Terms of Use

These Terms of Use (or "Terms of Service") govern your use of Standup & Prosper software and website ("Service" and "Site", respectively) and constitute an agreement between the entity ("Customer", you, yours) and Rhosys AG ("Rhosys", "Standup & Prosper", we, us, our), the creator of the Service.

1. Access Offering

(a) It is your responsibility to ensure your computer system meets all the necessary technical specifications to enable you to access and use the Service and is compatible with the Service. We may, from time to time, restrict access to certain features, parts or content of the Service to users who have registered with us (such as access to the Site support program features and pages).

(b) You must ensure that any registration details you provide are accurate. If you use or create a log-in ID (such as a username and password or other identifier) as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-in ID and must notify us immediately of any unauthorized use or other security breach of which you become aware.

(c) We reserve the right to disable any log-in ID, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use or if any details you provide for the purposes of registering as a user prove to be false.

2. Service Availability

(a) We cannot guarantee the continuous, uninterrupted or error-free operability of the Service. There may be times when certain features, parts or content of the Service, or the entire Service, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Service, or any features, parts or content of the Service.

3. Restrictions on Use

(a) In no event will Customer: (i) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying trade secrets, ideas, or algorithms of any of the software comprising any part of the Service; (ii) lease, distribute, license, sell or otherwise commercially exploit any of the Service or make the Service available to a third party other than as contemplated in this Agreement, including but not limited to using the Service for timesharing, service bureau, or other similar purposes; (iii) use the Service on behalf of any third parties; (iv) tamper with other customer accounts of Standup & Prosper; (v) attempt to gain unauthorized access to the Service or its related systems or networks; (vi) access or use the Service for the purpose of developing a competing product or service; (vii) enter any data into the Service that is subject to the General Data Protection Regulation (i.e., the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) or (viii) permit anyone else, to engage, directly or indirectly, in any of the activities described in the foregoing subparts (i) through (viii). All the limitations and restrictions on use of the Service in this Agreement will also apply to any software and documentation that is part of or provided through the Service together with the Service and Confidential Information (defined below), collectively, the "Standup & Prosper Materials".

(b) Rhosys may restrict or prohibit use of or access to the Service if Customer fails to make payment of fees when due or Rhosys reasonably suspects that any use or access of the Service is or may be in breach of this Agreement.

4. Data Security

(a) Data stored with Standup & Prosper follows current best security practices as we deem necessary considering the context of that data. Our practices do not apply to data whose context is unknown. This data is assumed to be private to the user storing the data and accessible by any entity that has correct authorization according to our access records.

(b) Rhosys shall not be held liable for compliance requirements that are not explicitly expressed alongside the relevant Service interfaces by Rhosys. As such only our base security implementation will be in effect. It is: (i) encryption at rest, (ii) encryption in transit, (iii) direct authorization for relevant users, (iv) accessible by Standup & Prosper client admins, (v) available for the Standup & Prosper engineering teams.

(c) The data transferred to Standup & Prosper MUST NOT be subject to regulations on behalf of the data owners unless Standup & Prosper explicitly expresses ownership of such regulations. In effect, data is always assumed to NOT be regulated by one of Payment Card Industry Data Security Standard (PCI DSS), General Data Protection Regulation (GDPR), HIPAA and HITECH ACT (US), the Criminal Justice and Immigration Act (UK), nor any other regulation that the data may be subject to.

(d) Standup & Prosper is a client of cloud providers, and thus stores all data information on cloud provider technology and locations. The data stored in Standup & Prosper and thus transferred to these cloud providers MUST NOT entail a violation of your regulations.

5. Payments

(a) Customer shall pay Rhosys the fees set forth in the applicable Order Form ("Fees") in accordance with this Agreement and the Order Form. If not otherwise specified on an Order Form, Fees will be due within thirty (30) days of date of invoice. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Rhosys hereunder are non-cancelable and non-refundable.

(b) If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law, (i) Rhosys reserves the right to suspend the Services upon thirty (30) days written notice, until such amounts are paid in full, (ii) immediately terminate the accounts with unpaid invoices, and (iii) Rhosys will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due; provided that Rhosys will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

6. Pricing

In-depth and up to date pricing is available in the Standup & Prosper billing settings. This is billed per contracted billing cycle. Additionally, depending on the account tier, accounts may be restricted from using some functionality. There are thresholds and limits to each tier. Specifically, let's define three properties of billing:

- **Standup User or Member**: Any user that interacts with a Standup, be it a Standup Reporter, an Admin, an Editor, or any other role. All of these are standup members and standup users. Each one counts towards billing. These users might be from your Workspace or any shared Workspace that has been granted access to your Standup. Each user irrespective of the number of standups they are in or manage, count only as a single billable entity. Entities are not billed more than once.
- **Standup**: A configured standup, that is currently ACTIVE, DISABLED, or PAUSED in the last 31 days. PAUSED and DISABLED standups are billed as long as they have members. To prevent being billed for a Standup it must be DELETED. DELETED standups that were ACTIVE, DISABLED, or PAUSED in the last 31 days, will be billed.
- **Workspace or Team**: Billing applies to your entire Slack Workspace. In the case of Enterprise Slack Workspaces, billing applies only to one workspace at a time, and billing must be enabled for each Team Workspace in an Enterprise Slack plan separately. The entire Slack Workspace is considered for active Standups. Standups are not billed on a per standup basis but on a per workspace basis. Only Standup Users are billed, users that are present in the workspace but are not a standup user are not considered for billing purposes.

7. Intellectual property rights

(a) All intellectual property rights in any content of the Site (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos) are owned by us or our licensors. Except as expressly set out here, nothing in these terms of use gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading content from the Site. If you print off, copy or store pages from the Site (only as permitted by these terms of use), you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced

(b) Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any right or license to such rights, whether by estoppel, implication or otherwise, and Customer acknowledges that it has no ownership interest in the Standup & Prosper Materials, or any derivatives, modifications, upgrades, updates, new versions, fixes, improvements or enhancements thereof or thereto.

(c) You hereby grant to Rhosys a non-transferrable (except in connection with an assignment of this Agreement), non-exclusive right to use the trademarks, service marks, trade names, and logo, whether registered or otherwise, in order to provide the Services, and acknowledge that Rhosys may use the Customer's name and logo for the purpose of identifying the Customer as a Customer of Rhosys products and/or services. Rhosys will cease using the Customer's name and logo upon written request.

8. Warranties; Disclaimer

(a) Customer represents and warrants that (i) it has the full corporate power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it has the necessary rights to enter into this Agreement and perform its obligations hereunder; (iii) this Agreement is a binding obligation upon it and, when executed by both parties, is enforceable in accordance with its terms; (iv) it will comply with all applicable laws, rules and regulations in the course of performing its obligations and exercising its rights under this Agreement; and (v) any Customer Content provided to Rhosys or otherwise used by either party in connection with this Agreement will not infringe, misappropriate or otherwise violate any right of any third party.

(b) ALL SERVICES, SOFTWARE AND OTHER Standup & Prosper MATERIALS PROVIDED BY RHOSYS ARE PROVIDED TO CUSTOMER "AS-IS" AND RHOSYS MAKES NO, AND DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING

FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. RHOSYS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS OR IN A SECURE MANNER. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAY AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RHOSYS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY LOSS OF DATA OR DAMAGES RESULTING THEREFROM. THE SERVICES MAY CONTAIN INDEPENDENT THIRD PARTY PRODUCTS AND RELY ON THEM TO PERFORM CERTAIN FUNCTIONALITY IN CONNECTION WITH THE SERVICES. RHOSYS MAKES NO WARRANTY AS TO THE OPERATION OF ANY THIRD PARTY PRODUCTS OR THE ACCURACY OF ANY THIRD PARTY INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RHOSYS OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE ANY WARRANTY.

9. Indemnification

(a) Customer will defend, indemnify, and hold harmless Rhosys, its affiliates, subsidiaries, and parent companies, together with each of their respective officers, directors, members, employees, agents, contractors, representatives, successors and assigns (each, a "Rhosys Indemnitee") against any and all losses, damages, liabilities, judgments, awards, penalties, interest, fines, costs, fees or expenses of whatever kind, including reasonable attorneys' fees, professional fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, which are incurred by any Rhosys Indemnitee arising out of any third party claim, demand, allegation, investigation, or other proceeding made in connection with or otherwise related to Customer's breach of any representation, warranty or covenant in this Agreement.

10. Limitation of Liability

(a) Standup & Prosper is not a replacement for correct security practices. We provide the Services on an "as is" basis without warranty of any kind, whether explicit or implied. We cannot ensure your services are completely protected and do not make any guarantees regarding the protection received. We are not responsible for poor practices or misuse of our Services and shall not be held liable for security related incidents regarding your account.

(b) Customer Responsibility. The failure or delay of Standup & Prosper in its performance of its obligations under the Agreement is excused to the extent such failure is a result of: (i) any act or omission of Customer or any entity or individual acting on Customer's behalf, including Customer's failure to perform (or cause to be performed) its obligations hereunder; (ii) unavailability of Customer's materials or systems, including those provided by third parties; (iii) the reliance of Rhosys on instructions, authorizations, approvals or other information from Customer's representative(s); or (iv) any act or omission of a third party not under the control of Rhosys. Rhosys will use commercially reasonable efforts to provide the Services notwithstanding such circumstances, and Customer will reimburse Rhosys for any additional charges and expenses incurred as a result thereof.

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL RHOSYS (OR ITS SUPPLIERS OR AFFILIATES) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, LOST PROFIT OR OTHER SIMILAR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RHOSYS'S TOTAL AGGREGATE LIABILITY FOR DAMAGES OF ANY NATURE UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO RHOSYS UNDER THE APPLICABLE ORDER DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. IN NO EVENT WILL RHOSYS HAVE ANY LIABILITY ARISING OUT ANY OF CUSTOMER CONTENT PROVIDED TO RHOSYS IN CONNECTION WITH THE SERVICES HEREUNDER.

11. Termination of Service

(a) Rhosys may terminate or suspend your right to access or use Standup & Prosper for any reason on appropriate notice. Rhosys may, in appropriate circumstances, terminate an account or subscriber to the Site if he or she is a repeat infringer. If you believe that an account or subscriber is a repeat infringer, please contact Standup & Prosper's support agent and provide information sufficient for us to verify that the account or subscriber is a repeat infringer. Termination may occur without warning for infractions with violate these terms. Such reasons may include but are not limited to:

- Lack of account usage
- Using Standup & Prosper in a way that is in not intended by Rhosys
- Attempting to circumvent our security protocols
- Attempting to identify how Standup & Prosper is protected for any reason
- Gaining access to other Standup & Prosper accounts for any reason other than intended ownership and usage
- Subverting compliance regulations by storing data in Standup & Prosper without Standup & Prosper approval or knowledge thereof

(b) Termination. Either party may terminate this Agreement by written notice to the other party in the event that (i) such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer pursuant to this section, Rhosys will refund Customer a pro-rata portion of any prepaid fees that cover the remainder of the applicable Order Form Subscription Term after the effective date of termination.

(c) Suspension. Rhosys may suspend the Services: (a) if Rhosys considers it necessary to prevent or terminate any actual or suspected use of the Services in violation of this Agreement; or (b) upon notice to Customer if (i) Customer commits a material breach of this Agreement, (ii) Rhosys reasonably determines that Customer's use of the Services is in excess of the license metrics paid for by Customer in the Order Form, or (iii) if there is a threat to the security and integrity of the hosted environment for the Services. Suspension of Services will be without prejudice to any rights or liabilities accruing before or during the suspension, including Customer's obligation to pay fees.

(d) Effect of Termination. Upon expiration or termination of this Agreement for any reason: (i) any fees, expenses and other amounts accrued and owed to Rhosys prior to termination or expiration of this Agreement will be immediately due and payable; (ii) all Customer access to the Services and licenses granted will immediately terminate; and (iii) Rhosys will have no obligation to maintain any Customer Content stored on behalf of Customer or to forward any Customer Content to any third party.

12. Changes to these Terms of Use

Rhosys will periodically update these Terms of Use. We know we will do this, because of spelling mistakes, new regulations that make no sense, as well as the fact we aren't perfect. Depending on the changes, we may or may not notify you, as no one wants Terms of Use update spam. If the changes are significant, you will likely receive an email from us. The most current version of Terms of Use will always be available on our website.

13. Entire Agreement

These Terms of Use, together with the Privacy Policy and any amendments and additional agreements you may enter into with Rhosys, shall constitute the entire agreement between you and Rhosys concerning the Service. If any provision of these Terms of Use is deemed invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Use will remain in full force and effect.

Contacting Us

If you have any questions related to these Terms of Use, reach out to legal@standup-and-prosper.com.

For questions related to the usage of our Services, refer to support.