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Important: This Service is for **business and professional use only**. By registering, you confirm you are acting in a business or professional capacity, even if you are the sole user.

Introduction

These Terms govern

- the use of Dragonfly, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalised words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Dragonfly is provided by:

DRAGONFLY TECHNOLOGY LTD - 86-90 Paul Street, London, England, EC2A 4NE

Owner contact email: contact@askdragonfly.com

Information about Dragonfly

Dragonfly Technology LTD offers a platform that helps businesses of all sizes discover, compare, and receive tailored recommendations for various SaaS tools and software solutions. Our service is designed to optimise operations, improve efficiency, and streamline workflows, providing businesses with the insights needed to make informed decisions and integrate seamlessly with a variety of third-party platforms.

"Dragonfly" refers to

- this website, including its subdomains and any other website through which the Owner makes its Service available;
- applications for mobile, tablet and other smart device systems;
- the Application Program Interfaces (API);
- the Service;
- any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation;
- For the purposes of these Terms, "this Application" or "the Service" refers collectively to our website, associated web or mobile applications, APIs, services, software, and documentation, including our cloud-based SaaS platform that provides software discovery, comparison, and recommendation functionality.

Marketing Statements

Any statements on our websites, demos, or marketing materials are for general information only and **do not constitute a warranty, guarantee, or professional advice** about performance, outcomes, or suitability.

What the User should know at a glance

- **Usage of Dragonfly and the Service is age restricted:** to access and use Dragonfly and its Service the User must be an adult under applicable law.
- The Service/Dragonfly is only intended for Users that do not qualify as Consumers, such as Business Users.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using Dragonfly.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using Dragonfly, Users confirm to meet the following requirements:

- Users may not qualify as Consumers;
- Users must be recognised as adult by applicable law;

Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner.

Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by Dragonfly.

By registering, Users agree to be fully responsible for all activities that occur under their username and password. Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.

Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

Content on Dragonfly

Unless where otherwise specified or clearly recognisable, all content available on Dragonfly is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on Dragonfly infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on Dragonfly - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on Dragonfly, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on Dragonfly, the User may download, copy and/or share some content available through Dragonfly for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Content provided by Users

The Owner allows Users to upload, share or provide their own content to Dragonfly.

By providing content to Dragonfly, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Rights regarding content provided by Users

Users acknowledge and accept that by providing their own content on Dragonfly they grant the Owner a non-exclusive, fully paid-up and royalty-free licence to process such content solely for the operation and maintenance of Dragonfly as contractually required.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to Dragonfly.

Users acknowledge, accept and confirm that all content they provide through Dragonfly is provided subject to the same general conditions set forth for content on Dragonfly.

Liability for provided content

Users are solely liable for any content they upload, post, share, or provide through Dragonfly. Users acknowledge and accept that **the Owner does not filter or moderate such content.**

However, the Owner reserves the right to remove, delete or block such content at its own discretion and, without prior notice, to deny the uploading User access to Dragonfly:

- upon becoming aware of any (alleged) violation of these Terms, any third-party rights, or applicable law, based on such content;
- if a notice of infringement of intellectual property rights is received;
- if a notice of violation of a third party's privacy, including their intimate privacy, is received;
- upon order of a public authority; or
- where the Owner is made aware that the content, while being accessible via Dragonfly, may represent a risk for Users, third parties and/or the availability of the Service.

The removal, deletion or blocking of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through Dragonfly.

Access to external resources

Through Dragonfly Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

Dragonfly and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of Dragonfly and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to Dragonfly or the Service, terminating contracts, reporting any misconduct performed through Dragonfly or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to Dragonfly are held by the Owner and/or its licensors.

Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of Dragonfly and the Service offered.

This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.

All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.

API usage terms

Users may access their data relating to Dragonfly via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses Dragonfly, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

SaaS License and Restrictions

Subject to payment of applicable fees and compliance with these Terms, we grant Customer a **limited, non-exclusive, non-transferable, non-sublicensable, revocable license** to access and use the Service during the subscription term.

Customer must not: (a) copy, modify, translate, or create derivative works of the Service; (b) reverse-engineer, decompile, or attempt to extract source code except to the extent such restriction is prohibited by law; (c) circumvent technical limits, rate limits, or security; (d) access the Service to build a competing product, or **publish benchmarks** without our prior written consent; (e) resell, lease, or provide the Service to third parties, except to Customer's own Users.

This license **automatically terminates upon material breach** of these Terms.

Recommendations Only; No Liability for Stack Changes

The Service analyses inputs and surfaces software options and configuration suggestions. Outputs are **informational recommendations only** and **not** legal, financial, engineering, or other professional advice. Customer remains solely responsible for evaluating fitness, testing changes in non-production, validating third-party terms, and implementing (or not) any action.

We do not operate or control Customer's systems or third-party tools. We are not liable for downtime, data loss, misconfiguration, incompatibility, or other impact arising from Customer's adoption of any recommendation, including but not limited to deployment failures, outages, or data integrity issues.

Acceptable Use – Additional Restrictions

You must not: (a) use the Service to infringe any law or third-party rights; (b) upload or transmit malware or harmful code; (c) circumvent, disable, or interfere with security or access controls; (d) perform penetration testing, load testing, scraping, or data extraction without prior written consent; (e) use the Free Tier to avoid payment for a Paid Plan; (f) use the Service in high-risk environments (e.g., life support, critical infrastructure).

We may enforce reasonable usage thresholds (including request volumes, seats, projects, or connectors) and may throttle, suspend, or terminate accounts exceeding fair-use limits or breaching these Terms. Breach determinations are made in our **sole reasonable discretion** based on evidence in our systems and credible reports.

API Access & Rate Limits

API access (if enabled) is provided via personal API keys. Keys must be kept confidential and used only by Customer's Users. We may set or change rate limits and monitor usage. Keys may be revoked for breach, security risk, abuse, or inactivity. You may not expose, resell, or provide the API or its outputs to third parties without a separate agreement.

We may introduce **backwards-incompatible API changes**. Where practicable, we will provide reasonable advance notice or a migration path.

Feedback and Aggregated Data

We may freely use ideas, suggestions, and feedback provided by Users **without restriction** and **without obligation**. This clause does not override any separate written confidentiality agreement between the parties.

We may process usage data to create **aggregated and anonymised insights** that do not identify Customer or Users, to operate, secure, and improve the Service and for analytics and marketing.

AI Training and Improvement

By using the Service, Customer acknowledges and agrees that we may use de-identified and aggregated data derived from Customer's use of the Service to train and improve our AI models. Such data will not include Customer Confidential Information or Personal Data unless separately authorised in writing.

Third-Party Services & Integrations

Integrations, links, and third-party services are provided "as-is" and are governed by their own terms and privacy policies. Availability, compatibility, pricing, and changes to third-party services are outside our control. **We may add or remove integrations at any time**, with or without notice.

Beta and Preview Features

Features labelled Alpha/Beta/Preview are experimental, may be inaccurate or unavailable, and are provided **without support, commitments, or SLA**. Use at your own discretion and risk.

TERMS AND CONDITIONS OF SALE

Paid Products

Some of the Products provided on Dragonfly, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of Dragonfly.

Product description

Prices, descriptions or availability of Products are outlined in the respective sections of Dragonfly and are subject to change without notice.

While Products on Dragonfly are presented with the greatest accuracy technically possible, representation on Dragonfly through any means (including, as the case may be, graphic material, images, colours, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on Dragonfly are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

Methods of payment

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of Dragonfly.

All payments are independently processed through third-party services. Therefore, Dragonfly does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of Dragonfly to learn more about the data processing and Users' rights regarding their data.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

Delivery

Performance of services

The purchased service shall be performed or made available within the timeframe specified on Dragonfly or as communicated before the order submission.

Provision of personal data

To access or receive some of the Products provided via Dragonfly as part of the Service, Users may be required to provide their personal data as indicated on Dragonfly.

Plans, Access and Freemium

We offer a free plan ("Free Tier") and paid plans ("Paid Plans"). We may change or discontinue the Free Tier and set reasonable usage caps. We may remove **inactive Free Tier** workspaces after **90 days** of inactivity, with at least **14 days'** prior notice sent to the email on file.

Trials (if any) are provided "as-is" and may be limited or withdrawn at any time.

Self-Serve Subscriptions (Online Checkout)

Paid Plans purchased via self-serve checkout are billed in advance and **auto-renew until cancelled**. Upgrades take effect immediately and may be prorated; downgrades apply from the next renewal. Taxes (e.g., VAT/GST or other indirect taxes) are calculated from billing details and are Customer's responsibility. Unless required by law, payments are **non-refundable** and there are no credits for partial periods. Chargebacks may result in suspension or termination.

If we charge tax in error, our sole obligation is to issue a corrected invoice or credit.

Order Forms (Invoiced Enterprise Contracts)

Separately executed Order Forms may specify different commercial terms (fees, term, payment schedule, purchase orders, support/SLA). Unless otherwise stated: invoices are due **Net 14**; late amounts accrue interest at 1.5% per month (or the legal maximum, if lower); we may suspend the Service for non-payment.

Order of Precedence

If there is any conflict, the signed Order Form controls over these online Terms for the conflicting subject.

Price Changes

We may change fees for renewals. We will notify you in advance and changes apply from the next term.

Term and Termination

Self-Serve Subscriptions (Online Checkout) – If you cancel a self-serve subscription, access will continue until the end of the current paid billing period (monthly or annual). Cancellations take effect at the end of that period, and you will not be charged again. We do not offer prorated refunds or credits for partial periods, except where required by law.

Invoiced Enterprise Contracts (Order Forms) – Either party may terminate an enterprise contract by giving at least **30 days' written notice**, unless the applicable Order Form specifies a different notice period. Fees due for the notice period remain payable. Enterprise contracts may also be terminated for material breach, non-payment, or security risk with immediate effect.

Effect of Termination – Upon termination, Customer must cease all use of the Service and we may delete Customer data after 30 days, subject to any legal retention obligations.

Liability and indemnification

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

The above also applies to any claims exercised by third parties (including but not limited to the Owner's clients or customers) against the Owner related to Digital Products provided by the User such as, for instance, conformity claims.

Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as Dragonfly has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

Australian Users

Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including

liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

US Users

Disclaimer of Warranties

Dragonfly is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorised access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

Liability Cap

To the maximum extent permitted by law, our total aggregate liability arising out of or related to the Service or these Terms is limited to the **amounts actually paid by Customer to us for the Service in the twelve (12) months** preceding the event giving rise to the claim. The exclusions and limitations in these Terms apply regardless of the form of action or theory of liability.

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw personal data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of Dragonfly and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

Privacy policy

To learn more about the use of their personal data, Users may refer to the privacy policy of Dragonfly.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to Dragonfly are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with Dragonfly are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of Dragonfly must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Changes to These Terms

We may update these Terms from time to time. If we make material changes, we will provide notice via the Service or by email before the changes take effect. The updated Terms apply from the stated effective date. Your continued use of the Service after that date constitutes acceptance.

Data Export and Survival

For 30 days after termination (unless suspended for cause), Customer may export permissible data. After that period, we may delete it, subject to legal retention. Payment obligations, IP ownership, confidentiality, disclaimers, limitations of liability, indemnities, and dispute provisions survive termination.

Publicity

Unless prohibited by an Order Form, we may identify Customer as a customer (name and logo) on our website and in marketing materials. Customer may opt out by notifying us.

Compliance and Export Control

Customer represents it is not located in, under the control of, or a national or resident of any country or entity subject to embargoes or sanctions. Customer will not use the Service in violation of applicable export control, sanctions, or anti-corruption laws.

Dispute resolution

Amicable dispute resolution

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of Dragonfly or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 5 days of receiving it.

Online dispute resolution for Consumers

The European Commission's Online Dispute Resolution (ODR) platform, previously available for alternative dispute resolutions that facilitated an out-of-court method for solving disputes related to and stemming from online sale and service contracts, has been officially discontinued as of 20 July 2025, following the adoption of [EU Regulation 2024/3228](#).

Although the platform is no longer available, Users are encouraged to reach out directly to the Owner to resolve any concerns or issues. Users are kindly asked to contact the Owner at the contact details provided in this document.

Governing Law and Jurisdiction

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them are governed by the laws of **England and Wales**. The courts of **England and Wales** have exclusive jurisdiction. Nothing in these Terms limits any **non-waivable rights** under applicable law.

Definitions and legal references

Dragonfly (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Business User

Any User that does not qualify as a Consumer.

Digital Product

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of Dragonfly.

European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

Owner (or We)

Indicates the natural person(s) or legal entity that provides Dragonfly and/or the Service to Users.

Product

A good or service available through Dragonfly, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

Service

The service provided by Dragonfly as described in these Terms and on Dragonfly.

Terms

All provisions applicable to the use of Dragonfly and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

User (or You)

Indicates any natural person or legal entity using Dragonfly.

Consumer

Consumer is any User qualifying as such under applicable law.

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