

These Conditions of Use ("Conditions") apply to any use of Inflo's software and services, whether on a paid-for or free-to-use basis. The Conditions apply between the individual clicking to accept the Conditions ("the User" or "you") and Inflo Group Limited, a company registered under the laws of England & Wales with registration number 09912744 ("Inflo", "us", "we" or "our").

1 INTERPRETATION

1.1 The following capitalised terms used in these Conditions have the definitions set forth below and the following rules of interpretation apply to these Conditions.

"Accounting Firm" means the accounting firm or company that you work for;

"Contract" means the contract between the Accounting Firm and us for the provision of the Services, which consists of (1) the Order Form; and (2) the commercial terms which apply to paid-for software subscription services purchased from Inflo;

"Customer Input Data" means the data inputted by you, the Accounting Firm, or by us on your or the Accounting Firm's behalf, for the purpose of using the Services or facilitating your use of the Services, including any data uploaded by you which relates to an End Client;

"Data" means Customer Input Data and End Client Input Data;

"Data Privacy Statement" means the statement on our website regarding the privacy of Personal Data in relation to the Services and Software;

"Data Protection Legislation" all applicable data protection, privacy and electronic marketing legislation in force from time to time, including (but not limited to) the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), the European General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, and any codes of practice or legislation relating to the same.

"Deliverables" means any reports, analyses, statistics, templates, benchmarking reports and data reviews provided by us as part of the Services;

"Effective Date" has the meaning set out in Condition 2.3; End Client means the end user client of the Accounting Firm, in respect of each Inflo Engagement;

"End Client Input Data" means all data inputted directly by an End Client;

"End Client Terms" means the contract entered into between us and the End Client with respect to their use of the Software;

"Inflo Engagement" means a collection of Software Modules created and/or used by you;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Order Form" means the electronic order form agreed between Inflo and the Accounting Firm describing the fees and billing schedule in respect of the Software;

"Services" means the subscription services provided by us to you via the Software;

"Software" means the Inflo software application provided by us at <https://inflosoftware.com>, or such other website address, through which the Services and Deliverables are made available in each territory and of which you may be notified from time to time;

"Software Modules" means the modules available via the Software to be used in respect of a particular Inflo Engagement, as set out in the Order Form; and

"Virus" means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise or encrypting or transmitting the data); or adversely affect the user experience or adversely affect the user, including worms, Trojan horses, viruses, malware, spyware and other similar things or devices.

1.2 Clause headings shall not affect the interpretation of these Conditions.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.

1.6 Any words following the term including, include, in particular, for example or any similar expression shall be construed as illustrative only and shall not limit the sense of the words, description, phrase or term preceding those terms.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the Effective Date and shall include all subordinate legislation made as at the Effective Date under that statute or statutory provision.

1.8 Personal Data shall be interpreted and construed by reference to Data Protection Legislation.

2 Your obligations

2.1 By registering to use the Services via the Software, you agree to these Conditions, which will bind you. If you do not agree to these Conditions on registering to use the Services via the Software, we will not be able to provide the Services to you.

2.2 These Conditions apply to you to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 These Conditions will become effective on the date when we send you an acknowledgment of your subscription for the Services via the Software (Effective Date).

2.4 You expressly agree that unless we agree otherwise in writing, once you have subscribed to the Services, you will have no ability to identify and correct any input errors. You are responsible for ensuring that all information is correct and error free at the point of subscription.

2.5 You shall not allow any individual other than you to use the Services or the Deliverables.

2.6 You shall ensure that you shall keep a secure password for your use of the Services and Deliverables and that you shall keep your password confidential.

2.7 You are responsible for all use of the Services under your login account, regardless of whether the use is with your permission.

2.8 You acknowledge that we will be able to view a record of your activity and all Data.

2.9 You shall not transmit any Viruses to or via the Software or access, store, or distribute or any other material on or through the Software that:

2.9.1 is or may be unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.9.2 facilitates illegal activity;

2.9.3 depicts sexually explicit images;

2.9.4 promotes unlawful violence;

2.9.5 is fraudulent, in breach of regulatory requirements and applicable laws;

2.9.6 is discriminatory based on any protected characteristic including race, gender, colour, religious belief, sexual orientation, disability; or

2.9.7 is in a manner otherwise illegal or causes damage or injury to any person or property.

2.10 We reserve the right, without liability or prejudice to our other rights, to disable your access to any material that breaches any provision of the Contract.

2.11 You shall not:

2.11.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(a) and except to the extent expressly permitted under the Contract, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Deliverables (as applicable) in any form or media or by any means; or

(b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(c) access all or any part of the Services in order to build a product or service which competes with the Services or has substantially similar functionality to the Services whether for commercial purposes or for your own internal use; or

(d) use the Services and/or Deliverables to provide services to any third parties which are not End Clients under an Info Engagement; or

(e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services or Deliverables available to any third party; or

(f) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Deliverables, other than as provided under this Condition 2.

2.12 You shall use all reasonable efforts to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify us.

2.13 You shall:

2.13.1 provide us with all necessary access to such information as may be required by us to provide the Services, including Customer Input Data, names and details of those to be set up as additional users, details of the accounting standards you adopt and details of your IT systems;

2.13.2 comply with all applicable laws, regulations and all relevant regulatory and professional service standards with respect to your activities under the Contract and your services being delivered to End Clients;

2.13.3 carry out all other responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary;

2.13.4 obtain and shall maintain any necessary licences, consents, and permissions which we require from you to perform our obligations under the Contract, including without limitation the Services;

2.13.5 be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres, and for any and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the User's network connections or telecommunications links or caused by the internet;

2.13.6 provide us from time to time with such details as we request regarding your processes and methodologies, testing approaches and sampling calculations used by you to perform your services to End Clients; and

2.13.7 notify us with immediate effect prior to you making any changes to your processes, methodologies, testing approaches and sampling calculations.

2.14 The use of an Inflo Engagement to obtain End Client Input Data will, in each case, be subject to the End Client having agreed to the End Client Terms with us, and that agreement remaining in force at all times during which the Accounting Firm is providing services to the End Client which relate to the relevant Inflo Engagement. If an End Client does not agree to the End Client Terms, the Software will be unable to receive End Client Input Data. The Services cannot be applied with respect to any services which the Accounting Firm is providing for that End Client for which a Software Module reliant upon End Client Input Data is to be used.

2.15 Where an End Client is not already a user of the Software, you will be required to provide such information on that End Client as is required to for the provision of the Services, including the contact email address for that End Client, for us to contact the End Client directly so as to create a profile for that End Client and ensure execution of the End Client Terms.

2.16 You must use the latest version of the Software and accept all updates to the Software. We do not customise the Software to specific customers. If we carry out any customisation, this will be subject to a separate contract between Inflo and the Accounting Firm.

2.17 You hereby assign to us all Intellectual Property Rights in any content created by you as a modification or alteration to any of the Deliverables. This assignment shall be effective from the point at which such materials are uploaded to the Software.

2.18 You must not transfer via the Software or otherwise transfer to us any Personal Data other than the Personal Data required to enable you to access and use the Services via the Software.

3 PERSONAL DATA

3.1 We shall, in providing the Services, comply with our Data Privacy Statement as such document may be amended from time to time by us in our sole discretion.

4 GOVERNING LAW AND JURISDICTION

4.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of New York. The parties irrevocably agree that the state and federal courts

located in New York, New York shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).