

PRODUCTPARTNER: TERMS OF SERVICE

Last Updated: 3rd October 2023 (Version 1.1)

This Terms and Conditions Agreement (the "Agreement") is entered into by and between Iterar Tech SL trading as ProductPartner via www.productpartner.io ("Provider") and the subscribing organisation ("Subscriber"). Together, Provider and Subscriber are referred to as the "Parties."

01) Services

01A) Description: Provider agrees to provide business coaching services ("Services") to the Subscriber.

01B) Subscription: Subscriber shall pay upfront the agreed-upon subscription fee to access the Services for the duration of the subscription period.

01C) Term: The initial term of this Agreement corresponds with the subscription selected by the Subscriber:

Selected Subscription	Initial Term
Monthly	One (1) month
Quarterly	Three (3) months
Annual	Twelve (12) months

After the initial term, this Agreement shall automatically renew, unless terminated by either party. For termination information, see clause 08) Termination.

01D) Delivery: Provider shall have sole discretion in determining the methods, means, and format for delivering the Services to Subscriber. Subscriber acknowledges that Provider's chosen methods of service delivery may evolve or change over time, and agrees to cooperate and adapt to any reasonable changes made by Provider.

01E) Service Recipients: The Subscriber is required to purchase a Subscription for each team member that will receive the Services. The Services will then be made available to designated team members of the Subscriber. The Parties shall collaborate to determine the specific individuals who will receive the Services. The designated recipients may be changed or updated by mutual agreement between the Parties. Changing or updating the designated pre-existing recipients can occur only once every ninety (90) days, except for exceptional circumstances such as a designated recipient ending their employment with the Subscriber.

02) Payment and Billing

02A) Fees: Subscriber agrees to pay the subscription fee upfront, as specified by Provider. The fee may be subject to applicable taxes and is non-refundable. Up to date fees can be found at www.productpartner.io/#pricing

02B) Payment Method: Subscriber shall provide valid payment information and authorise recurring payments for the Services. Provider may suspend or terminate the Services if payment is not received.

02C) Price Changes: Provider reserves the right to change the subscription fees with prior notice (thirty (30) days) to Subscriber. Subscriber may choose to cancel the Services in response to fee changes.

03) Intellectual Property

03A) Ownership: Provider retains all intellectual property rights to any materials, documents, or resources provided as part of the Services.

03B) Licence: Provider grants Subscriber a non-exclusive, non-transferable licence to use the materials solely for internal purposes related to the Services.

04) Confidentiality

04A) Definition: "Confidential Information" refers to any proprietary or confidential information disclosed by one party to the other during the term of this Agreement.

04B) Confidentiality Obligations: Each party shall maintain the confidentiality of the other party's Confidential Information and use it solely for the purpose of this Agreement, unless otherwise authorised in writing or required by law.

05) Limitation of Liability

05A) Exclusion: Provider shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or relating to the Services.

05B) Total Liability: In no event shall Provider's total liability exceed the amount paid by Subscriber to Provider under this Agreement in the preceding 3 (three) months.

06) Modifications to Services

Provider reserves the right to modify, suspend, or discontinue any part of the Services with prior notice (thirty (30) days) to Subscriber. Provider shall not be liable for any consequences resulting from such modifications.

07) Force Majeure

Neither party shall be held liable for any failure or delay in performing their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, war, or government regulations.

08) Termination

08A) Termination for Convenience: Either party may terminate this Agreement for any reason by providing written notice to the other party.

08B) Effects of Termination for Convenience: Upon termination, Provider will continue to fulfil Services until the completion of the current subscription term. The Provider has no obligation to provide any full or partial refunds to the Subscriber.

08C) Termination for Cause: Either party may terminate this Agreement in the event of a material breach by the other party, which remains uncured after a reasonable cure period. A material breach includes, but is not limited to, non-payment of fees, violation of intellectual property rights, or failure to comply with the terms outlined in this Agreement. Any reasons must be provided in writing to the other party.

08D) Effects of Termination for Cause: Subscriber's access to the Services shall be immediately terminated.

09) Non-Solicitation: During the term of this Agreement and for a specified period (six (6) months) after its termination, Subscriber agrees not to directly or indirectly solicit or hire any employees or contractors of Provider involved in providing the Services.

10) Non-Exclusivity: Subscriber acknowledges and agrees that Provider's services are non-exclusive, and Provider retains the right to provide similar services to other businesses and entities. Nothing in this Agreement shall restrict Provider from engaging in similar business activities or providing similar services to third parties. Subscriber understands and accepts that Provider may have other clients or customers who receive similar or overlapping services.

11) Assignment: Neither party may assign or transfer their rights or obligations under this Agreement without the prior written consent of the other party, except in the case of a merger, acquisition, or change of control.

12) Notices

12A) Method of Notice: Any notices required or permitted under this Agreement shall be in writing.

12B) Subscriber to Provider Notice: Any notices sent from the Subscriber to Provider must be sent to the following email address: hello@productpartner.io. The notice shall only be deemed valid upon written confirmation of receipt by the Provider.

12C) Provider to Subscriber Notice: Any notices sent from the Provider to Subscriber must be sent from the following email address: hello@productpartner.io. Any notices will be sent to the email address associated with the billing information provided by the Subscriber.

13) Survival: Any provisions in this Agreement that, by their nature, should survive termination or expiration of this Agreement shall continue to remain in effect.

14) Dispute Resolution

14A) in the event of any dispute arising out of or relating to this Agreement, the Parties agree to engage in good faith negotiations to resolve the dispute amicably.

14B) If the dispute cannot be resolved through negotiations, the Parties agree to pursue mediation or other alternative dispute resolution methods before resorting to litigation.

15) Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties will work together in good faith to replace any invalid provision with a valid one that reflects the original intent of the Agreement.

16) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

17) Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the referral program and supersedes all prior agreements, understandings, or representations, whether written or verbal.

18) Relationship of the Parties

The relationship between Provider and Subscriber under this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the Parties. Provider shall have no authority to bind Subscriber or act on Subscriber's behalf without explicit written authorization. Subscriber acknowledges that Provider's role is limited to providing product team coaching services as described in this Agreement.

End of Agreement

This concludes the Terms of Services Agreement between Provider and Subscriber regarding the product team coaching services. By accessing or using the Services, the Subscriber acknowledges and agrees to be bound by the terms and conditions set forth in this Agreement. If you have any questions or concerns regarding this Agreement, please contact us at hello@productpartner.io