

CUSTOMER TERMS

1.INTERPRETATION

1.1 In these terms:

Applicable Laws – means all applicable laws (whether civil, criminal or administrative), common laws or civil codes, legislation, subordinate legislation, treaties, regulations, directives and bye-laws in any jurisdiction, in each case for the time being in force (whether before, on or after the date of this agreement);

Contract means each binding agreement for the supply of Goods/Services;

Customer means the person whose order for Goods/Services is accepted by Good Monday;

Good Monday means GoodMonday Ltd (registered number: 12360943) whose registered office is at 82 Rivington Street, London, England, EC2A 3AZ;

Order means an order received from a Customer over the Platform for the provision of the Goods/Services in accordance with these Terms and Conditions;

Order Confirmation means confirmation given by Good Monday to the Customer, accepting the Customer's Order;

Platform means Good Monday's online platform used to conclude Contracts and manage the Goods/Services;

Platform Account means a Customer's user account to access the Platform;

Goods/Services means the goods or goods/services described in the Contract;

Sky Is The Limit Service means an ad hoc Contract for Goods/Services;

Subscription means a Contract for recurring Goods/Services,
and words defined in the Contract shall have the same meaning in these terms.

1.2 References to legislation shall be construed to include references to future re-enactments and modifications from time to time.

1.3 Headings to clauses shall not affect their meaning.

1.4 Words and phrases like "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words.

CONTRACTS

These terms shall apply to all supplies of Goods/Services by Good Monday to the Customer, whether directly by Good Monday or through a service provider. No Order shall be binding and no Contract shall arise until the Customer receives an Order Confirmation or the commencement of the Goods/Services provision. Each Contract shall comprise these terms, the Order, the Order Confirmation and any additional terms that are agreed as applicable.

If any Contract contains provisions which conflict with these terms, those provisions of the Contract will prevail to that extent, except nothing shall prevail over the exclusions and limitations of Good Monday's liability in these terms unless the provision expressly refers to those exclusions and states that it prevails over them.

PAYMENT

The price of the Goods/Services shall be as set out in an Order Confirmation.

The price and other sums payable shall be exclusive of any applicable VAT or other taxes and duties, which shall be payable in addition.

Payment shall be:

for a Subscription:

a fixed fee billed in advance on a recurring, periodic basis and withdrawn from a Customer's credit card within 30 days of the date of invoice; or

a bank transfer which must be made by the Customer within 30 days of the date of invoice; or

for Sky Is The Limit Goods/Services:

billed and withdrawn from the Customer's credit card once the Goods have been delivered or service provision has begun; or

a bank transfer which must be made by the Customer within 8 days of the date of invoice.

Payment shall be due without any set off, withholding, deduction, abatement or counter-claim.

Where Good Monday has undertaken to arrange for carriage it shall do so as agent for the Customer and shall charge for delivery and any transit insurance.

All prices for Goods/Services are adjusted annually on 1 January in line with changes to the Consumer Prices Index ("CPI"), or 3% per annum, whichever is higher, or any similar index which replaces the CPI.

If the Customer fails to make payment when due, Good Monday may charge interest at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 which shall accrue daily (both before and after any judgement) and shall be compounded quarterly.

DELIVERY AND ACCEPTANCE

Times for delivery or performance are estimates only and, except by operation of law or as otherwise agreed, time shall not be of the essence. We will aim to deliver Goods within normal working hours (9am - 4pm) to the curb of the address set out in the Contract. As a general rule, goods are not carried higher than ground level.

The Customer shall be deemed to have accepted Goods/Services 3 days after their delivery or upon the commencement of performance. After acceptance the Customer shall not be entitled to reject Goods/Services which are not in accordance with the Contract.

Any detailed delivery terms will be as specified in the Contract.

PLATFORM ACCOUNT MANAGEMENT

In order to place an Order and enter into a Contract, the Customer must sign up for a Platform Account.

The Customer is responsible for protecting their password and any other information used to access their Platform Account. The Customer alone is accountable for any activity through their account (unless Good Monday is directly responsible for that activity without the Customer's instructions). If the Customer observes any unauthorized access to their Platform Account, they must notify Good Monday at once.

Good Monday may send notifications to the email address which is linked to the Platform Account. It is therefore important that contact details, payment details and email addresses are up to date. Platform Accounts are controlled by the employee/contact person whose email address is registered.

Good Monday may appoint a customer success representative (a "CSR"). In order to provide better service, the CSR may review the Customer's use of the Platform and content.

By accepting these terms of conditions, the Customer agrees that Good Monday may act on its behalf in relation to the Goods/Services in order to improve service to the Customer or to place Orders which the Customer has asked for in person or via phone.

SUSPENSION & TERMINATION OF SERVICES

The Customer may cancel their Platform Account at any time, save for where the Customer has entered into a Contract for a Subscription, in which case the Customer shall give at least 30 days' notice of cancellation.

The Customer may be entitled to put a Subscription on hold, subject to the prior written approval of Good Mondays.

Good Monday may terminate a Platform Account or a Contract at the end of a month by providing at least 30 days' prior written notice. Good Monday may also suspend the Customer's access to the Platform if the Customer breaches these terms and conditions. In case of late payment Good Monday may suspend the Platform Account without warning until payment has been made. In case of continuous non-payment, Good Monday may cancel your Platform Account.

For the avoidance of doubt, any cancellation of a Platform Account will result in the termination of all Contracts.

ACCEPTABLE USES

The Customer agrees to follow all Applicable Laws in relation to the use of the Platform and receipt of the Goods/Services.

The Customer represents and guarantees that:

- it shall not acquire, access or use the Platform or Goods/Services for the reasons of establishing a competing, disruptive or similar service to the Platform or Goods/Services, or in any other way use the information and knowhow gained through the Platform and Goods/Services to compete with or disrupt the service offered by Good Monday or the service provider; and

it shall not resell the Goods/Services unless it has the written agreement of Good Monday. The Customer will comply with all rules, policies and procedures provided by Good Monday from time to time.

Where machines/materials are provided by Good Monday to the Customer which are not owned by the Customer, the Customer shall, at its own cost, obtain and maintain in force during the term of this Agreement and for a period of 6 years thereafter insurance coverage up to the replacement value of the relevant machines/materials.

CHANGES AND UPDATES

Good Monday may amend these terms from time to time, with any such change being effective from the date the amended terms are uploaded to our website goodmonday.io.

Good Monday may change or discontinue the Goods/Services from time to time. The Customer will be given 30 days' notice of any such change or discontinuation.

RISK , PROPERTY, SUSPENSION, CANCELLATION

Risk of loss or damage to the Goods shall pass to the Customer at the time of delivery of the Goods. Ownership of the Goods, will only pass to the Customer, once the Customer has paid in full for those Goods and VAT thereon, and all other sums due from the Customer to Good Monday at that time.

Should the Customer have Goods in its possession but not its ownership, the Customer:

- will hold those Goods on a fiduciary basis as Good Monday's property and on Good Monday's behalf as bailee for Good Monday;

- may use those Goods on its own account in its ordinary course of trade, but this right will terminate immediately (without prejudice to Good Monday's other rights) if any step occurs towards any of the Insolvency Events as mentioned in clause 9.4 below;

- may not otherwise deal with, pledge, encumber, sell or dispose of those Goods.

If the Customer becomes insolvent, is unable to pay its debts, ceases to trade, has a receiver appointed over any of its assets, has an administrator appointed, enters into any composition with creditors generally, or is wound up ("Insolvency Events") or any step is taken towards any of the Insolvency Events or if the Customer is overdue in any payment due, all sums shall become immediately due and payable and Good Monday may, by immediate notice to the Customer, terminate the Customer's right (if still subsisting) to use or resell the Goods/Services it does not own, terminate the Contract, suspend or cancel any deliveries, and Good Monday shall be entitled upon demand to the immediate recovery of all those Goods/Services . The Customer irrevocably gives Good Monday authority to enter any place to recover those Goods/Services. Such recovery shall not cancel the Customer's obligation to pay the price for those Goods/Services, provided that Good Monday shall make a fair allowance for the value of any Goods/Services which Good Monday has recovered.

CONFIDENTIALITY

Each party shall treat as confidential any confidential information ("Confidential Information") of the other and shall not divulge such Confidential Information to a third party nor make any use of such Confidential Information (other than in performance of this Agreement) without the other's written consent.

Nothing in this Agreement shall prevent a party from disclosing information:

- to those of its officers and employees reasonably required to have the same in order for such party to perform its obligations under this Agreement provided that such party shall procure that such officers and employees comply with the provisions of this clause;
- to its solicitors, accountants, surveyors, insurers and other professional advisors under an obligation of confidentiality; and
- as is required to be disclosed by a party by an order of any court of competent jurisdiction or in connection with any proceedings of any such court or otherwise by force of law or regulation having the force of law or the rules of any regulatory authority.

The Customer permits Good Monday to make reference to the Customer as a customer of Good Monday in Good Monday's publicity materials.

QUALITY, WARRANTIES, EXCLUSIONS ON LIABILITY

If the Customer notices a defect in the goods or Goods/Services, they must inform Good Monday immediately (an "Immediate Notification").

Provided Good Monday receive an Immediate Notification, if any of the Goods/Services do not conform to any applicable statutory or other warranties or other terms, Good Monday (or, as the case may be, the service provider) will, at its option, repair or replace those Goods/Services or make, so far as is fair, a refund of all or a part of the price. If Good Monday complies with this obligation, it shall have no further liability in respect of, or arising from, such non-conformity.

Good Monday shall have no liability however arising for all claims in total, in excess of the price payable (exclusive of VAT and other taxes and duties) by the Customer for the Goods/Services under the Contract giving rise to the claim.

Notwithstanding any other provision of the Contract, but subject to clause 11.8, Good Monday shall have no liability however arising out of or in connection with the Contract and/or the supply of the Goods/Services for any:

direct or indirect loss of or damage to:

- profit;
- revenue;
- business;
- contract;
- opportunities;
- anticipated savings;
- data;
- goodwill;
- reputation;

use;
indirect or consequential loss or damage;
claim arising out of a claim against the Customer by a third party;
loss or damage arising due to the actions or omissions of Good Monday's employees or sub-contractors; or
loss or damage caused by fire, scorching or explosion.

The parties agree that each of the sub-clauses in clause 11.4 and each of the sub-paragraphs 11.4.1(a) to 11.4.1(j) in sub-clause 11.4.1 constitute separate terms and the introductory wording of clause 11.4 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause or sub-paragraph is unenforceable for any reason, such unenforceability shall not affect any other provision within clause 11.4 or otherwise.

The term "however arising" when used or referred to in clause 11 covers all causes and actions giving rise to the liability of Good Monday arising out of or in connection with the Contract and/or the Goods/Services including (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Contract) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; or (iii) whether caused by any total or partial failure or delay in supply of Good Monday or defective Goods/Services .

The exclusions and limitations of liability contained in these terms and in the Contract shall apply regardless of whether the loss or damage was foreseeable or whether the Customer notifies Good Monday of the possibility of any greater loss or damage, but shall not apply to the extent prohibited or limited by law and, in particular, nothing in the Contract shall affect liability for death or personal injury caused by negligence or for fraudulent misrepresentation or other fraud.

FORCE MAJEURE

Good Monday shall have the right to suspend delivery and/or cancel or reduce the volume of the Goods/Services to be supplied and shall not be liable in any way for loss, damage or expense arising directly or indirectly from this, or any other failure or delay in Good Monday's performance of the Contract, to the extent that this has been caused by any circumstance beyond Good Monday's reasonable control, including industrial disputes (whether or not involving employees of Good Monday) or failure or delays by Good Monday's suppliers.

TRANSFERS

Good Monday may perform any of its obligations or exercise any of its rights under the Contract itself or through any subcontractor.

Good Monday may at any time assign, transfer, charge or deal in any other manner with any of its rights hereunder, and may sub-contract any or all of its obligations under the Contract.

The Customer shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under the Contract without the prior written consent of Good Monday.

GENERAL

The Customer acknowledges that it does not rely on, and shall have no remedy in respect of, any representation, whether negligent or not, of any person which is not expressly set out in the Contract, and it shall not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement, representation, warranty or other term which is expressly set out in the Contract.

Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with the Contract or by law shall not constitute a waiver of such right or remedy or of any other rights or remedies.

Any invalidity or unenforceability of a provision shall not affect the validity or enforceability of any other provision.

INDEMNITY

The Customer shall indemnify Good Monday at all times against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by Good Monday arising out of or in connection with any claim which arises from in the Customer's breach of this Agreement (except to the extent caused by the negligence or other default of Good Monday).

The Customer's employees and/or workers ("Customer's Personnel") shall not be and shall not be deemed to be employees or workers of Good Monday or any service provider. All of the Customer's Authorised Personnel shall be managed by the Customer in accordance with the Customer's prescribed employment practices and procedures.

If:

notwithstanding clause 15.2 of this Agreement the contract of employment of any Customer's Personnel transfers to or is alleged to be with, Good Monday or any service provider; or

the contract of employment of any employees or workers of any service provider transfers to or is alleged to be with, Good Monday or the Customer,

by operation of law or regulation, the Customer shall indemnify Good Monday against all claims, liabilities, costs and expenses incurred by Good Monday or any service provider as a result of this, including costs of employment, costs of termination of employment and any other costs otherwise arising from actual or alleged Applicable Law.

PERSONAL DATA

In the event of any processing of personal data in connection with this Agreement, the parties agree to comply with the requirements of the GDPR.

To the extent that either Good Mondays or the Customer is acting as processor in respect of such personal data, that party agrees to comply with the obligations of a processor set out in Article 28(3) of the GDPR and this Agreement shall be deemed to include those obligations and impose them on the relevant party.

“Controller”, “data subject”, “personal data”, “process”, “processor” and “supervisory authority” shall, for the purposes of this clause 15.1, have the meanings set out in the General Data Protection Regulation (Regulation (EU) 2016/679), or similar legislation as implemented under English law (including any national implementing laws, regulations and secondary legislation), in each case as applicable and in force in the United Kingdom from time to time (“GDPR”).

GOVERNING LAW AND JURISDICTION, DISPUTES

The Contract shall be construed in accordance with the law of England and Wales. The parties submit to the exclusive jurisdiction of the Courts of England and Wales.

If any dispute or difference arises between Good Monday and the Customer, in connection with the Goods/Services or any Contract, the senior management of the parties shall meet in good faith to try and resolve the dispute.

Failing resolution of the dispute or difference by the senior management, either of the parties may submit the dispute or difference to the English courts.

CONTACT INFORMATION

If you have any questions about these terms, please contact us at hello@goodmonday.io.