

Terms and Conditions Agreement for Candor Software Ltd.

This Terms and Conditions Agreement ("Agreement") is entered into between you, whether personally or on behalf of an entity ("User" or "you") and Candor Software Ltd. ("Company", "we", "us", or "our"), concerning your access to and use of the Candor software as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the "Service").

By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "User," "you," or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access the Service.

The Service is provided by Candor Software Ltd., a company registered under the laws of the United Kingdom, with its registered office at Unit 2 Invicta Park, Sandpit Road, Dartford, England, DA1 5BU, United Kingdom, and company number 13529874.

Effective Date: 3 Feb 2024

Usage

Candor offers two types of accounts —

Candor Free Account: Users can access the "retrospectives" feature without any charge. This feature is designed to enhance team communication and feedback without the need for a paid subscription.

Candor PRO Account: For access to additional features, including Email Check-ins (our version of pulse surveys) and 1:1s, users must subscribe to the Candor PRO account. These premium features are designed to provide deeper insights into team dynamics and culture, using advanced analytics and categorization.

Users must ensure that their use of Candor complies with all applicable laws and regulations.

Payment

Candor PRO Services are billed at a rate of £6.99 per member per month. A 20% discount is offered for payments made annually. Payments are processed through Stripe. Users agree to maintain valid payment information and are responsible for all charges incurred in connection with their account for Candor PRO Services.

Indemnity

Users agree to indemnify and hold Candor Software Ltd., its affiliates, officers, agents, employees, and partners harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Services, your violation of these Terms, or your violation of any rights of another.

Liability

Candor Software Ltd. shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use the Services.

Confidentiality and Non-Disclosure

Feedback and data processed through Candor are confidential. Candor Software Ltd. will not disclose this information unless required by law or in the case that the information is necessary to address misconduct, fraud, legal claims, or security issues.

Amendments

Candor Software Ltd. reserves the right to amend these Terms at any time. Users will be notified of any changes and continued use of the Services following such changes constitutes acceptance of the new Terms.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law provisions.

Contact Us

For any questions about these Terms, please contact us at support@candorsoftware.com

Please refer to our Privacy Policy, available on [our website](#) for information on how we collect, use, and share your personal information.