

TERMS OF USE ("TERMS")

CONTRACTING ENTITY

Company: Goodlegal SRL a company, operating and registered under the laws of Romania, with its registered headquarters in Equilibrium Building 2 Gara Herastrau, 11th floor, 2nd District 020334, Bucharest, Romania, e-mail: legal@goodlegal.io

VALIDITY

Published <April 1, 2022>. These terms replace and supersede all prior versions. Please take a moment to read through the Terms, as amended by us from time to time, which are the sole legally binding agreement between the Company and you, to ensure that you have a complete and clear understanding of the principles and legal obligations under which we provide you the Offering. The Terms are structured in two main parts applicable based on the scope of services requested by the Company marked as such: Customer Legal Provisions (when Company is the provider) and Vendor Legal Provisions (when Company is the customer).

WHEN COMPANY IS THE PROVIDER (providing its products and services)

DEFINITIONS

- **Terms of Use** – means this document and any applicable Orders, Additional Terms, or applicable Policies, documents other references therein, all as available on our website (or successor) or within the Offering
- **Orders** (means any ordering documents or online registration, referencing these Terms detailing the specific contracted Offering
- **Additional** – new or additional terms applicable to the Offering as published, communicated, or agree from time to time
- **Policies** - policies and other similar documentation applicable to the Offering
- **Offering** - means Company's or its' affiliates identified herein (i) websites, services, products, applications, software, courses, trainings, forums, workflows, improvements of any kind and associated documentation, including any beta or other test programs, results, provided by us, or obtained by us while ensuring continuous improvement of the Offering or as provided for you specific use, and any provided or shared.
- **Content** – which means text, images, videos, audio, algorithms, software, or other information.
- **Company** – further referenced either as "Company", "we", "us" or "our".
- **Customer** – further referenced either as "you", "your", "user" or "client" defined as any individual or organization that has, accesses, or directs the use of, an account or service with us, or is testing or using directly or indirectly, the Offering
- **Trial Version** – certain versions of the Offering designated as "trial", "evaluation," "not for resale," or other similar designation.
- **Intellectual Property Rights (IPR)** – means patents, rights to inventions, copyright and related rights, trademarks, logos, marks, trade and domain names, rights in computer software and databases, know-how, look and feel, designs, workflows, and any other intellectual property rights or rights of a similar nature, registered or unregistered, including all applications and rights to apply for protection
- **Confidential Information** – means any information marked confidential or which would normally under the circumstances be considered as such.
- **Company Aggregate Data** – means aggregated and anonymized statistical and other information from the use of the Offering, which does not identify a specific person, and which may be used for reporting, research, improvement, fraud prevention, compliance, and other reasonable business purposes.
- **Feedback** – means any ideas, suggestions, or other proposals submitted to us for the improvement of our Offering.

SCOPE

The Company hereby agrees to provide you with the Offering, under a limited, non-exclusive, revocable right, in accordance with these Terms. We may also offer from time-to-time various new or additional packages, features, or versions of the Offering which may contain in addition their specific terms. Companies may also use Trial Versions which you may be able to use only for the period and the stated purposes. We may also designate the Offering, or a feature, as a pre release or beta version ("Beta Version"). A Beta Version does not represent the final product and may contain bugs that may cause system or other failure, crashes, and data loss. We may choose not to release a commercial version of the Beta Version. You must promptly cease using the Beta Version if we request you to do so.

PARTIES

The Company providing the Offering and the Customer will comply with all applicable laws under these Terms. To use the Offering, Customer must be of the legally required age to agree to these Terms and have full legal rights, in accordance with the laws of your country of residence; other restrictions may be applicable to specific functionalities of the Offering or based on the territory of access or use, as notified through the Offering. The Offering can be used for itself or for an employer, including Customer's own customers (in all cases you represent and warrant that you have the required legal capacity to do so for yourself or your customers or employers) either through direct online registration or by placing an Order.

RIGHTS

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Each party retains IPR over its own Content and Confidential Information. You acknowledge and agree that to the extent the Offering generates Company Aggregated Data that data is not Confidential Information and consent to the collection and use of Company Aggregate Data. We retain all rights, title, and interest, including any IPR in the Offering. Any use of the Company IPR without our written consent is not permitted. We may use your company name, username or logo in any publicity or advertising describing our relation, unless you notify us otherwise. If you submit Feedback to us, you grant us a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable, and transferable license to make, use, sell, have made, offer to sell, import, export, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

The Offering might also contain certain Content made available by the Company or any user of the Offering. Depending on the Offering, you and other users may have access to each other’s Content. When you upload Content, you grant us a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, publicly display, distribute, modify, publicly perform, and translate the Content. You may revoke this license to your Content and terminate our rights at any time by removing your Content from the Offering. Some copies of your Content may be retained as part of our routine backups. Although we are using reasonable efforts to monitor the Content and the way the Offering is used, we cannot guarantee it will be free of (i) malware or contaminants that may harm your systems, or any files therein, (ii) materials you may find objectionable or inappropriate, or (iii) used in violation of these Terms for malicious purposes. We disclaim any responsibility or liability related to third-party Content (including yours, for which you are solely liable) or the manner or purposes for which the Offering is used and reserve the right to remove or modify any Content or restrict or remove any access, for any reason, with or without notice. Company reserves the right to enforce all reasonably available legal remedies to protect the Offering and its users against illegal, damaging, malicious or other improper use.

When you are using our Offering or you are building and using within or in conjunction with our Offering tools and mechanism for the purpose of promoting, developing, running or managing your business, products or services, you are responsible to ensure that you can do such actions in accordance with the laws applicable in your country of residence or where you are engaging in such an action, you have consulted appropriate specialists (lawyers, tax professionals, etc.) and have all legally required authorizations and consents, including from the organization for whose purposes you are using the Offering.

Web Pages describing the Offering may be accessible worldwide, but this does not mean that all Offering features are available in your country or that user-generated content available via the Offering is legal or available in your country. Access to the Offering (or certain features, or Content) in certain countries may be blocked by us or foreign governments. Therefore, you are responsible to make sure that your use of the Offering is legal or available where you are using it.

FEES

We may provide certain services or Offering versions or functionalities for a fee, as specified herein or in the applicable documentation (for ex. an Order). Therefore, you authorize us to store your payment method and use it in connection with your use of the Offering as described in the Terms. If there is a charge associated with a portion of the Offering, you agree to pay that charge. The price stated for the Offering excludes all applicable taxes and currency exchange settlements, unless stated otherwise. We may suspend or cancel the services and access to the Offering if we do not receive an on time, full payment from you as requested. Suspension or cancellation for non-payment could result in a loss of access to and use of your account and its content. To pay the fees, you will be asked to provide a payment method at the time you sign up or sign an Order. You can access and change your billing information and payment method in your account (where available or by notifying us). You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Depending on the paid versions or service of the Offering we may make available from time to time, we may bill you in advance a one-time only fee (ensuring access for a specific period) or on a recurring basis as a subscription base fee. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription.

If we make available the Offering or any version or feature available on a subscription model, you agree to pay the fees on a subscription basis (e.g., monthly, or annually), and you agree that you are authorizing recurring payments, and payments will be made to us by the method and at the agreed recurring intervals, until the subscription is terminated. By authorizing recurring payments, and as the subscription fees are charged in advance of the subscription period, you are authorizing us to store your payment instrument and process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account, or as charges to your designated account. Any errors on your bill need to be notified to us within 90 days after the error first appears on your bill, otherwise you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. If we identify a billing error, we will correct that error within 90 days.

You may cancel at any time, with or without cause and you will not receive a refund at the time of cancellation and will be required to pay all charges made to your billing account for the Offering before the date of cancellation or as agreed in the

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Order or a similar agreement. Depending on the type of paid service related to the Offering that you used, you may be required to pay cancellation costs and lose access to your account. If you cancel, your access to the paid service ends at the end of your current service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.

WARRANTIES

As a precondition of use, you further expressly consent to the following rules: (a) to comply with all terms and conditions specified herein as well as any other specific terms, document or policy as published by us, from time to time; (b) to comply with all terms and conditions required by third-party providers of any data, products, services, software, etc. which you might use with the Offering and assume all risk related to such use; (c) you will not circumvent any technological protection measures set by us to control access to the Offering; (d) you will not use or encourage others to use the Offering: (i) for benchmarking or comparison purposes, (ii) to infringe any rights, (iii) to violate any laws or contracts, (iv) to access, tamper with or misuse any Company, its Affiliates or their users systems, (v) share any Content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, invasive of another’s privacy, hateful, or otherwise objectionable; (vi) to attempt to disable, impair, or destroy the Offering or any systems used or accessed in conjunction with the Offering; (e) you will not use the Offering for any purposes prohibited by US, EU or other applicable law, including any export control laws or in connection with the design, construction, operation or supervision of any system where the use or a failure of such system could result in a situation that threatens the safety of human life or severe physical harm or environmental or property damage (including without limitation, for example, use in connection with any nuclear, military, avionics, life support, industrial, scientific, other life critical application or similar). The Offering is not designed for such use and Company expressly disclaims any liability or warranty for such use; (f) except as expressly permitted in the Terms, you must not alter, port, adapt, merge, translate, decompile, develop versions or derivative works, reverse engineer, modify (*including any proprietary markings, features, or functionalities of*) the Offering or otherwise derive the source code, data representations or underlying algorithms, processes, methods, and any other portion of the Offering. If the laws of your jurisdiction give you the right to decompile the Offering to obtain information necessary to render the licensed portions of the Offering interoperable with other software, you must first request such information from us. We may, in our discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on your decompilation of the Offering to ensure that our and our suppliers’ proprietary rights in the Offering are protected; (h) you must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute your rights acquired under these Terms and you are required to flow down to the extent applicable, all your obligations herein to, and will be liable for, all third parties to which you give access to the Offering; (i) you will not introduce any backdoors into the system for later access or otherwise, attempt to, or gain unauthorized access to any service, account, computer systems or network or circumvent any authentication or security measures or test the vulnerability of the systems or networks (e.g. by sending a virus, overloading, spamming, or mail-bombing or use the Offering to distribute malware, impersonate or misrepresent affiliation with any person or entity), and you will not expose any confidential information to which you may gain access, alter, destroy or misuse any data; (j) you will maintain, monitor, and control all activity conducted through your account, back-up and validate data from all systems and we assume no liability for any activity, data loss or corruption thereof.

Any suspected breach of these Terms, unauthorized use, IPR infringement, access or activity will be notified to us, including any loss, theft, or unauthorized disclosure or use of a username or password. You represent and warrant that you are the authorized user and have all the required rights to use the e-mail address and other information when creating an account related to, or associated with, a company or organization. You are hereby authorizing Company to access, use and process the data you upload to or use with the Offering as reasonably necessary (a) to provide, maintain and update the Offering; (b) to prevent or address service or security issues; (c) as required by law or as permitted by our Privacy Policy. We may suspend or remove your account and request you remove the Offering or any related materials from your systems: (i) if we reasonably suspect that you have breached your obligations toward us, including as set out in these Terms; (ii) if applicable, you fail to pay the associated fees when due; (iii) if we reasonably suspect that keeping the account may be unlawful or infringe any third-party rights; or (iv) as requested by you, if we do not have a legal obligation or legitimate interest to further keep your account information. We may take reasonable steps to notify you of these actions but will be under no obligation to do so.

By using the Offering, you agree that you have: (i) all necessary licenses and permissions to use it for your specific purposes; (ii) the rights necessary to grant the licenses in the Terms, and (iii) the legal capacity to comply with the Terms. You will indemnify us and our affiliates, subsidiaries, officers, agents, employees, resellers, distributors, vendors, customers, partners, and licensors (“Company Related Party”) from any claim, demand, loss, or damage, including reasonable attorneys’ fees, arising out of, or related to your Content, your use of the Offering, or your violation of the Terms. We have the right to control the defense of any claim, action, or matter subject to indemnification by you with counsel of our own choosing. You will fully cooperate with us in the defense of any such claim.

REMEDIES

You understand and agree that your use of the Platform is at your own risk and responsibility and that we and any Company Related Party make no warranties, express, implied, statutory, or otherwise, guarantees or conditions regarding the use or

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availability of the Offering or any part thereof. The Offering is provided “AS-IS” and “WITH ALL FAULTS” and on an “AS AVAILABLE” basis. To the maximum extent permitted by law, we disclaim all warranties, express or implied, statutory, or otherwise, including non-infringement, availability, service uptime, merchantability, fitness for a particular purpose or capability of the Offering to integrate or interoperate with other technologies. We make no commitments about the Content within the Offering. We further disclaim any warranty that the Offering (i) will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (ii) the results obtained from the use of the Offering will be effective, accurate, or reliable; (iii) the quality of the Offering will meet your expectations; or (iv) any errors or defects in the Offering will be identified or corrected.

To the maximum extent permitted by applicable law, we (*and Company Related Party*) are not liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, including losses and damages (i) resulting from loss of use, data, reputation, revenue, profits, interruption of business, computer malfunction, failure of software, or server down time; (ii) based on any theory of liability, including breach of contract, or warranty, negligence, or other tortious action; or (iii) arising out of or in connection with your use of or access to the Offering. In jurisdictions where exclusion of implied warranties or limitation of liability for incidental or consequential damages is not legally permitted (meaning that some of the above limitations may not apply to you), our liability will be limited to the greatest extent permitted by law.

Your exclusive remedy against us (*or Company Related Party*) and our total liability in any matter arising out of or related to the Terms is limited to the aggregated amount that you paid for access to the Offering during the three-month period preceding the event giving rise to the liability. These limitations and exclusions apply to the maximum extent permitted by law even if a remedy does not fully compensate you for any losses or fails of its essential purpose or even if we knew or should have known about the possibility of damages.

We specifically disclaim all liability for any actions resulting from your use of the Offering or any related services. You may use and access the Offering at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use of and access to the Offering or any related services.

TERM

You may stop using the Offering at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees. We may also terminate your use of the Offering at any time (*e.g., we discontinue the Offering; we have a reasonable suspicion that you have breached or attempted breach these Terms or applicable law; provision of the Offering is deemed unlawful or may infringe any rights; if applicable, you fail to pay the fees in due time; there has been an extended period of inactivity in your free account*). In respect of paid licenses, we will provide you with reasonable notice in advance. Upon termination, you must delete all copies of the Offering or any output, at your expense.

Upon the expiration or termination of the Terms, some or all the Offering functionalities may cease to operate without prior notice. Your indemnification obligations, our warranty disclaimers and limitations of liabilities, and dispute resolution provisions stated in the Terms will survive.

GENERAL

Trade Sanctions and Export Control Regulations. The Offering, and your use, may be subject to laws, restrictions, and regulations of the United States, European Commission, United Nations, and other similar national or international jurisdictions (“Export Control Sanctions”) that (i) govern the import, export, and use of the Offering; (ii) may prohibit us from providing the Offering to you without notice; and (iii) may prohibit use to make payments or similar actions to those who use the Offering from a country against which there are trade restrictions or export sanctions. By using the Offering, you represent and undertake that you, your affiliates, or users (i) are not named on any Export Control Sanctions list of restricted parties, (ii) will not export or reexport the Offering (or any result therefrom) directly or indirectly, to any country or a foreign national of a country in violation of any such Export Controls Sanctions list, (iii) will not engage in activities that would cause us (or any Company Related Party) to be in violation of Export Control Sanctions and (iv) you will comply, and you will regularly review and take appropriate action to ensure compliance with all domestic and international export laws and regulations that apply to Offering. These laws include restrictions on destinations, end users, and end use.

Third Party Licenses. The Offering may contain or may be enjoined by third party components including open-source code (OSC), which are subject to their own terms and conditions, as detailed on our website or within the Offering. If you use the Offering in conjunction with third-party systems, data, products, services, platforms, etc., then you need to ensure full compliance with the terms and conditions required by such third-party providers. With respect to certain OSC, to the extent there are any conflicts between any terms of these Terms and any terms of the respective OSC licenses, which the OSC license does not permit, such conflicting terms of these Terms will not apply. Any fees charged in connection with the Offering do not apply to any OSC for

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which fees may not be charged under the applicable open-source license. Where the terms of any specific open-source license entitle you to the source code of the respective OSC (if any), that source code may be made available upon request (a fee may be charged). Also, there may be certain functionalities which make available access to third party resources or allow for the transmission of such resources or materials, including via links. By using such functionalities, you are directing us to access, route and transmit to you the applicable resources and materials. We are not responsible for those resources or materials and the use is at your own risk subject to third party terms and conditions.

Audit. We may verify that your use, access, installation, or deployment of the Offering comply with the Terms. Upon request, you will provide us with details and use reports of all your users. Additionally, no more than once every 12 (twelve) months, we may perform the verifications onsite, either directly or by appointing a subcontractor, and you agree to provide all the required assistance and support. If the verification discloses a non-conformity, you will immediately address it. If there are any underpaid fees for payable Offering which exceed 5% of the regular value thereof, then you will also pay for the audit costs.

Privacy. Please read our Privacy Policy which describes the types of data we collect from you (“Data”), how we use your Data, and the legal basis we have to process your Data. Where processing is based on consent and to the extent permitted by law, by agreeing to these Terms, you consent to our collection, use and disclosure of your Content and Data as described herein and in the Privacy Policy. You further consent not to collect, process, or store any Sensitive Personal Information using the Offering. You agree not to transmit, disclose, or make available to Company or its third-party providers any Sensitive Personal Information (*means an individual’s financial information, sexual preferences, medical, or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child data protection laws and any additional types of information included within this term or any similar term (such as “sensitive personal data” or “special categories of personal information”)*) as used in applicable data protection or privacy laws. The Offering does not collect personal information of minors and is not directed to minors. For cases where you might be considered a minor in accordance with applicable law, to ensure you are lawfully using the Offering and that we are able to provide access and process your personal information, you will need to first provide us with the consent of your parent or legal guardian. This is essential for complying with the applicable law but also to ensure that any payments are only made or issued to or by an adult. Please note that you are responsible for assessing compliance with your applicable privacy laws and other information technology laws and regulations applicable to you or your use of the Offering. When you are using any Data, you are responsible for processing it lawfully, informing and where relevant, obtaining the consent of the data subject, implementing the required privacy policies, in accordance with the applicable privacy laws. Where permitted by law, we will access your Content. For example, to perform under these Terms, we may need to access your Content to respond to (i) Feedback or support requests; (ii) detect, prevent, or otherwise address fraud, security, legal, or technical issues; (iii) protect our or our users’ rights and (iv) enforce the Terms.

Governing Law and Venue. This Agreement is governed by the laws of the country where the Company is based, without regard to conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement. Parties hereby accept the exclusive jurisdiction of the competent courts located in the country where the Company is based and irrevocably waive any objection and defense (including, any defense of an inconvenient forum) which either may have to the bringing or maintenance of any such claim. The parties voluntarily and intentionally waive any right they may have to trial by jury in any claim under or in connection with this agreement.

Settlement. Parties agree, as a prior condition for any claim, to settle any dispute arising out of or relating to this Agreement within ninety (90) days from the applicable notice. To the maximum extent permitted by applicable law, the party not complying with this section, will cover, as applicable, the litigation costs of the other party, irrespective of the outcome. The parties may also agree to settle any dispute exclusively and finally by arbitration in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association or another similar body to be mutually determined. If there is no agreement under this provision, the dispute will be settled in accordance with *Governing Law and Venue* provisions.

Statute of Limitation. To the extent permitted by applicable law, any cause of action arising out of or related to the use of the Offering, or the Terms must be filed within one (1) year after such cause of action arose. Any cause of action which is not filed within such a period will be precluded by this provision and is permanently barred.

Injunctive Relief. In the event of your or others’ unauthorized access to or use of the Offering in violation of the Terms, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Non-Assignment. You may not assign or otherwise transfer the Terms or your rights and obligations under the Terms, in whole or in part, without our written consent, and any such attempt will be void. We may transfer our rights under the Terms to a third party.

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No Waiver and Severability. Our failure to enforce or exercise any provision of the Terms is not a waiver of that provision. If any provision of the Terms is held invalid or unenforceable for any reason, the remainder of the Terms will continue in full force and effect.

Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation (other than your payment obligations to us) under the Terms if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

Amendments. We may make changes to the Terms from time to time, and if we do, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice and unless otherwise noted, the amended Terms will be effective immediately. Your continued use of the Offering will confirm your acceptance of the changes.

DMCA. We respect the Intellectual Property Rights of others, and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act (“DMCA”). DMCA provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you’d like to check it out, the DMCA is available on the U.S. Copyright Office website at <https://www.copyright.gov/legislation/dmca.pdf>. To ensure a smooth process, we have implemented the below for responding to clear notices of copyright infringement consistent with the DMCA. If you believe in good faith that materials available within the Offering infringe your or a third party’s copyright, you may ask us to remove or block access to such materials, by sending an e-mail to us with the following details and meeting the DMCA applicable requirements:

1. “Report Abuse Copyright Infringement” in the subject filed of the e-mail.
2. a description of the copyrighted work(s) claimed to have been infringed.
3. a description of the material you claim to be infringing or the subject of the infringing activity, and information that could allow us to locate the material in our products or services.
4. the following statements “*I hereby declare that use of the material in the manner presented above is not authorized by the copyright owner, its agent, or the law*” and “*I hereby represent that this notification is accurate and, under penalty of perjury, that I am, or I am authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed in the material*”.
5. your name, address, telephone number and email address; and
6. a physical or electronic signature of the copyright owner or a person authorized to act on the owner's behalf.

Please consult your legal advisor before filing a notice, noting there can be penalties for false claims under the DMCA. If we find the allegations to be correct, we may remove the offending material and warn the user who posted it. We reserve the right to suspend or disable the accounts of users who repeatedly mislead others or violate any third-party intellectual property rights.

WHEN COMPANY IS THE CUSTOMER (buying goods and services)

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“Company Deliverable” means all work, designs, images, recordings, software programs, websites, documents, manuals, information, materials, derivative works, any other works that may be protected as a copyright, patent, or other Intellectual Property Rights and ideas that may be protected by trade secret law, that are solely or jointly conceived, made, reduced to practice, learned, or obtained by Vendor under this Agreement or that result from the Services. Company Deliverable will not include Vendor Property, but will include the pre-existing materials of Vendor that are included in, or necessary to use, or otherwise exploit, the Company Deliverable;

“Company Customer” means any customer (or its Affiliates) of Company group to which the software and maintenance, technical support, and other related services (including Company Deliverables), generically defined as Products that are made generally commercially available by Company.

“Affiliate” means any entity that one of the parties owns or controls, directly or indirectly, and any parent company that owns or controls one of the parties.

“Agreement” means these terms, applicable SOWs, Purchase Orders, and any attachment to any of those documents.

“Company Data” means all data or information accessed by Vendor under this Agreement, which may include Company’s Confidential Information.

“Authorized Users” means Company and its Affiliates’ employees and collaborators, or anyone authorized by Company.

“Vendor Property” means Vendor software, products, services or materials that are identified as pre-existing in any SOW, including but not limited to the Documentation, descriptions of any methodology, document templates or other tools proprietary to Vendor.

“Documentation” means any information published by Vendor or otherwise made available, including reference material, help documentation and product information on Vendor’s website, relating to the use of the Vendor Property.

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software, and any other intellectual property rights or rights of a similar nature.

“Illicit Code” means any anomalies or computer instructions (viruses, trojan horses, worms, authorization strings and other malicious code, self-destruction mechanisms) that are not intended to provide the functionality defined in the Documentation and that interfere with Company’s right to quiet enjoyment of the Company Deliverable or Vendor Property granted by this Agreement.

“Open Source Code” means source code or other software which is licensed or provided pursuant to terms that create, or appear to create, obligations for Company to grant, or appear to grant, to any third party any rights or immunities under Company’s or its licensor’s intellectual property or proprietary rights in intellectual property owned or licensed by Company (including such intellectual property developed by Vendor and assigned or otherwise transferred to Company under this Agreement).

“Products” means tangible items to be delivered as part of a SOW or other relevant document agreed between the Parties.

“Confidential Information” or “CI” means all information disclosed by a Party, except information that is: (i) already known to prior to disclosure, (ii) publicly known through no wrongful act or omission, (iii) received from a third party without violating any law or contractual obligation; (iv) independently developed without using the other Party’s CI, or (v) approved in writing for release by the Party owning the CI prior to disclosure.

“Purchase Order” or “PO” means a document issued by the Company authorizing purchase of Services or Products which is subject to the terms and conditions stated in these terms or applicable SOW.

“Services” means any services provided by Vendor including services required to use Vendor Property as detailed in the SOW (milestones, performance objectives, acceptance), which may include, configuration, implementation, customization, consulting, and training.

“Vendor” means the person or entity supplying the Products or Services under the Agreement, including Vendor personnel and individuals supplied by Vendor to provide the Services.

“Taxes” means value added tax, sales tax or any other tax levied directly on the provision of any of the Services.

SERVICES. This Agreement is the complete and binding contract between Company and Vendor. Company rejects any proposal for additional or different terms, or any attempt by Vendor, either orally or in writing, to vary any of

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the terms of this Agreement, even if Company pays Vendor based on an invoice from Vendor containing additional or different terms. Vendor's commencement of work on the Services or shipment of Products or receipt of payment constitutes Vendor's acceptance of this Agreement. The effective date of this Agreement is the date the initial Purchase Order is issued or SOW is signed. Vendors will at all times comply with all applicable laws and follow all guidelines and policies provided by the Company.

SOW. Company Deliverables, Products or Services will be specified in individual SOWs based on the required type of services. Company and Vendor may also agree in the relevant SOW that Vendor will act as an Company subcontractor to provide services to Company Customer, in which case the work described in an SOW will be performed in accordance with the prime contract between Company and Company Customer identified in each SOW, in accordance with all instructions, specifications and other contract documents attached to or incorporated into the prime contract and subsequently in an SOW under this Agreement. Company will own all Company Deliverables (developed and provided to Company in performance of the Services), as specified in a SOW.

Testing and Acceptance. Vendor will perform testing and employ sufficient quality assurance standards to assure that Company Deliverables, Products or Services are in accordance with the SOW, conform to mutually-agreed upon requirements and to any specifications. If Vendor fails to meet the mutually-agreed requirements after an additional correction time, Company may terminate the Agreement and Vendor will refund the fees.

Termination. This Agreement may be terminated as follows: (A) Termination for Convenience. Company may terminate any part of this Agreement for convenience. Upon receipt of notice of termination, Vendor will immediately stop all work, and will immediately cause any of its suppliers or subcontractors to stop work. Vendor will be paid for all acceptable work performed prior to the termination notice plus actual direct costs resulting from termination. (B) Termination for Cause. Company may terminate this Agreement for cause if Vendor fails to comply with the Agreement. (C) Other Termination. This Agreement will terminate for cause without notice upon (i) the institution by or against Vendor of insolvency, receivership, bankruptcy, or similar proceedings, (ii) Vendor making an assignment for the benefit of creditors, (iii) Vendor's dissolution, or (iv) Vendor ceasing or threatening to cease carrying on business. (D) Effect of Termination. At the end of this Agreement, Vendor will be required to return to Company all Company Data and materials or Confidential Information that the Vendor might have in its possession or control.

Assignment and Subcontracting. Vendor may not assign, delegate or subcontract any part of this Agreement without Company's prior written approval. Company may assign this Agreement in whole or in part without Vendor's consent.

Payment. Company will pay Vendor the amounts specified in the applicable SOW and in accordance with the applicable schedule stated in the SOW. Payment of fee is contingent on Vendor's compliance with these terms, including any acceptance terms, and additional conditions stated on the SOW.

Facilities; Expenses; Insurance; Licenses. Vendor will provide its own facilities to perform the Services or provide Products, without reimbursement by Company, subject to any specific provisions stated in applicable SOWs. Vendor will not be entitled to reimbursement for expenses unless prior written approval is given by Company. Any expenses must comply with Company's expense policies. During and for operations occurring during the term of this Agreement, Vendor will maintain all appropriate and legally-required insurance to cover its operations and employees.

Invoice and Payment. Invoices must be submitted within 45 days after performance of Services or delivery of Products, unless otherwise stated on applicable SOWs. No invoice may be dated earlier than the initial performance date of the Services or delivery of the Products. Company will issue payment to Vendor for a non-disputed invoice within 45 days from the date of acceptance by Company of the Products or Services.

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Taxes. Unless otherwise specified in applicable SOWs, the prices stated include all Taxes. No part of payment to Vendor will be subject to withholding for Taxes. Vendor will pay and indemnify Company for Taxes, fees, and penalties Company may incur in connection with this Agreement. Company may deduct or set off any counterclaim it has with Vendor against any claims for money due or to become due from Company.

INTELLECTUAL PROPERTY. Company Deliverable. The following provisions are applicable to any work performed for Company that results in creation of intellectual property under these terms:

(A) Assignment.	If Vendor creates any Company Deliverable, Vendor automatically and irrevocably assigns to Company all existing and future rights, title and interests, including all Intellectual Property Rights, worldwide in and to the Company Deliverable. Vendor also assigns to Company all written releases (including model releases when person(s) appear in an Company Deliverable).
(B) License Grant	If Vendor provides any technology, software or related materials to Company, including Vendor Property, Vendor grants to Company and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable, fully-paid, sub-licensable and royalty-free license under all intellectual property or similar rights owned or controlled by Vendor to use that technology, software, and related materials, including Vendor Property, for the purposes stated in this Agreement and with rights to sublicense through multiple levels of distributors. This use includes, but is not limited to reproduction, creation of derivative works, distribution, publicly perform, and publicly display by all means now known or later developed. Vendor grants to Company, and to its existing and prospective contractors, Vendors, and customers, at no additional charge, a perpetual, irrevocable, worldwide, non-exclusive, non-transferable, fully paid up license under all of Vendor's Proprietary Rights, to: reproduce, use, perform, display, distribute, and create derivative works of the Vendor Property as necessary to use or exploit the Company Deliverables.
(C) No Retention	Vendor retains no rights to the Company Deliverables and waives its rights to challenge the validity of Company's ownership of the Company Deliverable.
(D) Enforcement	Vendor agrees (a) to disclose promptly in writing to Company all Company Deliverable (finished or unfinished) and (b) that Company has a power of attorney to apply for and in Vendor's name, and to execute, any applications and assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for the Company Deliverable in Company's name as Company finds appropriate. These obligations to disclose, assist, and execute will survive termination or expiration of this Agreement.
(E) Waiver	If Vendor has any rights to the Company Deliverable that cannot be assigned to Company, including without limitation moral rights, Vendor unconditionally and irrevocably waives the enforcement of those rights, and all claims and causes of action of any kind against Company with respect to those rights, and agrees, at Company's request and expense, to consent to and join in any action to enforce those rights. Company may use the Company Deliverable with or without credit to Vendor.

Materials. Company retains all rights to materials or information provided to the Vendor, including Company Data, who may only use them to the extent necessary to perform the Services.

Vendor Software License. Subject to the payment of fees set forth in the SOW, Vendor grants Company and Company's Authorized Users the below licenses depending on the type of the licensed Software:

(A) Vendor grants for software products provided as software-as-a-service a: worldwide, non-exclusive, non-transferable, royalty-free license, during the Term:	to access and use the Software listed on the SOW. Use of the Software will include Company's right to; where applicable, access and use any of Software's application programming interfaces for the purpose of accessing and using the Software.
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(B) Vendor will deliver in electronic form software products installed on premise and hereby grants Company a non-exclusive, perpetual (unless terminated in accordance with the provisions of these terms), royalty-free, worldwide license, under all Intellectual Property Rights owned, licensed, or otherwise controlled by Vendor, and embodied in the Software, to:

a) install the Software in machine-readable, object code form on machines (physical or virtual) that are in Company's internal networks, for use by up to the number of users or modes for which Company has purchased a license, and (b) to copy and internally distribute the Software and Documentation, for Company's internal purposes only, including but not limited to the right to: (i) use the Software in web-based e-commerce and e-business applications, (ii) use copies of the Software for internal training, (iii) permit Company's subcontractors to exercise Company's rights under this Agreement solely in performance of work for Company, and (iv) make archival copies pursuant to Company's standard backup and archival policies, procedures, and practices.

At the time of licensing, all required security keys or authorization codes will be provided to Company by Vendor. Company acknowledges and agrees that: (i) it may use one security key or one authorization code per copy of the Software licensed, (ii) use of the Software is contingent upon payment of fees due in accordance with the terms of this Agreement.

Except as otherwise permitted hereby, Company will not lease, license, sublicense or encumber the Software, or any portion thereof. Except to the minimum extent necessary to comply with applicable law, Company will not (a) decompile, disassemble, or reverse engineer any portion of the Software, (b) modify or prepare derivative works of the Software, (c) permit third parties to use the Software as part of a service bureau, or (d) remove, obscure, or alter any copyright notice, trademark, or other proprietary right appearing in or on any item included with the Software, or the Documentation.

RESPONSIBILITIES. Confidentiality. All information furnished by Company to Vendor is confidential. Vendor will use Company's CI only as necessary to perform under this Agreement. Vendor will only disclose Company's CI to persons or entities who need to know the information to perform under this Agreement, and who have, prior to disclosure by Vendor, agreed in writing to protect Company's CI to the extent expressed in this Agreement. If Vendor receives a court order or is otherwise required by law to disclose any CI, Vendor will notify Company immediately upon receipt of the court order or other document requiring disclosure so that Company has time to object and move for a protective order. Vendor will file any CI under seal or request that the court or administrative body seal the CI prior to Vendor's disclosure. Except as may be required by a court order or law, Vendor's obligations regarding CI will remain in full force and effect in perpetuity. Vendor has no Intellectual Property Rights or other claim to the Company Data that is processed, hosted, stored, or transferred to and from the software. Vendor will cooperate with Company to protect Company's Intellectual Property Rights and Company Data. Vendor will promptly notify Company if Vendor becomes aware of any potential infringement of those rights.

Information Security and Privacy Requirements. If Vendor will process or store any CI or personal data (as defined by applicable law) in any manner, Vendor warrants that: (i) it has implemented and maintains a comprehensive written information security program that complies with applicable privacy laws, including appropriate technical, operational and organizational measures to protect from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, access to, or otherwise unauthorized processing of personal data transmitted, stored or otherwise processed; and (ii) has taken steps to ensure that any person or entity acting under its authority, who processes or in any way has access to personal data in the context of the Agreement (including any entity engaged by Vendor or any further sub-contractor) is only granted access to Personal Data on a need-to-know basis, and is subject to a duly enforceable contractual or statutory confidentiality obligation.

Representations and Warranties. Company Deliverable. Vendor represents and warrants that: (a) the Company Deliverable will be an original work of Vendor or, if Vendor has obtained all or part of the Company Deliverable from one or more third parties, those third parties have or will have completely and fully assigned all rights in the materials to Vendor; (b) the Company Deliverable will not contain anything of a libelous nature or obscene according to applicable laws; (c) to the best knowledge of Vendor, neither the Company Deliverable nor any element thereof infringes or will infringe the Intellectual Property Rights of any third party; (d) the Company Deliverable will not be subject to any restrictions or to any, liens, mortgages, pledges, security interests, encumbrances, or encroachments; (e) Vendor, at its expense, has obtained or will obtain prior to its delivery of the

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Company Deliverable to Company all authorizations, consents, licenses, and releases required to secure Company's ownership in the Company Deliverable, and Vendor will provide all related evidence to Company upon Company's request; (f) the Company Deliverable will not contain any Illicit Code, including any code that is designed or intended to provide unauthorized access to a computer system, network, or other device on which the code is stored and installed or damage or destroy any data file without the user's consent; and (g) the Company Deliverable will not contain any open source software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license that may require Company to make any of its source code publicly available.

Products, Services, Software. Vendor represents and warrants that all Products, Services or Software furnished under this Agreement will: (a) conform to all Documentation and specifications and appropriate standards, be free from defects in material or workmanship; (b) not contain any Open Source Code or Illicit Code, or software code that could damage computers, networks or cause the unwanted disclosure or loss of data; (c) conform to any samples or statements made on the packaging, labels, marketing materials, or advertisements for the Products; (d) be adequately contained, packaged, marked, and labeled; (e) be merchantable or of satisfactory quality, and safe and appropriate for the customary purpose for those Products; and, (f) comply with all applicable laws and not infringe the Intellectual Property Rights of any third parties. In addition, the Software does not contain an undisclosed tracking technology that may be used in connection with the internet, world-wide-web, or a mobile network that is capable of obtaining information about the activity of an end user. This provision does not include tracking technology that is materially described in Vendor's Documentation where the technology only operates as described in the Documentation. The terms of this Agreement supersede any other license terms supplied by Vendor that may be contained in the Software, including any references to GPL, ALGPL, or similar licenses.

Compliance. General. Inspection, test, acceptance, or use of the Company Deliverable and Products or Services will not affect Vendor's obligations under these warranties. Vendor's warranties apply to Company, its successors and assigns. Vendor agrees to promptly replace or correct defects of any Services or Products not conforming to the warranties, without expense to Company, when notified of the nonconformity by Company and requested to do so by Company. Company is an equal employment opportunity employer and is a contractor for various customers. Vendor understands and will comply with all applicable laws, statutes, ordinances and regulations (including without limitation laws and regulations governing data privacy, unsolicited commercial communications (spam), unfair competition, anti-corruption, anti-discrimination, and false advertising), the United States Foreign Corrupt Practices Act of 1977, and other Company policies, including Business Partner Code available on Company website or as notified by Company.

Export Laws. Vendor specifically acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, which may include Company Deliverable and Confidential Information. Vendor will not export or re-export any restricted Company Deliverable or Confidential Information in any form, without the appropriate United States and foreign governmental licenses and Company's express prior written permission to do so, and Vendor will not under any circumstances export, or allow the export or re-export of, restricted Company Deliverable, Confidential Information or any part thereof, to any entity or person or destination prohibited under the United States Export Administration Regulations or similar statutes or regulations. If Vendor's Products or Software are subject to the above regulations or other export laws, restrictions, and regulations, Vendor will comply with those export laws when providing the Products, Software or Services.

Indemnification. Vendor will defend, indemnify and hold harmless Company, its officers, directors, employees, sub-licensees, customers and agents, against all damages, claims, liabilities, costs, losses, and expenses (including attorneys' fees) arising out of or resulting from Vendor's performance under or relating to this Agreement. Company will give Vendor prompt notice of any claims. Company may participate in the defense of any claim at its own expense. Vendor will not settle any claim without Company's written consent. From the date of notice of claim, Company will have the right to withhold any unpaid amounts due to Vendor.

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Records; Verification. Vendor will maintain complete and accurate records relevant to this Agreement. Company may audit any relevant records during Vendor’s normal business hours, in a manner that will not unreasonably interfere with normal business operations. Company will give Vendor at least 7 days prior written notice and will not conduct audits more than once per year, except in follow-up to the discovery of material discrepancies, in which case the audits may be conducted as reasonably necessary under the circumstances and no later than 30 days after discovery of the material discrepancy. All audits will be at Company’s expense, unless the audit finds a material error resulting in overpayment by Company, in which case Vendor will pay for the audit in addition to paying Company for any costs incurred or overpayment made.

Governing Law; Venue. This Agreement will be governed by and construed substantively and procedurally (by excluding expressly the applicability of UCITA, United Nations Conventions on Contracts for the International Sale of Products) as follows:

SERVICE, PRODUCT OR SOFTWARE IS PROVIDED:	APPLICABLE GOVERNING LAW:	VENUE FOR DISPUTES:
North America	State of Delaware	Delaware
Outside North America	Romania	Bucharest, Romania
Singapore	Singapore	*Any dispute will be resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”).
Australia, New Zealand, India, United Kingdom or any other location not named	England	London, England
The law of the country in which both the Vendor providing the Services and Company receiving the Services are domiciled, if agreed in the SOW		

*For disputes in Singapore, one arbitrator will be jointly selected by the parties within 30 days of a written demand for arbitration. If no arbitrator is selected within 30 days, the SIAC Chairperson will make the selection. The arbitration will be held in English.

Equitable Relief; Attorneys’ Fees. Each party may enforce this Agreement and any of its provisions by injunction, specific performance or any other equitable relief without prejudice to any other rights and remedies that the other party may have. Company will have the right to recover reasonable attorneys’ fees in any action in law or equity brought to enforce the terms of this Agreement.

Severability; Survival; Waiver. If any provisions of this Agreement are invalidated by a court of competent jurisdiction, they will be severed and the rest of the Agreement will remain in full force and effect. The following provisions (including those which by intent are designed to survive) will survive the expiration or termination of this Agreement. Either party’s failure or delay insisting on performance of any of these Agreement terms or to exercise any of its rights or privileges will not waive any other terms, conditions, or privileges, whether of the same or similar type.

Notices. Any notices will be given to the appropriate party at the address or e-mail specified in this Agreement or SOW or at a different address as the party specifies in writing. Notices will be by e-mail, registered mail, or international courier. Notices will be deemed given upon personal delivery to the appropriate address, upon receipt of certified or registered mail, or on the date of delivery shown in the international courier's business records.

No Third-Party Rights. A person or entity who is not a party to this Agreement will have no right to enforce any of its terms.

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Data Privacy. Vendor agrees to allow Company and its Affiliates to store and use Vendor’s contact information, including names, phone numbers, and e-mail addresses, anywhere it does business. Such information will be processed and used in accordance with Company Privacy Policy (available on its website) and in connection with Company’s business relationship, and may be provided to contractors, business partners, and assignees of Company and its affiliates for uses consistent with its business activities, including communicating with Vendor (for example, for processing orders, for promotions, and for market research).