

TERMS OF SERVICE

Applicable from 10 April 2025

1 THE AGREEMENT

- 1.1 We at .legal offer a suite of cloud-based Software-as-a-Service (SaaS) products and services related to Legal and Compliance Tech (the "Service" or "Services"), and by subscribing to any of our Services, you are entering into a subscription agreement (the "Agreement") between us, .legal A/S, VAT number DK40888888 (.legal), and you, the legal entity (the "Customer"). These Terms of Service (the "Terms"), including related terms and documents, govern the Agreement.
- 1.2 The Services are reserved for business use for companies, public authorities and other legal entities that are to use the Services for professional purposes. Thus, the Services cannot be acquired or used by private consumers.
- 1.3 As you are acting on behalf of a company or other legal entity, this indicates that you have the authority to bind such entity and its affiliates ("Affiliates") to these Terms; therefore, the terms "you" or "your" will refer to such entity and its Affiliates, which include: (a) any subsidiary of that entity; (b) any holding company of that entity at any given time; (c) any parent company of that entity; and (d) all direct and indirect subsidiaries of such holding company or parent company.
- 1.4 If you do not have the authority to enter into such an agreement, or if you disagree with the contents of the Agreement, you must not use nor authorise the use of the Services.

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 three (3) 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.
- 2.3 Generally, the latest version of the Terms available online is governing and shall prevail. However, any written agreement made outside of the Terms will take precedence in the event of conflict.
- 2.4 The Customer is required to inform .legal of their primary contact person and notify .legal of any subsequent changes.
- 2.5 If the email/phone number you have provided to us is not valid, or if you have otherwise provided us with the wrong information to contact you, the content of our updated Terms is still valid. Your continued use of our Service after the changes indicates that your Agreement with us includes the new changes and that you accept them.

3 THE SERVICES

- 3.1 The Customer's use of the Services shall be in accordance with the Agreement.
- 3.2 .legal makes the Services available to the Customer and its users ("Users") in the current and updated version as it is and exists.
- 3.3 .legal always strives for the best possible quality of the Services. For further information on **development** and quality assurance, see [Security](#).
- 3.4 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.
- 3.5 The Services do not include legal assistance.

4 FREE TRIALS

- 4.1 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 subscription ordered; or (3) termination of the trial by .legal in our sole discretion.
- 4.2 If you agree to a free trial period, you also agree to receive emails from us about optimising your use of our Service(s), including tips on using the specific Services. For further information, see [Privacy Policy](#).
- 4.3 Any data you enter into your trial Service(s), as well as any configurations or customisations made to a Service by or for you during your trial(s), will be permanently lost unless you purchase a subscription to the same Service(s), export the data before the end of the free trial period, or, if available, subscribe to a free plan.

5 TERMS OF USE

- 5.1 The Customer receives a non-exclusive, non-transferable, and limited right to use the Services.
- 5.2 The Customer is entitled to allow third parties, including Affiliates, to use the Services, as long as the Services are used for the Customer's purposes in accordance with the Agreement.
- 5.3 The right of use is conditional on the Customer's at all times adequate and timely payment of the remuneration agreed for the Services, along with the Customer's and its Users' compliance with the Agreement in general.
- 5.4 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.
- 5.5 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.
- 5.6 The Customer is not entitled to change or remove any declarations and/or remarks regarding copyright, trademarks or other rights contained in the Services.

- 5.7 .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.

6 DATA

- 6.1 The Customer owns, acquires and is free to dispose of its data, including data used in connection with or arising from the use of the Services ("Customer Data").
- 6.2 .legal is entitled to store, copy, modify, compile and – in a fair, reasonable and justifiable 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 statistical purposes.

7 SECURITY

- 7.1 .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](#).

8 OWNERSHIP

- 8.1 .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.

9 DEVELOPMENT, MAINTENANCE, OPERATION, AND SUPPORT

- 9.1 .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.
- 9.2 .legal or its subcontractors are managing the operation, maintenance, and support of the Services.
- 9.3 .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.
- 9.4 In the event of a need for assistance concerning the Services, the Customer may contact support as stated on .legal's website, see [Support](#).
- 9.5 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.

10 PROCESSING OF PERSONAL DATA

- 10.1 .legal is the data controller for its own collection and use of personal data in regards to the use of .legal. Therefore, .legal shall ensure that it has legal basis for its processing activities. All personal information is processed in accordance with .legal's [Privacy Policy](#).
- 10.2 We assess that we do not act as a data processor in relation to the Customer's use of our Services; rather, we operate as an independent service provider, with the Customer serving as the data controller for their own processing activities. You can read more about our data responsibility and processing roles here: [Is .legal a data processor?](#) However, we encourage the Customer to evaluate whether we act as a data processor in their situation.
- If deemed a data processor, we refer Customers within the EU/EEA to our [Data Processor Agreement](#), available on our website. Conversely, if the Customer is established outside the EU/EEA, we refer to our [Standard Contractual Clauses \(SCC\)](#).

11 DURATION AND TERMINATION

- 11.1 This Agreement takes effect upon commencement of the Service and lasts for the current month plus one additional month (the "Agreement Period").
- 11.2 The Agreement Period will automatically renew for successive one-month periods (each an "Extension Period") unless terminated by the Customer.
- 11.3 The Customer may terminate the Agreement with prior written notice to the end of the Agreement Period or the end of any Extension Period.
- 11.4 Notwithstanding the foregoing, .legal is at any time entitled to terminate the Agreement with at least six (6) months' written notice.
- 11.5 Termination of the Agreement does not affect other existing agreements between the Parties.
- 11.6 Upon termination of the Agreement, the Customer's access to the Services will cease upon expiration of the termination period (the "Termination Period").
- 11.7 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.
- 11.8 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.
- 11.9 If the Customer does not wish to extract their data independently, .legal will, upon the Customer's request, provide standard and fair termination assistance, including the readout of the Customer's data from the Services. This assistance may be subject to a just and reasonable fee. Delivery of Customer Data must be in a generally recognised format chosen by .legal.

12 PRICE AND PAYMENT

- 12.1 The Customer must pay the agreed fees for the use of the Services. The price depends on the chosen plan. All relevant information regarding features and pricing can be found on our [Pricing page](#).
- 12.2 All prices are listed in the chosen currency, either Danish Kroner (DKK) or Euro (EUR), and are exclusive of VAT and any applicable taxes.

- 12.3 Payments are due thirty (30) days from the invoice date.
- 12.4 If the Customer has prepaid remuneration for a period extending beyond the current Agreement Period or any Extension Period, and the Agreement is terminated in accordance with its Terms, the Customer is entitled to a refund of the proportional part of the prepaid remuneration corresponding to the period after the termination of the Agreement.
- 12.5 If the Customer does not make adequate payment on time, .legal is entitled to an interest in accordance with the rules of Interest Act on undisputed invoices.
- 12.6 If adequate payment has not been received by .legal any later than fourteen (14) business days after .legal submits a claim to this effect, the Customer is considered to be in fundamental breach.
- 12.7 The OUR cost allocation method is used. Therefore, if any fees (e.g., bank fees) arise in relation to the payment for a Service from .legal, the cost of such fees shall be borne by the Customer.

13 CONFIDENTIALITY

- 13.1 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.
- 13.2 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 6 ('DATA').
- 13.3 .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.
- 13.4 The confidentiality obligation shall apply indefinitely, also after the termination of the Agreement, regardless of the reason for termination.
- 13.5 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.

14 CONTROL OF OUTSOURCED ACTIVITIES

- 14.1 .legal undertakes to provide relevant authorities, the Customer and its auditors with all necessary information regarding the outsourced activities.
- 14.2 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.

14.3 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 outsources process, service or activity, including relevant financial information, personnel and .legal external auditors.

14.4 Relevant authorities have the right to obtain information and exercise investigatory powers, cf. applicable legislation.

14.5 Relevant authorities may obtain information and exercise investigatory powers in connection with resolution planning.

14.6 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.

15 RESPONSIBILITIES

15.1 Unless otherwise agreed, the Parties are responsible in accordance with the general rules of Danish law.

15.2 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.

15.3 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, and;

C. any consequences of the Customer's changes, etc. pursuant to section 5.6 (regarding change of declarations and/or remarks), regardless of whether .legal may have approved these.

15.4 .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.

15.5 .legal is solely responsible for its own Services as well as its own sub-contractors. .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.

15.6 .legal is not responsible for incorrect information provided by third parties, including data processors, or for third party actions or omissions (excluding .legal sub-processors) 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.

15.7 .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.

15.8 .legal is not responsible for the disclosure of information to third parties as a result of unauthorised intrusion on the transmission link or errors in the data transmissions beyond the control of .legal.

15.9 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.

15.10 .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 or payable by the Customer for use of the Services for the preceding 24 months.

16 TRANSFER OF RIGHTS AND OBLIGATIONS

16.1 .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.

16.2 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.

17 REFERENCES

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

18 ETHICAL GUIDELINES

18.1 We are committed to upholding the highest standards of integrity and ethical behaviour possible in all our operations. If you would like to know more, you can read our [Code of Conduct](#), which encompasses our policies on various topics such as anti-corruption and bribery as well as export control, sanctions laws and restrictions.

19 CHOICE OF LAW AND JURISDICTION

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