

DISCOVER DIGITAL SOLUTIONS LIMITED

TERMS AND CONDITIONS FOR FLOWELLA PLATFORM SERVICES

G-Cloud 15

1. DEFINITIONS

Agreement means the Call-Off Contract, the Order and these Terms and Conditions.

Applicable Data Protection Laws means the UK GDPR, the Data Protection Act 2018, and any other applicable data protection legislation.

Buyer means the public sector organisation purchasing Services under the G-Cloud 15 Framework.

Buyer Data means all data provided by or on behalf of the Buyer or collected via WhatsApp Flows.

Call-Off Contract means the contract formed under the G-Cloud 15 Framework Agreement.

Fees means the charges for the Services as set out in the Order and/or Pricing Document.

Flowella Platform means the Flowella SaaS platform for WhatsApp Flow creation and management.

Meta means Meta Platforms, Inc. and its affiliates, provider of the WhatsApp Business API.

Meta Terms means Meta's terms of service applicable to the WhatsApp Business API.

Services means the Flowella platform subscription and related consultancy services.

Supplier means Discover Digital Solutions Limited.

WhatsApp Conversation Fees means the per-conversation charges levied by Meta for WhatsApp Business API usage.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence on the date specified in the Call-Off Contract and continue for the term specified therein, unless terminated earlier.

2.2 The Agreement is subject to the G-Cloud 15 Framework Agreement. In the event of conflict, the order of precedence shall be: (a) Call-Off Contract; (b) Framework Agreement; (c) these Terms and Conditions.

3. SUPPLIER'S RESPONSIBILITIES

3.1 The Supplier shall provide the Flowella Platform with reasonable skill and care and in accordance with the Service Definition Document.

3.2 The Supplier shall use reasonable endeavours to maintain platform availability of 99.9%.

3.3 The Supplier shall provide support in accordance with the agreed support level.

3.4 The Buyer acknowledges that the WhatsApp Business API is provided by Meta and is subject to Meta Terms. The Supplier shall not be liable for any failure, limitation, or policy change by Meta.

4. BUYER'S OBLIGATIONS

4.1 The Buyer shall:

- (a) maintain a valid Meta Business Account and WhatsApp Business API access;
- (b) register a valid payment method with Meta for WhatsApp Conversation Fees;
- (c) comply with Meta Terms and WhatsApp Business policies;
- (d) obtain appropriate consent from data subjects before sending WhatsApp messages;
- (e) ensure message templates comply with Meta's content policies;

- (f) provide accurate information for platform configuration;
- (g) co-operate with the Supplier in all matters relating to the Services.

4.2 The Buyer is solely responsible for WhatsApp Conversation Fees charged by Meta.

5. THIRD-PARTY SERVICES

5.1 The Buyer acknowledges that the Services depend on third-party platforms including Meta (WhatsApp Business API) and connected CRM/form tools (HubSpot, Google Forms, Typeform, SurveyMonkey).

5.2 The Supplier is not responsible for the availability, performance, or policies of third-party platforms.

5.3 Changes to Meta's WhatsApp Business API, pricing, or policies are outside the Supplier's control and may affect the Services.

6. FEES AND PAYMENT

6.1 The Buyer shall pay the Fees in accordance with the Order and Pricing Document.

6.2 Platform subscription fees are invoiced monthly in advance.

6.3 Consultancy services are invoiced as agreed in the Order.

6.4 All Fees are exclusive of VAT, which shall be added where applicable.

6.5 WhatsApp Conversation Fees are billed directly by Meta and are not included in Supplier Fees.

6.6 Standard payment terms are 30 days from invoice date unless otherwise agreed.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Supplier retains all intellectual property rights in the Flowella Platform.

7.2 The Buyer retains all intellectual property rights in Buyer Data.

7.3 Meta retains all intellectual property rights in the WhatsApp Business API and WhatsApp branding.

7.4 The Supplier grants the Buyer a non-exclusive licence to use the Flowella Platform for the duration of the Agreement.

8. DATA PROTECTION

8.1 Both parties shall comply with Applicable Data Protection Laws.

8.2 Buyer Data collected via WhatsApp Flows is synced to the Buyer's connected CRM/form systems. The Buyer is the data controller for this data.

8.3 The Supplier processes data only as necessary to provide the Services and in accordance with the Buyer's instructions.

8.4 WhatsApp messages are end-to-end encrypted by Meta's infrastructure.

8.5 Data is stored in the United Kingdom (Azure UK South).

8.6 The Supplier shall notify the Buyer without undue delay of any personal data breach affecting Buyer Data.

9. CONFIDENTIALITY

9.1 Each party shall keep confidential all Confidential Information of the other party.

9.2 This obligation shall survive termination for a period of five years.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be limited by law.

10.2 Subject to clause 10.1, the Supplier's total aggregate liability shall not exceed the greater of: (a) Fees paid in the 12 months preceding the claim; or (b) £50,000.

10.3 The Supplier shall not be liable for any indirect, special or consequential loss, loss of profits, or loss of data.

10.4 The Supplier shall not be liable for any failure, unavailability, policy change, or limitation of Meta's WhatsApp Business API or any other third-party service.

10.5 The Supplier shall not be liable for WhatsApp Conversation Fees or any charges levied by Meta.

11. TERMINATION

11.1 Either party may terminate with immediate effect by written notice if the other party commits a material breach and fails to remedy it within 14 days of written notice.

11.2 The Supplier may terminate if the Buyer fails to pay any sum due within 14 days of a written reminder.

11.3 On termination, Buyer Data in connected CRM/form systems remains accessible to the Buyer. The Buyer retains ownership of their Meta Business Account and WhatsApp number.

12. CONSEQUENCES OF TERMINATION

12.1 On termination: (a) the Buyer shall pay all outstanding invoices; (b) Flowella platform access is revoked; (c) Buyer Data in connected systems remains with the Buyer.

12.2 Clauses 7, 8, 9, 10, 12, and 16 shall survive termination.

13. FORCE MAJEURE

13.1 Neither party shall be liable for failure to perform obligations due to circumstances beyond reasonable control, including acts of God, war, pandemic, government action, or failure of third-party services including Meta.

14. GENERAL PROVISIONS

14.1 **Assignment:** The Buyer shall not assign without prior written consent.

14.2 **Variation:** No variation shall be effective unless in writing and signed by both parties.

14.3 **Severance:** If any provision is found invalid, the remaining provisions continue in force.

14.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties.

14.5 **Third Party Rights:** No third party has rights under this Agreement.

15. DISPUTE RESOLUTION

15.1 The parties shall attempt to resolve disputes through good faith negotiation.

15.2 If unresolved within 30 days, either party may refer the dispute to mediation under CEDR.

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement shall be governed by the laws of England and Wales.

16.2 The courts of England and Wales shall have non-exclusive jurisdiction.

Discover Digital Solutions Limited

Platform: flowella.io | Company: discoverdigital.com