

LINEN

project, subsidiary, or department

Linen Terms of Service

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Effective date: October 24, 2026

These Terms govern access to and use of Linen, a workforce platform provided by The Moonlit Company (“Moonlit”, “we”, “us”). By creating a workspace, accepting an invitation, or otherwise using Linen, you agree to these Terms. If you use Linen on behalf of a company, you confirm that you’re authorised to bind that company, and “Customer” and “you” refer to that company.

If you have a separate signed agreement or order form with Moonlit for Linen, that agreement takes precedence where it conflicts with these Terms.

1. The service

Linen lets a company keep records about its people and manage time off, attendance, performance reviews, onboarding, announcements, events, forms, files and hiring. It includes an employee portal (on a Linen address or the Customer’s own domain) and a public careers page. Features may change over time. Linen doesn’t currently provide payroll or benefits administration.

2. Getting access

Workspaces are currently set up by The Moonlit Company, typically after a product demo. Access, pricing and any trial period are set out in your order form or the confirmation we send you.

3. Accounts

- Each account belongs to one person and one company workspace, and should use a work email address.
- You’re responsible for keeping sign-in details secure and for everything done under your account. Tell us promptly at legal@moonlit.company if you suspect unauthorised access.
- Workspace owners and admins:
 - decide who is invited and which role each person holds;
 - are responsible for removing access when someone leaves.
- Employees reach the portal by signing in with the email address their employer has on record. Access ends when the employer marks them as no longer employed.

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4. Your data

Ownership. You own the data you and your people put into Linen (“Customer Data”). You give Moonlit the rights needed to host, process and display Customer Data to provide and support Linen, as described in our Privacy Policy.

Your responsibilities. You’re responsible for:

- having a lawful basis, and giving any notices or getting any consents required, to collect and process information about your employees, contractors and applicants in Linen;
- the accuracy of the data you add, including pay, balances and policies;
- decisions you make using Linen, including employment, pay, time off and hiring decisions;
- complying with employment, privacy and anti-discrimination laws that apply to you.

Data processing. Where Moonlit processes personal data on your behalf, it does so under our Data Processing Addendum, available on request, which forms part of these Terms. Moonlit may engage subprocessors to provide Linen.

Export and deletion. You can export your people, time-off and attendance records from Linen at any time. After your workspace closes, you’ll have 30 days to request an export. After that, we’ll delete Customer Data as described in our Privacy Policy.

5. Acceptable use

You agree not to, and not to let anyone else:

- use Linen in violation of any law, or to store data you have no right to process;
- upload malware, or attempt to probe, scan or break Linen’s security or access controls;
- access another company’s workspace or data, or try to get around role-based permissions;
- overload, disrupt or reverse engineer the service, except where the law expressly allows it;
- use Linen to send spam, or to harass or discriminate against anyone;
- resell or provide Linen to third parties outside your organisation without our written agreement;

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- use the careers page to collect applications under false pretences.

We may suspend access that we reasonably believe breaches this section or puts the service or other customers at risk. Where practical, we'll tell you first.

6. Custom domains

If you connect your own domain to the employee portal or careers page, you confirm you control that domain. You're responsible for keeping the required DNS record in place, pointed at proxy.linenhr.com. Moonlit may issue and renew certificates for the domain so it can be served securely.

7. Fees

Fees, billing frequency and payment terms are set in your order form. Unless it says otherwise:

- fees are due within 30 days of invoice;
- fees are exclusive of taxes;
- fees are non-refundable except where the law requires otherwise.

We may suspend a workspace whose invoices are more than 30 days overdue, after notice.

8. Third-party services

Moonlit may use third-party service providers to operate Linen and may change them at any time. Linen may let you connect third-party services of your choosing, such as payroll providers, in the future. Your use of those services is governed by their own terms, and Moonlit isn't responsible for them.

9. Availability and changes

We work to keep Linen available and secure, but we don't promise it will be uninterrupted or error-free. We may perform maintenance, and we may change, add or remove features. If we remove a material feature you rely on, we'll give you reasonable notice. Features marked "coming soon", beta or preview are provided as-is and may change or be withdrawn.

10. Intellectual property

Moonlit owns Linen, including its software, design and content, other than Customer Data. These Terms don't transfer any of our intellectual property to you. If you send us feedback or suggestions, we may use them without obligation to you.

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11. Confidentiality

Each party will protect the other's non-public information with reasonable care. It will use that information only to perform under these Terms, and will disclose it only to people who need to know it and are bound by similar obligations, or where the law requires.

12. Term and termination

These Terms apply while you use Linen.

Ending for convenience: either party may end them at the end of a subscription term by giving the notice set in your order form.

Ending for breach: either party may end them if the other materially breaches and doesn't fix the breach within 30 days of written notice.

When the Terms end: your access stops, and section 4's export and deletion terms apply. Sections that by their nature should survive will survive, including fees owed, intellectual property, confidentiality, disclaimers, limitation of liability and indemnity.

13. Disclaimers

Except as expressly stated in these Terms or your order form, Linen is provided "as is" and "as available". Moonlit disclaims all implied warranties, including merchantability, fitness for a particular purpose and non-infringement. Linen is a record-keeping and workflow tool and doesn't provide legal, tax or employment advice.

14. Limitation of liability

To the fullest extent permitted by law:

neither party is liable for any indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue or data, even if advised they were possible;

each party's total liability arising out of these Terms is limited to the fees you paid Moonlit for Linen in the 12 months before the event giving rise to the claim. These limits don't apply to your payment obligations, to either party's indemnity obligations, or to liability that can't be limited by law.

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15. Indemnity

You'll defend and indemnify Moonlit against third-party claims arising from Customer Data, or from your use of Linen in breach of these Terms or the law. Moonlit will defend and indemnify you against third-party claims that Linen, as provided by us, infringes that party's intellectual property rights.

The party seeking indemnity must:

- notify the other promptly; - let the other control the defence; - reasonably cooperate.

16. Changes to these Terms

We may update these Terms. For material changes, we'll give you at least 30 days' notice by email or in the app. Continuing to use Linen after changes take effect means you accept them. If you don't agree, you may stop using Linen before they take effect.

17. General

- Governing law: these Terms are governed by the laws of the State of California, without regard to conflict-of-law rules.
- Venue: disputes will be resolved exclusively in the state or federal courts located in Orange County, California, and each party consents to those courts' jurisdiction.
- Assignment: you may not assign these Terms without our consent, except to a successor of your business. We may assign them to an affiliate or successor.
- Force majeure: neither party is liable for delays caused by events beyond its reasonable control.
- Whole agreement: these Terms, together with your order form, the Privacy Policy and the Data Processing Addendum, are the entire agreement between us about Linen.
- Other: if any provision is unenforceable, the rest stays in effect. Not enforcing a provision isn't a waiver of it.

18. Contact - Support: <https://www.moonlit.company/support?context=linen>