

# Terms of Use



Last Updated November 2023

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Welcome to Figured, an online accounting and farm financial management service designed especially for agricultural businesses. These Terms of Use ("Terms") explain Our obligations as a service provider and Your obligations as a customer. Please read them carefully.

These Terms are binding on any use of the Service and apply to You from the time that Figured provides You with access to the Service.

The Service will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of the Service.

Figured may change these Terms at any time and the changes will come into effect at least 1 month after the posting of modified Terms on the Website. Figured will make every effort to communicate any material changes to You via email or notification via the Website. If You reasonably consider a material change to these Terms will have a material effect on You, then You may advise Us of this in writing before the new Terms come into effect. In this case, at our discretion we may allow You to either remain on the existing Terms or terminate the Agreement without becoming subject to the payment of any termination charges.

It is Your obligation to ensure that You have read, understood and agree to the most recent Terms available on the Website.

By registering to use the Service You acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom You use the Service.

These Terms were last updated on 25th November 2023.

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## 1. DEFINITIONS

Unless the context requires otherwise, capitalised words shall have these meanings:

**“Agreement”**

means the Agreement between You and Us as set out in these Terms.

**“Confidential Information”**

includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including through use of the Service.

**“Data”**

means any Data inputted by You or with Your authority into the Website.

**“Figured”, “We”, “Us” or “Our”**

means means the Figured company described in clause 14 and includes, where appropriate in the context, all current and future related companies.

**“Figured Account”**

means a current Subscription Plan(s) to the Service.

**“Intellectual Property Right”**

means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world, whether or not registered.

**“Invited User”**

means any person or entity, other than the Subscriber, that uses the Service with the authorisation of the Subscriber from time to time.

**“Service”**

means the online accounting, business and finance management services accessed and used using Your login name and password. These services may be changed or updated from time to time by Figured via the Website.

**“Subscriber ”**

means the person or entity who is responsible for paying for that Subscription Plan.

**“Subscription Plan”**

means the product selection by a Subscriber which determines the relevant extent and type of Service provided, Subscription Charges and/or Subscription Term.

**“Subscription Charges”**

means the monthly fee (excluding any taxes and duties) payable by You for the Services and Your Subscription Plan in accordance with the fee schedule set out on the Website (which Figured may change from time to time on notice to You).

**“Subscription Term”**

means the duration of Your Subscription Plan.

#### “Website”

means the Internet site at the domain Figured.com or any other site operated by Figured Limited.

#### “You” and “Your”

means both You and any entity or firm You're authorised to represent.

## 2. USE OF SERVICE

Figured grants You the right to access and use the Service via the Website with the particular user roles available to You according to Your Subscription Plan, subject at all times to these Terms. This right of use is non-exclusive, subject to any applicable written agreement between the Subscriber and the Invited Users, and any other applicable laws:

- the Subscriber determines who is an Invited User and what level of user role, access to the relevant Subscription Plan and Service that each Invited User has;
- the Subscriber is responsible for all Invited Users' use of the Service;
- the Subscriber controls each Invited User's level of access to the relevant Subscription Plan and Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
- if there is any dispute between a Subscriber and an Invited User regarding access to any Subscription Plan or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

## 3. YOUR OBLIGATIONS

### 1. Paying for the Service

Unless otherwise stated, all Your Subscription Charges are due in full upon commencement of the Subscription Plan. If The Subscription Plan includes a free trial the Subscription Plan commences 30 Days after the date You register for the 30 Day free trial, or upon subscription to the Service by submitting billing details once the 30 day free trial lapses.

You authorise Figured to bill You in advance for Your Subscription Charges on a recurring basis, until You terminate these and You further agree to pay any Subscription Charges incurred during the time that the Service is used or subscribed to. You are responsible for selecting the appropriate Subscription Plan and terminating the Subscription Plan(s) You no longer wish to use.

Where a new Subscription Plan is added to Your Figured Account, any additional costs payable by You will be prorated for the period of the Subscription Term which falls in the billing cycle.

As the Subscriber You will receive a receipt of payment from Figured, each time We receive payment, to track Your Subscription Plan and its status.

Figured uses a third-party intermediary to manage credit card and direct debit processing for the purpose of paying your Subscription Charges. The Service provides an interface for You the Subscriber to change Your billing information.

## **2. Upgrading or Downgrading Your Subscription Plan**

If You change or elect to upgrade Your Subscription Plan during Your Subscription Term, any incremental charges associated with Your upgrade, will be prorated over the remaining period of the current Subscription Term. Your monthly Subscription Charge will immediately reflect any such upgrade.

Downgrading Your Subscription Plan may cause loss of content, features, or capacity of the Service You and Figured does not accept any liability for losses arising as a direct or indirect consequence of this.

When downgrading your Subscription Plan:

- a. You can only downgrade once during any 12 month period.
- b. The downgrade must not be within 3 months of upgrading your Subscription Plan.

## **3. Refunds**

No refunds or credits for Your Subscription Charge will be provided if You elect to downgrade or terminate Your Subscription Plan during Your Subscription Term.

## **4. Preferential pricing or discounts:**

You may from time to time be offered preferential pricing or discounts for the Subscription Charges. Eligibility for such preferential pricing or discounts is conditional upon Your acceptance of responsibility for payment of any Subscription Charges in relation to all of Your Subscription Plans. Without prejudice to any other rights that Figured may have under these Terms or at law, Figured reserves the right to render invoices for the full (non-discounted) Subscription Charges due or suspend or terminate Your use of the Service in respect of any or all of Subscription Plans in the event that any invoices for those Subscription Charges are not paid in full by the due date for payment.

## **5. General obligations:**

You must only use the Service and Website for Your own lawful business purposes, including rendering professional services using the Service, in accordance with these Terms and any notice sent by Figured or condition posted on the Website. You may use the Service and Website on behalf of others or in order to provide services to others but if You do so You must ensure that You are authorised to do so and that all persons for whom or to whom You provide services comply with and accept all terms of this Agreement that apply to You.

## **6. Access conditions:**

a. You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Figured of any known unauthorised use of Your passwords or any other breach of security to Your Figured Account or email address linked to Your Figured Account. Figured will reset Your password and You must take all other actions that Figured reasonably deems necessary to maintain or enhance the security of Figured's computing systems and networks and Your access to the Services.

b. As a condition of these Terms, when accessing and using the Services, You must:

- i. not attempt to undermine the security or integrity of Figured's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
- ii. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
- iii. not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are Hosted;
- iv. not transmit, or input into the Website, any:
  - files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
  - not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

## **7. Usage Limitations:**

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls You are permitted to make against Figured's application programming interface. Limitations are advised on Our [developer documentation](#).

## **8. Communication Conditions:**

As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. Figured is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. You must exercise caution when using the communication tools available on the Website. However, Figured does reserve the right to remove any communication at any time in its sole discretion.

**9. Indemnity:**

You indemnify Figured against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to Figured, including (but not limited to) any costs relating to the recovery of any Subscription Charges that are due but have not been paid by You.

## 4. CONFIDENTIALITY AND PRIVACY

**1. Confidentiality:**

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

a. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms or the use of the Services. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

b. Each party's obligations under this clause will survive termination of these Terms.

c. The provisions of clauses 4.1.a and 4.1.b shall not apply to any information which:

- i. is or becomes public knowledge other than by a breach of this clause;

- ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

- iii. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

- iv. is independently developed without access to the Confidential Information.

**2. Privacy:**

Figured maintains a privacy notice that sets out the parties' obligations in respect of the collection, use, and disclosure of personal information. You should read that notice at <https://www.figured.com/privacy-notice>. Acceptance of these Terms also constitutes acceptance of the Figured Privacy Notice.

## 5. INTELLECTUAL PROPERTY AND DATA USE

**1. General:**

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of Figured (or its licensors).

## **2. Ownership of Data:**

Title to, and all Intellectual Property Rights in, the Data remains property of the Subscriber. However, Your access to the Data is contingent on full payment of the Subscription Charges when due. You grant Figured a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

## **3. Anonymised Statistical Data**

When You use Our services, We may create anonymised statistical Data from Your Data and usage of Our services, including through aggregation. Once anonymised, We may use it for Our own purposes, such as to provide and improve Our services, to develop new services or product offerings, to identify business trends, and for other uses We communicate to You.

## **4. Backup of Data:**

We recommend You maintain copies of all Data inputted into the Service. Figured adheres to its best practice policies and procedures to prevent Data loss, but does not make any guarantees that there will be no loss or corruption of Data. Figured expressly excludes liability for any loss or corruption of Data, no matter how caused.

## **5. Data Retention**

Following the termination of Your Subscription Plan, the Data is no longer available to You. We retain the Data for a period after the Subscription Plan is terminated. During this period, as a Subscriber, You can reactivate Your Subscription Plan and once again access Your Data by paying the lesser of the Subscription Charges that would have been due had You not terminated the Subscription Plan, or 12 months worth of Subscription Charges.

When You terminate Your user account We permanently remove all of the Personal Data from the Service. We may retain Your contact information for billing purposes if We have a need for it. When You terminate Your Subscription Plan, any data which has been added to the Figured Account such as financial transactions, invoices, budgets or comments will remain, however this information will no longer be associated with Your personal data.

You can get in touch with Us to have Your Personal Data removed if You wish. You acknowledge and confirm that Your Data cannot be recovered once it is removed.

## **6. Data Breach Notification**

Where We think there has been unauthorised access to Data inside Your Subscription Plan, We'll let You know and give You information about what has happened.

Depending on the nature of the unauthorised access You may be required to assess whether the unauthorised access must be reported to the relevant authority. In addition, we may be required to report to relevant authorities depending on the jurisdiction.



## 6. SECURITY

### 1. Security safeguards

We've invested in technical, physical and administrative safeguards to do Our part to help keep Your Data safe and secure. Read more about these measures on Our [website](#). While We've taken steps to help protect Your Data, no method of electronic storage is completely secure and We cannot guarantee absolute security. We will notify You if there appears to be unauthorised access to Your Figured Account and We may also restrict access to certain parts of Our Services until You verify that access was by an authorised user.

### 2. Account security features

We may introduce security features to make Your Figured Account more secure, such as two-factor authentication. Depending on where You are in the world or what services You're using, We may require You to adopt some of these features. Where We make the use of security features optional, You're responsible (meaning We're not liable) for any consequences of not using those features. We strongly encourage You to use all optional security features.

## 7. THIRD PARTY INTEGRATIONS

### 1. Third-party products

Along with the use of Our services, You may use Data, services and apps from other companies (third-party products). Any third party providing a third-party product is a provider and is independent of Us, so be aware that a provider may also charge You fees in addition to what You pay Us.

### 2. Third-party terms and descriptions

Third-party products are subject to terms and conditions and privacy notices set by their providers. These include how the provider will use Your Data that You make available to them. Be sure to read and make sure You agree to their terms and conditions and understand their approach on personal and non-personal Data before You connect to them. The descriptions of third-party products that We publish, and any associated links, have been provided to Us by the providers. While We make reasonable efforts to check the accuracy of the descriptions, the providers are solely responsible for any representations contained in those descriptions. We don't endorse or assume any responsibility for third-party products.

### 3. Use of Your Data to connect You to third party products

If You enable third-party applications for use in conjunction with the Services, You acknowledge that Figured may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. Figured shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

Where We receive Data as a result of that connection, We will use that Data in line with Our privacy notice and these terms.



#### **4. Automated Data feeds delivered into Your Figured Account:**

Where available, automated Data feeds are generally provided to You free of charge. However, Figured reserves the right to pass on any charges related to the provision of Data feeds on a case-by-case basis at Figured's sole discretion. Figured would first inform You via email to indicate what those charges are likely to be. You have the option to decide to discontinue use of automated Data feeds at any time. To exercise this option, You must give Figured sufficient prior notice of which Data feeds You want to discontinue. Upon receiving such notice Figured will arrange for such feeds to be terminated. Your use of Data feeds may be subject to that third party's Terms of Use.

## **8. MAINTENANCE, DOWNTIME AND DATA LOSS**

### **1. Technical Problems:**

In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting Figured. We have support articles available through Our [help centre](#) that should help You with most situations. If You still need technical help, please contact Our support team via the chat bubble or email Us at [support@figured.com](mailto:support@figured.com).

### **2. Service availability:**

Whilst Figured intends that the Services should be available 24 hours a day, seven days a Week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason Figured has to interrupt the Services for longer periods than Figured would normally expect, Figured will use reasonable endeavours to publish in advance details of such activity on the Website.

### **3. Data loss:**

Data loss is an unavoidable risk when using any technology. You're responsible for maintaining copies of Your Data entered into Our services as outlined in clause 5.4.

### **4. No compensation:**

Whatever the cause of any downtime, access issues or Data loss, Your only recourse is to discontinue using Our services.

### **5. Modifications:**

We frequently release new updates, modifications and enhancements to Our services, and in some cases discontinue features. Where this occurs, We'll endeavour to notify You where practical (for example, by email, on Our blog, or within Our services when You log in).

## **9. WARRANTIES AND ACKNOWLEDGEMENTS**

### **1. Authority:**

You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

## 2. **Acknowledgement:**

You acknowledge that:

- a. You are authorised to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person You have authorised to use the Service. You are also authorised to access the processed information and Data that is made available to You through Your use of the Website and the Services (whether that information and Data is Your own or that of anyone else).
- b. Figured has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than Yourself (whether a body corporate or otherwise) You agree that:
  - i. You are responsible for ensuring that You have the right to do so;
  - ii. You are responsible for authorising any person who is given access to information or Data, and You agree that Figured has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
  - iii. You will indemnify Figured against any claims or loss relating to: A. Figured's refusal to provide any person access to Your information or Data in accordance with these Terms, B. Figured's making available information or Data to any person with Your authorisation.
- c. The provision of, access to, and use of, the Services is on an "as is " basis and at Your own risk.
- d. Figured does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Figured is not in any way responsible for any such interference or prevention of Your access or use of the Services.
- e. Figured is not Your accountant and use of the Services does not constitute the receipt of accounting advice. If You have any accounting questions, please contact an accountant. You are solely responsible for confirming the accuracy of any taxation calculations generated within or by any third party applications interoperating with the Service.
- f. It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.
- g. You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to Your Data via the Software and the Website will comply with laws applicable to You (including any laws requiring You to retain records).

### **3. No warranties:**

Figured gives no warranty about the Services. Without limiting the foregoing, Figured does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

### **4. Consumer guarantees:**

Figured and You both acknowledge and represent that We are “in trade” and are respectively providing or acquiring the Services “in trade” for the purposes of a business and that, accordingly, it is fair and reasonable that, to the maximum extent permitted by law, all statutory consumer guarantees, conditions and guarantees or warranties and all legislation intended to protect non-business consumers in any jurisdiction do not apply to the supply of the Services, the Website or these Terms and, to the extent that they cannot be excluded, liability for or under them is limited to the Subscription Charges paid by You in the 12 months prior to the occurrence of the first incident giving rise to liability.

## **10. LIMITATION OF LIABILITY**

1. To the maximum extent permitted by law, Figured excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss or corruption of information, loss or corruption of Data, loss of profits, loss of savings and loss of goodwill) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.
2. Without limiting clause 10.1, Figured is not liable to You under or in connection with these Terms, the Services or the Website for any consequential, indirect, incidental or special damage or loss of any kind.
3. If You suffer loss or damage as a result of Figured’s negligence or failure to comply with these Terms, any claim by You against Figured arising from Figured’s negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Subscription Charges paid by You in the 12 months prior to the occurrence of the first incident. The cap in this clause 10.3 includes the cap set out in clause 9.4.
4. If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with clause 11.

## **11. TERMINATION**

### **1. Trial policy:**

When You first sign up for access to the Services if the Subscription Plan includes trial You may be able to evaluate the Services under the defined trial usage conditions, with no obligation to continue to use the Services. If You choose to continue using the Services thereafter, You will be billed from the day Your trial period concluded. If You choose not to continue using the Services, You may delete and unsubscribe from Your Subscription Plan in the ‘Settings’ section of the Services.

## **2. No-fault termination:**

These Terms will continue for the period covered by the Subscription Charges paid or payable under clause 3.1. At the end of each billing period these Terms will automatically continue for another Subscription Term of the same duration as that period, provided You continue to pay the prescribed Access Fee when due, unless either party terminates these Terms by giving notice to the other party at least 30 days before the end of the relevant payment period. Figured will not provide any refund for any remaining period of the Subscription Access Fee on termination. If You terminate these Terms You shall be liable to pay all relevant Subscription Charges on a pro-rata basis for each day of the then current period up to and including the end of the current billing period.

## **3. Breach:**

If You:

- a. breach any of these Terms (including, without limitation, by non-payment of any Subscription Charges) and do not remedy the breach within 7 days after receiving notice of the breach if the breach is capable of being remedied;
- b. breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.4 or any payment of Subscription Charges that are more than 30 days overdue); or
- c. You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction, then Figured may take any or all of the following actions, at its sole discretion:
- d. Terminate this Agreement and Your use of the Services and the Website;
- e. Suspend for any definite or indefinite period of time, Your use of the Services and the Website;
- f. Suspend or terminate access to all or any Data.
- g. Take either of the actions in sub-clauses (d), (e) and (f) of this clause 11(3) in respect of any or all other persons whom You have authorised to have access to Your information or Data.

For the avoidance of doubt, if payment of any invoice for Subscription Charges due in relation to any of Your Billing Contacts, Billing Plans or any of Your Subscription Plans (as defined at clause 3) is not made in full by the relevant due date, Figured may: suspend or terminate Your use of the Service, the authority for all or any of Your Subscription Plans, or Your rights of access to all or any Data.

**4. Accrued Rights:**

Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

- a. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- b. immediately cease to use the Services and the Website.

**5. Expiry or termination:**

Clauses 3.1, 3.6, 4, 5, 9, 10, 11, 12 and 13 survive the expiry or termination of these Terms.

## 12. DISPUTES

Most of Your concerns can be resolved quickly and to everyone's satisfaction by contacting Our support team. If We're unable to resolve Your complaint to Your satisfaction (or if We haven't been able to resolve a dispute We have with You after attempting to do so informally), You and We agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and We agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

## 13. GENERAL

**1. Entire Agreement:**

These Terms, together with the Figured Privacy Notice and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior Agreements, representations (whether oral or written), and understandings and constitute the entire Agreement between You and Figured relating to the Services and the other matters dealt with in these Terms.

**2. Waiver:**

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

**3. Delays:**

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

**4. No Assignment:**

You may not assign or transfer any rights to any other person without Figured's prior written consent.

5. **Contracting Figured company, governing law and jurisdiction:**

The Figured company that You are contracting with under these Terms is stated below. These Terms are governed by and will be construed in accordance with law stated below. Figured and You submit to the non-exclusive jurisdiction of the courts stated below in relation to disputes relating to or arising out of these Terms as per clause 12.

6. **Severability:**

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

7. **Notices:**

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Figured must be sent to support@figured.com or to any other email address notified by email to You by Figured. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

8. **Rights of Third Parties:**

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

9. **While We can't cover everything here, We do want to highlight a few more examples of things You mustn't ever do:**

- a. Undermine the security or integrity of Our computing systems or networks.
- b. Use Our services in any way that might impair functionality or interfere with other people's use.
- c. Access any system without permission.
- d. Introduce or upload anything to Our services that includes viruses or other malicious code.
- e. Share anything that may be offensive, violates any law, or infringes on the rights of others.
- f. Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of Our services.
- g. Resell, lease or provide Our services in any way not expressly permitted through Our services.
- h. Repackage, resell, or sublicense any leads or Data accessed through Our services.
- i. Commit fraud or other illegal acts through Our services.
- j. Act in a manner that is abusive or disrespectful to a Figured employee, partner, or other Figured customer. We will not tolerate any abuse or bullying of Our Figured employees in any situation and that includes interaction with Our support teams.

## 14. FIGURED COMPANY AND JURISDICTION

Our contracting entities are listed in the table below along with what law and venue apply in any dispute between You and Us:

Country	Figured Entity	Entity Type	Registration	Law	Venue
Australia	Figured Pty Limited	a limited liability proprietary company incorporated in Australia	ACN 604 597 739	New South Wales, Australia	New South Wales, Australia
UK & Ireland	Figured Software UK Limited	a private Limited Company incorporated in England and Wales	CN 11377806	London, UK	London, UK
United States of America & Canada	Figured, Inc	C-Corporation incorporated in United States of America	32-050049 3	United States of America	United States of America
New Zealand and the rest of the world	Figured Limited	a limited liability company incorporated in New Zealand	NZCN 4921579	New Zealand	New Zealand