



# TEAMLAYER

## – WEBSITES USAGE TERMS AND CONDITIONS & PRIVACY POLICY –

4<sup>th</sup> of April 2014

[www.teamlayer.com](http://www.teamlayer.com)

(company number 08744847)

FRERS LIMITED, 173 MILL ROAD, CAMBRIDGE, UNITED KINGDOM, CB1 3AN

**Welcome to our websites! We are immensely happy that you chose to use our service!**

**Below you find the Terms and Conditions and Privacy Policy of Frers Ltd. [the company: “FRL”], valid for the website “[www.teamlayer.com](http://www.teamlayer.com)“ as well as their sub-sites.**

**If you continue to browse and use our websites, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Frers Ltd [FRL]’s relationship with you in relation to our websites. If you disagree with any part of these terms and conditions, please do not use our websites.**

**The use of our websites is subject to the following terms of use:**

### **1. General**

- 1.1. The content of the pages of our websites is for your general information and use only. It is subject to change without notice.
- 1.2. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on our websites for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 1.3. Your use of any information or materials on our websites is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through our websites meet your specific requirements.
- 1.4. Our websites contain material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 1.5. All trademarks reproduced in our websites, which are not the property of, or licensed to the operator, are acknowledged on the websites.
- 1.6. Unauthorised use of our websites may give rise to a claim for damages and/or be a criminal offence.

- 1.7. Our websites may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- 1.8. Your use of our websites and any dispute arising out of such use of the websites is subject to the laws of England, Northern Ireland, Scotland and Wales.
- 1.9. Any deviation from these Terms of Services requires written approval by the provider.
- 1.10. These Terms of Service additionally apply to the Terms of Service of the platforms, web services, and apps the customer integrates with the service. We strongly suggest our customers consider them as well.
- 1.11. The provider may involve third-party services to offer the services described in this agreement.

## **2. Service Description**

- 2.1. The service includes a cloud aggregator to merge cloud services connected by the customer to the platform, and also a collaboration service to create workspaces, share content, and work together on projects. These core services include functions like notifications, discussions, and comments (team messaging), statistics, search engine, and task management.
- 2.2. The list of apps which can be integrated in the service is published on the websites.
- 2.3. The provider offers the majority of these services to the customer for free. For free accounts, the number of people who have read-write access to the content in workspaces is limited. The provider additionally offers paid accounts (premium accounts) allowing an unlimited number of people with read-write access in workspaces. The provider reserves the right to add more features exclusive to premium accounts. To see the current features of the premium accounts please visit the websites.
- 2.4. The provider is responsible for the technical infrastructure, server configuration, and online availability necessary to provide and run the service. The provider maintains the service regularly.
- 2.5. The provider is not responsible and does not provide technical requirements necessary to use the service as a customer, especially not hardware and internet connection.
- 2.6. The provider has the right to limit the access to the service at any time due to security reasons, maintenance work, system improvements, to fix or prevent network failures and software failures, and to protect saved data if necessary. If possible, the provider will inform the customers about this in advance.
- 2.7. The provider can change the free service at any time in any aspect, or shut it down.

## **3. User Obligations**

- 3.1. The customer is not allowed to carry out any actions to attack or hack the websites or customer's accounts, break security mechanisms, to intercept or misuse data either via electronic transmission or manual.
- 3.2. The customer is not allowed to bring any kind of viruses, worms, trojans, or other malware to the websites directly or attached to other files, data, or content.

- 3.3. The customer is obliged to notify the provider via email, if they notice potential violations against these Terms of Service conducted by third-parties.
- 3.4. In the case of violation, the provider is entitled to take sanctioned actions.

#### **4. User Content**

- 4.1. FRL displays the information that users provided, together with the subjective comments that have been provided from either other FRL users or from third party websites.
- 4.2. FRL can therefore not be held responsible for the usefulness of the listed information, the correctness of the ratings and comments.
- 4.3. If you operate an account, post material to the Websites, post links on the Websites, upload files, post pictures on the Websites, or otherwise make (or allow any third party to make) material available by means of the Websites (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, links, graphics, or more. By making Content available, you represent and warrant that:
  - 4.3.1. the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
  - 4.3.2. if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
  - 4.3.3. you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
  - 4.3.4. the Content does not contain or link to any viruses, worms, malware, Trojan horses or other harmful or destructive content;
  - 4.3.5. the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
  - 4.3.6. the Content is not obscene, libelous, pornographic, or defamatory (more info on what that means), hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party;
  - 4.3.7. your username is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your name is not the name of a person other than yourself or company other than your own; and
- 4.4. If you delete Content, FRL will use reasonable efforts to remove it from the Websites, but you acknowledge that caching or references to the Content may not be made immediately unavailable.
- 4.5. If you notice any infringements such as those outlined, you are encourage to make us aware by either using the "flagging feature" or contacting us.
- 4.6. Without limiting any of those representations or warranties, FRL has the right (though not the obligation) to, in FRL's sole discretion (i) refuse or remove any content that, in FRL's reasonable opinion, violates any FRL policy or is in any way

harmful or objectionable, or (ii) terminate or deny access to and use of the Websites to any individual or entity for any reason, in FRL's sole discretion. FRL will have no obligation to provide a refund of any amounts previously paid.

## **5. Accounts**

- 5.1. If you create a username or profile on the Websites, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must not describe or assign keywords to your username or profile in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and FRL may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause FRL liability.
- 5.2. You must immediately notify FRL of any unauthorized uses of your account or any other breaches of security.
- 5.3. FRL will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

## **6. Responsibility of Websites Visitors**

- 6.1. FRL has not reviewed, and cannot review, all of the material posted to the Websites, and cannot therefore be responsible for that material's content, use or effects. By operating the Websites, FRL does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful.
- 6.2. You are responsible for taking precautions as necessary to protect yourself and your computer systems.
- 6.3. The Websites may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Websites may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated.
- 6.4. FRL disclaims any responsibility for any harm resulting from the use by visitors of the Websites.

## **7. Consequences of Breaches**

- 7.1. In the case that the customer breaches the obligations outlined in this document, the provider is – after carefully considering all interests – entitled to carry out any of the following sanctions:
  - warn the customer
  - limit services
  - partly or completely delete content created by the customer
  - block user's access temporarily or permanently
  - delete user's account
  - bring a charge
- 7.2. If the provider blocks the user's account, other users can no longer access the data stored on this account, and the user cannot longer delete or modify that data. In the

case of complete deletion of the user's account, all data and content is erased permanently.

- 7.3. The provider will carefully balance the interests of the customer against general interests, the provider's interests, and the interests of one or more users. The provider will choose an adequate sanction on a case by case basis.
- 7.4. The provider will notify the customer immediately about the sanction and the consequences. The provider will send this information to the customer's last known email address.
- 7.5. In case the content breaches legal provisions, third-party rights, or good moral, the provider is entitled to delete this content, data, or links without notifying in advance. The customer will get notified afterward. The provider will send this information to the customer's last known email address.
- 7.6. In the case the provider deleted or suspended a customer's account, the customer is prohibited to register for a new account or use the services of the provider again.

## **8. Usage of Social Features**

### **8.1. Social Media Plug-Ins**

#### **8.1.1. Login and Registration via Social Media**

8.1.1.1. To facilitate logins and registrations, the websites uses social media plug-ins, incl. facebook login.

8.1.1.2. On their social media website, a user can view and adjust the permissions given to us or accessing information on their facebook profiles.

#### **8.1.2. Social Media Posts**

8.1.2.1. Users can share content within their social media networks, by posting directly on their Social Media profile.

8.1.2.2. For the content shared via Social Media networks, these terms and conditions, apply.

## **9. Content Posted on Other Websites**

- 9.1. The customer's selection and purchase of a service from third parties is of one's own accord. By offering the integration of the services, the company does not endorse these services, and cannot be held accountable for those.
- 9.2. By linking to non- FRL websites or webpages, FRL does not represent or imply that it endorses such website or webpage.
- 9.3. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- 9.4. FRL disclaims any responsibility for any harm resulting from your use of non- FRL websites and webpages.

## **10. Copyright Infringement and DMCA Policy**

- 10.1. As FRL asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Websites violates your copyright, you are encouraged to notify FRL in accordance with the Digital Millennium Copyright Act ("DMCA"). FRL will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.

10.2. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of FRL or others, FRL may, in its discretion, terminate or deny access to and use of the Websites. In the case of such termination, FRL will have no obligation to notify the person or persons who infringed upon these said rights.

## **11. Intellectual Property**

11.1. This Agreement does not transfer from FRL to you any FRL or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with FRL.

11.2. "Teamlayer", "Team-Layer", "teamlayer.com", "team-layer.com", Frers Ltd. "FRL", the Frers Ltd logo, the Teamlayer logo, and all other trademarks, service marks, graphics and logos used in connection with the Websites are trademarks or registered trademarks of FRL. Other trademarks, service marks, graphics and logos used in connection with the Websites may be the trademarks of other third parties. Your use of the Websites grants you no right or license to reproduce or otherwise use any FRL or third-party trademarks.

## **12. Changes**

12.1. FRL reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Websites following the posting of any changes to this Agreement constitutes acceptance of those changes. FRL may also, in the future, offer new services and/or features through the Websites (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **13. Termination**

13.1. FRL may terminate your access to all or any part of the Websites at any time, with or without cause, with or without notice, effective immediately.

13.2. If you wish to terminate this Agreement or your FRL account (if you have one), you may simply discontinue using the Websites or delete your account. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **14. Disclaimer of Warranties**

14.1. The Websites are provided "as is". FRL and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither FRL nor its suppliers and licensors, makes any warranty that the Websites will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Websites at your own discretion and risk.

## **15. Limitation of Liability**

15.1. In no event will FRL, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or

other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; or (iii) for interruption of use or loss or corruption of data. FRL shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **16. General Representation and Warranty**

16.1. You represent and warrant that (i) your use of the Websites will be in strict accordance with the FRL Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside) and (ii) your use of the Websites will not infringe or misappropriate the intellectual property rights of any third party.

## **17. Indemnification**

17.1. You agree to indemnify and hold harmless FRL, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Websites, including but not limited to out of your violation this Agreement.

## **18. Miscellaneous**

- 18.1. This Agreement constitutes the entire agreement between FRL and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of FRL, or by the posting by FRL of a revised version.
- 18.2. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Websites will be governed by the laws of the United Kingdom, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the United Kingdom courts. The arbitration shall take place in Cambridge, United Kingdom, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.
- 18.3. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
- 18.4. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; FRL may assign its rights under this Agreement without condition.
- 18.5. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

## **Privacy Policy**

### **1. Privacy policy: websites visitors**

- 1.1. Like most websites operators, FRL collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. FRL's purpose in collecting non-personally identifying information is to better understand how FRL visitors use its websites. From time to time, FRL may release non-personally-identifying information in the aggregate, but it will be rare.
- 1.2. FRL also collects potentially personally-identifying information like Internet Protocol (IP) addresses. FRL does not use such information to identify its visitors, however, and does not disclose such information, other than under the same circumstances that it uses and discloses personally-identifying information, as described below.

### **2. Gathering of personally-identifying information**

- 2.1. Certain visitors to the websites or related applications may choose to interact with the Websites in ways that require FRL to gather personally-identifying information. The amount and type of information that FRL gathers depends on the nature of the interaction. Those who engage in providing further information to FRL (e.g. entering their real name, age, etc.) are able to give such information to FRL with the intention of a) displaying more information about themselves to interested parties, b) improving their ease of making transactions on other sites.
- 2.2. In all cases, FRL collects such information only insofar as is necessary or appropriate to fulfil the purpose of the visitor's interaction with FRL. FRL does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain websites-related activities.

### **3. Registration Data**

- 3.1. In the registration process, we collect and use your email address and ask you to choose and create a password. Instead of specifying a self-chosen password, there is also the opportunity to provide your Facebook Profile information for authentication purposes. Additionally, you can also provide us with your name and upload a picture to your membership profile.
- 3.2. We primarily use the above-named data to authenticate you as the legitimate user of the cost-free membership.
- 3.3. When you create so-called "workspaces" and connect so-called "apps" from third-parties (i.e. Dropbox), as well as when you invite other users to your workspaces (to work together with them on "online projects"), it is also required that you provide personal data which we will store and use.
- 3.4. In doing so, we only require you provide such information in order for you to be able to take advantage of the cost-free membership's services. In the process, we collect and use the name or the url, the respective linked account (the "OAuth"), and the respective username and password from the third-party apps which you connect to our website and want to use in your workspaces (in the cost-free membership).
- 3.5. We use the above-named data in order to make it possible for users to use their chosen third-party apps with our website and integrate them into the workspaces they create. Additionally, we use the above-mentioned data to give you regular updates regarding your personal statistics of your use in your account. We send the

updates to your email address.

#### **4. Dashboard and Feeds**

- 4.1. We also store so-called meta data of your activities from the third party apps that you connect to your workspaces (activities in the third-party apps). In doing so, we do not store the relevant data and/or objects from the third-party apps itself, but a referencing link (for example, a Google document or a file uploaded to the Dropbox “app”).
- 4.2. We use the above-mentioned data to create a so-called “dashboard” and “activity feed” for the user which provides them with an overview of their activities of the connected apps. We also use the data to make it possible for users to work together in their workspaces.
- 4.3. Unless you give us permission to continue to store and use your data, we delete the above-mentioned information as soon as you deactivate your registration of your website membership.

#### **5. Aggregated statistics**

- 5.1. FRL may collect statistics about the behaviour of visitors to its websites. For instance, FRL may monitor the most popular users on studentreadinglists.com site.
- 5.2. FRL may display this information publicly or provide it to others. However, FRL does not disclose personally-identifying information other than as described below.

#### **6. Google Analytics**

- 6.1. The website uses Google Analytics, a web analyst from Google Inc. (“Google”). Google Analytics uses so-called “cookies”, i.e. text files which are stored on your computer and which enable Google to analyze your use of the website.
- 6.2. Through cookies, information is generated about your use of this website and will then be transferred and stored on a Google server in the U.S. In the case of activation of the IP anonymization on this website, your IP address from Google will however be truncated within Member States of the European Union or other parties in agreement of the European Economic Area. Only in the case of an exception, will the full IP address be transmitted and truncated on a server from Google in the U.S.A.
- 6.3. On behalf of the operator of this website, Google will use the information generated by the cookie to evaluate your use of the website, to compile reports on website activity, and to provide the website operator with further website and internet-related services. In the context of Google Analytics, your IP address will not associated with any other data by Google.

#### **7. Protection of certain personally-identifying information**

- 7.1. FRL discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on FRL’s behalf or to provide services available at FRL’s websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using FRL’s websites, you consent to the transfer of such information to them.

- 7.2. FRL will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, FRL discloses potentially personally-identifying and personally-identifying information only when required to do so by law, or when FRL believes in good faith that disclosure is reasonably necessary to protect the property or rights of FRL, third parties or the public at large.
- 7.3. If you are a registered user of websites and have supplied your email address, FRL may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with FRL. Of course, you can turn these off at any point when editing your profile.
- 7.4. The websites send automated notifications, for example if a user responded to one of your comments. You can manage these notifications, and limit the emails you receive, in your settings.
- 7.5. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. FRL takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

## **8. Cookies**

- 8.1. A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. FRL uses cookies to help FRL identify and track visitors, their usage of FRL, and their websites access preferences.
- 8.2. FRL visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using FRL, knowing that you will not be able to sign in or use certain features of FRL at all.

## **9. Privacy policy changes**

- 9.1. Although most changes are likely to be minor, FRL may change its Privacy Policy from time to time, and in FRL's sole discretion. FRL encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.