

Terms and Conditions

Welcome to ApprovalMax (**we/us/our/ApprovalMax**). These terms and conditions, together with any other documents, policies and terms referred to herein (collectively the "**Terms**"), set out the terms and conditions under which you may use www.approvalmax.com (the "**Site**"), our mobile application or browser-based application at app.approvalmax.com (collectively, the "**App**") or any services offered through or associated with our Site or App (the "**Services**"). Collectively, our Site and our App are referred to within these Terms as the "**Software**".

Any reference to "**you**" in these Terms includes yourself and any person that accesses or uses the Site, App or Services on your behalf, whether as a guest or a registered user.

If you're using our Services on behalf of an organisation or entity ("**Organisation**"), then you are agreeing to these Terms on behalf of that Organisation and you represent and warrant that you have the authority to bind the Organisation to these Terms. In that case, "**you**" and "**your**" refers to that Organisation.

Please read these Terms carefully before using this Site, App or Services. You accept these Terms by signing up for an Account (as that term is defined in clause 8) via our Site or App.

1. Other applicable Terms

These Terms reference our Privacy Policy, and Cookies Policy, which also apply to your use of the Site and the Services.

Our Privacy Policy sets out how we collect, process, share and store any personal data we collect from you, or that you provide to us in accordance with applicable privacy laws including the UK GDPR, Australian Privacy Act 1988 (Cth) and New Zealand Privacy Act 2020. Our Cookie Policy sets out information about the cookies on our Site and App. We will only use your personal data as set out in our Privacy Policy and Cookie Policy or as permitted by applicable privacy laws. You can access our Privacy Policy here: <https://approvalmax.com/policy> and you can access our Cookie Policy here: <https://approvalmax.com/cookie>.

Our Data Processing Agreement is incorporated into, and forms part of these Terms. The Data Processing Agreement sets out how we will process store and use personal data input into the Services by you. You can access the Data Processing Agreement here: **[insert link]**.

2. Information about us

The entity providing the Services, regardless of where you are based, is ApprovalMax Limited, a company registered in England and Wales, with company registration number 11326265. Our office is located at 3rd Floor, 86-90 Paul Street, London, England, EC2A 4NE.

3. Updates to these Terms

3.1 Changes to Terms

ApprovalMax may modify these Terms from time to time. ApprovalMax will notify you in writing of any such modification at least 30 days before the modification takes effect. Subject to clause 3.2 below, we will provide notice through notification within the Software or by other commercially reasonable electronic means.

3.2 Minor Changes Exception

ApprovalMax may make minor changes to these Terms, policies, or operational metrics without complying with the notice requirements in clause 3.1, provided that such changes:

- (a) do not materially affect your rights or obligations under these Terms;
- (b) are administrative, typographical, or clarifying in nature;
- (c) do not increase your costs or reduce the Services you receive; or
- (d) are necessary to reflect changes in contact information, website URLs, or similar non-substantive updates.

We will update such minor changes on our website and may notify you through the Software, but we are not required to provide the 30-day advance notice specified in clause 3.1.

3.3 Free Trial and Free Access Users

For users on free trials or free access (as described in clause 9.1), modifications take effect during the then-current access period, following ApprovalMax's notice (or immediately for minor changes under clause 3.2).

3.4 Paid Subscriptions

(a) Except as specified below, modifications to these Terms take effect at the next subscription renewal unless either party chooses not to renew pursuant to clause 9.4.

(b) ApprovalMax may specify that modifications will take effect during a then-current Subscription Term (meaning the Initial Period or any Renewal Period as we define in clause 9.2) if we need the modifications to:

- (i) address compliance with applicable law or regulation, or
- (ii) reflect updates to Software functionality or introduction of new Software features.

(c) If you object to modifications taking effect during the current Subscription Term under clause 3.4(b), you may terminate the remainder of the then-current Subscription Term for the affected Services as your exclusive remedy. To exercise this right, you must notify ApprovalMax of your termination under this clause 3.4 within 30 days of our modification notice, and ApprovalMax will refund any pre-paid Fees for the terminated portion of the applicable Subscription Term.

(d) Minor changes under clause 3.2 take effect immediately for all users, including paid subscribers.

3.4 Deemed Acceptance

If you continue using the Software after the effective date of any modification, we will consider that you accept the modified Terms.

4. Changes to our Site or App

We may update our Site or App from time to time, and may change the content and Services at any time. We will try to avoid making any significant changes to the Software which are likely to materially disadvantage your use of the Service. However, where we intend to make a change to the Site or App which may materially disadvantage your use of the Services, we will notify you in advance of making any such changes. If our update to the Site or App materially disadvantages your use of the Service, you may, upon providing us with proof of the disadvantage, terminate these Terms by providing us with 14 days written notice. If you have purchased an annual subscription, and you terminate your Account in accordance with this clause 4, we agree to provide you with a pro-rata refund of any unused portion of the Fees.

Please note that any of the content on our Site or App may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our Site, App or any content on them, will be free from errors or omissions.

5. Accessing our Services

The Services are intended and offered only for lawful use by individuals or organisations with the legal capacity and authority under applicable law to enter into a contract for such Services. We do not offer the Services to minors or where prohibited by law. By using the Services, you represent and warrant that you have the legal capacity and authority to enter into a binding agreement to adhere to these Terms, and that you will only use the Services in accordance with these Terms and with all applicable laws.

ApprovalMax will implement and maintain facilities, equipment, and programming, collectively making up a host data centre, as necessary to provide you access to our App, Site and Services. We do not guarantee that our Services, our Site, App, or any content on them, will always be available or be

uninterrupted. Access to our Site or App is permitted on an "as is" basis. Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable to you if for any reason our Site is unavailable at any time or for any period.

Our Services (including our Software) may interact with, or be reliant on, products or services provided by third parties, such as internet providers (Third Party Inputs). To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties. Your use of any Third Party Inputs may be subject to your acceptance of additional terms and conditions provided by the third parties responsible for the Third Party Inputs, and is at your own risk.

You are responsible for making all arrangements necessary for you to have access to our Site or App (including providing your own Internet access and computer or mobile equipment). You are also responsible for ensuring that all persons who access our Site or App through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

You may access the Service only through the interfaces and protocols provided or authorised by ApprovalMax. You are solely responsible for protecting the information on your computer such as by installing anti-virus software, updating your applications, password protecting your files, and not permitting third party access to your computer. You are solely responsible for your (and your employees, consultants and affiliates) conduct and use of the Services.

We have the right, in our sole discretion, to deny use of and access to the Services to anyone who we deem to be using the Services in a manner not reasonably intended by us, or in violation of law or these Terms (including but not limited to suspending or terminating your account and licence to use our Software or Services).

Our Services may include a feature ("ApprovalMax Pay") which allows you to process payments to certain persons or entities through our Software, via our nominated third party payment provider, which is currently Yapily ("Third Party Payment Provider"). You acknowledge and agree that any payments processed via ApprovalMax Pay will be facilitated by our Third Party Payment Provider, and we have no control over the processing of these payments. Your use of the ApprovalMax Pay feature may require your acceptance of additional terms and conditions provided by the Third Party Payment Provider, and may require you to connect your banking details to the Software. Any such details are held by the Third party Payment Provider, and will be handled in accordance with their privacy policy, as updated from time to time. You acknowledge and agree that the Third Party Payment Provider may share certain transaction data with us in order to allow us to provide the ApprovalMax Pay feature and the Services. The ApprovalMax Pay feature may not be available to you if you are operating in a restricted industry as determined by the Third Party Payment Provider.

Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for and you waive and release us from and against any Liability arising from or in connection with any payment processed through ApprovalMax Pay or by the Third Party Payment Provider.

6. API

This clause 6 applies to the extent that our Services include a licence to our API. Our API allows you to connect our Software to third party applications for the purpose of data analysis (e.g., pulling data into Business Intelligence tools and personal tools for reporting), commercial use (e.g., developing integrations with ApprovalMax for business purposes), and internal development (e.g., creating personal services or applications to work with requests without using the ApprovalMax user interface).("Purpose").

To access the API, you must create an application in the My Applications section of the Developer Portal. Upon creation, you will receive a client ID and client secret. These credentials are used to authenticate your application and obtain a consent page where users grant access to their organisations. Once access is granted, you will receive an authorisation code. You can then exchange this code for an access and refresh tokens ("Access Credentials"), which will enable you to access the data of the authorised organisation(s).

You should keep your Access Credentials secure and confidential as you will be solely responsible for any activities occurring in relation to the Access Credentials.

We do not guarantee any level of compatibility between the API and any of your systems. You will be responsible for your own costs in relation to accessing the API and any other integration work or testing required to access the API. Where we release any maintenance updates to the API, you agree to update this as soon as reasonably practicable after receipt from us.

You acknowledge and agree that your use of the API must be in accordance with any usage limits set by us.

You acknowledge and agree that you are responsible for ensuring the security of any data transmitted via the API. You represent, warrant and agree that you and your Authorised Users will only use the API for the Purpose, and you will not attempt to access any data via the API for any other purpose.

7 Use of Model Context Protocol (MCP)

7.1 The Model Context Protocol (MCP) is a developer or partner tool that enables customers to transmit selected data to external large language model (LLM) providers. ApprovalMax does not access, intercept or store any data transmitted via MCP, nor does it participate in or control the transmission process.

7.2 Customers are solely responsible for their use of MCP, including ensuring that any data shared with third party services complies with all applicable data protection and privacy laws.

8. Your Account and Password

Access to our App requires creating an account. You may create an account using your email and password, or using your SSO ("Single Sign On") account ("Account"). If you sign in to your Account using a Single Sign On, you authorise us to access information from your Single Sign On account including your name and contact information. Your Account must be active to access the App. You agree to provide accurate and complete information when you register, and you agree to keep such information accurate and complete during the entire time that you use the Services.

You must treat your Account details, including any password, as confidential. You must not disclose it to any third party. You are solely responsible for any consequences arising in whole or in part out of your failure to maintain the confidentiality of your username and/or password.

We have the right to terminate or suspend your subscription or access to all or any data at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

You will be liable for all activity on your Account. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using one of the contact channels described here (<https://support.approvalmax.com/portal/en/kb/articles/contact-us>).

You may invite users to the Software, who will be permitted to access and use the Software by linking to your Account ("**Authorised Users**"). The Authorised Users will have permission to access certain features of the Software and your Account, as detailed in your Account and you may adjust these permission settings in your Account.

You must ensure that each Authorised User complies with these Terms, and the terms which apply to, and must be accepted by, Authorised Users ("**End User Licence Agreement**") where applicable. You are responsible and liable for the acts or omissions of your Authorised Users.

9. Subscription, Payments and Refund Policy

9.1 Free Trial

The Services may begin with a free trial. The free trial will last for the period specified on our Site or App. We determine free trial eligibility in our sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and suspend your Account at any time in the event that we determine that you are not eligible. Free trials are only available for new Account holders.

If you do not purchase a subscription at the end of the 14-day trial period, your access to the Software will continue for one year after your trial period ends. However, your connection with your accounting system will be disabled and you will no longer be able to approve or change any information within the Software.

9.2 Subscription Renewal:

To continue using our Services beyond the trial period, you are required to purchase a subscription licence to the Software. This can be done via the purchase link provided within the Software or on our website. If you do not pay the fees for the Services you have chosen ("Fees") at the end of the free trial period, your access to the Services (including the Site and the App) will be handled in accordance with clause 9.1. Your subscription will start, and the free trial will end, on the date that you make your payment ("Payment Date").

A. Annual Subscription:

If you choose to purchase an annual subscription, your subscription shall begin on the date the Service is activated, following your payment of the Fees and shall continue for a period of twelve (12) months ("Initial Period"). Upon expiry of the Initial Period, your subscription shall automatically renew for successive periods of twelve (12) months (each a "Renewal Period") unless terminated as described below, and you will be charged the Fees on an ongoing annual basis from the Payment Date.

B. Monthly Subscription:

For users opting for monthly subscriptions, your subscription shall begin on the date the Service is activated, following payment of the Fees. The subscription shall continue on a monthly basis, with each month constituting a Renewal Period, and you will be charged the Fees on an ongoing monthly basis from the Payment Date, until the subscription is terminated as described below.

9.3 Payments

The payment methods we offer for the Fees are set out on our Site or the App. Please note that we utilise third-party e-commerce service providers to process both the initial purchase and subscription renewals. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.

You must not pay, or attempt to pay, the Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.

You agree to provide and maintain current, complete, and accurate payment information. To assist you in managing your payment methods, we may display partial payment details (such as partial card numbers, bank account numbers, or associated email addresses) within your account interface. Our handling of your payment information is described in detail in our Privacy Policy.

9.4 Termination:

A. Subscription Termination:

If you wish the subscription to expire at the end of the Initial Period or the then-current Renewal Period (as applicable) (“Service Period”), you must provide ApprovalMax with written notice at least 14 days before the end of the Service Period. Notice can be submitted by the account owner following the steps outlined on our website at <https://support.approvalmax.com/portal/en/kb/articles/how-to-downgrade-a-subscription>. If you serve written notice in accordance with this paragraph, the subscription licence shall end upon expiry of the Service Period. If notice is not served within the timeframes set out in this paragraph, the subscription shall automatically renew as described above, and will terminate at the end of the following Service Period. Upon termination of the subscription, all organisations under the subscription will be retired and in read-only mode.

B. Account Termination

If you wish to terminate your account you must provide ApprovalMax with written notice at least 14 days before the end of the Service Period (either Initial Period or any Renewal Period). Notice can be submitted by the account owner following the steps outlined on our website at <https://support.approvalmax.com/portal/en/kb/articles/how-to-cancel-my-account>. The cancellation of the account implies immediate termination of all subscriptions within the account.

9.5 Refund Policy:

Please note that, subject to clauses 3 and 4 and to the maximum extent permitted by law, we do not provide refunds for the Fees. Once a subscription licence has been purchased and the Service activated, refunds will not be issued for any reason, including early termination of the subscription, including termination of the account, or non-usage of the Service during the subscription period.

10. Support Services

During the term of your subscription, we agree to provide you with access to our troubleshooting support (“**Support Services**”). All Support Services are subject to our Support and Maintenance Policy (<https://support.approvalmax.com/portal/en/kb/articles/support-policy>), available in the Account section of our website and app.

If you require Support Services, you may request these by getting in touch with us through our Site or App.

Unless we agree otherwise, the Support Services cannot be used to support any other products or services, and does not include training, installation of software or hardware, software development or the modification, deletion or recovery of data or any on-site services.

11. Intellectual Property Rights and Use of Material on our Site

We are the owner or the licensee of all intellectual property rights on our Site and our App, in the material published on it, any algorithms or machine learning models used on our Site or our App, as well as any copyrighted works, trademarks, inventions, designs and other intellectual property (“**Our Intellectual Property**”). Those works are protected by copyright laws and treaties around the world. All such rights are reserved and, subject to the below, you may not reproduce, copy, distribute, sell, sub-licence, store, or in any other manner re-use content from our Site unless given express written permission to do so by us.

You may print off one copy and may download extracts of any page(s) from our Site for your personal use. You may draw the attention of others within your organisation to content posted on our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always

be acknowledged.

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these Terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You agree that you will not use our intellectual property rights in any way other than allowed under these Terms and any infringement by you thereof will be a material breach of these Terms.

12. Licensing

ApprovalMax (referred to in this section as the “**Licensor**”) is willing to licence the Software “”or provide the Services to the Entity you are a part of (referred to in this section as “**Licensee**” or “**you**”) on the condition that you accept and abide by all of the Terms. These Terms apply to any updates or support services for the Software or Services (unless other terms specifically cover those items).

12.1 Right to Access Software

12.1.1 Subscription Service. Unless otherwise agreed between the Parties, and subject to your compliance with these Terms, for the duration of your subscription, ApprovalMax grants you a worldwide, non-exclusive, non-transferable, non-sublicensable licence to use the Software for your internal business purposes only, for the number of companies licensed to you.

12.2 Restrictions and Ownership. Our Intellectual Property contains valuable trade secrets of ApprovalMax and its licensors, and accordingly you agree not to (and agree not to allow your affiliates, employees, agents or third parties to):

1. modify, adapt, translate, or prepare derivative works from the Software or Service,
2. decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or Services,
3. decrypt data or extract portions of the Software’s files for use in other applications,
4. remove, obscure, or alter ApprovalMax’s or any third party’s trademarks or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Software or Service, or
5. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software or Services.

These Terms confer a limited licence to the Software and Services and do not constitute a transfer of title to or sale of all or a portion of the Software or Services. No implied licences are granted by us. ApprovalMax retains all rights, titles and interests in and to the Software and Services.

13. Your Content

Content that you upload to our App post using our Services is your content, and includes anything you upload using the Services, including approval workflow processes and process associated information, text, files and other materials (“**Your Content**”). You retain ownership of Your Content, but by uploading it onto the Service, you are granting us a licence to use, copy, reproduce, process, adapt, publish, transmit, host and display Your Content for the purpose of providing you the Software, Services and associated support, and analysing and improving the operation of the Software and Services. Additionally, Your Content must comply with the Content Standards section below.

A. Responsibility for Your Content. You understand that you are solely responsible for Your

Content. You are solely responsible for correcting input errors and data corruption problems, and for the content of any data file, the selection and implementation of controls on access to your Content, and the use and security of your Content. You warrant that you have all necessary rights to Your Content and that you are not infringing or violating any third party's rights (including any privacy rights) by posting it or uploading it to the Software.

B. Output Content. You own any data or information output from the Software using Your Content as input (**Output Content**). You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use the Output Data for the purpose of providing you the Software, Services and any Support Services, and analysing and improving the operation of the Software and Services. You acknowledge and agree that the Software and the integrity and accuracy of the Output Content is reliant on the accuracy and completeness of Your Content, and the provision by you of Your Content that is inaccurate or incomplete may affect the use, output and operation of the Software.

C. Permission to Use Your Content. When you sign up for our Services via the App, you associate one or more email addresses with your account. If you use an email address provided to you by a third party entity of which you are a part (such as yourname@youcompany.com or yourname@yourorganization.org) (each an "Entity") you hereby grant that Entity and its administrator(s) permission to access, use, download, export, disclose, share, restrict and/or remove Your Content that you have associated with the email address that includes their domain. You acknowledge and understand that an Entity may elect to utilise one or more third party applications in connection with the use of the Service and that, by associating Content with an email address that includes an Entity's domain, you are granting permission to have such of Your Content shared with such third party application(s). You also acknowledge and understand that an Entity may restrict or terminate your access to Your Content associated with the email address that includes their domain.

D. Your Use of Third Party Applications. If you elect to utilise any third party application in connection with your use of the App or Services ("**Third Party Application**"), by doing so you are consenting to Your Content being shared with such Third Party Application provider. Your use of the Third Party Application may be subject to additional terms of service. To understand how a Third Party Application provider utilises your Content and other information, You should review their privacy policy. To the maximum extent permitted by law, we are not liable for the Third Party Application or any services provided by the Third Party Application provider.

E. Reporting Unauthorised Content. We take intellectual property rights very seriously, and are committed to following appropriate legal procedures to remove infringing content from our Site, App or Services. If content that you own or have rights to (including Your Content) has been uploaded to the Software without your permission and you want it removed, please contact us on approvalmax.com/hello. If Your Content infringes another person's intellectual property, we will remove it if we receive proper notice.

F. Inappropriate, False or Misleading Content. You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of our Terms (including the Content Standards set out below). You also agree not to post any content that is false and misleading or uses the Site, App or Services in a manner that is fraudulent or deceptive. We will not be responsible, or liable to any third party, for Your Content or the accuracy of any materials uploaded or posted by you or any other user of the Site.

G. Security. We will use industry standard technical and organisational security measures in connection with the storage, processing and transfer of your Content that are designed to protect the integrity of that Content and to guard against unauthorised or unlawful access to, use of, or processing of such Content.

H. Transmission of Your Content. You understand that the technical processing and transmission of electronic communications is fundamentally necessary to your use of the App and Services. You expressly consent to our interception and storage of electronic communications and Your Content. You acknowledge and understand that your electronic communications will involve transmission over the Internet and over various networks (only part of which are owned and operated by us).

I. Retention of Your Content. Upon termination of the Billing Cycle, all of Your Content in our Software or database files will still be available to you for one year. After that, all of Your Content in the Software or database files will only be available to you when we receive payment for activating a subscription. You acknowledge and agree that we may store and maintain Your Content for such period of time as required by law or regulatory requirements.

J. Analytics. You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Software or the Services, in an aggregated and anonymised format ("**Analytics**"). You acknowledge and agree that we own all rights in the Analytics, and that we may use the Analytics for our own business purposes, provided that the Analytics do not contain any identifying information.

14. No reliance on Information

The content on our Software is provided for general information only. It is not intended to amount to advice on which you should rely. It is your responsibility to ensure that our App or any Services or information available through the Site (either directly or indirectly) meet your specific requirements. You are solely responsible for the results obtained from use of our Services.

Although we make reasonable efforts to update the information on our Site and App, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our Site or App is accurate, complete or up-to-date.

15. Partnership Terms

15.1 Applicability

This clause 15 applies to customers who have been formally vetted and approved by ApprovalMax and granted access to ApprovalMax's Partner Services (as defined below) ("**Partners**"). By accessing or participating in such partner-related programs or resources, the Partner accepts and agrees to be bound by these Terms. This clause 15 does not apply to users who have not been accepted as a Partner by ApprovalMax.

To make an application to become a Partner, you must apply through the Software and provide all information requested as specified in the application process set out in the Software. ApprovalMax at its sole discretion may accept or reject Partner applications.

You acknowledge and agree that becoming a Partner may lead to an increase in Fees. Details of any increase in Fees will be clearly set out at the Partner application form. If you are approved as a Partner, we will provide you with written notice of confirmation and any Fee increase including details of when any Fee increase may be payable.

Upon confirmation that you have been accepted as a Partner, you will be given access to the Partner Platform where you can access the Partner Services subject to your compliance with clause 15.3.

15.2 Definitions

For the purpose of this clause 15, the following definitions apply.

Partner Customer means your customer who you invite to the Software via the Partner Platform, who shall be considered as one of your Authorised Users.

Partner Platform means the section of the portal that is available exclusively to Partners where you can request Partner Services.

Partner Services means where a Partner invites a Partner Customer to use the Software, we will assist with onboarding the Partner Customer (including providing them with the End User Licence Agreement) and granting them all rights and accesses of an Authorised User under your Account.

15.3 Partner Obligations

Partners agree to:

- ensure that all Partner Customers accept our End User Licence Agreement prior to utilising the Software;
- ensure compliance with these Terms by their personnel, employees, and Authorised Users (including all Partner Customers);
- avoid any conduct that may harm ApprovalMax's brand, reputation, or operations;
- refrain from making warranties, representations, or commitments about ApprovalMax Software beyond those explicitly authorised by ApprovalMax;
- to promptly provide all information reasonably required by us to provide the Partner Services (including customer contact details for the purpose of onboarding).

15.4 Termination or variation of Partner Services

If you wish to suspend or change the Partner Services you must provide notice to us through your Account that you wish to suspend or vary the Partner Services at least 5 Business Days before the next Payment Date. If you vary the Partner Services and the Fees increase, we will charge you for the increase in the Fees on a pro-rata basis for the remainder of the period until your next Payment Date, and you will have access to the additional Partner Services features from the date you make such payment.

We reserve the right to cease providing the Partner Services at any time where you fail to comply with your obligations under clause 15.3 (as reasonably determined by us). Where we terminate the Partner Services in accordance with this clause 15.4, we will notify you of any changes to your Fees in writing.

16. Limitation of our Liability

For the purpose of this clause 16, **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgement (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

Nothing in these Terms excludes or limits our Liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

The restrictions on liability in this clause 16 apply to every liability arising under or in connection with these Terms, including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.

To the maximum extent permitted by law, we will not be liable to any user for any Liability arising under or in connection with:

- any Third Party Inputs;
- use of or reliance on our Services or any content displayed on our Site;
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any Liability caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it. We accept no responsibility or Liability arising out of any disruption or non-availability of our Site resulting from external causes including, but not limited to, internet service provider equipment failure, host equipment failure, communications network failure, natural events or acts of war.

We assume no responsibility for the content of websites linked on our Site. Unless expressly stated, these websites are not under our control. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any Liability that may arise from your use of them.

To the maximum extent permitted by law:

- (a) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other party, including any failure by that other party to mitigate its loss; and
- (b) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us resupplying the Services to you, or in our sole discretion, to us repaying you the amount of the Fees pay by you to us in the previous 12 months in respect of the supply of the relevant Services to which the liability relates.

Australian Consumer Law:

Where you are an Australian consumer, nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law which cannot be excluded, restricted or modified by agreement. Where we are permitted to limit our liability, our liability is limited to, at our option: (i) re-supplying the Services; or (ii) paying the cost of having the Services re-supplied.

New Zealand Consumer Law:

Where you are a New Zealand consumer, our warranties are limited to those expressly stated in these Terms. Any implied condition or warranty (including any warranty under Part 3 of the Contract and Commercial Law Act 2017) is excluded. You agree and represent that you are acquiring the Services for the purposes of trade. The Parties agree that:

- (a) to the maximum extent permitted by law, the Consumer Guarantees Act 1993 does not apply to the supply of the Services or these Terms; and
- (b) it is fair and reasonable that the Parties are bound by these Terms, including this clause.

17. Indemnification

Despite anything to the contrary, to the maximum extent permitted by law, you agree to indemnify us and hold us harmless in respect of any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with (a) Your Content; and (b) you or any of your Authorised Users infringing the rights of any third party (including intellectual property rights and privacy rights).

18. Viruses

We do not guarantee that our Site or App will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Site or App. You should use your own virus protection software. You must not misuse our Site or App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site or App, the servers on which our Site and App are stored or any server, computer or database connected to our Site or App. You must not attack our Site or App via a

denial-of-service attack or a distributed denial-of service attack. A breach of this provision is a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site, App and Services will cease immediately.

19. Linking to our Site or App

You may link to our Site or App home pages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site or App in any website that is not owned by you. Our Site and App must not be framed on any other website, nor may you create a link to any part of our Site or App other than the home page. We reserve the right to withdraw linking permission without notice. The website to which you are linking must comply in all respects with the Content Standards paragraph set out below (Content Standards).

If you wish to make any use of content on our Site other than that set out above, please contact us on approvalmax.com/hello.

20. Prohibited uses

You may use our Site, App and Services only for lawful purposes. You may not use our Site, App and Services:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or reuse any material which does not comply with our content standards described in the next paragraph;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or resell any part of our Site or App in contravention of these Terms; and
- not to access without authority, interfere with, damage or disrupt:
 1. any part of our Site or App;
 2. any equipment or network on which our Site or App is stored;
 3. any software used in the provision of our Site or App; or
 4. any equipment or network or software owned or used by any third party.

21. Content Standards

These content standards apply to any and all material which you upload or contribute to our Site or App (**Contributions**), and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any Contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).

- Be genuinely held (where they state opinions).

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

22. Suspension and termination

We will determine, in our reasonable discretion, whether there has been a breach of these Terms. When a breach has occurred, we may take such action as we deem appropriate, in addition to any remedies available to us at law, including any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Site, App or Services (including suspension or termination of your account)
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our App.
- Issue of a warning to you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

If your account is terminated or deactivated (by you or by us), Your Content may no longer be accessible through your account. We encourage you to maintain your own backup of Your Content. We are not a backup service and you agree that you will not rely on the Software for the purposes of backup or storage of Your Content. Whilst we will take all reasonable steps to keep Your Content secure, we do not guarantee that others will not gain access to your information or that Your Content will be stored safely. You acknowledge that the Internet may be subject to breaches of security and that the submission of content or other information may not be secure.

23. No warranty

Except as set out in these Terms and subject to any rights you might have under consumer law, the Services are provided on an "as is" and "as available" basis without any warranty of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

24. Miscellaneous

(A) **Assignment:** ApprovalMax may assign, transfer, delegate, or otherwise dispose of its rights and obligations under these Terms, in whole or in part, to any third party at its sole discretion, without requiring your prior consent. You acknowledge and agree that any such assignment shall not affect its obligations under these Terms, and that the assignee shall assume all rights and responsibilities of ApprovalMax under the assigned Terms. You may not assign, transfer, or otherwise dispose of its rights or obligations under these Terms without the prior written consent of ApprovalMax.

(B) **Confidentiality:** Each party agrees to keep confidential, and not use or permit any unauthorised use of the other party's confidential information. The foregoing does not apply where the disclosure is required by law.

(C) **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

(D) **Disputes:** Neither party may commence court proceedings relating to any dispute, controversy or claim arising from or in connection with these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless the parties first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction. Nothing in this clause will operate to prevent either party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction. If the Dispute is not resolved at the initial meeting, either party may:

- i. where you are a UK customer, refer the matter to mediation, administered by the Centre for Effective Dispute Resolution; or
- ii. where you are an Australia or New Zealand customer, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or

where you are not a UK, Australian or New Zealand customer, refer the matter to arbitration administered by the London Court of International Arbitration (**LCIA**), with such arbitration to be conducted in London, before one arbitrator, in English and in accordance with the LCIA Arbitration Rules.

(E) **Entire Agreement:** To the extent permitted by law and subject to your consumer law rights, these Terms, and all incorporated documents referred to herein, constitutes the entire agreement as to your use of and our provision of the Site and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral. You acknowledge that, in entering into these Terms, you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any incorporated documents referred to herein.

(F) **Governing Law:**

These Terms are governed by the laws of England and Wales. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and waives any right to object to proceedings being brought in those courts.

The United Nations Convention of Contracts for the International Sale of Goods is expressly excluded from these Terms.

(G) **Headings:** Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms. We will not lose our rights under these Terms by reason of any delay by us in enforcing those rights.

(H) **Privacy:** The parties agree that our Data Processing Agreement upon request forms a part of these Terms.

(I) **Severance:** If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

(J) **Survival:** Termination or expiry of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued prior to the date of termination. On termination or expiry of these Terms, all provisions, which by their nature, shall survive termination or expiry, will continue in force, including (but not limited to) clauses 5, 9, 11, 12, 13, 14, 16, 17, 22, 23 and 24.

(K) **Notice:** Any notice under these Terms must be in writing and may be delivered by standard post, email, or (where appropriate) through the Software. Notices sent by post will be deemed delivered 48 hours after posting. Notices sent by email or through the Software will be deemed delivered at the time of transmission. Notices to us must be sent using the contact details set out below; notices to you will be sent using the contact details associated with your Account. Continued use of the Software after any changes to these Terms will be deemed acceptance of those changes.

25. Contact us

To contact us, please contact us on approvalmax.com/hello.

ApprovalMax Limited

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