



## Terms of Service - Twig Advance

Your subscription to the Service(s) (as defined below) is subject to these Terms and Conditions and our Privacy Notice (as updated by us from time to time) which form a legally binding contract between you and us (the “Agreement”).

The Service is available on subscription with support. The terms and conditions of support for your Service are also set out in this Agreement. This Agreement governs your use of the Service.

You should read this Agreement carefully in full before installing, accessing or using the Service. You indicate that you agree to all the terms of this Agreement on the earlier of the date you access the Twig Advance Feature or the date a subscription agreement is signed by the customer (the Effective Date). Please note, unless otherwise specified by us in writing, you cannot use the Service for a trial period and no refund or cooling-off period applies. We may undertake credit checks when you apply for a subscription to the Service.

Where we make available a promotional offer in respect of the Service, we will confirm the details of such promotion and duration in the documentation. If you continue to use the Service beyond the promotional period or if you take the Service without any promotional offer, you agree to pay the applicable subscription fee and service fees (plus any VAT or applicable sales tax) as set out in this Agreement. Any promotion will be subject to these terms and conditions and we reserve the right to withdraw or cease to offer any promotion at any time without notice to you.

We may update this Agreement at any time, the most recent versions can be accessed on our Website. We may make reasonable efforts to communicate any changes to you via a notification in the Service or by contacting you, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement as you will be deemed to accept all updates we may make from time to time if you continue to access and use the Feature. If we make a change that’s materially detrimental to you, you may terminate this Agreement and we will reimburse any prepaid Subscription Fees as at the date of termination.

### 1. Definitions

- **Us:** Twig USA inc
- **Account:** all session notes, personal information and other details provided by you as part of accessing or using the Service
- **You:** The person agreeing to the terms and conditions to access Twig Advance
- **Services:** the services which Twig provides through the Feature. Full details provided in “Schedule 1 - Twig Advance”



- **Fee:** the fee due by the user to Twig for activating the Feature and for using the Services. The fee structure includes a repayment of the principal amount and also the weekly subscription payments
- **Effective Date:** the earlier of the date you first access the Twig Advance Feature or the date an agreement contract is signed
- **Confidential Information:** any type of information, written or oral, recorded on electronic, analogue or digital media, concerning the commercial activity of the Parties and their respective business partners, including, but not limited to, information on products, services, personnel, company organization, research and development activities, know-how, customers and related personal data, industrial and commercial secrets, computer, technological and digital information programs and systems, excluding information in the public domain
- **Privacy Notice:** Twig Group Ltd's privacy notice which is accessible via [link](#) and may be amended by Twig from time to time
- **Subscription Term:** the period of time you subscribe to the Services. This will begin on the effective date and end on the final subscription payment depending on the duration of the subscription term selected (described in Schedule 1)
- **Feature:** Access to Twig advance through the Twig app

## 2. Term and termination

### *Start Date and Renewal*

This Agreement commences on the Effective Date and shall continue for the Subscription Term, unless terminated earlier in accordance with this Agreement.

### *Cancellation*

You are solely responsible for the proper cancellation of its subscription. You may cancel its subscription at any time with a notice period of 30 days.

### *Suspension and Termination of Service*

Twig may suspend your access to the Service and terminate this Agreement and your use of the Service at any time in the event you materially breach this Agreement (including failure to pay, which may occur if the payment card cannot be charged) and do not cure such breach within 14 days of Twig providing you with written notice of such breach (including notice by email), or earlier if a specific subscription or Additional Terms provides otherwise. Notwithstanding the foregoing, Twig may immediately suspend or terminate your access to the Service without liability if you are in violation of Usage Rights or Applicable Law according to this Agreement (see 4.), as determined by Twig in its sole discretion. Twig may also downgrade, suspend or terminate your access to the Service without liability, after providing you with 30 days' advance written notice, if you fail to affirmatively agree to material modifications of this Agreement pursuant to changes in Support and Service level. For instances other than non-payment or violation of Usage Rights or Applicable Law as defined under 4.



### 3. Modification of Service or this Agreement

#### *Modification of Agreement*

Twig may modify or update this Agreement at any time. In the event Twig determines it is necessary to make a material modification to this Agreement, you will be notified of such change and asked to affirmatively agree to such modified version of the Agreement. Note, however, that your use of the Service after modifications to the Agreement become effective constitutes your binding acceptance of such changes.

#### *Exclusive Remedy*

If you are dissatisfied with the terms of this Agreement or any modifications to this Agreement or the Service and your reason for dissatisfaction can not be sufficiently addressed by Twig, you agree that your sole and exclusive remedy is to terminate your subscription and discontinue use of the Service.

### 4. Usage Rights; Restrictions; Support

#### *Usage Rights*

During the Term, Twig grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive right to access and use the hosted software products and related documentation included in the Service and all modifications and/or enhancements to any of the foregoing (collectively, the "Software"). Nothing in this Agreement obligates Twig to deliver or make available any copies of computer programs or code from the Software to you, whether in object code or source code form. You agree to use the Service, including the Beta Service, only in compliance with all applicable local, state, national, and international laws, rules and regulations ("Applicable Law"). You shall not, and shall not agree to, and shall not authorize, encourage or permit any third party to use the Service, including any Beta Service:

- to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, fraudulent, obscene, threatening, abusive, hateful, contains viruses, or is otherwise objectionable as reasonably determined by Twig;
- for any fraudulent or inappropriate purpose, or in a manner for which it is not intended to be used (as determined by Twig in its sole discretion);
- to attempt to decipher, decompile, delete, alter or reverse engineer any of the Software;
- to duplicate, make derivative works of, reproduce or exploit any part of the Service without the express written permission of Twig;
- with any robot, spider, other automated device, or manual process to monitor or copy any content from the Service other than copying or exporting of the Data as contemplated in the documentation; or



- to rent, lease, distribute, or resell the Software, or access or use the Software or Services for developing a competitive solution (or contract with a third party to do so), or remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Software or displayed in connection with the Service.
- republish material from our Feature (including republication on another Feature), except in the case of social media such as Facebook and Twitter in which case you are permitted to publish extracts (only) in order to promote use of the Feature;
- sell, rent or sub-license material from our Feature;
- show any material from our Feature in public;
- exploit material from our Feature for a commercial purpose; or
- redistribute material from our Feature.

We reserve the right to restrict access to areas of our Feature, or indeed our whole Feature, at our discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Feature.

You must not edit or otherwise modify any material on our Feature unless specifically asked by us or agreed to in writing.

### *Support*

Twig shall: (a) provide basic support in connection with your use of the Service at no additional charge other than the Fee, (b) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (which Twig shall schedule to the extent practicable after business hours), (ii) any unavailability caused by circumstances beyond Twig's reasonable control, including, but not limited to, acts of God, acts of government, floods, fires, earthquakes, pandemics, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), internet service provider failures or delays, or denial of service attacks, or (iii) as necessary to update the Service to ensure its security and integrity, and (c) provide the Service only in accordance with Applicable Law. Twig's hours for basic support are 6:00 a.m. to 6:00 p.m., British Standard Time, on weekdays, in the English language via telephone, email and chat.

### *Security Safeguards*

Twig shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the Service, and the security of your Data. Twig shall not (a) disclose your Data except as compelled by Applicable Law or as you expressly authorize in writing, or (b) access your Data except to provide the Service and prevent or address service or technical problems, or at your express request in connection with customer support matters. In the event Twig is compelled by Applicable Law to disclose your Data, we will provide you with notice thereof, (in advance, if possible) if permitted by Applicable Law.

### *Your Responsibility*



You are solely responsible for your Data, and all uses of your Data that occur through your account.

#### 5. Payment Terms; Automatic Renewal

THE SUBSCRIPTION TO THE SERVICE RENEWS AUTOMATICALLY ON A WEEK-TO-WEEK UP UNTIL THE END OF THE SUBSCRIPTION TERM. FURTHER DETAILS ON PAYMENT OF THE SUBSCRIPTION AND ADVANCE PRINCIPAL AMOUNT CAN BE FOUND IN SCHEDULE 1

##### *Pricing Adjustments*

We may offer certain discounts if you prepay any week-to-week subscription. If you cancel a subscription, or a subscription is suspended for nonpayment, before your prepayment has been depleted, we will refund any unearned prepayment fees but you will no longer qualify for a prepayment discount and you will be charged the difference between the weekly and prepayment discount pricing for the number of weeks the subscription was active during a prepayment period.

##### *Fees and Taxes*

All fees are exclusive of all taxes or duties imposed by governing authorities. Other than sales taxes which Twig may be required to collect from you and remit to appropriate taxing authorities, you are solely responsible for payment of all such taxes or duties.

##### *Subscription Charge Adjustments*

Twig may at any time, upon notice of at least 90 days, or a longer period if required by Applicable Law, change the price of the subscriptions or any part thereof, or institute new charges or fees. If you have prepaid any week-to-week subscription service, price changes and institution of new charges implemented after the prepayment will go into effect for any of your next weekly subscription term after the 90 days' notice and the updated fees will be subtracted from the prepayment. If you do not agree to any such price changes, then it must cancel your subscription and the subscription to the Feature, and stop using the Service prior to the commencement of the renewal subscription period for which the price change applies.

#### 6. Your Obligations

You agree to:

- pay the Subscription and principal Fee when due;
- provide us with:
  - all necessary cooperation in relation to this Agreement; and
  - all necessary access to such information as we may reasonably require in order to provide the Feature and Services, including but not limited to Customer Data, security access information and configuration services;



- comply with all applicable laws and regulations in respect of your activities under this Agreement;
- carry out all its obligations under this Agreement in a timely and efficient manner. We will not be responsible for any delay in the provision of the Feature as a result of any third party act or omission;
- ensure you use the Feature in accordance with this Agreement and it will be responsible for any breach of this
- notify us in writing of any defect or alleged defect in the Feature within five days of the date you become aware of it

## 7. Our Obligations and Guarantees

We agree that the Feature will perform substantially in accordance with the documentation.

We do not warrant that your use of the Feature will be uninterrupted or error-free, or that the Feature, documentation and/or the information obtained by you through the Feature will meet your requirements or produce particular outcomes or result; and are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledges that the Feature may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 8. Intellectual Property Rights

### *Twig Rights*

As between the parties, Twig owns and shall retain all right, title and interest in and to (a) the Software, Service, and Beta Service including all intellectual property rights therein if not stated differently in this Agreement, and (b) all operational and performance data related to your use of the Service and Beta Service, including, without limitation, which Features are used, time spent using the Service and Beta Service, and similar data and metadata created in connection with the Service and Beta Service, together with analysis of such operational and performance data and derived findings, correlations, discoveries, and other insights or learnings derived by Twig from such analysis (collectively, "Performance Data"). Twig may collect, use, and disclose all such Performance Data for its business purposes (such as software use optimization and product marketing), including by combining and analyzing Performance Data with other data. Twig shall not disclose Performance Data to any non-affiliated third party unless such Performance Data has been anonymized or de-identified, or is disclosed in aggregated form, in all cases such that Performance Data does not reveal your identity, any of your confidential information, or any personally identifiable information that belongs to the you.

### *Your Rights*

You retain all right, title and ownership interest in and to your Data.



### *Feedback*

To the extent you provide any suggestions, enhancement requests, recommendations, comments, or other feedback (“Feedback”) about the Service, including the Beta Service, to Twig, the Feedback will not be considered confidential or proprietary, and Twig may use and include any such Feedback to improve the Service and/or the Beta Service, or for any other purpose. Accordingly, if you provide Feedback, you agree that Twig shall own all such Feedback, and Twig and its affiliates, licensees, clients, partners, third-party providers and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Service or other related technologies, and you hereby assign all rights in such Feedback to Twig.

## 9. Limitation of Liability

There are certain responsibilities that, by law, we aren’t allowed to exclude, including our legal responsibility for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, and we acknowledge those responsibilities.

However, apart from the legal responsibilities, we shall not be legally liable for any loss (both immediate and indirect) or damage suffered by anyone as a result of use of the Feature.

All legal obligations which may be implied or incorporated into the Terms by law or regulation are expressly excluded to the extent permitted by law. We have tried to make these Terms sufficiently comprehensive and clear and we don’t wish any other terms to be implied.

In the event that any limitation or exclusion of liability in the Terms is not enforceable, then we shall not be liable to you or your employer for more than 100% of the fees paid in respect of the Services provided to you in the twelve months preceding the day you make your complaint.

## 10. Copyright

Where we have legally protectable rights over the Content on the Feature, such as copyright, those rights are important to us and will remain ours at all times.

Where we have added notes or marks to show our legal rights (such as copyright) you must not delete or remove such notices placed by us on any Content.



## 11. General Terms

If any of the Terms are held to be illegal or unenforceable, those (but only those) provisions shall be deemed to be deleted and the rest of the Terms shall remain in full force and effect.

The Terms and the agreement with you constitute the entire agreement and replace any previous agreement or understanding (in whatever form) between us in respect of the matters contained or referred to in the Terms.

You may not assign, transfer or subcontract any of your rights under the Terms without our prior written consent. We may assign, transfer or sub-contract all or any of our rights at any time without consent.

A person who is not a party to the Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision in the Terms.

No waiver by either of us shall be effective unless in writing, and no waiver shall constitute a continuing waiver so as to prevent us or you from acting upon any continuing or subsequent breach or default.

The Terms shall be subject to the laws of England and the parties submit to the exclusive jurisdiction of the English courts.





## **SCHEDULE 1 – TWIG ADVANCE**

From the Effective Date and subject to payment of the relevant Charges, Twig shall permit the Customer access to the Twig Advance Feature up until the final Payment due date.

### **The parties**

This Secured Promissory Note (“Note”) made on the effective date, is by and between:

Borrower: You (“Borrower”), and

Lender: Twig USA inc. (“Lender”).

### **Subscription terms**

The Lender agrees to lend the Borrower under the following terms:

- **Subscription payment:** A weekly payment depending on the agreed duration as per below
  - 4 week Advance agreement - \$9 per week
    - Payment Due dates 7, 14, 21 and 28 days after the effective date
  - 8 week Advance agreement - \$10 per week
    - Payment Due dates 7, 14, 21, 28, 35, 42, 49 and 56 days after the effective date
  - 12 week Advance agreement - \$12 per week
    - Payment Due dates 7, 14, 21, 28, 35, 42, 49, 56, 63, 70, 77 and 84 days after the effective date
- **Principal Amount:** A maximum limit of \$1,000 over the period of the contract
  - Payment due date is the date of the final subscription payment

### **Payment is due**

Any payment made by the Borrower is considered late if made more than 1 day after any payment due date (“Payment Due Date”). This shall include, but not be limited to, any payment made related to the Principal amount or weekly subscription payments.

### **Security**

In the event of default by the Borrower, this Note shall be secured with the following property: Any items that the borrower uploaded to the Twig Advance Feature (“Security”).

The Security shall transfer to the possession and ownership of the Lender immediately. The Security may not be sold or transferred without the Lender’s consent. If Borrower breaches this provision, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law. The Lender shall have the sole option to accept the Security as full payment for the Borrowed Money without further liabilities or obligations. If the market value of the Security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.



**No prepayment penalty**

The Borrower is eligible to pre-pay the Borrowed Money, at any time, with no pre-payment fee.

**Acceleration**

If the Borrower is in default under this Note or is in default under another provision of this Note, and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable.

**Attorney's fees and costs**

Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or to obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

**Waiver of presentments**

Borrower waives presentment for payment, a notice of dishonor, protest, and notice of protest.

**Non-waiver**

No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

**Severability**

In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

**Integration**

There are no agreements, verbal or otherwise that modify or affect the terms of this Note. This Note may not be modified or amended except by a written agreement signed by Borrower and Lender.

**Conflicting terms**

The terms of this Note shall control over any conflicting terms in any referenced agreement or document.

**Notice**

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed above.



**Execution**

The Borrower executes this Note as a principal and not as a surety

**Governing Law**

This Note shall be governed under the laws in the United States of America

**Entire agreement**

This Note contains all the terms agreed to by the parties relating to its subject matter, including any attachments or addendums. This Note replaces all previous discussions, understandings, and oral agreements. The Borrower and Lender agree to the terms and conditions and shall be bound until the Borrower repays the Borrowed Money in full.