

# Lentl.io Terms of Use

## 1. WELCOME TO LENTL.IO THESE ARE OUR TERMS (“TERMS”)

1.1 Lentl.io is a Net Promoter Score and customer survey software (and associated website) provided by Blue Wren Limited, a limited liability company incorporated in the United Kingdom (“us”, “we”).

1.2 These Terms apply to your use of Lentl.io and any free trial of Lentl.io. By accessing and registering with Lentl.io, the person or organisation entering into these Terms as a user of Lentl.io, together with all individual users accessing Lentl.io on that person’s behalf (together, “you”) accept and agree to be bound by these Terms. If you do not accept these Terms, you should not use Lentl.io.

## 2. WE CAN AMEND THESE TERMS

2.1 We can amend these Terms at any time. Amendments will be effective immediately when posted on Lentl.io. You are responsible for ensuring you are familiar with the latest Terms. By continuing to use Lentl.io, you agree to be bound by the Terms as amended (whether or not you have received any amendments). You can always find the current version of the Terms here [www.lentli.io/terms-conditions](http://www.lentli.io/terms-conditions).

## 3. HOW YOU SHOULD USE LENTL.IO

3.1 You agree to only use Lentl.io in a way that complies with all applicable laws and regulations, that does not infringe our rights or other users’ rights, and that does not inhibit or restrict other users’ enjoyment of Lentl.io.

3.2 Without limiting clause 3.1, in particular, you agree not to:

(a) Damage or harm Lentl.io, or any underlying or connected network or system; (b) use a harvesting bot, robot, spider, scraper, or other unauthorised automated means to access Lentl.io or content featured on it for any purpose; introduce any viruses, content or code that is technologically harmful; or do anything that could disable, overburden, or impair the proper working of Lentl.io, such as a denial of service attack; (c) use Lentl.io to do anything unlawful, misleading, malicious, or discriminatory; (d) modify or remove any Lentl.io logos, links or other branding when using our services; or (e) facilitate or encourage any violations of these Terms; or attempt to do any of the above.

3.3 To use Lentl.io, you must provide us with your customers’ email addresses (“Customer Information”). You can provide Customer Information to us directly or by connecting us with your customer email database(s) via an app or API. You agree that we may automatically send survey request emails relating to your business to the email addresses provided to us.

3.4 We will only use the Customer Information that you have provided to us for the purpose of obtaining your Net Promoter Score and other customer feedback about you, or to provide any other service that you have requested. For the avoidance of doubt, we will not sell, or trade Customer Information provided by you to third parties. You are solely responsible for ensuring that your provision of Customer Information to us complies with all applicable privacy or data protection laws and agreements that you have entered and that you are authorised to provide it to us.

3.5 You are responsible for all activity resulting from your use of Lentl.io. You indemnify us, and will keep us indemnified, against all forms of liability, action, proceeding, demand, cost, change and expense which we may incur or be subject to or suffer because of your use of Lentl.io.

3.6 Without limiting any other rights and remedies available to us, if we believe you have breached or are in breach of these Terms, we may:

(a) limit your activities on Lentl.io; (b) issue a warning to you; (c) suspend or cancel your access to Lentl.io; (d) co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity of or to locate anyone posting any content in breach of these Terms; and/or (e) disclose your identity and any other information we hold about you to any law enforcement authority if we believe this would assist to prevent the commission of any crime against a person or persons.

#### **4. FEES FOR USING LENTL.IO**

4.1 You may access and browse Lentl.io without creating an account. However, if you wish to use certain features, such as obtaining your Net Promoter Score and customer feedback, then you must create an account.

4.2 The fees charged for having an account are as set out at <https://www.lentl.io/pricing> ("Fees"). Fees are charged to your payment details in advance monthly and are non-refundable. Fees are subject to change at any time, however we will give you 30 days' notice of Fee changes by posting changes on Lentl.io. We will not be liable to you or any third party for any changes to Fees. Fees are inclusive of all taxes and you indemnify and hold us harmless against any claims by any tax authority for any underpayment of any tax or levy, and any penalties and/or interest.

#### **5. YOUR FREE TRIAL**

5.1 If you carry out a standard free trial of Lentl.io (as offered on our website), the free trial will begin on the day that your account is opened, and it will end 30 days later (the "Free Trial Period"). During the Free Trial Period, you will be able to send limited survey emails to your customers as detailed on the website. At the end of the Free Trial Period, you will need to provide valid payment details to continue to use Lentl.io.

5.2 If you carry out a promotional free trial of Lentl.io (as offered via the promotional QR code), the free trial will begin on the day that your account is opened, and it will end 90 days later (the “Free Trial Period”). During the Free Trial Period, you will be able to send up to limited free survey emails to your customers per month. At the end of the Free Trial Period, you will need to provide valid payment details to continue to use Lentl.io.

## **6. YOUR ACCOUNT INFORMATION**

6.1 You warrant that you have provided complete, accurate and current personal information such as your full legal name and email address when registering for an account (“Account Information”) and you agree to maintain and promptly update your Account Information to ensure it is kept current at all times.

6.2 We will take reasonable precautions and implement industry standard technical and organisational measures to keep your profile secure and protect it from unauthorised access, however you agree that we are entitled to rely on the authenticity and authority of your username, password and session-specific codes generated by your hardware device to process actions or requests you submit to Lentl.io and that we may do so without further enquiry.

6.3 You agree to keep your log in details and password secure and agree not to share your password with anyone else. We will not be liable for any loss or damage if you fail to comply with this security obligation.

6.4 You acknowledge that the internet is inherently insecure. You accept the risk that any information stored or transmitted on the internet or through email may be intercepted or subject to unauthorised access or fraudulent behaviour. If you think someone is accessing your account without your consent or if you would like to report disclosure of your Account Information, please contact us at [hello@lentl.io](mailto:hello@lentl.io).

## **7. YOU CAN DOWNGRADE YOUR ACCOUNT**

7.1 You can downgrade your account at any time by contacting [hello@lentl.io](mailto:hello@lentl.io). The downgrade will become effective from your next billing date. No refunds will be paid in respect of any unused portion of any higher account offering.

7.2 Downgrading your account may cause the loss of content, features or capacity of your account. If you choose to downgrade your account, we do not accept any liability for the resulting loss of data, content, features or capacity.

## **8. WE CAN BOTH CANCEL YOUR ACCOUNT**

8.1 You can cancel your account at any time by emailing us at [hello@lentl.io](mailto:hello@lentl.io).

8.2 If you cancel your account before the end of your current prepaid month, your cancellation will take effect immediately and you will not be charged again. You will not be entitled to a refund for any fees that you have already paid, and cancellation is not effective unless and until no money is owing on your account.

8.3 We reserve the right to decline to register, suspend, or cancel your account and your use of Lentl.io if we consider (in our absolute discretion) that you have breached any of these Terms. If you have registered under multiple aliases, all of these aliases will be disabled. If we suspend or cancel your account, you must not create another one without our prior approval. No refund or other credit is payable to you on cancellation unless we agree otherwise.

8.4 All of your data and content may be deleted from our systems immediately upon cancellation of your account. This content cannot be recovered once your account is cancelled. We are not liable for any loss or damage following, or because of, the cancellation of your account, and it is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

8.5 You agree that you cannot transfer, sell, lease, lend or trade your account without our prior written consent.

## **9. WE OWN LENTL.IO, YOU OWN YOUR CONTENT**

9.1 We (and our licensors or suppliers, as the case may be) own all intellectual property rights existing in Lentl.io, including all the content of Lentl.io (such as text, graphics, logos, icons and sound recordings), all software code underlying and forming part of Lentl.io and any improvements, enhancements, modifications or adaptations to Lentl.io.

9.2 A customer who provides written customer feedback to you through Lentl.io will own that customer feedback. You may use Lentl.io to contact your customers to request permission to publish customer feedback or to respond to any customer feedback given.

9.3 We can use (on a non-exclusive, royalty free and irrevocable basis) all data generated by Lentl.io, including your Net Promoter Scores, for our own purposes (e.g. benchmarking within industry sectors), but this information will not be used in such a way that will identify or be attributable to you or to any individual customer.

9.4 Unless you have received our prior written permission, you agree not to, and will not permit or encourage any third party to:

(a) adapt, reproduce, modify, reverse-engineer, decompile, distribute, print, display, perform, publish or create adaptations from any part of Lentl.io; or (b) commercialise, copy or on-sell any information or materials obtained from any part of Lentl.io.

9.5 You may not publish or use the Lentl.io brand, branding or logos without our prior written permission.

9.6 We do not claim ownership of any intellectual property rights in relation to the information or content you upload to Lentl.io (such as your profile information or other content or data that you provide in connection with your use of Lentl.io), however you grant us a non-exclusive, royalty free licence to collect, retain, use, copy, distribute or disclose it for the purposes of operating Lentl.io.

9.7 You agree to grant us with a non-exclusive royalty free licence to use your name and logo for our marketing and promotional material, including marketing and promotional material featured on our website.

## **10. SUSPECT THAT INTELLECTUAL PROPERTY RIGHT INFRINGEMENT IS OCCURRING ON LENTL.IO?**

10.1 We take intellectual property rights very seriously and we expect you to do the same. You warrant that any content you upload to Lentl.io does not contain anything which breaches any obligations of confidentiality or proprietary rights of any third party and that you own any intellectual property rights in such content. Before you submit content to Lentl.io, you must ensure that you hold the copyright or are otherwise licensed or authorised to use that content.

10.2 We will investigate all notices of copyright infringement. If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on or through Lentl.io, please contact us at [hello@lentl.io](mailto:hello@lentl.io).

## **11. WE WELCOME YOUR FEEDBACK, BUT YOU WON'T GET INTELLECTUAL PROPERTY RIGHTS AS A RESULT**

11.1 We welcome your feedback and ideas on how to improve Lentl.io. If you choose to submit your ideas, you agree that we are free to use them and that you will not have rights to any intellectual property that may be generated as a result.

## **12. WE PROVIDE AN API**

12.1 We provide an API to help you connect your customer lists to us. This API allows you to trigger survey emails (by sharing email addresses and associated tags), to add or delete people and to retrieve responses. As a result, information you share on Lentl.io may be accessed by applications through the API, provided you have given your permission. Your login details will never be shared.

12.2 You agree to comply with any additional API conditions or terms of use that we may introduce from time to time. You must not use the API to replicate the services provided by Lentl.io.

## **13. INFORMATION ON LENTL.IO SHOULD BE TREATED AS A GUIDE ONLY**

13.1 The information and functions provided on Lentl.io should not be your only source of information when you are making business decisions. They should be treated as a guide only. Use Lentl.io as a starting point and then seek independent professional advice.

## **14. LENTL.IO LINKS TO OTHER SERVICES, WEBSITES AND APPS**

14.1 Lentl.io may enable you to access other applications and websites. Even though these applications and websites are accessible through Lentl.io, they are not

owned and controlled by us. Any links to third party websites are provided for convenience only, and the inclusion of any link does not imply that we endorse or verify such websites. Accordingly, we are not responsible or liable for any loss or damage incurred by you because of your access to those applications and websites.

14.2 Your use of, and access to, third party applications and websites will be governed by their terms and conditions and privacy policies. When accessing a third-party website or application, we recommend that you read their terms and conditions and privacy policy.

## **15. LENTL.IO MIGHT NOT ALWAYS BE PERFECT**

15.1 Lentl.io is provided on an “as is” and “as available” basis and use of it is at your sole risk. We will try to promptly address (during normal UK business hours) all technical issues that arise in connection with Lentl.io, however there may be times when Lentl.io is inaccessible.

15.2 From time to time, we may issue an update to Lentl.io which may add, modify and/or remove features. We will endeavour to let you know about these changes in advance, but these updates may be pushed out automatically with little or no notice.

15.3 To the maximum extent permitted by law we disclaim and exclude all implied conditions and warranties. To avoid doubt, we do not warrant that: (a) Lentl.io will meet your specific requirements; (b) Lentl.io will be uninterrupted, timely, secure, or error free; (c) the results that may be obtained from the use of Lentl.io will be accurate or reliable; (d) the quality of any products, services, information or other material purchased or obtained by you through Lentl.io will meet your expectations; or (e) any errors in Lentl.io will be corrected.

15.4 We will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from the use of, or the inability to use, Lentl.io.

15.5 We may use third party suppliers to provide necessary hardware, software, networking, connectivity, storage and related technology required to provide Lentl.io. The acts and omissions of those third-party suppliers may be outside of our control, and we do not accept any liability for any loss or damage suffered as a result of any act or omission of any third-party supplier.

## **16. DISPUTES**

16.1 If you wish to notify us of any dispute you have with us, you should contact us at [hello@lentl.io](mailto:hello@lentl.io).

## **17. THIS IS A LEGAL AGREEMENT, SO SOME GENERAL PROVISIONS APPLY**

17.1 These Terms are governed by UK law, and you submit to the exclusive jurisdiction of the UK courts for any matter or dispute arising in relation to these Terms.

17.2 These Terms (and any additional API conditions or terms of use introduced from time to time) constitute our entire agreement and supersede all prior agreements, arrangements, understandings and representations (whether oral or written) given by or made between us and you, in relation to these Terms or use of Lentl.io.

17.3 If any provision of these Terms is found by a court or other competent authority to be invalid, unenforceable or in conflict with the law, that provision is limited or eliminated to the minimum extent so that these Terms otherwise remain in full effect.

17.4 If we do not exercise or enforce any right available to us under these Terms, it does not constitute a waiver of those rights.

17.5 The headings used throughout these Terms are provided for your convenience and do not affect the meaning of these Terms.

## **18. CONTACT US**

18.1 If you have any questions about these Terms, the practices of Lentl.io, or if you would like to give us feedback or notice, you can contact us in the following ways:

**Email:** [hello@lentl.io](mailto:hello@lentl.io)

**Phone:** +(44) 1772 823734

**Post:** Blue Wren Ltd, 15 Ribblesdale Place, Winckley Square, Preston, Lancashire, PR1 3NA United Kingdom