

# Terms of Use and Service

Effective as of March 4, 2023

## 1. Introduction

Welcome to Tggl, a feature flag solutions provider for companies. Our online, cloud-based feature flag management solution is available to you on a subscription basis, subject to the following terms and conditions.

Please read these Client Terms of Use and Service (the "Terms") carefully before using our service. By accessing or using Tggl, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use Tggl.

## 2. Purpose and nature of the Service

Tggl is an online, cloud-based feature flag management solution designed to help companies manage and control features in their applications, websites, or services, allowing them to deploy new features with confidence, reduce risk, and improve time-to-market. Our service is available to customers on a subscription basis, with various packages including Standard, Pro, and Enterprise.

## 3. User obligations

By using Tggl, you agree to comply with these Terms, as well as all applicable laws and regulations. You are responsible for ensuring that all information you provide to us is accurate and up-to-date, and for keeping your account information and password confidential.

You are solely responsible for your use of Tggl, and you agree not to use our service for any unlawful, abusive, or otherwise inappropriate purpose, including without limitation:

- To violate any applicable law or regulation;
- To infringe the rights of any third party, including without limitation intellectual property rights, privacy rights, or publicity rights;
- To transmit or distribute any viruses, worms, or other harmful software or code;
- To transmit or distribute any unsolicited or unauthorized advertising or promotional materials;
- To harass, abuse, or harm another person or entity;
- To interfere with or disrupt the integrity or performance of Tggl or any other computer network.

## **4. Payment terms**

Clients are required to pay a monthly fee for the Service, which varies depending on the package chosen: Standard, Pro, and Enterprise. The details of the pricing are available on our website.

Payments can be made using the following methods: credit card, bank transfer, or any other payment method agreed upon by both parties. All payments must be made in the currency specified in the invoice.

Clients who choose a yearly subscription for Standard or Pro services will receive a discount. For the Enterprise package, a specific quote will be sent to the client.

Fees are due and payable within 30 days of receipt of invoice. If payment is not received within 30 days, Tggl reserves the right to suspend or terminate the client's access to the Service until payment is received.

Tggl reserves the right to change its fees at any time. Clients will be notified of any fee changes in writing at least 30 days before the changes take effect.

## **5. Intellectual property rights**

Tggl retains all intellectual property rights in the Service and all related materials. Clients may not use or reproduce any of Tggl's intellectual property without Tggl's prior written consent.

You agree not to modify, distribute, reverse engineer, or create derivative works based on Tggl or any of our technology or intellectual property.

## **6. Confidentiality**

Each party undertakes that it has not and will not disclose to any person any confidential information concerning the business, affairs, clients, or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as required by law or in order to fulfill their obligations under these Terms, including disclosure to necessary employees, representatives, and advisors.

## **7. Termination**

Either party may terminate these Terms by providing 30 days' written notice, without any specific cause.

Either party may terminate these Terms immediately by giving written notice to the other party if:

1. The other party commits a material breach of any term of these Terms, which cannot be fixed, or (if the breach can be fixed) fails to fix the breach within 14 calendar days after receiving written notice to do so.
2. The other party takes any action related to its entry into administration, provisional liquidation, or any composition or arrangement with its creditors (except for a solvent restructuring), is wound up (voluntarily or by court order, unless for the purpose of a solvent restructuring), has a receiver appointed for any of its assets, or ceases to operate its business.
3. The other party suspends, threatens to suspend, or stops or threatens to stop operating a substantial part of its business.
4. The other party's financial situation deteriorates to the point that, in the terminating party's view, the other party is incapable of meeting its obligations under these Terms.
5. The Client has not used Tggl's platform for an extended period (over 12 months).
6. Any actions contravening applicable laws, or that are harmful to third parties or other users of Tggl's platform.

## **8. Liability and indemnification**

Tggl's liability to the Client under these Terms is limited to 12 months' fees. If the Client does not notify Tggl that it intends to file a claim within the notice period, Tggl will not be held liable for that event. The notice period begins on the day that either party becomes aware of any losses or has grounds to make a claim related to the event and ends 12 months after that date. The notice must be in writing and identify the event and the grounds for the claim in reasonable detail.

The Parties agree that neither of them will be held liable to the other for loss of profits, sales, or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, or indirect or consequential loss, except as outlined below:

1. As a result of fraud, dishonesty, wilful concealment, wilful misrepresentation, or gross negligence.
2. A breach of warranties.
3. Any liability that cannot legally be limited, including, but not limited to, liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

## **9. Governing law and dispute resolution**

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of France. The parties irrevocably agree that the courts of Paris, France shall have exclusive jurisdiction to

settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

The parties should try mediation to find an agreement first.

## **10. Privacy policy**

Tggl's Privacy Policy is available on the Tggl website and forms an integral part of these Terms.

## **11. Modification**

Tggl reserves the right to modify, add, or delete portions of these Terms at any time without prior notice. The Client is responsible for reviewing these Terms periodically for any updates or changes. Continued use of Tggl following any modifications, additions, or deletions constitutes acceptance of such changes.

## **12. Entire agreement**

These Terms of Service constitute the entire agreement between the Client and Tggl and replace any previous agreements, whether oral or written, regarding the use of Tggl.

## **13. Assignment**

The Client cannot assign, transfer, or sublicense any of its rights or obligations under these Terms without prior written consent from Tggl. Tggl may assign or transfer any or all of its rights or obligations under these Terms at any time without notifying the Client.

## **14. Waiver**

Neither party's failure or delay in exercising any right, power, or privilege under these Terms of Service shall be considered a waiver of that right, power, or privilege. Any single or partial exercise of a right, power, or privilege shall not prevent any further exercise of that right, power, or privilege.

## **15. Severability**

If any provision of these Terms of Service is held to be invalid or unenforceable, that provision will be removed and the remaining provisions will be enforced to the fullest extent permitted by law.

## **16. Notices**

All notices or communications required or permitted under these Terms of Service must be in writing and sent by hand, electronic mail, or certified mail with return receipt requested and postage prepaid. Notices should be sent to the addresses listed in the Order Form or to another address specified in writing by either party.

By using Tggl, the Client agrees to these Terms of Service. If the Client does not agree to these Terms, they must not use Tggl.