



Terms of Service

Welcome to Zelt. Please read the Service Terms and Conditions below (our "**Terms**") carefully as they contain the legal terms and conditions that govern your access and use of the Service or Professional Services provided by Zelt Technology Limited ("**Zelt**"). The term "**Customer**" means the individual or entity that registers for or uses the Services (defined below).

When you indicate agreement to the Agreement (defined below), you represent and warrant that you are authorised to execute, deliver, and bind the Customer to the Agreement, and to act as the Customer's agent in connection with the Agreement. The "**Effective Date**" of the Agreement is the earlier of the date you (a) begin using the Services, or (b) complete an Order. Zelt is not willing to provide the Services on any terms other than those in this Agreement.

The "**Agreement**" includes the Terms, together with these preamble paragraphs, all Orders, addenda, and referenced attachments. This Agreement constitutes the terms and conditions under which Zelt is willing to provide the Customer with the Services and will take precedence over any conflicting or inconsistent text included in other materials (e.g., promotional materials) on the Site or provided to or by the Customer. Except to the extent expressly provided in an Order, the Terms will take precedence over any conflicting or inconsistent terms and conditions accompanying any Order. Any standard terms, invoicing documents, or purchase order terms provided by the Customer are rejected, unless expressly accepted by Zelt.

Zelt may modify the Terms at any time by posting updated versions of the Terms on the Site and notifying the Customer subject to the Terms effective at the time. Any continued Customer access to or use of the Service after the modifications have become effective and been communicated will be deemed conclusive acceptance of the updated Terms.

Definitions

"**Active User**" means any individual with a unique identity who has access to the Services, or who has been invited to access the Services, on behalf of the Customer.

"**Billing Period**" means the interval at which fees are charged, which is annually unless otherwise defined in the Order.

"**Confidential Information**" means information that either party ("Discloser") discloses to the other party ("Recipient") under the Agreement and that is conspicuously marked, or orally, and if applicable, visually stated as confidential or would normally be considered

confidential information by a reasonable party under the circumstances. Confidential Information does not include information that the Recipient can document: (1) is independently developed by the Recipient; (2) is rightfully given to the Recipient by a third party without confidentiality obligations; or (3) becomes public through no fault of the Recipient. Zelt's Confidential Information includes non-public information regarding features, functionality, performance, and pricing of the Services, the Documentation, and other Zelt products or services.

"Customer" means the entity or individual subscribing to the Services.

"Customer Data" means all data stored by or on behalf of the Customer or at the Customer's direction in the Services, including Customer Personal Data.

"Customer Personal Data" means any information related to an identified or identifiable individual within the Customer's organization that is processed by Zelt in connection with the Services.

"Deliverables" means any system improvements agreed upon between the Customer and Zelt specified in the Order.

"Documentation" means Zelt-provided user documentation relating to the Services, as may be found within the Zelt app and updated by Zelt occasionally. Documentation does not include content published in user or community forums.

"DPA" means the data processing agreement which governs the processing of Customer Personal Data by Zelt and is available at zelt.app/legal/dpa.

"Intellectual Property Rights" means all patent rights (including utility models), copyrights, moral rights, trademark and service mark rights, trade secret rights, and any other similar proprietary or intellectual property rights (registered or unregistered) throughout the world, together with all applications for any of the foregoing.

"Implementation Fees" means the one-time fee for setup, configuration, or onboarding services related to the Services, as specified in the Order.

"Module" means the distinct feature set or functionality that the Customer can subscribe to.

"Notice" means the written communication from either Party indicating the intent to modify or cancel a Subscription with at least 30 days notice.

"Order" means the ordering documentation, online sign-up, or subscription page, regardless of form, issued by Zelt and agreed to by the Customer, which refers to these Terms and Conditions and specifies the Services the Customer subscribes to, including the Modules, number of Seats, implementation services and support services.

"Seat" means the maximum number of Active Users.

"Service" means the software as a service provided by Zelt to the Customer in the form of Modules on a subscription basis, and any associated implementation and ongoing support

services. For the avoidance of doubt, "Services" does not include the rental of equipment, which is covered by a [separate agreement](#).

"Service Fees" means fees associated with the Service including for subscriptions, implementation and customer support.

"Subscription Start" is either defined in the Order or else is the date the Order was placed.

"Subscription Term" means the fixed period for which the Customer subscribes to the Services for.

"Terms and Conditions" means this document, which governs the Customer's use of the Services and is incorporated into each Order.

"Usage Data" means information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including information concerning Customer's and Users' use of the various features and functionality of the Services and analytics and statistical data derived from there).

1. Subject Matter

The Agreement sets forth the terms and conditions between the Customer and Zelt Ltd (12881631) ("**Zelt**", "**we**", "**our**" or "**us**") in relation to the Services provided to the Customer by Zelt. Zelt and the Customer may individually be referred to as a "**party**" and collectively the "**parties**".

The parties entered into this Agreement by the placement of an Order or by the usage or payment for the Services, or by otherwise indicating your acceptance of the Agreement. The Agreement is effective as of the date an Order was placed, or the first payment for Services has been made, and it runs indefinitely until no renewed or terminated following the termination procedure defined section 5 (Term).

By entering into this Agreement, you (1) agree to the Agreement on behalf of the Customer indicated on the Order Form or the organisation, business, or other legal entity for which you act ("**Customer**," "**you**," or "**your**"); and (2) represent and warrant that you have the authority to bind the Customer to the Agreement. If you do not have such authority, or if you disagree with the Agreement, you must not accept the Agreement and may not use the Services.

2. Usage of the Service

2.1. Usage restrictions: Except as expressly permitted in the Agreement, the Customer will not, and will not permit or authorize third parties to: (1) license, sub-license, sell, transfer, distribute, share, rent, lease, or otherwise permit third parties to use the Services; (2) use the Services in a way that would violate the Agreement; (3) circumvent or disable any security or other technological features of the Services; (4) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms related to the Services (except to the extent this restriction is prohibited by applicable law); (5) use the Services in a manner that violates or attempts to circumvent applicable law; (6) use the Services in a manner that infringes any third parties' Intellectual Property Rights; (7) upload or introduce to, or use the Services to distribute, any viruses or other malicious code, or to transmit large amounts of data in a way that would be expected to have a detrimental effect on the Services; (8) perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by Zelt's other customers; (9) access or use the Services to develop or sell a competing product or service; (10) access or use the Services for purposes that are competitive with Zelt; (11) access or use the Services in any manner that temporarily and superficially reduces the number of Active Users in order to circumvent Service Fees; or (12) use the Services, including to store or transmit Customer Data, in a manner that violates our privacy policy available at zelt.app/legal/privacy-policy/ ("Privacy Policy"). When you use the Service, you agree that you are responsible for ensuring that your use complies with all applicable laws and any policies you maintain, including those involving Customer Data and privacy.

2.2. Customer responsibilities: The Customer is responsible for all actions and inactions by its Active Users or any third party that the Customer or an Active User permits to access or use the Services as if such action or inaction were an action or inaction of the Customer. The Customer is responsible for maintaining control over the Customer's account, including the confidentiality of any login credentials, and for all activities on or through the Customer's account and its Active Users' accounts. The Customer acknowledges that it is solely responsible for maintaining its configurations of the Service, controlled within the company settings section of Zelt. During the Subscription Term, the Customer is also solely responsible for adding or removing its Active Users and their data from the Zelt platform.

2. Subscription

2.1. Order. The Customer subscribes to the Services by placing an Order.

2.3. Term. The Subscription Term is one year, unless otherwise defined in the Order, starting on the Subscription Start date.

2.3. Seats. Each Active User has access to the subscribed Modules and counts as a Seat.

2.4. Upgrades. The Customer may upgrade and subscribe to additional Modules and Seats during the Subscription Term. In the case of Seats, a minimum of ten percent of the number of current Seats rounded up to the nearest five (5) applies.

3. Support

3.1. Implementation. If the Order indicates that Implementation Support is included, Zelt will provide assistance as specified therein. Unless otherwise set forth in the Order, the Customer is responsible for onboarding itself with the help of the Documentation, and any additional support beyond the Order's scope is subject to Zelt's then-current fees.

3.2. Ongoing support. Zelt provides ongoing technical support. Unless otherwise stated in the Order (or if no additional support is purchased), the default support is delivered via an AI-based agent referencing Zelt's Documentation. In all cases, technical support excludes custom feature development and assistance with third-party integrations not supported by Zelt. Any enhanced support services, if offered, may be purchased separately subject to Zelt's then-current fees.

4. Billing

4.1. PSPM. Subscription fees apply to each subscribed Module on a per Seat and per month basis ("PSPM"). The PSPM stated in the Order applies to the Modules and Seats subscribed to in the Order for the duration of the Subscription Term.

4.2. Upgrades. Upgrades and renewals are subject to the PSPM in effect at the time.

4.3. Support. Support Fees apply as an ongoing charge if so stated in the Order.

4.4. Implementation. Implementation Fees apply as a one-off payment for the implementation package chosen in the Order.

5. Payment

5.1. Terms. Subscription Fees are charged upfront at the beginning of each Billing Period for the whole Billing Period. In the case of upgrades within the Billing Period, Subscription Fees are charged for the remaining time in the current Billing Period.

5.2. Implementation. Implementation Fees are charged upfront on the date of the Order. The Customer forfeits the right to Deliverables if the Implementation Fees have not been paid in full within fourteen (14) days of placing an Order.

5.3. Taxes. All fees exclude taxes, fees and duties unless stated otherwise. We will invoice you for such taxes if we believe we have a legal obligation to do so unless you present an exemption certificate acceptable to the taxing authorities.

5.4. **Late fees.** Late payment penalties of ten (10) percent of the outstanding amount apply for each completed period of fourteen (14) days of lateness. Failure to pay within thirty (30) days may result in suspension or termination of access to the Services at the sole discretion of Zelt.

5.5. **Payment method.** For Billing Periods greater than one month, all invoices are payable to the bank account specified on the respective invoice. For Terms of one month, the Customer will be automatically charged using the Customer's credit card on file. A payment card is mandatory.

5.6. **Refunds.** All fees are non-refundable.

6. Term

6.1. Subscriptions automatically renew at the end of the Subscription Term for another Billing Period, resulting in the continuous extension of the Subscription Term before it ends, for the same Modules subscribed to on the last day of the Subscription Term, and the same amount of Seats, rounded up to the nearest ten (10). However, either Party has the option not to renew at the end of the Subscription Term by giving appropriate Notice to the other Party.

6.2. The Subscription may be terminated within the Subscription Term only in the following instances:

6.2.3. The other party breaches any material term of the Agreement and fails to remedy the breach within thirty (30) days after being given notice thereof, or

6.2.4. The other party ceases to function as a going concern or to conduct operations in the ordinary course of business, or

6.2.5. The other party has a petition filed by or against it under any bankruptcy or insolvency laws which the petition has not been dismissed or set aside within sixty (60) days of filing.

6.3. This Agreement is deemed terminated immediately after the Subscription Term has ended. Upon termination, all rights and licenses granted by Zelt to the Customer under the Agreement or the applicable Subscription will terminate. Either party's termination of the Agreement is without prejudice to any other remedies it may have at law or in equity and does not relieve either party of liability for breaches occurring before termination. Neither party will be liable to the other for damages arising solely from terminating the Agreement in accordance with its terms.

6.4. Upon expiry of the Subscription Term, Zelt will delete Customer Data and is under no obligation to retain it.

7. Intellectual Property

7.1. Customer Data: Customers own the Customer Data, including all Intellectual Property Rights therein. No ownership rights in the Customer Data are transferred to Zelt by the Agreement. Customer hereby grants Zelt a worldwide, non-exclusive, irrevocable, royalty-free, fully-paid, sublicensable (to Zelt third-party service providers) license to host, store, transfer, display, perform, reproduce, modify, create derivative works of, and distribute Customer Data in connection with its provision of the Services to Customer. During the Subscription Term, the Customer may export Customer Data from the Services using Zelt's self-service export functionality.

7.2. Ownership by Zelt: Zelt and its licensors retain all rights, titles, interests and ownership of the Services, software, API, Usage Data, Zelt websites, and all deliverables created by Zelt and delivered to Customer, including all Intellectual Property Rights therein (the "Zelt IP"). No ownership rights in the Zelt IP are transferred to the Customer by the Agreement. The Customer has no rights in or to the Zelt IP except for the limited express rights granted in the Agreement.

7.3. Feedback: If You provide Zelt feedback, comments, or suggestions concerning the Services (collectively, "Feedback"), Customer hereby assigns to Zelt all rights, titles, and interests in and to the Feedback provided by the Customer or Authorised User. Zelt is free to use, modify and incorporate into its Services the Feedback without payment, attribution, restriction or prior approval.

7.4. Usage Data: Zelt may (i) collect, analyse and otherwise process Usage Data internally for its business purposes, including for security and analytics, to improve and enhance the Services, or for other development, diagnostic and corrective purposes in connection with the Services or other Zelt products or services, and (ii) disclose Usage Data only in an aggregated and/or de-identified form in connection with its business in a manner that does not identify Customer or any of its Users.

7.5. Customer Indemnification: Zelt shall indemnify, defend and hold harmless the Customer against all damages, losses, costs, awards, and expenses (including all reasonable legal fees) and other liabilities of any kind, howsoever arising, resulting from any infringement or alleged infringement or misappropriation of any third party's Intellectual Property Rights as a result of the use of the Services. The Customer agrees that: (i) it shall promptly, upon becoming aware of any such claim, notify Zelt and provide Zelt with all reasonable assistance in connection with the defence of any such claim, (ii) it shall not make any admission as to liability or compromise or agree to any settlement of any such claim without the prior written consent of Zelt; and (iii) it grants Zelt the right to have sole control over the conduct of, or settlement of, all negotiations and litigation arising from any such claim. In case of a claim for infringement of third-party rights, Zelt shall – without any claim to additional fees – either (i) update the Services to render them non-infringing or (ii) procure for Customer a license from the third party to enable Customer to use and exploit the Services as set out herein.

7.6. Zelt Indemnification: Customer shall indemnify, defend and hold harmless Zelt against all damages, losses, costs, awards, and expenses (including all reasonable legal fees) and other liabilities of any kind, howsoever arising, resulting from any infringement or alleged infringement or misappropriation of any third party's Intellectual Property Rights due to material uploaded by the Customer or the Customer's employees into the Software. Zelt agrees that: (i) it shall promptly, upon becoming aware of any such claim, notify Customer

and provide Customer with all reasonable assistance in connection with the defence of any such claim, (ii) it shall not make any admission as to liability or compromise or agree to any settlement of any such claim without the prior written consent of Customer; and (iii) it grants Customer the right to have sole control over the conduct of, or settlement of, all negotiations and litigation arising from any such claim. The same applies if any such material is defamatory or offensive, untrue, racially offensive or an incitement to racial hatred or otherwise in breach of an individual's right to privacy or human rights or actionable in law in any jurisdiction. Zelt reserves the right to remove any such infringing material.

7.7. Marketing: The Customer acknowledges that the terms in this Agreement have been offered on the basis that Zelt may refer to the Customer on its website and in general marketing materials to a reasonable extent, using its logo, feedback and quotes for general marketing purposes.

8. Warranties

8.1. Mutual Warranties. Each party represents and warrants to the other that (i) the Agreement has been duly executed and delivered and constitutes a binding agreement enforceable against the executing party in accordance with its terms; (ii) no authorisation or approval from any third party is required in connection with the execution, delivery, or performance of the Agreement by the executing party; and (iv) the execution, delivery, and performance of the Agreement by the executing party does not violate the terms of any other agreement to which it is a party or by which it is otherwise bound.

8.2. Customer Warranties: Customer represents and warrants to Zelt that: (i) Customer has the necessary and appropriate rights and consents to validly authorise and permit Zelt to use and otherwise process the Customer Data in accordance with the Agreement, and such use by Zelt of Customer Data does not and will not infringe or violate any third-party right, including any Intellectual Property Right or privacy right; and (2) Customer will use the Services in compliance with the Documentation and applicable law.

8.3. Disclaimer: Except for the limited warranties described in this Section 7 (Warranties), Zelt makes no other express or implied warranties concerning the Services or Documentation, or otherwise, and expressly disclaims all implied and statutory warranties, including the implied warranties of non-infringement of third-party rights, merchantability, satisfactory quality, accuracy, title, and fitness for a particular purpose, and any warranties arising from a course of dealing usage, or trade practice. Except for the limited warranties described in this Section 7, and except for any Deliverables included in an Order, the Services and Documentation are provided "as is." Zelt does not warrant that the Services or Documentation will satisfy Customer's requirements, are without defect or error, or that the operation of the Services will be uninterrupted or secure.

9. Confidentiality

9.1. Each party as Recipient will take reasonable precautions to protect Discloser's Confidential Information and will not use (except as expressly permitted in the Agreement) or divulge to any third party any Confidential Information.

9.2. Notwithstanding any provision of the Agreement, Recipient may disclose Discloser's Confidential Information, in whole or in part (i) to its employees, officers, directors, consultants and professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives) who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations, or, in the case of professional advisors, are bound by ethical duties, to keep such Confidential Information confidential consistent with the terms of the Agreement; and (ii) as required by law, in which case, to the extent permitted by applicable law, Recipient will (A) provide Discloser with prior written notification thereof, (B) provide Discloser with the opportunity to contest such disclosure, and (C) use its reasonable efforts to minimise such disclosure.

9.3. The recipient is responsible and liable for its employees' and representatives' compliance with this Section 8 (Confidentiality) as if their actions or inactions were an action or inaction of the Recipient.

9.4. The foregoing will not apply with respect to any Confidential Information seven years after the disclosure thereof (or, with respect to trade secrets, once such Confidential Information no longer constitutes a trade secret under applicable law).

10. Privacy and Security

10.1. **Security.** Zelt will maintain appropriate administrative, physical, and technical safeguards for the protection, confidentiality and integrity of Customer Data in accordance with Our ISO 27001 certification.

10.2. **Data Processing.** We process data in accordance with our Data Processing Agreement.

11. Service Level Agreement

11.1. **Availability.** Zelt shall use commercially reasonable efforts to maintain at least 99.5% uptime for the Services measured on a monthly basis, excluding scheduled maintenance and Force Majeure Events

11.2. **Support.** Zelt will provide email and chat support Monday through Friday during normal business hours (9 a.m. to 5 p.m. local UK time). Zelt will use reasonable efforts to respond to support tickets within one (1) business day.

11.3. **Scheduled Maintenance.** Zelt will use reasonable efforts to schedule any planned maintenance during off-peak hours and will provide at least 24 hours' notice via email or in-app announcements.

12. Limitation of Liability

12.1. **Exclusion of Damages.** Neither Zelt nor its suppliers, officers, affiliates, representatives, contractors, or employees will be liable to the Customer for any consequential, incidental, special, or exemplary damages arising out of or related to the Agreement, including lost profits, loss of business, or loss of data, even if Zelt is apprised of the likelihood of such damages occurring.

12.2. **Damages Cap.** Zelt's total liability of all kinds arising out of or related to the Agreement (including warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, will not exceed the subscription fees paid by the Customer to Zelt during the twelve (12) months immediately preceding the events giving rise to the claim. Multiple claims will not enlarge this limit.

12.3. **Basis of the bargain.** Each provision of the Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of the Agreement between the parties. This allocation is reflected in the pricing offered by Zelt to the Customer and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other Agreement provisions. The limitations in this section 10 (Limitations of Liability) will apply notwithstanding the failure of the essential purpose of any limited remedy in the Agreement.

12.4. **Force Majeure.** Neither Party shall be liable to the other for any failure to perform its obligations under the Agreement (other than payment obligations) where the delay or failure is caused by events beyond that Party's reasonable control, including acts of God, strikes, lockouts, accidents, war or terrorism, pandemics, riots, fire, governmental actions, or any other cause beyond that Party's reasonable control ("Force Majeure Event"). The affected Party shall promptly notify the other Party in writing of any such Force Majeure Event, use commercially reasonable efforts to mitigate its effects, and resume performance as soon as reasonably possible.

12.5. **Applicability.** Some jurisdictions do not allow the exclusion or limitation of damages. This Section 10 (Limitations of Liability) will apply to the Customer solely to the extent not prohibited by applicable law.

13. General

13.1. **Waiver.** The waiver by either party of a breach or default of any of the provisions of the Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of

either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

13.2. Notices. All notices must be in the English language and sent to support@zelt.app. Notice to Customers shall be provided to the email address you provide when registering your Zelt account. Despite any of the foregoing, notices of updates to license terms, terms of use, privacy terms, or other terms related to the Zelt website and any product or service accessed via Zelt's website may be delivered by Zelt posting such updates on its website, through in-product message or via email.

13.3. Invalidity and Severability. If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement, and all provisions not affected by such invalidity, or unenforceability shall remain in full force and effect. The invalid provision shall be replaced by a provision that comes closest to the intent of the parties and the meaning actually intended.

13.4. Assignment. The customer may not assign the Agreement without Zelt's prior written consent, and any attempt to do so is void. Notwithstanding the foregoing, either party may assign the Agreement to an Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets to which the Agreement relates, provided that, in Customer's case, Customer will be required to complete Zelt' assignment process. The Agreement is binding upon, and inures to the benefit of the parties permitted successors and assigns.

13.5. Headings. Headings to paragraphs or sections in the Agreement are for information and identification only and shall not be construed as forming part of the Agreement.

13.6. Governing Law. The Agreement shall be governed by and construed in accordance with English law. The sole venue for all disputes relating to the Agreement shall be England & Wales.

13.7. Attorneys' Fees. If any legal action or other proceeding is brought to enforce the Agreement's provisions, the prevailing party shall be entitled to recover reasonable attorney fees and additional costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

13.8. Injunctive Relief. If either party breaches Sections 2 (Use of the Service) or 8 (Confidentiality), the other party may suffer irreparable harm, and monetary damages may be inadequate to compensate the non-breaching party. Accordingly, either party may, in addition to any other remedies available, seek injunctive or equitable relief in response to any such breach.

13.9. Independent Contractors. The parties agree that each is an independent contractor, and neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

13.10. Counterparts. the Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together will constitute the same instrument.

13.11. **Amendments.** We may amend the Agreement, including any supplementary terms, occasionally. Zelt will communicate any amendments to the Customer with a notice of at least four weeks to the end of the calendar month within this notice period.

13.12. **Survival.** All associated definitions and all accrued rights to payment shall survive after the termination or expiration of the Agreement. The Agreement, including all attachments, schedules, and exhibits, constitutes the complete and exclusive understanding of the parties and supersedes all prior and contemporaneous sales proposals, negotiations and agreements, and all other representations or communications, whether oral or written, concerning the subject matter hereof. the Agreement shall apply in lieu of any terms and conditions in any vendor registration form or registration portal, purchase order or another order document that you provide, and all such terms are expressly rejected and shall not be considered an amendment to the Agreement.