

Terms & Conditions - FlapKap

FlapKap B.V, trading as “FlapKap”, respects your privacy and is committed to protecting your personal data. This Privacy Notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

Please use the Glossary to understand the meaning of some of the terms used in this Privacy Notice.

Important information and who we are

1.1 Purpose of this Privacy Notice

(a) This Privacy Notice aims to give you information on how we collect and process your personal data through your use of this website, including any data you may provide through this website as part of our Online Application Process, by signing up for our newsletter or other marketing material, by submitting a query or by using other online services;

(b) This website is not intended for consumers.

(c) It is important that you read this Privacy Notice together with any other Privacy Notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This Privacy Notice supplements the other notices and is not intended to override them.

1.2 Controller

(a) This Privacy Notice is issued on behalf of FlapKap B.V., trading as “FlapKap”, having its registered office at Hoogoorddreef 15, 1101BA Amsterdam. Our company registration number is 84795298. FlapKap B.V., trading as “FlapKap”, is the controller for the purposes of this Privacy Notice and responsible for this website.

(b) If you have any questions about this Privacy Notice, including any requests to exercise your legal rights, please contact info@FlapKap.com.

2 Important information and who we are

2.1 Purpose of this Privacy Notice

(a) Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

(b) We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

(i) Identity Data includes first name, last name, username or similar identifier, title and date of birth.

(ii) Contact Data includes billing address, email address and telephone numbers.

(iii) Access Data includes details for third party services (including, but not to, Adwords, Facebook, Google Analytics, Shopify, Stripe and such other accounts as may be required from time to time), provided by you to us as part of the Online Application Process.

(iv) Transaction Data includes details about payments to and from you and other details of services you have purchased from us.

(v) Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.

(vi) Usage Data includes information about how you use our website.

(vii) Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

(c) We also collect, use and share Aggregated Data such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Privacy Notice.

(d) We do not collect any Special Categories of Personal Data about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data).

(e) We may as part of our legal obligations under anti-money laundering legislation, require information in respect of any criminal records, sanctions or embargoes.

2.2 If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, insufficient Registration

Information). In such a case, we might have to cancel an Online Application Process but we will notify you if that happens.

3 How is your personal data collected?

We use different methods to collect data from and about you including through:

3.1 Direct interactions.

You may give us your Identity, Contact and Financial Data filling in forms or by corresponding with us by post, phone, email, or otherwise. This includes personal data you provide when you:

- (a) create an account on our website;
- (b) engage in the Online Application Process;
- (c) subscribe to our publications;
- (d) request marketing material to be sent to you;
- (e) enter a promotion or survey;
- (f) apply for a job in our "Careers" section;
- (g) give us some feedback; or
- (h) submit a query through the Contact Us form.

3.2 Automated technologies or interactions.

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, insufficient Registration Information). In such a case, we might have to cancel an Online Application Process but we will notify you if that happens.

1.1 Third parties or publicly available sources.

We may receive Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as Realex or Stripe.

2 How we use your personal data

2.1 Lawful basis

(a) We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances where:

- (i) We need to perform the contract we are about to enter into or have entered into with you;
- (ii) It is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests;
- (iii) Where we need to comply with a legal or regulatory obligation.

(b) Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting us at privacy@FlapKap.com.

2.2 Purposes for which we will use your personal data

(a) We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

(b) Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us at privacy@FlapKap.com if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of Data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	a. Identity b. Contact c. Profile d. Marketing and communications	Performance of a contract with you
To undertake the Online Application Process (OAP): (a) Obtaining Registration Information (b) Communicating with you	a. Identity b. Contact c. Financial d. Access e. Transaction f. Profile	Performance of a contract with you
To complete and manage the MCA Agreement following successful completion of the OAP: a. Obtaining any further registration information b. communication with you	a. Identity b. Contact c. Financial d. Access e. Transaction f. Profile g. Technical	Performance of a contract with you
To manage our relationship with you which will include: a. notifying you about changes to our terms or Privacy Notice b. asking you to complete a survey	a. Identity b. Contact c. Profile d. Marketing and Communications	a. Performance of a contract with you b. Necessary to comply with legal obligations c. Necessary for our legitimate interests (to keep our records updated and to study how customers use our services to develop our offerings).
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	a. Identity b. Contact c. Access d. Technical e. Profile f. Usage	a. Necessary to comply with legal obligations b. Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise)

1.1 Third parties or publicly available sources.

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. We have established the following personal data control mechanisms set out in paragraphs 4.4 – 4.7.

1.2 Marketing Communications from us

(a) We may use your Identity, Contact, Technical, Profile and Usage Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

(b) We may use your Identity, Contact, Technical, Profile and Usage Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

1.3 Opting out

(a) You can ask us or previously authorised third parties to stop sending you marketing messages at any time by contacting us at privacy@FlapKap.com.

(b) Where you opt out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a purchase of a service.

1.4 Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see our Cookies Policy.

1.5 Change of purpose

(a) We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us at privacy@FlapKap.com.

(b) If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

(c) Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

2 Disclosures of your personal data

2.1 We may have to share your personal data with:

(a) The parties set out below for the purposes set out in the table in paragraph 4 above:

(i) Internal Third Parties as set out in the Glossary;

(ii) External Third Parties as set out in the Glossary;

(b) Third parties in the course of an acquisition, merger, equity investment or similar corporate transaction; and

(c) Third parties to whom we sell, transfer, or merge parts of our business or our assets; alternatively, we may seek to acquire other businesses or merge with them; if a change happens to our business, then the new owners or newly acquired businesses may use your personal data in the same way as set out in this Privacy Notice.

2.2 We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

3 International transfers – EEA Customers

6.1 Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

(a) For certain service providers, we may use specific contracts approved by the European Commission which give personal data the same protection it has in the European Union (known as the Standard Contractual Clauses);

(b) For certain service providers based in the US, we may transfer data to them under the Privacy Shield regime (if they are part of it) which requires them to provide similar protection to personal data shared between the Europe Union and the US.

3.2 Please contact us at privacy@FlapKap.com if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

4 Data security

4.1 We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

4.2 We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable supervisory authority or other regulator of a breach where we are legally required to do so.

5 Data retention

5.1 We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

5.2 To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

5.3 By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax and other legal purposes.

5.4 In some circumstances you can ask us to delete your data: see below for further information.

5.5 In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

6 Your legal rights

6.1 Under certain circumstances, you have rights under data protection laws in relation to your personal data. Specifically, you may:

(a) Request access: to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

(b) Request correction: of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

(c) Request erasure: of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

(d) Object to processing: of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have a compelling legitimate ground to process your information which overrides your rights and freedoms.

(e) Request restriction of processing: of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

(f) Request the transfer: of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

(g) Withdraw consent at any time: where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain offerings to you. We will advise you if this is the case at the time you withdraw your consent.

6.2 If you wish to exercise any of the rights set out above, please contact us at privacy@FlapKap.com.

6.3 You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

6.4 We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

6.5 We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

7 Glossary

7.1 Lawful Basis

(a) Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best offering and the best and most secure experience; we make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests; we do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law); you can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us at privacy@FlapKap.com.

(b) Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

(c) Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

7.2 Third Parties

(a) Internal Third Parties

other companies in the FlapKap Group which provide IT and system administration services and marketing services to the FlapKap Group.

(b) External Third Parties

(i) service providers who provide IT and system administration services; currently these are Amazon, Intercom, Clearbit, Salesforce, Mailchimp

(ii) professional advisers acting as processors or controllers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services; and

8 Changes to Privacy Policy

We reserve the right to change our Privacy Policy at any time. If we make changes, we will post them and will indicate on this page the policy's new effective date. Please check this page from time to time to take notice of any changes we make, as they are binding on you.

Terms of Business

Please read these Terms of Business carefully before using this Site.

“Confidential Information”

means all documentation, technical information, software, business information, feedback, pricing, reports, trade secrets or know how or other materials of a confidential nature disclosed by one Party to the other Party and in connection with this agreement;

“Online Application Process”

means the Online Application Process completed by you and set out here.

“Registration Information”

means the information required in the Online Application Process and any follow-up or further information requested from time to time;

“Services”

means the application process for, and provision of, our insights and other services;

“Verification Documentation”

means VAT or tax number, Certificate of Incorporation, passports and the like required by us to verify your Registration Information and identity; and

"you", "your"

means the company set out in the Online Application Process.

2 Use of Our Site and Services

2.1 These Terms of Business (together with the documents referred to in it) set out the terms and conditions on which you may make use of our website www.FlapKap.com ("our site"), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to avail of our Services.

2.2 Please read these Terms of Business carefully before you start to use our site, as these will govern your use of it.

2.3 By using our site and/or Services, you confirm that you accept these Terms of Business and that you agree to comply with them.

2.4 If you do not agree to these Terms of Business, you must not use our site or Services.

2.5 We recommend that you print a copy of all documentation received from us for future reference.

3 Other Applicable Terms

These Terms of Business refer to the following additional terms, which also apply to your use of our site:

- (a) Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us; you warrant that all data provided by you is accurate.
- (b) Our Cookie Policy, which sets out information about the cookies on our site.
- (c) Our Acceptable Use Policy which sets out what is not acceptable on our site.

4 Information about Us

www.FlapKap.com is a site operated by FlapKap B.V., trading as “FlapKap” (“we” or “us”). We are registered in Netherlands under company number 84795298 and we have our registered office at Hoogoorddreef 15, 1101BA Amsterdam.

5 Changes to these Terms of Business

5.1 We may revise these Terms of Business at any time by amending this page and will notify you of this accordingly. If you continue to use our site after any changes or revisions to these Terms of Business, this will indicate your agreement with the revised Terms of Business.

5.2 Please check this page from time to time to take notice of any changes we make, as they are binding on you.

6 Changes to our Site

6.1 We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

6.2 We do not guarantee that our site, or any content on it, will be free from errors or omissions.

7 Accessing our Site

7.1 Our site is made available free of charge, on an “as is” and “as available” basis.

7.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

7.3 You are responsible for making all arrangements necessary for you to have access to our site.

7.4 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Business and other applicable terms and conditions, and that they comply with them.

8 Login and Password

8.1 To use our Services you must register on our site. You will be asked to set a password as part of our security procedures; you must treat this password as confidential. You must not disclose it or your other login details to any third party.

8.2 We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Business.

8.3 If you know or suspect that anyone other than you knows your user login details or password, or if you see any unauthorised activity or transaction using your login you must promptly notify us at support@FlapKap.com.

9 Your Information and Verification

9.1 To avail of our Services we will require you to provide the Registration Information on the OnlineApplication Process [link]and as otherwise requested from time to time. You will also be required to provide us with access to your accounts with third party services (including, but not to, Adwords, Facebook, Google Analytics, Shopify, Stripe and such other accounts as may be required from time to time). You must also provide such Verification Documentation as we require. We may also require particular information to comply with our obligations under the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 and 2013.

9.2 You will keep this updated throughout the period you are a customer of ours. You acknowledge that a failure to do so may adversely affect our ability to provide the Services to you.

9.3 We may also need to make enquiries about you and your company such as credit checks, identity confirmation and the like. You hereby authorise us to make any checks necessary to enable us to provide the Services to you.

9.4 If we cannot make the verifications required we may refuse or discontinue your use of the Services.

9.5 You will indemnify us against any loss we suffer as a result of your failure to comply with this clause 9.

9.6 We may use your non-identifiable business data for use in benchmarking or similar endeavours to improve our Services for you and other users.

9.7 In the event that your application to use our Services is unsuccessful, we will retain (i) your Registration Information, (ii) access to your accounts with third party services (as detailed in clause 9.1) and (iii) Verification Documentation for a period of two years, in case your circumstances change and you become a suitable candidate for our Services or you have any queries. In addition, we may use your non-identifiable business data for use in benchmarking. If you do not consent to any of the uses outlined in this clause 9.7 you should delete your account with us.

10 Use of Your Content

10.1 By providing your content to us in accordance with clause 9 you hereby grant us a non-exclusive, perpetual, royalty free licence to use that content for the purposes of providing the Services.

10.2 You agree that we may disclose such content to third parties who work with us to provide the Services, such as (by way of example only) financial institutions and reference agencies.

10.3 Any personal data which you provide to us is done on a controller to controller basis, and our use of it will be governed by the Privacy Policy.

11 Confidentiality

11.1 Each Party ("Receiving Party") acknowledges that in the course of performing its duties under this Agreement, it may obtain Confidential Information from the other Party ("Disclosing Party").

11.2 The Receiving Party will treat all Confidential Information as secret, confidential, and proprietary, and will not disclose or use the same without the prior written consent of the Disclosing Party, other than to the Receiving Party's employees and contractors on a need to know basis for the purpose of performing its obligations under this agreement, or as required by law. The Receiving Party will implement such procedures as it considers reasonably necessary to prevent the intentional or negligent disclosure to any third party of any Confidential Information. Notwithstanding the foregoing, nothing in this agreement will prevent the disclosure by the Receiving Party or its employees of information that:

- (a) prior to its disclosure to the Receiving Party, was of general public knowledge;
- (b) becomes, subsequent to its disclosure to the Receiving Party, a matter of general public knowledge other than as a consequence of a breach by the Receiving Party of any obligation under this Agreement
- (c) is made public by the Disclosing Party; or

(d) is received in good faith from a third party having the right to disclose it, who, to the Receiving Party's knowledge, did not obtain such information from the Disclosing Party and who imposes no obligation of secrecy on the Receiving Party with respect to such information.

12 Qualification for Services

12.1 You hereby warrant and represent that:

- (a) you are a registered company in your jurisdiction;
- (b) all of the company's statutory filings are up to date;
- (c) no judgments have been registered against the company;
- (d) the company's bank account is in the company's jurisdiction;
- (e) all directors of the company are over 18;
- (f) the directors reside in the company's jurisdiction; and
- (g) the company has a valid tax clearance certificate or equivalent in the company's jurisdiction.

12.2 You warrant that you have the required authority on behalf of the company to make use of the Services and to enter into any agreements in connection with them and that the criteria set out in clause 11.1 are all true in respect of your company.

12.3 You understand that meeting all of the criteria in clause 11.1 does not mean that you will be automatically entitled to receive the Services.

13 Provision of the Services

13.1 The promotion of the Services on this site, the completion of an Online Application Process by you, meeting the qualification criteria in clause 11, or any subsequent communication from us does not oblige us to provide any Services to you. All Services are provided at our sole discretion.

13.2 You are solely responsible for determining the suitability of the Services for your use. You assume sole responsibility for results obtained from the use of the site and the Services.

13.3 Before applying for or accepting any Services you should take independent legal, financial and tax advice.

13.4 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms of Business.

14 Intellectual Property Rights

14.1 We are the owner or the licensee of all intellectual property rights in our site, in the material published on it and the Services. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

14.2 You may print off a reasonable number of copies, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others to content posted on our site.

14.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in anyway, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

14.4 Our status and that of any identified contributors, as the authors of content on our site must always be acknowledged.

14.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

14.6 If you print off, copy or download any part of our site in breach of these Terms of Business, your right to use our site and Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

15 No Reliance on Information

15.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

15.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up-to-date.

16 Liability for Breach

16.1 If you breach any provision of these Terms of Business we may:

- (a) close, suspend or limit your access to the site; or
- (b) decline to process any request for Services or terminate any Services we are providing to you.