

TERMS OF SERVICE

Applicable from 8 June 2023

1. Introduction

- 1.1 These Terms of Service including related terms and documents (hereinafter "Terms" or "the Terms") apply between the parties (hereinafter "the Parties") .legal A/S, VAT number 4088 8888 (hereinafter ".legal") and the legal entity (hereinafter "the Customer") with associated users (hereinafter "the Users"), who have entered into an agreement (hereinafter "the Agreement") for one or more of .legal's Cloud-based "Software-as-a-Service (SaaS)"-products (hereinafter "Services" or "the Services").
- 1.2 For paying customers, the Agreement includes an agreement document (hereinafter "the Agreement Document"), which describes the Services acquired and, together with any associated appendixes, including these Terms, constitutes the Agreement. The agreement Document is accepted by the Parties.
- 1.3 The Services do not include legal assistance unless otherwise specifically stated in the Agreement.

2. Modification of the Terms

- 2.1 .legal reserves the right to make changes to the Terms at any time. Non-essential changes, or changes that are not to the disadvantage of the Customer, may enter into force without notice, while essential changes, including remuneration, must be notified with six (6) months' written notice. If the Customer does not wish to accept notified essential changes, the Customer may terminate the Agreement upon the entry into force of the changes.
- 2.2 Changes to the Terms will be notified directly to the Customer and made available to the Customer on the .legal website. The Customer is obligated to keep itself informed of changes regarding the Terms.

3. Primacy

- 3.1 The Agreement Document with any associated appendixes will prevail over the Terms in the event of a conflict of forms.

4. The Services

- 4.1 The Customer's use of the Services shall be in accordance with the Agreement and in accordance with the guidelines and policies issued by .legal, which are available and continuously updated on .legal's website.
- 4.2 .legal makes the Services available to the Customer and its Users in the current and updated version as it is and exists.
- 4.3 .legal always strives for the best possible quality of the Services. For further information on development and quality assurance, see [Security](#).
- 4.4 The Customer is responsible for the usability of the Services in relation to the specific use, including integration or interaction between the Services and the Customer's other systems.
- 4.5 The Services are reserved for business use for companies, public authorities and other legal entities that are to use the Services for business purposes. Thus the Services cannot be acquired or used by private consumers, and therefore applicable consumer protection rules do not apply.
- 4.6 Signing up for the Services, free trials and demos is a declaration that the person signing up has the legal authority to act on behalf of the organisation.

5. Free trials

- 5.1 If you register for a free trial for any of the Services provided by .legal, we will make such Service(s) available to you on a free trial basis until the earlier of (1) the end of the free trial period; (2) the beginning of a purchased subscription ordered; or (3) termination of the trial by .legal in our sole discretion.
- 5.2 If you agree to a free trial period, you also agree to receive emails from us about optimizing your use of our service, including tips on using e.g. Privacy.
- 5.3 Terms link will appear on the trial registration web page. .legal asks you to kindly read and review the terms and any such additional documents during or after ended trial period before you make your possible purchase to a subscription.
- 5.4 Any data you enter into our Service(s) along with any configurations or customizations made to a Service by or for you during your free trials will be permanently lost unless you purchase a subscription to the same Service(s) or export such service data before the end of the free trial period.

6. Terms of use

- 6.1 The Customer receives a non-exclusive, non-transferable, and limited right to use the Services.
- 6.2 The Customer is entitled to allow third parties, including affiliated companies, to use the Services, as long as the Services are used for the Customer's purposes in accordance with the Agreement.
- 6.3 The right of use is conditional on the Customer's at all times adequate and timely payment of the remuneration agreed for the Services and the Customer's and the Customer's users' compliance with the Agreement in general.
- 6.4 The Customer must at all times ensure that information about Users is complete and correct, and the Customer is fully responsible for the Users' use of the Services and compliance with the Terms, including [User Terms](#), and applicable law and security measures in connection with the implementation, intentional use or any other use of the Services.
- 6.5 The Customer and its Users are not entitled to circumvent access and copy protection, make changes to, modify or reconfigure the Services, just as the Customer must ensure that unauthorised persons do not gain access to the Services via the Customer.
- 6.6 The Customer is not entitled to change or remove any declarations and/or remarks regarding copyright, trademarks or other rights contained in the Services.
- 6.7 .legal reserves the right to block the Customer's and Users' access to the Services in the event of the Customer's breach of the Agreement.

7. Data

- 7.1 The Customer is the owner of, acquires and is free to dispose of its data, including data used in connection with or arising from the use of the Services (hereinafter "Customer Data").
- 7.2 .legal is entitled to store, copy, modify, compile and in any way use data about the Customer's use of the Services, including data regarding the Customer's use of functionality, errors occurred and other system data. .legal is also entitled to use Customer Data in aggregated and anonymised form for statical purposes.
- 7.3 .legal must, at the Customer's written request, provide Customer Data. Delivery of Customer Data must be in a generally recognised format chosen by .legal.

8. Security

- 8.1 .legal has taken the usual technical and organisational security measures against accidental or unlawful destruction, loss or deterioration of information in the Services and against unauthorised disclosure, misuse or other processing in violation of applicable law. For further regarding .legal's security measures, see [Security](#).

9. Ownership

- 9.1 .legal, subcontractors or other third parties engaged by .legal owns and acquire ownership, copyright and any other intellectual property rights that exists or may arise in or in relation to the Services and any documentation, including source code.

10. Development, maintenance, operation, and support

- 10.1 .legal will, at its discretion, continuously update, maintain and further develop the Services, including adding, removing and/or changing the composition and structure of the Services. Changes are implemented continuously and if necessary, without separate notice.
- 10.2 .legal or its subcontractors are managing the operation, maintenance, and support of the Services.
- 10.3 .legal strives for the highest possible operational stability. In case of breakdown or disruption, .legal will endeavour to restore normal operation as soon as possible. In case the Customer needs to restore from backup .legal will provide this service free of charge.
- 10.4 In the event of a need for assistance concerning the Services, the Customer may contact support as stated on .legal's website (see [Support](#)).
- 10.5 Where necessary, .legal is entitled to terminate access to the Services in whole or in part with at least 48 hours of written notice. .legal is, however, at any time entitled to terminate access to the Services without notice, where this is due to urgent circumstances, including rectification of significant errors and security updates.

11. Personal data

- 11.1 .legal processes personal information pursuant to .legal's [Privacy Policy](#).
- 11.2 .legal is data controller for its own collection and use of personal data for the use of .legal. Therefore, .legal shall ensure that it has legal basis for its processing activities.
- 11.3 In some cases, .legal is data processor on behalf of our customers. Where .legal is the data processor, we act according to with the applicable data processor agreement.
- 11.4 If the Services entail .legal's processing of personal data on behalf of the Customer, this is regulated in .legal's [Data Processor Agreement](#).
- 11.5 If the Services entails .legal's processing of personal data on behalf of the Customer, and the Customer is established outside the EU/EEA, the transfer of personal data is regulated in accordance with the [EU Commission Standard Contractual Clauses \(SCC\)](#).

12. Duration and termination

- 12.1 The Agreement enters into force upon the Customer's acceptance of the Agreement and is binding on the Parties until it is terminated in accordance with the other provisions of the Agreement.
- 12.2 The Customer may only terminate the Agreement with prior written notice to the end of the Agreement Period or the end of any extension period (hereinafter: the Extension Period). If the Agreement is not terminated in accordance with this, the Agreement will be extended by another Extension Period. For indefinite Agreement Periods, the Agreement can be terminated with at least one (1) day prior written notice.

- 12.3 Notwithstanding the foregoing, .legal is at any time entitled to terminate the Agreement with written notice of at least six (6) months. Termination of the Agreement does not affect other existing agreements between the Parties.
- 12.4 Upon termination of the Agreement, the Customer's access to the Services will cease upon expiration of the Termination Period. .legal provides for a fee, on the Customer's request fair and usual termination assistance including transfer and readout of the Customer's data from the Services.
- 12.5 Upon termination of the Agreement, the Customer's data will be deleted from the Services thirty (30) days after the end of the Termination Period.
- 12.6 The Customer's data backup will be deleted no later than thirty (30) days after the data has been deleted from the Services, i.e. within sixty (60) days after the end of the Termination Period.

13. Payment

- 13.1 The Customer must pay the fees agreed in the Agreement for the use of the Services.
- 13.2 All the prices are stated in Danish kroner (DKK) and are exclusive of VAT and any taxes.
- 13.3 Unless otherwise stated in the Agreement, fixed remuneration, including subscription payment, is invoiced once a year in advance.
- 13.4 Payment is due thirty (30) days from the invoice date.
- 13.5 Remuneration paid is not refundable. Remuneration linked to a specific period, for example, fixed annual remuneration, cannot be transferred to the purchase of Services in later periods. Notwithstanding the foregoing, the Customer is, however, entitled to a refund of a proportionate part of the remuneration paid, if .legal terminates the Agreement before expiration and the Customer does not before the expiration of the Agreement receive Services for the full consideration paid.
- 13.6 If the Customer does not make adequate payment on time, .legal is entitled to an interest in accordance with the rules of Interest Act.
- 13.7 If adequate payment has not been received by .legal any later than fourteen (14) days after .legal submits a claim to this effect, the Customer is considered to be in fundamental breach.

14. Confidentiality

- 14.1 The Parties shall maintain confidentiality concerning any information that is by their nature confidential, including information about the other Party's business, business conduct, employees, suppliers, and business partners.
- 14.2 The Parties may only store and use confidential information as a part of the fulfilment of obligations under the Agreement. However, the obligation of confidentiality shall not entail restrictions on the Parties' right in accordance with section six (7).
- 14.3 .legal must process any personal, confidential, or otherwise sensitive information received in connection with the provision of the Services to the Customer confidential in accordance with applicable legislation, furthermore .legal is not allowed to unauthorised disclosure of confidential information to any third parties.
- 14.4 The confidentiality obligation shall apply indefinitely also after the termination of the Agreement, regardless of the reason for termination.
- 14.5 This stipulation on confidentiality shall not apply to material, records, and information that (1) are known to the public, (2) with which the recipient is already familiar, (3) which have been passed on by any third parties without restrictions, (4) which have been developed separately, or (5) which have been disclosed pursuant to a legal requirement or a court order.

15. Control of outsourced activities

- 15.1 .legal undertakes to provide relevant authorities, the Customer and its auditors with all necessary information regarding the outsourced activities.
- 15.2 Relevant authorities, the Customer, the Customer's auditors and any other person designated by the Customer or relevant authorities will at any time without constraints be able to carry out supervisions, inspections and audits at .legal to monitor the outsourced activity and ensure compliance with all applicable regulatory and contractual requirements. This will also apply to representatives who act on behalf of the abovementioned if proper identification is presented.
- 15.3 The Customer, relevant authorities and any other person designated by the Customer or relevant authorities have, to the extent possible, full access to all relevant business premises, including all relevant units, systems, networks, information and data used to provide the outsourced process, service or activity, including relevant financial information, personnel and .legal external auditors.
- 15.4 Relevant authorities have the right to obtain information and exercise investigatory powers, cf. applicable legislation.
- 15.5 Relevant authorities may obtain information and exercise investigatory powers in connection with resolution planning.
- 15.6 No provision of the Agreement shall be interpreted to prevent or restrict the actual pursuit of the access rights and audit by the Customer, relevant authorities or any third party designated by the Customer to exercise those rights.

16. Responsibilities

- 16.1 Unless otherwise agreed, the Parties are responsible in accordance with the general rules of Danish law.
- 16.2 The Customer is fully responsible for its own and the User's compliance with all relevant legislation and security measures in connection with the implementation, use or any other use of the Services.
- 16.3 The Customer is also responsible for:
 - A. Fulfilment of all technical requirements for the use of the Services, including for browser versions as well as for network access;
 - B. the quality and completeness of data and other inputs required by the Customer to use the Services;
 - C. and any consequences of the Customer's changes, etc. pursuant to section five (6.5) regardless of whether .legal may have approved these.
- 16.4 .legal does not make any direct or indirect warranties, assurances, guarantees or claims about the use, usability, or suitability for the Customer and/or its Users and disclaims any responsibility regarding this.
- 16.5 .legal is solely responsible for its products and services. .legal assumes no responsibility for matters related to any agreement between the Customer and one of .legal's partners or third party products and services. .legal is therefore responsible for its own sub-processors in connection with the provision of services to customers. However, .legal is not responsible for sub-processors chosen by the Customer.
- 16.6 .legal is not responsible for incorrect information provided by third parties, including data processors, or for third party actions or omissions in connection with the use of the Services as well as errors or omissions in reports, documentation or other products generated using the Services for any reason.

- 16.7 .legal is not responsible for errors or omissions, breakdowns, and malfunctions where this is not entirely due to conditions that .legal could and should address. .legal is thus not responsible for power outages, equipment failures, telecommunications- and internet connections, errors or omissions in third-party services or products and the like. .legal is, however, liable at any time where non-compliance with quality requirements, breakdowns or operational disruptions is due to .legal having acted deliberately or by serious offence.
- 16.8 .legal is not responsible for the disclosure of information to third parties as a result of unauthorized intrusion on the transmission link or errors in the data transmissions beyond the control of .legal.
- 16.9 The Parties are not liable for loss of revenue or profit, loss associated with lost or lack of access to data, the cost for data reconstruction except restore from backup, lost savings, increased internal costs, interest loss, consequential damages, or indirect loss.
- 16.10 .legal and the Customer's total liability under the Agreement, regardless of the reason and basis for this, may not exceed an amount corresponding to the remuneration paid by the Customer for use of the Services for the preceding 24 months.

17. Transfer of rights and obligations

- 17.1 .legal may at any time transfer its rights and obligations according to the Agreement to third parties without the Customer's consent, and without this entailing a breach of the Agreement, or otherwise triggering any kind of authorities for the Customer. .legal shall without undue delay after such transfer has been made inform the Customer of the transfer of the rights and obligations of .legal, including with information of the name and contact information on the party to which .legal's rights and obligations have been transferred.
- 17.2 The Customer may under the Agreement, by prior written notice to .legal, transfer rights or obligations to third parties without .legal's consent, as long as the Customer is not in default on payment to .legal.

18. References

- 18.1 .legal is not entitled to use the Customer as a reference for marketing purposes without the Customer's prior written permission.

19. Anti-corruption and bribery

- 19.1 .legal agrees in connection with the performance of its obligations under this Agreement to comply with all applicable Danish laws and regulations on anti-bribery and anti-corruption.

A. Not, directly or indirectly offer, give, request, accept or receive any bribes in the form of financial or other advantages, to encourage a person to perform their obligations, function or activities improperly or to award such person for having already done so. For the avoidance of doubt a person shall include any employee, officer, executive, owner, agent or representative ("Personnel") of the Customer, any foreign public officials or other third parties.

B. To inform the Customer immediately about all bribes or suspicions of bribery it becomes aware of;

C. Use its best endeavours to prevent bribes (including by adopting adequate policies and procedures);

D. Use all reasonable endeavours to ensure that .legal's Personnel and subcontractor used in the performance of .legal's obligations under the Agreement comply with the obligations set out in this clause.

- 19.2 The Customer reserves the right to verify compliance herewith through audit and .legal agrees to assist the Customer herewith.

19.3 For the avoidance of doubt, any breach of this clause shall constitute a material breach of the Agreement. In such case, or in case the Customer, has serious reason to believe that .legal has been in breach of its obligations hereunder, the Customer shall be entitled to terminate the Agreement with immediate effect without being in default.

20. Export control and sanctions laws and restrictions

20.1 For the purpose of this Clause 19: (a) "Export Control Laws" means all export control laws and regulations applicable for the party in question; (b) "Product" means the services, deliverables, goods, software, and/or other material performed, delivered, procured, or made available under this Agreement; and (c) "Sanctions" means economic, trade or financial sanctions laid down, administered or enforced by under the applicable law.

20.2 Each party shall comply with all present and future Sanctions and Export Control Laws applicable to such party or to the Products.

20.3 .legal represents and warrants that neither .legal nor any of .legal's employees, officers, directors, affiliates, direct or indirect shareholders nor any other person or entity having a direct or indirect ownership or controlling interest in them or .legal, are or risk becoming (i) a person targeted by Sanctions, including, but not limited to, persons designated on the UN Financial Sanctions Lists, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions; or (ii) directly or indirectly owned or controlled by any such person (each a "Sanctioned Person"). The Customer may terminate this Agreement with immediate effect in case of breach of the foregoing. .legal agrees, represents and warrants that it will notify the Customer in writing immediately, and the Customer may terminate this Agreement with immediate effect and may immediately suspend to perform its obligation, in whole or in part, in this Agreement, if .legal or any of .legal's employees, officers, directors, affiliates, direct or indirect shareholders or any other person or entity having a direct or indirect ownership or controlling interest in them or .legal, becomes or reasonably risks, becoming a Sanctioned Person or if .legal or they become directly or indirectly owned or controlled by one or more Sanctioned Persons.

20.4 .legal represents and warrants that .legal is not: (i) a Russian national, a natural person residing in Russia, or a legal person, entity or body established in Russia, or a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by any such person, entity or body (each a "Restricted Person"); or (ii) a natural or legal person, entity or body acting on behalf or at the direction of a Restricted Person.

20.5 .legal undertakes, at the request of the Customer, to provide the Customer with a declaration of the points (i) and (ii) of this clause and to prove the accuracy of such a declaration by providing documentation to the Customer. The Customer may terminate this Agreement with immediate effect and may immediately suspend to perform its obligation, in whole or in part, in this Agreement in case of breach of the foregoing.

21. Choice of law and jurisdiction

21.1 The agreement is subject to Danish law. Any dispute arising out of the Agreement shall be dealt with by the ordinary Danish courts.