

Wayfinder Terms of Service

Effective Date: 1 February 2025 **Last Updated:** 1 February 2025

1. Introduction

These Terms of Service constitute a legally binding agreement between you and Appvia Ltd, incorporated in England and Wales under company number 10653692, with registered office at Cap House Ground Floor, 9-12 Long Lane, London, England, EC1A 9HA.

These Terms govern your access to and use of the Wayfinder platform, including associated services, features, content, and applications (the "Service").

By accessing or using the Service, you agree to be bound by these Terms. If you represent a company or legal entity, you represent having authority to bind that entity. "You" or "Customer" refers to such entity if applicable. If you lack such authority or disagree with these Terms, you must not use the Service.

Please read these Terms carefully before using the Service, as they contain important information about your legal rights, remedies, and obligations.

2. Definitions

- **"Authorised Users"** means employees or officers authorized by Customer to use the Service
- **"Business Day"** means any day except Saturday, Sunday, or English public holidays
- **"Confidential Information"** means proprietary or confidential information clearly labeled or reasonably understood as such
- **"Customer Data"** means all data, information, and content you or Authorised Users provide and process through the Service
- **"Documentation"** means user guides, help documentation, and materials provided by Appvia
- **"Intellectual Property Rights"** means patents, inventions, copyright, trademarks, designs, database rights, and confidentiality rights
- **"Subscription Term"** means the period during which you access the Service as specified in your subscription

3. Account Registration

3.1 Account Creation

You must create an account by providing accurate, complete, and current information. You agree to maintain and promptly update account information.

3.2 Account Security

You are responsible for:

- Maintaining confidentiality of account credentials
- All activities occurring under your account
- Notifying us immediately of unauthorized access or use
- Ensuring Authorised Users comply with these Terms

3.3 Account Administrator

The individual who creates the account becomes the account administrator with authority to manage Authorised Users and account settings.

4. Free Trial

4.1 Trial Period

We may offer a 14-day free trial for new customers with access to specified Service features.

4.2 Trial Conversion

At trial end:

- If you provided payment details, your subscription automatically converts to paid at the applicable rate
- If you provided no payment details, access suspends until you subscribe to a paid plan
- You may cancel anytime during trial without charge

4.3 Trial Limitations

We reserve the right to modify, suspend, or discontinue the free trial offer without notice. Each customer is limited to one free trial.

5. Subscription and Billing

5.1 Subscription Plans

The Service is offered under various subscription plans as described on our pricing page, each with different features, usage limits, and pricing.

5.2 Fees and Payment

- Subscription fees are payable in advance monthly or annually as selected at purchase
- All fees are stated in pounds sterling (GBP) and exclude VAT, added at applicable rates
- Payment is due within 30 days of invoice

- We accept credit card, debit card, or bank transfer

5.3 Automatic Renewal

Subscriptions automatically renew for successive equal-duration periods unless you cancel before renewal. We notify you before price changes take effect.

5.4 Late Payment

If payment is not received by the due date, we may:

- Charge interest on overdue amounts at 3% above the Bank of England base rate
- Suspend Service access until payment is received
- Terminate your subscription per these Terms

5.5 Refunds

Subscription fees are non-refundable except as required by applicable law. If you cancel during a subscription period, you retain access until period end.

6. Service Access and Use

6.1 Licence Grant

Subject to compliance with these Terms and payment of applicable fees, we grant you a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Service during the Subscription Term solely for internal business purposes.

6.2 Service Availability

We aim to provide reliable Service access but do not guarantee uninterrupted availability. Occasional maintenance or updates may temporarily affect access.

6.3 Updates and Modifications

We may update, modify, or enhance the Service. We provide reasonable notice of material changes that may adversely affect your use.

6.4 Support

Support is provided per your subscription plan. Details about support levels and response times are available on our website or upon request.

7. Acceptable Use

7.1 Permitted Use

You may use the Service only for lawful purposes in accordance with these Terms and Documentation.

7.2 Prohibited Activities

You shall not, and shall ensure Authorised Users do not:

- Use the Service for unlawful purposes or in violation of applicable laws or regulations
- Attempt unauthorized access to the Service, other accounts, or computer systems
- Interfere with or disrupt Service integrity or performance
- Transmit viruses, malware, or other harmful code
- Reverse engineer, decompile, disassemble, or derive the Service source code
- Copy, modify, or create derivative works of the Service
- Resell, sublicense, or provide the Service to third parties without written consent
- Use the Service to build competing products or services
- Remove or alter proprietary notices or labels
- Use the Service in ways damaging our reputation or goodwill
- Circumvent access controls or usage limits

7.3 Enforcement

We reserve the right to investigate and take appropriate action against violations, including Service access suspension or termination.

8. Customer Data

8.1 Ownership

You retain all rights, title, and interest in your Customer Data. We claim no ownership rights over it.

8.2 Licence to Use

You grant us a limited license to use, process, and store your Customer Data solely to provide the Service and as otherwise permitted under these Terms.

8.3 Your Responsibilities

You are responsible for:

- Accuracy, quality, and legality of your Customer Data
- Ensuring you have necessary rights and consents to provide Customer Data to us

- Ensuring your Customer Data does not infringe third-party rights
- Maintaining appropriate backups of your Customer Data

8.4 Data Protection

We process personal data per our Privacy Policy and applicable data protection laws, including UK GDPR and the Data Protection Act 2018. Enterprise customers may request a Data Processing Agreement.

8.5 Data Location

All Customer Data is stored and processed within the United Kingdom.

9. AI Features

9.1 AI-Powered Functionality

The Service includes AI-powered features designed to assist with platform operations, analysis, and automation.

9.2 No Training on Customer Data

We do not use your Customer Data to train our AI models. Your data remains yours and is used solely to provide the Service.

9.3 AI Output

While we strive for accurate and helpful AI-powered features, you acknowledge that:

- AI outputs should be reviewed before relying on them for critical decisions
- We do not guarantee accuracy, completeness, or suitability of AI-generated outputs
- You are responsible for your use of AI-generated outputs

10. Intellectual Property

10.1 Our Intellectual Property

The Service, including software, technology, designs, documentation, and other materials, is owned by Appvia or its licensors and protected by copyright, trademark, and other intellectual property laws. Nothing in these Terms transfers ownership rights to you.

10.2 Feedback

If you provide feedback, suggestions, or ideas regarding the Service, you grant us a perpetual, irrevocable, royalty-free licence to use, modify, and incorporate such feedback without restriction or compensation.

10.3 Trade Marks

Wayfinder and Appvia are Appvia Ltd trademarks. You may not use our trademarks without prior written consent.

11. Confidentiality

11.1 Protection of Confidential Information

Each party agrees to:

- Maintain confidentiality of the other party's Confidential Information
- Use Confidential Information only for these Terms purposes
- Not disclose Confidential Information to third parties without consent
- Take reasonable measures to protect Confidential Information

11.2 Exceptions

Confidential Information does not include information that is:

- Publicly available through no fault of the receiving party
- Already known to the receiving party at disclosure time
- Lawfully obtained from a third party without restriction
- Independently developed without using Confidential Information
- Required to be disclosed by law or court order

12. Limitation of Liability

12.1 Exclusions

Nothing in these Terms excludes or limits our liability for:

- Death or personal injury caused by our negligence
- Fraud or fraudulent misrepresentation
- Any other liability that cannot be excluded or limited by law

12.2 Exclusion of Certain Losses

Subject to clause 12.1, we are not liable for:

- Loss of profits, sales, business, or revenue
- Loss of anticipated savings
- Loss of or damage to goodwill
- Loss of use or corruption of software, data, or information

- Any indirect, special, or consequential loss

12.3 Liability Cap

Subject to clauses 12.1 and 12.2, our total aggregate liability shall not exceed the greater of:

- The fees paid by you in the preceding 12 months; or
- Ten thousand pounds sterling (GBP 10,000)

12.4 Service Provided "As Is"

Except as expressly stated in these Terms, the Service is provided on "as is" and "as available" basis. To the fullest extent permitted by law, we disclaim all warranties, whether express, implied, or statutory.

13. Indemnification

13.1 Our Indemnification

We shall indemnify you against damages awarded regarding claims that your Service use per these Terms infringes any UK patent, copyright, or trademark, provided you notify us promptly, give us sole defense control, and cooperate with us.

13.2 Exceptions

We have no obligation under clause 13.1 if the claim arises from:

- Service modification by anyone other than us
- Your Service use contrary to these Terms
- Service combination with products or services not provided by us

13.3 Remedies

If the Service becomes or is likely to become the subject of an infringement claim, we may at our option:

- Procure the right for you to continue using the Service
- Modify the Service to become non-infringing
- Terminate your subscription and refund prepaid fees for remaining Subscription Term

14. Term and Termination

14.1 Term

These Terms commence when you first access the Service and continue until terminated per this clause.

14.2 Termination by You

You may terminate your subscription anytime by providing notice through account settings or by contacting us. Termination takes effect at the current billing period end.

14.3 Termination by Us

We may terminate or suspend Service access immediately if:

- You breach any material Terms provision
- You fail to pay fees when due and don't remedy within 30 days of notice
- You become insolvent or enter administration, liquidation, or similar proceedings
- We are required to do so by law

14.4 Effect of Termination

Upon termination:

- Your Service access right immediately ceases
- You must pay all outstanding fees
- We will delete your Customer Data within 30 days, unless you request return within 14 days of termination
- Provisions that should survive termination continue to apply

15. Changes to Terms

We may update these Terms occasionally. We notify you of material changes by email or Service at least 30 days before changes take effect.

If you disagree with updated Terms, you may terminate your subscription before changes take effect. Your continued Service use after the effective date constitutes acceptance of updated Terms.

16. General Provisions

16.1 Governing Law

These Terms and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

16.2 Jurisdiction

The courts of England and Wales have exclusive jurisdiction to settle disputes arising from or connecting to these Terms.

16.3 Entire Agreement

These Terms, together with our Privacy Policy and any Order Form, constitute the entire agreement regarding the Service and supersede all prior agreements.

16.4 Assignment

You may not assign or transfer these Terms without prior written consent. We may assign these Terms to an affiliate or in connection with merger, acquisition, or asset sale.

16.5 Severability

If any Terms provision is found invalid or unenforceable, remaining provisions continue in full force and effect.

16.6 Waiver

Our failure to enforce any Terms right or provision will not be deemed a waiver of such right or provision.

16.7 Force Majeure

We are not liable for failures or delays due to circumstances beyond reasonable control, including natural disasters, war, terrorism, riots, embargoes, civil or military authority acts, fire, floods, accidents, epidemics, or strikes.

16.8 Third Party Rights

These Terms do not confer rights on any person or party other than you and us under the Contracts (Rights of Third Parties) Act 1999.

16.9 Notices

Notices to you are sent to your account email address. Notices to us should be sent to contact details provided below.

17. Contact Us

Appvia Ltd

Address: Cap House Ground Floor, 9-12 Long Lane, London, EC1A 9HA, United Kingdom

Company Number: 10653692

Email: legal@appvia.io

Website: www.getwayfinder.io

These Terms of Service are effective as of 1 February 2025.