

## Terms of Service

Last updated: 14 February 2022

Welcome to Legalsense Technologies Pvt. Ltd. (“**Amikus AI**” or “**Company**”). The terms and conditions (“**Terms**”) set forth below govern all use of the Company’s web pages located at <https://www.amikus.ai/> (“**Website**”) and services provided on the said web pages (“**Service**” or “**Services**”). All individuals and entities that use the Service and/or create an account with Amikus AI to use the Service are individually referred to as “**Customer.**”

Our Privacy Policy located at <https://www.amikus.ai/privacy> also governs the Customer’s use of our Service and explains how we collect, safeguard, and disclose information that results from the Customer’s use of our Service. The Customer acknowledges that they have read both the Terms and Privacy Policy (collecting, “**Agreements**”) and agrees to be bound by them. If the Customer does not agree with (or cannot comply with) the Agreements, then the Customer may not use the Service.

### **SERVICE**

Service means Amikus AI’s Website available at <https://amikus.ai/> and includes access to the: (i) contracts developed under the Amikus SuperDraft service; (ii) contract review functionality provided under the Amikus ProReview service; (iii) contract analysis functionality provided under the Amikus Redline service; (iv) services that may be developed and offered by Amikus AI to Customers in the future; (v) content uploaded on the Website’s blog and clause library; and, (v) any updates, fixes, or enhancements to any of the above. The Service may not be used by Customers that are in direct competition with Amikus AI for any purpose.

### **PURCHASES**

If the Customer wishes to purchase any Service (“**Purchase**”), the Customer may be asked to supply certain information relevant to the Purchase. The Customer represents and warrants that: (i) they have the legal right to use any information provided to Amikus AI in connection with any Purchase; and, (ii) the information supplied to us is true, correct and complete.

We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting information, the Customer grants us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel the Customer’s Purchase at any time for reasons including but not limited to service availability, errors in the description or price of the product or service, or error in the order itself. We also reserve the right to refuse or cancel the Purchase if fraud or an unauthorized or illegal transaction is suspected.

### **AMIKUS AI IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL ADVICE**

The Customer agrees that:

- The Company is not a law firm or an attorney, the Website may not perform services performed by an attorney, and the forms or templates located on the Website are not a substitute for the advice or services of an attorney.
- The Company provides a platform for information and self-help. The information provided by the Company along with the content on our Website related to legal matters does not constitute legal advice. We do not review any information that the Customer provides us for legal accuracy or sufficiency, provide opinions about the Customer's selection of forms, or apply the law to the facts of the Customer's situation.
- If the Customer needs legal advice for a specific problem, they should consult with a licensed attorney in their area. As the Company is not a law firm, there is no attorney-client relationship or privilege between the Customer and the Company.

## **FEE**

The Customer agrees to pay any fees for each Service that the Customer purchases or uses in accordance with the pricing and payment terms presented to them for that Service. Where applicable, the Customer will be billed using the billing method they select. If the Customer has elected to pay the fees by credit card, they represent and warrant that the credit card information they provide is correct and they will promptly notify the Company of any changes to such information. The fees paid may be refundable at the sole discretion of the Company. Amikus AI reserves the right to change its prices at any time by posting them on the Website.

The total amount of the Purchase, including all taxes, is indicated before the final confirmation of the Purchase order. The payment of the full price must be made at the time of completing the Purchase.

## **PROHIBITED USES**

The Customer may use Service only for lawful purposes and in accordance with Terms. The Customer agrees not to use Service:

- in any way that violates any applicable national or international law or regulation.
- for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- to transmit, or procure the sending of, any advertising or promotional material, including any junk mail, chain letter, spam, or any other similar solicitation.
- to impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.
- in any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend the Company or users of Service or expose them to liability.

Additionally, the Customer agrees not to:

- use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service.
- use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose.
- use any device, software, or routine that interferes with the proper working of the Service.
- introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service or the server on which the Service is stored.
- attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- take any action that may damage or falsify the Company rating.
- otherwise attempt to interfere with the proper working of the Service.

## **NO USE BY MINORS**

The Service is intended only for access and use by individuals who are at least 18 (eighteen) years old. By accessing or using any of the Services, the Customer warrants and represent that they are at least 18 (eighteen) years of age with the full authority, right, and capacity to enter into this Agreement and abide by all of the terms and conditions of the Terms.

## **ACCOUNTS**

When the Customer creates an account with us, they guarantee that the information they are providing is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of the Service to the Customer.

The Customer is responsible for maintaining the confidentiality of their account and password, including but not limited to the restriction of access to their computer and/or account. The Customer agrees to accept responsibility for any and all activities or actions that occur under their account and/or password, whether their password is with our Service or a third-party service. The Customer must notify us immediately upon becoming aware of any breach of security or unauthorized use of their account.

The Customer may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than them, without appropriate authorization. The Customer may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## **INTELLECTUAL PROPERTY**

The Service and its original content (excluding content provided by the Customers), features and functionality are and will remain the exclusive property of Amikus AI and its licensors. The Service is

protected by copyright, trade mark, and other laws of India. Our trade marks may not be used in connection with any product or service without our prior written consent.

## **ERROR REPORTING AND FEEDBACK**

The Customer may share feedback, suggestions, and other information (collectively, “**Feedback**”) with us directly by writing to [hello@amikus.ai](mailto:hello@amikus.ai). The Customer acknowledges and agrees that: (i) they shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) the Company may have developed ideas similar to the Feedback; (iii) the Feedback does not contain confidential information or proprietary information from the Customer or any third party; and, (iv) the Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, the Customer grants the Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

## **LINKS TO OTHER WEBSITES**

Our Service may contain links to third party web sites or services that are not owned or controlled by Amikus AI. We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

The Customer acknowledges and agrees that Amikus AI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services. We strongly advise the Customer to read the terms of service and privacy policies of any third-party web sites or services that they visit.

## **DISCLAIMER OF WARRANTY**

These Services are provided by the Company on an “as is” and “as available” basis. The Company makes no representations or warranties of any kind, express or implied, as to the operation of the Services or the information, content or materials included therein. The Customer expressly agrees that their use of the Services is at their sole risk. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Services. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Services, content, or any services or items obtained through the Services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Services or the server that makes it available are free of viruses or other harmful components or that the Services or any services or items obtained through the Services will otherwise meet the Customer’s needs or expectations.

The Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

## **LIMITATION OF LIABILITY**

Except as prohibited by law, if there is liability found on the part of the Company, it will be limited to the amount paid for the products and/or Services, and under no circumstances will there be consequential or punitive damages.

## **TERMINATION**

We may terminate or suspend the Customer's account and bar access to the Service immediately, without prior notice or liability, at our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If the Customer wishes to terminate their account, they may simply discontinue using the Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

## **GOVERNING LAW**

These Terms shall be governed and construed in accordance with the laws of India. The courts at Bengaluru, Karnataka, shall have exclusive jurisdiction over disputes arising out of this Agreement.

## **COMMUNICATIONS**

By creating an Account on our Service, the Customer agrees to subscribe to newsletters, marketing, and promotional materials and other information we may send. However, the Customer may opt out of receiving these communications from us by using the unsubscribe link on such communication or by emailing at [hello@amikus.ai](mailto:hello@amikus.ai).

## **CHANGES TO SERVICE**

We reserve the right to withdraw or amend our Service, and any service or material we provide via the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period.

## **AMENDMENTS TO TERMS**

We may amend the Terms at any time by posting the amended terms on this page. It is the Customer's responsibility to review these Terms periodically.

The Customer's continued use of the Website following the posting of revised Terms means that they accept and agree to the changes. The Customer is expected to check this page frequently so they are aware of any changes, as the Terms are binding on them.

## **WAIVER AND SEVERABILITY**

No waiver by the Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure

of the Company to enforce any right or provision of these Terms will not be considered a waiver of those rights.

If any provision of the Terms is held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. These Terms constitute the entire agreement between the Customer and us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

#### **ACKNOWLEDGEMENT**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ THESE TERMS AND AGREE TO BE BOUND BY THEM.