Findmyshift - Terms and conditions

Last updated: 01/10/2019

Terms & Conditions ("Agreement")

Findmyshift is provided by Findmyshift B.V. (“Findmyshift”, “we” or “us”), a company incorporated under the laws of The Netherlands and registered with the the Dutch Chamber of Commerce (Kamer van Koophandel, KvK) with number 76110168, located at Panamalaan 5H, 1019AS, Amsterdam, Noord Holland, Netherlands.

Findmyshift provides a tool for employers to efficiently create staff schedules, manage shift requests, track labour costs and communicate with staff. Users subscribe to a Platform and related Services via the Findmyshift website and mobile application, which then allows End-Users to create one or more Schedules and manage them.

1. Definitions

1.1. In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

1.1.1. ‘Agreement’ means these Terms and Conditions and all materials referred or linked to in here;

1.1.2. ‘Content’ means all information, data, images, documents, files, scripts, applications, electronic media, calendar dates, tasks, telephone, e-mail or other contact details, logos, text, webpage and any other file or data or similar material to each of the foregoing which is uploaded, distributed, disseminated or incorporated, processed or entered into, onto or via the Platform. Content may be provided by Findmyshift or Users;

1.1.3. ‘Customer’ means any individual or organisation who pays for the Subscription and is identified in the applicable account record, billing statement or online subscription process as the Customer;

1.1.4. ‘Data Protection Laws’ means all applicable legislation relating to data protection and privacy including without limitation the Data Protection Act 1988, the EU Data Protection Directive 95/46/EC and General Data Protection Regulation (EU) 2016/679, and all laws and regulations which amend or replace any of them, together with any national implementing laws;

1.1.5. ‘End-User’ means any person who is a member of staff of or otherwise works for or is associated with the Customer (such as, but not limited to, employees, volunteers, contractors and directors) and who has access to and uses the Services;

1.1.6. ‘Personal Data’ means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws.

1.1.7. ‘Services’ means all Findmyshift websites and mobile applications, features, products and services provided by Findmyshift and accessible via the Subscription;

1.1.8. ‘Subscription’ means the fees payable by Customer to Findmyshift in order to access and use the Services;

1.1.9. ‘Subscription Term’ means the period for which the Customer has paid fees to receive access to and use the Services;

1.1.10. ‘User’ means any person or entity who can access and use the Services via a Customer’s Subscription, including Customer and End-Users;

1.1.11. ‘User Content’ means any content uploaded, submitted or sent to the Services by a User;

1.1.12. ‘Virus’ means any software, hardware or device (whether tangible or intangible) which may prevent, impair or otherwise adversely affect the operation of any software, hardware, network or any related or similar service or device. For the avoidance of doubt, Virus includes but is not limited to viruses, malware, malicious code, Trojan horses, worms, corrupted files, time bombs, and cancelbots;

1.1.13. ‘Schedule’ means an entity comprising of persons, resources, shifts and other related Content. Depending on your region, this may be referred to as a roster, roster or schedule in the Services;

1.2. Terms defined in the singular include the plural and vice versa.

1.3. Any reference to “you” and “your” refers to Users of the Services.

2. Acceptance of this Agreement

2.1. By accessing and/or using the Services you acknowledge having read the present Agreement and expressly agree to be bound by its terms. If you do not agree to all of the terms of this Agreement you are not authorised to access or use the Services.

2.2. This Agreement shall enter into effect as soon as you first access or use the Services.

2.3. This Agreement, and any documents referred to in it, constitutes the whole Agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

2.4. Findmyshift reserves the right to update and change this Agreement from time to time.

2.4.1. If such changes are not likely to affect Users’ rights, obligations and/or use of the Services, we reserve the right to implement such changes without notice. Changes will become effective immediately.

2.4.2. If such changes are likely to affect the Users’ rights, obligations and/or use of the Services, reasonable notice will be given via the Services. Changes will become effective after such reasonable notice has been given.

2.4.3. Accessing and/or using the Services (whether continuous or not) after any such changes shall constitute your consent to such changes to this Agreement. If you do not agree to any changes, do not use or access (or continue using or accessing) the Services.

2.4.4. Changes to this Agreement will not apply retroactively.

2.5. Any new features that augment or enhance the current Services, including the release of new tools and resources, shall be subject to this Agreement.

2.6. Each of the parties acknowledges and agrees that in entering this Agreement it does not rely on any undertaking, promise, representation (or misrepresentation), warranty, or understanding of any person relating to the subject matter of this Agreement, which is not expressly set out herein.

2.7. You guarantee and warrant to Findmyshift that you possess the legal capacity to enter into and perform this Agreement and any other agreements formed in accordance with this Agreement.

2.8. You will not use the Services for any purpose that is unlawful or prohibited by this Agreement.

2.9. You can review the most current version of this Agreement (including the Privacy Policy) at any time at https://www.findmyshift.com/terms-and-conditions.

3. Access to the Services

3.1. Subject to correct payment of the Subscription by the Customer in accordance with Clause 11 and full compliance with the terms of this Agreement, Findmyshift hereby grants you a non-exclusive, non-transferrable right to access and use the Services during the Subscription Term solely for internal business purposes.

3.2. Findmyshift controls and operates the Services from its headquarters in The Netherlands and makes no representation that the Services or the materials in the Services are appropriate or will be available for use in locations other than The Netherlands. If you use the Services from outside The Netherlands, you are entirely responsible for compliance with applicable local laws regarding access to and use of the Services, the transmission of data exported from the country in which you reside and acceptable use of and conduct on the internet.

3.3. Save as expressly permitted in this Agreement, you shall not do any of the following:

3.3.1. distribute, sell, supply, copy, modify, alter adapt, translate, amend, incorporate, merge or otherwise alter the Services provided to you by Findmyshift;

3.3.2. attempt to actually decompile, reverse engineer or otherwise disassemble any Content or Service provided by Findmyshift;

3.3.3. attempt to circumvent any part of the user interface provided for the Services for any reason without written permission from Findmyshift;

3.3.4. remove or alter any Content provided by us to you;

3.3.5. reverse engineer or attempt to extract the source code for any of the Services;

3.3.6. duplicate, sell, lease, sub-licence, rent, share, republish or redistribute any Content made accessible to you through the Services;

3.3.7. attempt to copy or decrypt any Content provided to you by Findmyshift, nor any software, source code or any part thereof provided to you;

3.3.8. remove or alter any logo, trade mark, trade name, copyright or other proprietary notification or marking affixed to or embedded in any Content or anywhere in or on the Services;

3.3.9. allow or set up any accounts for non-humans including bots, programs, or scripts to operate the Services; and

3.3.10. use bots, programs or scripts to set up accounts to access or use the Services.

3.4. When using the Services, you must not access, store, distribute or transmit any material that:

3.4.1. is unlawful, harmful, defamatory, obscene or infringing;

3.4.2. consists of or facilitates an illegal activity;

3.4.3. is discriminatory on the grounds of age, race, gender, religion, sexual orientation or disability;

3.4.4. may reasonably be considered to cause damage or injury to another person or property, or be in breach of another person's or entity's rights; and

3.4.5. consists of or contains any Viruses.

3.5. You must not use the Services to generate any form of SPAM or unsolicited contact, including but not limited to emails, SMS messages and push notifications.

3.6. Customer shall at all times remain responsible and liable for the acts and/or omissions of End-Users who access these Services, including any breach by them of the terms of this Agreement.

3.7. Any breach of Clause 3 entitles Findmyshift to either suspend access to the Services temporarily or permanently, or terminate this Agreement without prejudice to any other rights or remedies Findmyshift may have against you.

4. Provision of Services by Findmyshift

4.1. The Services are provided "as is" and "as available", with no guarantee or warranty that the Services will be uninterrupted, timely, accurate, reliable, secure or error free, or that defects will be corrected.

4.2. In order to ensure continuity of services, we use all reasonable commercial endeavours:

4.2.1. to ensure at least 99.9% total uptime of the Service, as measured over a rolling 3-month (90 day) period by a reputable external monitoring service of our choice from time to time. Any period of planned maintenance is excluded from the 90-day uptime calculation. We will make reports of our uptime available on written request (such request not to be made more than twice in any calendar year). If availability of the Services as described in this Clause is lower than 75% (seventy five percent) in any 3-month (90 day) period, User shall be entitled to terminate the Agreement within 7 days of notifying us in writing of this failure;

4.2.2. to use commercially available software to protect our systems and the Services from Viruses or any other malicious or harmful contents and ensure that our Services are secure, however no guarantee or warranty is given in this respect; and

4.2.3. if a security flaw is detected, to provide notification as soon as is practicable after detection.

4.3. No guarantee or warranty is made that the Services will work identically on all browsers and all devices, and it is exclusively your responsibility to check whether any Services will work on your intended browsers or devices.

4.4. No guarantee or warranty is made to the deliverability of messages originating from the Services, including but not limited to emails, SMS messages and push notifications.

4.5. The contents of the Services do not constitute advice and should not be relied upon in making or refraining from making, any decision.

4.6. Content submitted or uploaded to the Services is not actively monitored and may contain objectionable content. If you find content to be offensive or in breach of this Agreement, please contact the support team.

5. User account, password and security

5.1. Should you wish to create an account in the Services, you will be required to provide certain information and register a username and password for access to and use of the Services. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You may not use another person's account without the express permission of the account holder.

5.2. In no event will Findmyshift be liable for any indirect or consequential loss or loss of profits or loss of goodwill or damage whatsoever resulting from the intentional or unintentional disclosure of your username and/or password.

5.3. You agree to notify us immediately of any unauthorised use of your passwords or accounts and to reimburse us for any improper, unauthorised or illegal use of the same by you or by any person obtaining access to the Services or otherwise, by using your designated username and password, whether or not you authorised such access.

6. User Content uploaded and submitted to the Services

6.1. User Content is your exclusive responsibility as User. Findmyshift is in no way responsible for the uploading or submission of User Content.

6.2. In particular, User Content:

6.2.1. must not be of a private or sensitive nature, unless prior consent is obtained by the owner of the User Content, or by the subject of the User Content. Where such data or information is deemed “Personal Information” under the Data Protection Act 1998 (including any subsequent amendments) or “Personal Data” under the General Data Protection Regulation (EU) 2016/679, the provisions of Clause 7 shall apply;

6.2.2. must be copyright free, and must not infringe any copyright, moral right, database right, trade mark right, design right, right in passing off or any intellectual or other property rights of any nature belonging to any third parties;

6.2.3. must not be in breach of any laws, including but not limited to official secrets legislation, or racial or religious hatred or discrimination legislation;

6.2.4. must not be libellous or maliciously false;

6.2.5. must not infringe any right of confidence, right of privacy, or right under data protection legislation;

6.2.6. must not constitute negligent advice or contain any negligent statement;

6.2.7. must not constitute an incitement to commit a crime;

6.2.8. must not relate to an individual's racial origin, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life, sexual orientation, criminal convictions, criminal offences and their related security measures;

6.2.9. must not contain an individual's genetic or biometric data;

6.2.10. must not contain the personal data of an individual under the age of 16 years old;

6.2.11. must not be in contempt of any court, or in breach of any court order;

6.2.12. must not be in breach of any contractual obligation owed to any person;

6.2.13. must not depict violence in an explicit, graphic or gratuitous manner;

6.2.14. must not be untrue, false, inaccurate or misleading;

6.2.15. must not consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;

6.2.16. must not constitute spam;

6.2.17. must not be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory;

6.2.18. must not cause annoyance, inconvenience or needless anxiety to any person;

6.2.19. must not be obscene, indecent, pornographic or sexually explicit, offensive, immoral, malicious or derogatory to any users it may be visible to;

6.2.20. must be taken down if requested by the owner of the User Content, the subject of the User Content, or by Findmyshift;

6.2.21. may be made public (intentionally or unintentionally) to any Users associated with your account; and

6.2.22. may be removed by Findmyshift if it is deemed to be inappropriate.

6.3. For the avoidance of doubt, the restrictions on User Content in Clause 6.2. are in addition to and not in lieu of the restrictions in Clause 3 (‘Access to Services’).

6.4. Notwithstanding our rights under this Agreement in relation to User Content, we have the right to, but do not undertake to, monitor

the submission of User Content to, or the publication of User Content on, the Services.

6.5. You must not use any User Content to link to any website, web page or resource consisting of or containing material that would, were it posted within the Services, breach the provisions of this Agreement.

6.6. Each User agrees and confirms that no claim may be brought by it against Findmyshift arising out of or in connection with any inaccuracy in the Services or in any information comprising part of the Services arising as a result of any untruth, inaccuracy or incompleteness of any User Content.

6.7. You hereby warrant and represent that you have obtained and continue to hold at all relevant times, all licences, consents and permissions required in order for you to upload, submit or send any and all User Content to Findmyshift and to the Services and for such User Content to be held and/or processed by Findmyshift pursuant to this Agreement. You agree to indemnify Findmyshift for any breach of this Clause 6.

7. Privacy and data protection

7.1. From time to time User Content provided may contain Personal Data. Findmyshift shall only process such Personal Data in accordance with applicable Data Protection Laws.

7.2. Findmyshift undertakes that any User Content containing Personal Data should be encrypted before being stored on Findmyshift's servers.

7.3. Whenever you upload User Content containing Personal Data, you are the Data Controller of that Personal Data, and Findmyshift is the Data Processor of that Personal Data. In any such case, the Data Processing Agreement provided by Findmyshift shall apply and shall be fully incorporated in this Agreement by reference.

You shall ensure that you are entitled to transfer the relevant Personal Data to Findmyshift so that Findmyshift may lawfully use, process and transfer the Personal Data in accordance with this Agreement on your behalf. In this regard, you shall ensure that the relevant third parties have been informed of, and have consented to such use, processing and transfer by Findmyshift.

7.4. Both parties shall take appropriate technical and organisational measures against unauthorised or unlawful processing and/or loss or destruction of Personal Data as reasonable in light of their respective obligations under this Clause 7.

7.5. Findmyshift has issued a Privacy Policy which is published online. Among other things, the Privacy Policy sets out the information which Findmyshift may gather about you through your use of the Services and the way in which Findmyshift will use that information. The Privacy Policy, in such form as may be amended from time to time and posted within the Services, is hereby incorporated by reference into this Agreement as if fully set forth herein. By using any of the Services you are also agreeing to the terms of the Privacy Policy as contained within the Services.

7.6. For more information about Findmyshift's policies regarding privacy, please visit the Privacy Policy.

8. Use of cookies and logging of activities

8.1. Findmyshift's Services require the storage of user IP addresses to analyse trends, administer the Services, track user activity and gather broad demographic information for aggregate use. IP addresses are encrypted when stored.

8.2. For systems administration, detecting usage patterns and troubleshooting purposes, Findmyshift's web servers automatically log standard access information including browser type, access times, URL requested, and referral URL.

8.3. Findmyshift makes all reasonable endeavours to ensure that none of Findmyshift's log information is ever shared with any third parties unless directed by the courts of Amsterdam or required by legal or regulatory enforcement bodies. This log information will only be used within Findmyshift on a need-to-know basis for internal business use.

8.4. Findmyshift's Services also require some essential cookies to operate. At any time you are free to disable cookies by altering your browser settings. However, Findmyshift has no control over your browser settings and you agree cannot be liable for any impact on the Services caused by your alterations. If you have any concerns or do not agree with our usage of cookies, please contact our support team. Your continued use of the Services shall be deemed acceptance of the use of the essential cookies on Findmyshift's Services.

8.5. For information about the use of cookies please see Findmyshift's Cookie Policy.

9. Backups

9.1. We use commercially reasonable endeavours to ensure that backups of User Content are created, encrypted and distributed on a regular basis to ensure the continuity and security of User Content:

9.1.1. backups are carried out daily and are held for a minimum of 7 days and a maximum of 24 months;

9.1.2. this does not constitute a guarantee or warranty to the availability of User Content;

9.1.3. Users acknowledge that Findmyshift shall be in no way liable to them or any third party for any lack of availability of User Content;

9.1.4. all backups are replicated to our disaster recovery data centre. In the event of a disaster at our primary data centre a handover to the disaster recovery data centre can be effective within 24 hours.

9.2. In the event of any loss or damage to User Content you provide, your sole and exclusive remedy shall be for Findmyshift to use reasonable commercial endeavours to restore the lost or damaged User Content from the latest backup in accordance with Clause 9.1. For the avoidance of doubt, this remedy is only available for loss or damage to Content to the extent it was caused by deficient acts or omissions of Findmyshift, and Findmyshift shall not be responsible for any loss, destruction, alteration or disclosure of User Content caused by any third party.

10. Confidentiality

10.1. Subject to Clause 10.2, the User will treat as strictly confidential:

10.1.1. all information received or obtained as a result of accessing the Services or otherwise relating to Findmyshift;

10.1.2. the subject matter and provisions of the Services and this Agreement;

10.1.3. any negotiations between the parties.

10.2. The User may disclose information which would otherwise be confidential, in the following situations:

10.2.1. if it is required by law;

10.2.2. the information has come into the public domain through no fault of the User;

10.2.3. Findmyshift has given prior written approval of the disclosure, provided in each case that, subject to law, any such information will be disclosed only after consultation with Findmyshift.

11. Payments, cancellations and refunds

11.1. Use of the Services is subject to continuous payment of the Subscription as it falls due by the Customer or the person correctly mandated by the Customer.

11.2. All Subscriptions are payable in advance.

11.3. If Findmyshift has not received payment of the Subscription before the start of any renewal date, then without prejudice to any other rights or remedies, Findmyshift may limit your access to all or part of the Services whilst the invoice(s) concerned remain unpaid.

11.4. If Findmyshift does not receive payment within 90 days after the due date, Findmyshift may terminate this Agreement without further notice.

11.5. All Subscriptions referred to in this Agreement are payable in the currencies specified by Findmyshift at the order process, and are exclusive of value added tax and/or any other applicable taxes, which may be payable at the appropriate rate.

11.6. All credit card and debit card payments are processed through a third party payment processor. As such, your card details used for payment are not stored on Findmyshift's servers, and payments cannot be taken through any customer support channels. Findmyshift takes no responsibility for the security of your payment card information as this information is never submitted to Findmyshift.

11.7. Payments can only be made via direct bank transfer after a prior agreement has been reached with Findmyshift. Direct bank transfers will attract an administration fee at the discretion of Findmyshift.

11.8. Findmyshift reserves the right to change the pricing of the Services at any point without notice. Such change shall take effect at any renewal.

11.9. You are entitled to manage one free 30-day trial account with no obligation to purchase the Services thereafter. However, for the avoidance of doubt, all other obligations set out herein shall apply. To have continued access to the Services after the 30-day trial, you must pay the Subscription.

11.10. Cancellation requests must be initiated by the Customer. Findmyshift will undertake a number of security checks deemed necessary to confirm your identity. Once your identity has been confirmed the cancellation will take effect. Accounts can be cancelled at any stage.

11.11. Purchases can only be refunded during the duration of the Subscription. Refunds can only be made for future dates, i.e. those after today's date. Once a purchase is refunded any associated Services may become unavailable. Refunds will be made to the card used for the original payment. No refund will be made to any other credit or debit card, bank account or PayPal account.

11.12. Findmyshift reserves the right to terminate, cancel and remove any accounts deemed to be in breach of this Agreement, with or without notice, regardless of any payments or credits associated with the account.

12. Links and references to third party services

12.1. The Services provided by Findmyshift do not rely on third party services to operate. The utilisation of third party services is your sole responsibility and in no way a requirement to use the Services.

12.2. Third party websites and services may be mentioned, linked or referenced to from within the Services; however they are not endorsed, recommended, checked or monitored by Findmyshift in any way.

12.3. Third party websites and any goods and/or services related to them will have terms and conditions and privacy policies which differ from those of Findmyshift's, and are in no way covered by this Agreement and materials referred to herein. Usage of such third party websites and any goods and/or services related to them is in no way the responsibility of Findmyshift and is done at your own risk.

13. Intellectual property and copyright

13.1. Findmyshift or our licensors own the domain names for the Services and all intellectual property rights in the Services and the material in the Services.

13.2. Without limiting clause 13.1, the Services and their content (including without limitation the text, text elements, logos, buttons, images, icons, source code, site design, structure, layout and distribution connected with the Services as well as the selection,

assembly and arrangement thereof and any analysis Findmyshift may make of any such material or data) are owned by or licensed to Findmyshift or otherwise used by Findmyshift as permitted by law and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. All rights not expressly granted to you in this Agreement are reserved to Findmyshift or its licensors.

13.3. Access to the Services provided by Findmyshift are on the basis of the limited and terminable licence set out in Clause 3.1 only and are not being sold to you. No ownership, resale, reproduction or distribution rights in respect of the Services are granted through such licence.

13.4. The use and payment for the Services does not grant you ownership of any intellectual property rights (including for the avoidance of doubt, copyright, trade marks, patent, database rights, design rights or any other rights whether registered or unregistered or a similar nature anywhere around the world) of the Services or any of the Content Findmyshift provides within the Services.

13.5. You are not permitted to use, reproduce, share or redistribute any material from the Services, including any branding or logos used or provided by the Services, unless you obtain permission from Findmyshift or the owner of the material.

13.6. You are not permitted to remove, obscure, or alter any legal notices displayed in or along with the Services.

14. Changes to the Services

14.1. Findmyshift aims to update the Services regularly and may change the Services at any time. Should this affect User’s use or access to the Services, Users will be given reasonable notice.

14.2. There may be parts of the Services which are under development, labelled as “Beta”, which may contain errors. Use of such Services is at your own risk, and you agree that Findmyshift cannot be held in any way liable for any losses or damages you may suffer or incur as a result of your use of such Services.

14.3. Features included in the Services may be added or removed at Findmyshift's sole discretion. The continuity, accessibility and accuracy of specific features are not guaranteed.

14.4. Any upgrades or maintenance to the Services is at Findmyshift's sole discretion. The duration of any unavailability as a result of an upgrade or maintenance will be at Findmyshift's sole discretion. All reasonable steps will be taken to ensure the Services are restored as soon as possible.

14.5. If the need arises (as determined by Findmyshift at its sole discretion), Findmyshift may suspend access to some or all of the Services, or shut them down indefinitely.

15. Indemnity and liability

15.1. This Clause 15 sets out the entire financial liability of Findmyshift (including any liability for the acts or omissions of its employees, agents and subcontractors) to you, arising under or in connection with this Agreement and/or your use of the Services.

15.2. Findmyshift warrants only that we will use commercially reasonable endeavours to ensure that the Services shall perform substantially in accordance with our marketing materials provided to you. Consequently, Findmyshift provides the Services “as is” and “as available”, and makes no promises about the Services, their reliability, availability or accuracy. Furthermore, Findmyshift makes no warranty that the Services are fit for any particular purpose, and any such warranties implied or inferred by law or practice are hereby denied.

15.3. The parties agree that no other warranties have been expressed or should be implied than those explicitly expressed in this Agreement, and should be excluded to the fullest extent permitted by law.

15.4. Nothing in this clause excludes Findmyshift’s liability for death or personal injury caused by Findmyshift’s negligence or for fraudulent acts or fraudulent misrepresentations made by Findmyshift.

15.5. Findmyshift will not be responsible or liable whether as a matter of contract, tort or statute for any lost profits, opportunities, revenues, data, financial losses, intangible losses, goodwill or indirect, incidental, special, consequential, exemplary, or punitive damages howsoever arising under this Agreement.

15.6. The maximum aggregate liability of Findmyshift for any claims under this Agreement, including for any implied warranties, is limited to the amount you paid Findmyshift to use the Services (or, to supplying you the Services again) for the 12 months preceding the date on which the claim arose.

15.7. In all cases, Findmyshift will not be liable for any loss or damage that is not reasonably foreseeable.

15.8. The User acknowledges and agrees that any unauthorised use (as per this Agreement) of the Services and/or any related materials as a result of your negligent act or omission would result in irreparable damage to Findmyshift and will give rise to a right to an indemnity from the User to Findmyshift.

15.9. Without limitation to any other rights Findmyshift may have, you agree to indemnify and hold Findmyshift, its affiliates, employees, agents and licensors harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Findmyshift or any such person arising out of any breach by you of any of the terms of this Agreement and for any other liabilities, damages, losses, costs and other expenses (including reasonable legal fees) arising out of your use of the Services.

16. Termination

16.1. We may terminate this Agreement at any time and for any reason upon giving you 30 days’ written notice (including electronic communications).

16.2. We may terminate this Agreement with immediate effect in the following cases:

16.2.1. if you commit a material breach of any term of this Agreement;

16.2.2. if you become insolvent or file a petition in bankruptcy or if you make an assignment for the benefit of your creditors.

16.3. For the avoidance of doubt, Clauses 10 (Confidentiality) and 17.8. (Jurisdiction and Applicable Law) shall survive the termination of the Agreement. All obligations on Findmyshift expire as soon as your Subscription Term expires.

16.4. Upon termination of this Agreement or your Subscription Term (whichever is sooner) you shall cease all use and access of the Services.

17. Miscellaneous

17.1. No Agency

Nothing in this Agreement constitutes, or will be deemed to constitute, a partnership between Findmyshift and the user, nor will it constitute, or be deemed to constitute, either of us as the agent or representative of the other of us for any purpose.

17.2. Assignment

The User may not assign any of its rights under this Agreement without the prior written consent of Findmyshift. Findmyshift may at any time, without the consent of the user, assign all or any part of its rights, benefits and/or obligations arising pursuant to this Agreement to a competent third party.

17.3. Subcontracting

Findmyshift shall be entitled to retain subcontractors for the performance of obligations in accordance with this Agreement. If this involves any transfer of Personal Data, Clause 7 shall apply in full to such transfer and Findmyshift guarantees it puts all necessary safeguards in place as required by Data Protection Laws.

17.4. Severance

If any provision (or part thereof) of this Agreement is found by a court to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intentions of the parties.

17.5. Third Party Rights

Apart from the licensors and authorised suppliers of Findmyshift, a person who is not a party to this Agreement has no right under this Agreement (Rights of Third Parties) Act 1999 or otherwise to enforce any of the terms of this Agreement.

17.6. Waiver of Terms

The waiver by either party of its rights in respect of any breach of any provision of this Agreement shall not be taken or held to be waiver in respect of any subsequent breach thereof. The failure or delay of any party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

17.7. Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under this Agreement (other than the payment of the Subscription), causing the termination of this Agreement, which is due to an event beyond the control of such party and which could not have been reasonably foreseen, including but not limited to any act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of the party's control. Any party affected by such an event shall inform the other party of the same and shall use all reasonable endeavours to comply with the remaining terms of this Agreement.

17.8. Jurisdiction and Applicable Law

This Agreement (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any relation to this Agreement or its formation) shall be governed by the laws of The Netherlands with the exception of the conflict of law rules, and the courts of Amsterdam shall have exclusive jurisdiction in the event of any dispute hereunder (howsoever arising). This clause will survive any expiry, cancellation or termination of this Agreement for any reason.

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18. Questions about this Agreement

If you have any questions about the terms defined in this Agreement, please contact the support team.