12.1. Any questions, comments and requests regarding these Terms of Use should be addressed to: FLOvate Solutions Limited at IP-City Centre, 1 Bath Street, Ipswich, Suffolk, IP2 8SD or by email to [info@flovate.com](mailto:info@flovate.com).