

Terms of service

Caprice Cloud Solutions Pty Ltd, d/b/a FlowTrack(together with its Affiliates, “FlowTrack”) provides the Service to you in accordance with and subject to the following Terms of Service (these "Terms"). These Terms form part of the Agreement and define the terms and conditions under which you’re allowed to use the Services in accordance with the Agreement and govern your access to and use of all software, mobile apps, websites, and related services provided to you by FlowTrack(collectively, the “Services”).

Please read these Terms carefully before you start to use the Services. By using the Services or signing up for an account, you accept and agree to be bound and abide by these Terms, Privacy Policy, and other applicable policies and terms of the Agreement. If you do not agree to the full Agreement, you must not access or use the Services.

1. Definitions

The following definitions apply to these Terms:

"Affiliate" means any entity that directly or indirectly controls is controlled by or is under common control with the subject entity.

"Agreement" means these Terms, in addition to our Privacy Policy, and any other electronic or written agreement as applicable between or applicable to FlowTrack and Customer, which govern the provision of the Service to you, as may be updated from time to time.

"Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Customer" means you or your organization or employer.

"Data Controller" means the natural or legal person, public authority, agency, or other body that, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. You (or your organization or employer) are the Data Controller; FlowTrack is not the Data Controller but the Data Processor with respect to the Processing of your Personal Data.

"Data Processor" means the entity that Processes Personal Data on behalf of the Data Controller, including, as applicable, any "service provider" as that term is defined by the CCPA. FlowTrack is the Data Processor that has been retained by the Data Controller (you or your organization or employer) to Process your Personal Data on behalf of the Data Controller (FlowTrack).

"Data Protection Laws" means any and all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, Australia, and the United States and its states, applicable to the Processing of Personal Data under the Agreement as amended from time to time, including but not limited to EU Data Protection Laws and Non-EU Data Protection Laws applicable to the Processing of Personal Data under the Agreement.

"FlowTrack Onboarding to Offboarding" refers to a web-based solution that allows organizations to manage the employee lifecycle.

"Platform" refers to Productivity Monitoring Application, Data Loss Prevention Application ("FlowTrack"), and HRAPP.

"Personal Data" means any information relating to (i) an identified or identifiable natural person and (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws).

"Process" and "Processing" means any operation or set of operations that are performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Project Management Application" refers to FlowTrack's web-based project management tool that allows users to organize, assign, and track progress on tasks and submit timesheets.

"Staff" refers to an individual within a User's organization who is subject to the Productivity Monitoring Application.

"Productivity Monitoring Application" refers to FlowTrack's software application that allows users to track time worked, activities, locations, and other related information for individuals within the User's organization. The Productivity Monitoring Application is one aspect of the Service provided by FlowTrack under these terms.

"You," "Your," or "User" refers to anyone accessing or subject to the Service, including any Staff member or User of the Project Management Application or HRAPP.

2. License for the use of the service; identity authentication

The Service is licensed for use only under these Terms. FlowTrack reserves all rights not expressly granted to you, including title and exclusive ownership of the Service, any and all software or updates thereto, and source code for the Service.

Upon registering for the Service, FlowTrack gives you the right to install the Service for use by the total number of Users you identify and authorize. The Service may not be used or accessed by (a) individuals who are not named individuals or (b) any other software or hardware device that does not require a named individual to use or access it. A named individual means an individual identified by you by name who is authorized to use the Service, regardless of how such access occurs or if such individual uses any hardware or software that reduces the apparent number of Users who are using the Service, such as by using a terminal service. The Service may not be used or accessed by any other software or hardware device that does not require an individual to use or access it. FlowTrack reserves the right at any time to require you to provide a list of the named individual(s).

You may not rent, lease, lend, sell, redistribute, or sublease the Service. These Terms will govern any upgrades provided by FlowTrack that replace and/or supplement the original Service. You agree to use your best efforts to protect the Service and upgrades from unauthorized use, reproduction, distribution, publication, or alteration.

3. HRAPP

FlowTrack does not condition a User's participation in HRAPP on the use or purchase of any other FlowTrack products or services (or vice versa). FlowTrack does not condition the receipt of any benefit to an HRAPP User upon the use of any other FlowTrack product or service.

4. Installation, customization, and updates

Installation of the Service and any required modification of the Service to accommodate your computer system must be performed by you. All updates, upgrades, enhancements, and modifications to the Service MUST be performed by FlowTrack. Such updates include any changes or improvements to the Service, whether arising out of the Service's particular configuration for your use or otherwise. At all times, while these Terms are in effect, you shall provide FlowTrack with access to your computer system so that FlowTrack may install all updates. Failure to allow FlowTrack to install updates or to compensate FlowTrack for the installation of updates automatically terminates all warranties for any purpose related to the Service as well as your license to use the Service.

5. Term and fees

Provided prior notice of pricing is given to you, FlowTrack reserves the right to charge you for use of the Service on a periodic (e.g., weekly or monthly) basis or otherwise. These Terms shall begin upon your registration for the Services and shall continue until your use of the Service is terminated by you or by FlowTrack. You are responsible for all fees due to FlowTrack and any compensation due to any Marketplace Member prior to the termination date.

6. Termination

Upon the termination of these Terms, the Service and all updates may cease to properly function, and all warranties, express or implied, regarding the Service shall terminate. Your rights under these terms will automatically terminate without notice from the FlowTrack if you fail to comply with any provision of these Terms. Further, FlowTrack may terminate the Service for any action taken by you that FlowTrack believes in its sole discretion is an inappropriate use of the Service even if not specifically detailed by these Terms, including any use of the Service that is prohibited by federal, state, or local law. Any warranty regarding the Service will automatically terminate without notice if you fail to comply with any provision of these Terms. The parties expressly acknowledge and agree that all provisions of these Terms that concern Copyright or other protectable interests of FlowTrack shall remain in full force and effect, notwithstanding termination of any warranty or use of the Service.

7. Proprietary nature of the service

The Service and Platform are proprietary to and valuable trade secrets of FlowTrack. You acknowledge the Service contains proprietary content, information, and material that is protected by applicable intellectual property and other laws, including, but not limited to, copyright, trademark, and service marks, and that you will only use such proprietary content, information, or materials for permitted uses under these Terms. The Service is entrusted to you only for the purposes set forth in these Terms. You will not reverse engineer, duplicate, translate, modify, copy, printout, disassemble, decompile, or otherwise tamper with the Service or any software provided therewith. The parties acknowledge that any violation of this provision will

cause irreparable harm to FlowTrack. As a consequence, the parties agree that if you fail to abide by these Terms, FlowTrack will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing these Terms, and to judgment for damages caused by such breach, and to any other remedies provided by law.

8. Consent to use of data:

You agree that FlowTrack may collect and use technical data and User information as described in its Privacy Policy (<https://flowtrack.ai/privacy-policy>), including, but not limited to, information about you and your device, system, and application software, and peripherals, that is gathered periodically to facilitate the provision of customization, updates, and other services to you (if any) related to the Service. FlowTrack may use this information to improve the Service or to provide services or technologies to you. FlowTrack treats Personal Data differently from general information. Personal Data can be used to identify, locate, or contact you. General information is information that is not Personal Data and is not associated with Personal Data. FlowTrack may convert Personal Data into general information by excluding information that is personally identifiable. You acknowledge that general information belongs to FlowTrack and that FlowTrack has the right to use such general information as it determines in its sole discretion. FlowTrack may Process information in the country where it was collected, as well as in other countries (including Australia) where laws regarding the Processing of Personal Data may be less stringent than the laws in your country. FlowTrack uses Personal Data for its own internal purposes, including contacting you via email to inform you about updates to the Service and providing you with information relating to transactions that you conduct on FlowTrack's website. FlowTrack may provide Personal Data to third parties who process it in accordance with FlowTrack's instructions in

order for FlowTrack to provide Services to you (including processing payments for the use of the Service). FlowTrack reserves the right to disclose your information if FlowTrack has a good-faith belief that the disclosure is (a) required by law, regulation, or legal process; (b) appropriate to detect, prevent, or remedy violations of these Terms, fraud, security, or technical issues; or (c) permitted in order to protect FlowTrack, other Users, or the public. If FlowTrack is involved in a change of control through the sale of assets or otherwise, we will give notice before your Personal Data is transferred or becomes subject to a different privacy policy.

9. Content and linking to other websites:

The Service may enable access to the HRAPP and the parties' websites, as well as the websites of third parties (collectively, the "Websites"). The Websites may display, include, or make available content, data, information, applications, or materials from third parties, including your data, or provide links to additional third-party websites ("Data and Materials"). By using the Service, you acknowledge and agree that FlowTrack is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright or trademark compliance, legality, decency, quality, or any other aspect of the website. FlowTrack does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any data and materials on the Websites. To the extent you choose to access such Websites, you do so at your own initiative and are responsible for compliance with any applicable laws, including, but not limited to, applicable local laws. FlowTrack reserves the right to change, suspend, remove, or disable access to the Websites at any time without notice. In no event will FlowTrack be liable for the removal of or disabling of access to any such Websites. FlowTrack may also impose limits on the use of or access to certain Websites, in any case, and without notice or liability. You agree to use

the Websites at your sole risk and that FlowTrack shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

10. User Content

You agree that all information, data, text, sound, photographs, graphics, video, software, or other materials submitted, posted, or displayed by you on or through the Service ("User Content") is your sole responsibility. FlowTrack claims no ownership or control over any User Content. By submitting, posting, or displaying User Content on or through the Service, you grant FlowTrack a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, and adapt such User Content to provide the Service to you. By submitting, posting, or displaying User Content that is intended to be shared or made available to the general public, including through HRAPP, you grant FlowTrack a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content through the Service and for the purpose of promoting FlowTrack and its services.

As a condition of using the Service, you agree not to use the Service to infringe the intellectual property rights of others in any way. You represent that you have the right to grant or that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. If you post User Content in any public area of the Service, you also permit any User to access, display, view, store, and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content placed in the Service retains any and all rights that may exist in such User Content.

FlowTrack may review and refuse to accept or remove any User Content at its sole discretion. FlowTrack reserves the right to expel Users and prevent their

further access to the Services for violating these terms or applicable laws, rules, or regulations. FlowTrack may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for FlowTrack, or damage FlowTrack's public image or business. It is FlowTrack's policy to terminate the accounts of any Users who are repeat infringers of the copyrights, or other intellectual property rights, of others.

Any profile you submit must accurately describe you as an individual person or an agency or organization that you are authorized to create a profile for. Profiles derived from User Content may be made available through the Service. FlowTrack does not make any representations regarding the accuracy or validity of such derived profiles, which may differ significantly from User Content.

11. Intellectual Property Rights

Trademarks

The trademarks, trade names, trade dress, logos, and service marks (collectively, the "Trademarks") displayed on www.flowtrack.ai are the registered and/or unregistered Trademarks of Caprice Cloud Solutions Pty Ltd or such other third party that may own the displayed Trademarks. Nothing contained on this Website or in these terms of service grants to you, by implication or otherwise, any license or right to use any Trademarks displayed on this Website without the written permission of Caprice Cloud Solutions Pty Ltd or such other third party that may own the displayed Trademarks.

Site contents and copyright

The text, Trademarks, logos, images, graphics, photos, video files, application functionality, or any other digital media and their arrangement on this Website ("Website Content") are all subject to patent, copyright, trademark, and other intellectual property protection. Website Content may not be copied for commercial use or redistribution, nor may Website Content be modified, processed, or reposted to other websites. Access to and uses of this Website are solely for your purchase of our services or for personal use, information, education, and communication with Caprice Cloud Solutions Pty Ltd or www.flowtrack.ai. You may download, copy, or print the Website Content of this Website for your personal, non-commercial use only. No right, title or interest in any of the Website Content of this Website is transferred to you as a result of any downloading, copying, printing, or use of this Website. All rights not expressly granted to you by these Terms are reserved by Caprice Cloud Solutions Pty Ltd.

Identification of agent to receive notification of claimed copyright or trademark infringement

If You believe that Your copyrighted work or trademark has been uploaded, posted, or copied to the Service and is accessible in a way that constitutes copyright or trademark infringement, please contact FlowTrack by email at compliance@flowtrack.ai or by regular mail at:

FlowTrack

Attn: Copyright Legal

"Exchange Tower", Level 1, 530, Little Collins Street, Melbourne - 3000

12. Disclaimer of warranty

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. FLOWTRACK CANNOT AND DOES NOT WARRANT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. AS SUCH, YOU SHALL NOT RELY EXCLUSIVELY ON THE SERVICE FOR ANY REASON. THE SERVICE AND ANYTHING RELATED THERETO ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND FLOWTRACK HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE AND ANYTHING RELATED THERETO, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FLOWTRACK OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

13. Privacy and cybersecurity indemnification

You agree that the FlowTrack Services and Platform are used to Process information and Personal Data that you provide on an individual basis or by way of a transfer by a business entity under these Terms, and for purposes of these Terms, you are designated the Data Controller and FlowTrack is designated as the Data Processor. You further agree and acknowledge your obligations as the Data Controller under the FlowTrack Data Processing Agreement.

To the fullest extent permitted by law for all Personal Data that you collect, Process via the Services or maintain on the Platform, you shall indemnify and hold FlowTrack, its Affiliates, and their respective officers, directors, trustees, shareholders, employees, and agents (each an "Indemnified Party"), harmless from and against any and all damages and liabilities or third party claims against any Indemnified Party, for loss, cost, damage, or expense of every kind and nature (including, without limitation, penalties imposed by law, regulations, rules by any regulatory authority, court costs, expenses, and reasonable attorneys' fees) to the extent arising out of, relating to privacy and cybersecurity requirements, including without limitation, failure to comply with Articles 5 to 21, and 32 to 37 of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR"), or resulting from, in whole or in part, the breach or non-compliance with this Agreement or the omission, negligence, gross negligence or willful misconduct by you or any of your representatives.

14. Limitation of liability

FlowTrack shall not be responsible for any loss or damage to you or any third parties caused by the service or the information contained in the service. You waive any and all claims you may have against FlowTrack arising out of the performance or nonperformance of the service. You specifically waive any and all claims you may have against FlowTrack as a result of incorrect information content displayed by the service or changes to content made by you.

FlowTrack shall not be liable for any direct, indirect, special, incidental, or consequential damage, whether based on contract or tort or any other legal theory, arising out of any use of the service or any performance of these terms, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the service, even if FlowTrack has

been advised of the possibility of such damages. In no event shall FlowTrack's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount actually paid by you to FlowTrack for the service in the 365 days immediately preceding the date that FlowTrack receives notice of a claim in writing from you. The foregoing limitations will apply even if the above-stated remedy fails in its essential purpose.

15. Consent to electronic communications

By registering to use the Service or Platform or by sending us or emails, faxes, push notifications, or text or voice messages, you are communicating with us electronically. In doing so, you expressly consent to receive communications from us electronically via email, fax, push notification, or voice or text message, whether pre-recorded or auto-dialed ("Digital Means"). We will communicate with you by the aforementioned Digital Means or by posting notices on the Services or Platform. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. For the Services and Platforms that integrate with mobile functionality, your carrier's normal messaging, data, and other rates and fees will still apply.

16. International Users consent to cross-border transfers of Personal Data

For those FlowTrack Users located outside Australia, India, and the United States of America, you acknowledge and expressly consent to FlowTrack's use of your Personal Data and further acknowledge that FlowTrack's Processing of Personal Data is required to perform the Services or use the Platform. Further, at times Personal Data will be accessible by individuals who are located worldwide, including in countries that the European Commission or other geopolitical authorities have not determined to provide the same level of data

protection as in your country, province, territory, or geopolitical region, and that such information may be accessed by the courts, law enforcement and national security authorities of such jurisdictions. By providing us with your Personal Data, you are consenting to our use of it in accordance with these Terms, including the transfer of your information across international boundaries to jurisdictions anywhere in the world as permitted by local law.

17. No rights granted; Non-assignability

These Terms do not constitute a grant or an intention or commitment to grant any right, title, or interest in the Service or FlowTrack's trade secrets to you. You may not sell or transfer any portion of the Service to any third party. You shall not identify the Service as coming from any source other than FlowTrack. These Terms are exclusive and personal to you. You shall not assign or otherwise transfer any rights or obligations under these Terms.

18. Miscellaneous provisions

Choice of Law. Regardless of the place of execution, delivery, performance, or any other aspect of these Terms, these Terms and all of the rights of the parties under these Terms shall be governed by, construed under, and enforced in accordance with the procedural and substantive law of the State of Victoria, Australia, to the exclusion of any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of these Terms to the substantive law of another jurisdiction.

Jurisdiction. You consent to personal jurisdiction in any of the state courts sitting in Melbourne, Victoria, Australia, and agree that any suit arising under these Terms shall exclusively be commenced and maintained in such courts.

General Indemnity. You agree to indemnify and hold FlowTrack and (as applicable) its related entities, Affiliates, and FlowTrack and their respective officers, directors, agents, and employees harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special, and consequential) of every kind and nature, known and unknown, including reasonable attorney fees, made by any third party due to or arising out of your breach of these Terms or your violation of any law or the rights of any third party.

Attorney Fees and Expenses. In a dispute arising out of or related to these Terms, FlowTrack shall have the right to collect reasonable attorney fees and costs and necessary expenditures from you.

Severability. If a court finds any provision of these Terms invalid or unenforceable, the remainder of these Terms shall be interpreted so as best to affect the intent of the parties.

Effect of Waiver. The failure to exercise any right provided in these Terms shall not be a waiver of prior or subsequent rights.

19. Suggestions and feedback

FlowTrack welcomes feedback or inquiries about the Service. If you elect to provide any feedback or comments of any nature to FlowTrack, all feedback and comments shall be the sole and exclusive property of FlowTrack, and FlowTrack shall have the right to use such feedback in any manner and for any purpose in its exclusive discretion without remuneration, compensation, or attribution to you. FlowTrack is under no obligation, however, to use such feedback.

20. Refund policy

You can cancel your account at any point in time from your organization page or by sending an email to support@flowtrack.ai with the subject line "Cancel." We would be glad to provide further instructions at that time on how to cancel your account if needed. There will be no refunds given except for specific situations where our support team deems it necessary. For more information, please review our Refund Policy.

21. Legal notice

FlowTrack may modify these Terms or any additional terms, and such modification shall be effective and binding on you upon notice by FlowTrack via email to the email account provided by you upon registration for the Service. If you do not agree to any modification of these Terms, you should discontinue your use of the Service.

Communications made through FlowTrack's website or any email or contact links provided thereon shall in no way be deemed to constitute legal notice to FlowTrack or any of its officers, employees, agents, or representatives, such as where notice to FlowTrack is required by contract, or any federal, state, or local laws, rules, or regulations.

You may provide notice to FlowTrack at

Caprice Cloud Solutions Pty Ltd.

DBA flowtrack.ai

Compliance at flowtrack dot ai

22. Eligibility

In order to use the Service, you must: (i) be at least eighteen (18) years old and able to enter into contracts; (ii) complete the account registration process; (iii) agree to these Terms and the Agreement; (iv) provide true, complete, and up-to-date contact and billing information; (v) not be based in a territory that is subject to a Australian government embargo, or that has been designated by the Australian government as a “terrorist-supporting” country; and (vi) not be listed on any Australian government list of prohibited or restricted persons. By using the Service, you represent and warrant that you meet all the requirements listed above and that you won’t use the Service in a way that violates any laws or regulations. Note that by representing and warranting, you are making a legally enforceable promise. FlowTrack may refuse service, close accounts of any Customer, and change eligibility requirements at any time.

23. Compliance with laws

You represent and warrant that your use of the Service will comply with all applicable laws and regulations, including all Data Protection Laws. You are responsible for determining whether the Service is suitable for you to use in light of your obligations under any laws and regulations, including HIPAA, GLBA, Data Protection Laws, Australian export control laws and regulations, economic sanctions laws and regulations, or other applicable laws. FlowTrack is not liable if your use of the Service violates any laws or regulations to which you are subject. You may not use the Service for any unlawful or discriminatory activities, including acts prohibited by the Competition and Consumer Act 2010, Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, Children's Online Privacy Protection Act, or any other applicable laws. You represent and warrant that you have obtained valid

consent or other valid legal basis for all data, including Personal Data, you upload to, store, or Process with the Service

You further agree, represent, and warrant to FlowTrack that: (i) you will obtain and maintain all necessary permissions and valid consents or other valid legal bases required to lawfully transfer data to FlowTrack and to enable such data to be lawfully collected, Processed, and shared by FlowTrack for the purposes of providing the Service or as otherwise directed by you; and (ii) to the extent FlowTrack processes your data or information protected by Data Protection Laws as a Data Processor on your behalf, you and FlowTrack shall be subject to and comply with the FlowTrack Data Processing Agreement, which is incorporated into and forms an integral part of these Terms and the Agreement. FlowTrack's DPA sets out your and FlowTrack's respective obligations with respect to data protection and security when Processing your data on your behalf in connection with the Services. You agree to indemnify and hold us harmless from any losses, including all legal fees and expenses that result from your breach of this Section.