

# PARTNER TERMS

Applicable from 7 July 2023

PLEASE READ THESE PARTNER TERMS ("PARTNER TERMS") CAREFULLY BEFORE PARTICIPATING IN ANY PARTNER PROGRAMME OFFERED BY .LEGAL A/S (".LEGAL"). BY ACCEPTING THESE PARTNER TERMS, YOU ("YOU" OR "PARTNER") AGREE TO ABIDE BY THESE TERMS. THESE PARTNER TERMS, INCLUDING ANY SCHEDULES AND APPENDICES HERETO, WRITTEN OR ORAL, CONSTITUTE THE ENTIRE PARTNER AGREEMENT BETWEEN .LEGAL AND YOU AS A PARTNER (TOGETHER "THE PARTIES" OR "BOTH PARTIES") WITH RESPECT TO ITS SUBJECT MATTER. USE OF .LEGAL'S ONLINE SERVICES (".LEGAL'S ONLINE SERVICES" OR "ONLINE SERVICES") ARE FURTHER SUBJECT TO .LEGAL'S [TERMS OF SERVICE](#) AVAILABLE ON .LEGAL'S WEBSITE.

If you are accepting these Partner Terms on behalf of a company, principal, municipality, or another entity, the following conditions apply:

- i) These Partner Terms are between .legal and the respective entity.
- ii) By accepting these Partner Terms, you confirm that you have the authority to legally bind the entity to these Partner Terms.
- iii) Your acceptance of these Partner Terms will legally bind the entity to the terms and conditions outlined herein.

## **Purpose of the partner programme**

These Partner Terms aim to establish the conditions of the partnership between .legal and you, the Partner, to enable the delivery of your services to third-party customers using .legal's Online Services. As part of this partnership, .legal offers a variety of benefits under the Partner Programme. These benefits are detailed under '[Partner Resources and Offers](#)' on .legal's website. By agreeing to these Partner Terms, you acknowledge and agree to these benefits, and understand that they may be updated or modified at .legal's discretion from time to time. Additionally, you may utilise .legal's Online Services for your own business purposes at a highly discounted rate, in accordance with these Partner Terms and .legal's [Terms of Service](#).

## **1 RELATIONSHIP OF THE PARTIES**

- 1.1 The Parties agree to collaborate on the use, marketing, implementation, and support of .legal's Online Services to third-party customers.
- 1.2 The Parties are independent contractors, and this partnership is non-exclusive. The Partner is free to promote similar services from other providers, and .legal may also engage with multiple Partners.

## **2 THE PARTNER'S OBLIGATIONS**

- 2.1 The Partner agrees to use, promote, and support .legal's Online Services to third-party customers in an ethical and professional manner.

- 2.2 The Partner shall ensure that its personnel is properly trained and qualified to deliver services using .legal's Online Services. This includes staying up-to-date on product updates and improvements.
- 2.3 The Partner shall comply with all applicable laws and regulations in delivering services using .legal's Online Services and shall protect customer data accordingly.
- 2.4 If the Partner uses .legal's brand or logo in their marketing materials, the Partner agrees to follow .legal's brand guidelines and ensure that .legal's brand is represented accurately and consistently. .legal reserves the right to review and approve any use of its brand or logo by the Partner.

### **3 .LEGAL'S OBLIGATIONS**

- 3.1 .legal declares and warrants that its Online Services comply with applicable laws and regulations and meet industry standards for data protection and security.
- 3.2 .legal will provide the Partner with appropriate training and assistance regarding the use, marketing, implementation, and support of the Online Services. .legal will also keep the Partner informed of new features, updates, or changes to the Online Services.
- 3.3 .legal will provide the necessary materials and resources for the marketing of the Online Services, including presentation materials, technical documentation, and pricing information.

### **4 COPYRIGHT AND OWNERSHIP**

- 4.1 The Partner acknowledges that the Online Services and related documentation are the property of .legal and/or licensed by third parties. The Partner shall not acquire any rights to the Online Services beyond what is expressly stated in these Partner Terms.
- 4.2 .legal retains all rights, title, and interest, including all intellectual property rights, in and to .legal's Online Services and any updates, upgrades, improvements, modifications, enhancements, or derivative works thereof, whether or not they are based on feedback, suggestions, or ideas provided by the Partner. Any feedback, suggestions, ideas, or other information or materials regarding .legal or the .legal's Online Services that the Partner provides, whether by email, posting through our services, or otherwise, are non-confidential and .legal will be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to the Partner.
- 4.3 The Partner retains all rights, title, and interest in their own intellectual property brought into the partnership.
- 4.4 Both parties are permitted to utilise any general knowledge, skills, and techniques related to the Online Services acquired during the partnership.

### **5 WARRANTIES AND DISCLAIMERS**

- 5.1 .legal represents and warrants that they have the lawful authority to offer the Online Services under these Partner Terms, and that the Online Services will function in substantial accordance with the relevant specifications provided by .legal.

5.2 .legal disclaims all other warranties, express or implied, to the maximum extent permitted under applicable law, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **6 TRANSFER OF RIGHTS AND OBLIGATIONS**

6.1 Either .legal or Partner may, at any time, assign its rights or obligations under this Agreement to any third party without the prior consent of the other party. Upon such assignment, the assigning party shall provide written notice to the other party as soon as practicable following the effective date of the assignment.

6.2 Such assignment shall not relieve the assigning party of its obligations under this Agreement, and the assigning party shall remain liable for any past due amounts owed to the other party, if any, at the time of the assignment.

6.3 Upon receiving notice of the assignment, the non-assigning party shall have a 30-day period to evaluate the assignee. If, within this period, the non-assigning party reasonably determines that the assignee is unable to fulfill the obligations under this Agreement, or that the assignee's intentions or capabilities are not compatible with the non-assigning party's business interests, the non-assigning party may terminate this Agreement by providing a 30-day written notice to the assigning party.

## **7 CONFIDENTIALITY**

7.1 Both Parties agree to treat all information received from the other Party during the partnership as confidential. This information shall only be used for the purpose of carrying out the partnership, including the sharing of information regarding potential clients.

7.2 Each Party shall take appropriate measures to protect the confidential information against unauthorised access, use, or disclosure. These measures shall at least be of the same level of security that the Party uses to protect its own confidential information, but no less than a reasonable degree of care.

7.3 Notwithstanding the above, the Parties may share information which is required for the performance of this Partnership, provided the information is shared on a 'need-to-know' basis and the recipient of such information is bound by confidentiality obligations no less stringent than those set out in these Terms.

7.4 The obligations of confidentiality shall not apply to any information which:

- i) Was known to the recipient before the information was disclosed by the discloser;
- ii) Becomes publicly known through no fault of the recipient;
- iii) Is received by the recipient from a third party without a duty of confidentiality;
- iv) Is independently developed by the recipient without reference to the confidential information of the discloser.

7.5 The Parties shall maintain the confidentiality of the received information for the duration of the partnership and for a period of 5 years following the termination of these Partner Terms, with the

exception of trade secrets or other information that may enjoy a longer or indefinite confidentiality period under applicable law, or unless a longer period is agreed upon in writing by both Parties.

- 7.6 Subject to the confidentiality obligations, both Parties may publicly disclose the existence of their partnership and use the other Party's brand assets for promotional purposes related to the partnership without prior written consent. Provided that any such use shall be in accordance with the other Party's standard trademark usage guidelines and shall not present the other Party in a derogatory or negative manner.

## **8 DATA PROTECTION**

- 8.1 The Parties shall comply with applicable data protection legislation and implement appropriate technical and organisational measures to protect personal data processed in connection with these Partner Terms.

## **9 INDEMNITY**

- 9.1 The Partner agrees to indemnify and exempt .legal from liability for any claims, losses, damages, or expenses arising from the Partner's actions or omissions in connection with the delivery of the Partner's services to their customers.

## **10 LIMITATION OF LIABILITY**

- 10.1 Neither party shall be liable to the other party for loss of profits, indirect losses, or consequential damages, whether based on contract, tort, or other legal basis.

## **11 TERM AND TERMINATION**

- 11.1 These Partner Terms shall become effective upon the Partner's enrolment in the program and shall continue until terminated by either party with 30 days' written notice to the other party.
- 11.2 Upon termination of these Partner Terms for any reason, and at the request of the other Party, each Party shall delete or destroy all copies of the other Party's Confidential Information and certify in writing to the other Party that such Confidential Information has been deleted or destroyed. However, each Party shall be permitted to retain a copy of such Confidential Information to the extent required by law or any applicable governmental or regulatory authority. Any other retained Confidential Information of the other Party should continue to be treated as confidential as per the obligations outlined in these Partner Terms.

## **12 DEFAULT AND REMEDIES**

- 12.1 In the event of a material breach of these Partner Terms by either Party, the non-breaching Party may provide written notice to the breaching Party, outlining the nature of the breach and requesting its rectification within 14 days.
- 12.2 If the breaching Party does not rectify the breach within the period specified in the notice, or if the breach is not capable of being rectified, the non-breaching Party may, at its discretion and without prejudice to any other rights or remedies it may have, i) terminate these Partner Terms immediately by

giving written notice to the breaching Party; or ii) seek such legal or equitable remedies as may be available. Notwithstanding the above, in the event of repeated breaches of these Partner Terms by the Partner, .legal reserves the right to suspend access to the Online Services until such issues are resolved.

### **13 FORCE MAJEURE**

13.1 Neither party shall be in breach of these Partner Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Partner Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

### **14 GENERAL PROVISION**

14.1 Any amendments or additions to these Partner Terms shall be in writing and accepted by both parties to be binding.

14.2 These Partner Terms shall be governed by and construed in accordance with the laws of Denmark, without regard to its conflict of laws provisions. Any dispute or claim arising from these Partner Terms shall first be attempted to be resolved through negotiations between the Parties. If a resolution cannot be reached in this manner, the dispute shall be brought before the ordinary Danish courts. Both Parties agree that any claims or lawsuits arising from the use of the Online Services or these Partner Terms must be filed within a specific timeframe as prescribed by applicable Danish legislation

### **15 CHANGES TO PARTNER TERMS**

15.1 .legal reserves the right to change these Partner Terms at any time. .legal will notify the Partner of significant changes at least 30 days before the changes come into effect. If the Partner does not agree with the changes, they may terminate their participation in .legal's Partner Programme in accordance with these Partner Terms.