

Schedule 4.1 – General terms and conditions

1.1 INTRODUCTION

- 1.2 Juristic ApS, Ny Østergade 3, 5., 1101 København K, CVR-nr. 42 35 36 39 ("the **Provider**") provides a service ("**Juirstic**") which enables
- a) carry out organised searches in Danish and international business registers;
 - b) draw, compile or otherwise structure information on transactions, events, companies, persons and other data;
 - c) assist professional counsel in more rapidly analyzing issues and preparing legal reports and memoranda, including through the use of proprietary paradigm techniques, real-time input, machine learning, and other artificial/collective intelligence; and
 - d) prepare and otherwise structure facts and case material, including relating to persons, documents, etc., in a clear timeline.
- 1.3 Juristic may only be used by professionals with a legal background, as Juristic is a tool to help. Juristic is therefore not a substitute for legal advice and review.
- 1.4 These Terms of Use, License and Subscription (the "**Terms**") govern the use of Juristic.
- 1.5 The terms are accepted by everyone at first login/registration and are available at any time on terms.juristic.io in the latest version.

2 ACCESS TO JURISTIC

- 2.1 Access to Juristic requires the registration of a user account and access to supported devices. Some of Juristic's features require a subscription.
- 2.2 The person accessing Juristic is referred to in these Terms as the "**User**".
- 2.3 The person indicated as paying for access to Juristic is referred to in these Terms as the "**Customer**" or "**User**", regardless of whether the Customer or User has access only to a free version of Juristic.
- 2.4 The user is always a natural person.
- 2.5 The customer can be a natural or legal person or a public organisation.

- 2.6 Each User and Customer must accept these Terms before Juristic can be used.
- 2.7 Juristic can be offered in both a free and one or more paid versions.
- 2.8 Which version the User has access to depends on the User's subscription type.
- 2.9 All access to Juristic is via the Internet using the User's own supported device. It is the sole responsibility of the User to ensure that the User has the necessary internet access.
- 2.10 It is also the User's responsibility to ensure that the User has the necessary utilities legally installed on the supported devices.
- 2.11 A User's access (login information) is strictly personal and may not be transferred to or used by others.
- 2.12 If the Provider discovers that someone other than the User has used the User's login information, the Provider is entitled, without notice, to block the User's access to Juristic.
- 2.13 If Customer has purchased a subscription to Juristic, which entitles Customer to have a certain number of concurrent Users, Customer is responsible for the creation and termination of the Users. The Customer may create an unlimited number of Users, but the maximum number of simultaneous Users for which the Customer has purchased a subscription may not be exceeded at any time.
- 2.14 Access to Juristic is available 24 hours a day, but the Provider's availability guarantee only applies to access on weekdays between 08.00 and 21.00.
- 2.15 The Provider guarantees to strive for Juristic to be available every weekday between 08:00 and 21:00. Availability means that Juristic can be accessed from the Internet and that Juristic's functionality is essentially working.
- 2.16 The Provider guarantees that, except for absolutely urgent update and maintenance work, no service will be carried out on Juristic on weekdays between 08.00 and 21.00.
- 2.17 The Provider shall not be liable for downtime caused by the Provider's supplier's downtime, regardless of the cause.

3 THE USE OF JURISTIC

- 3.1 The Customer and/or User has the right to use Juristic for internal use only.

- 3.2 Internal Use means that a User may use Juristic's functions for use by the Customer, including for the preparation of reports, notes, charts, compilations, timelines or the like (the "Document" or "**Documents**"). If Customer is engaged in a professional legal or financial advisory business, Internal Use includes the sale of the Documents to Customer's direct clients ("**Customer's Client**") for Customer's Client's Internal Use.
- 3.3 The Documents are built on content created automatically by Juristic's functions, as well as content added to Juristic by the User themselves. Content is understood to mean, for example, template texts or texts for real-time input (collectively referred to as "**Content**").
- 3.4 Composition and delivery of Content through Juristic is based on functions in Juristic, whereby the User can create/program logic to compose and deliver Content ("Logic" or "Logic"). In addition to the Logic programmed by the User, Juristic provides existing Logic that can assemble and deliver Content to the User automatically.
- 3.5 Internal use by the Customer means that the Customer is the originator of the Documents produced by Juristic, or that the Documents are only used internally by the Customer.
- 3.6 Provider is not responsible for the Logic and Content that Juristic provides to the Customer and/or User, see also section 4.3, or Logic and Content that the Customer and/or User adds to Juristic, regardless of how it is used. This also includes the compilation of Content, regardless of origin. The use of Juristic is at the Customer's risk and at the Customer's sole responsibility.
- 3.7 The Customer must therefore ensure that the User strictly carries out the following measures when producing each Document:
- 3.8 make a legal assessment of whether the Content used is appropriate in the particular situation, including whether it is up-to-date and in compliance with applicable law;
- 3.9 make the correct legal choices within the framework set by Juristic;
- 3.10 enter correct information (or ensure that the Customer's customer does so, if that functionality can be used);
- 3.11 read thorough and careful proofreading and review of the finished Document before it is put into use; and
- 3.12 do not apply the Documents without making an independent legal assessment of the specific circumstances and issues.

- 3.13 If the Customer asserts a claim against the Provider, the Customer must be able to demonstrate that the requirements of point 3.6 are met.
- 3.14 The Customer and/or the User alone are responsible for ensuring that the finished Document constitutes a correct fulfillment of the advisory task which the Customer has undertaken to fulfill by using the Document.
- 4 MAINTENANCE ETC. OF JURISTIC, DOCUMENT COLLECTION AND STORAGE**
- 4.1 The Provider does not warrant that any particular feature, Logic and/or Content has been or will be added to Juristic. This also includes certain language variants.
- 4.2 The Provider may, with 7 days' notice, take down or disable access to features or Content not added by the Customer and/or User.
- 4.3 The Customer and/or User agree that any Logic or Content not added to Juristic by the Customer and/or User shall be deemed to be indicative only. The same applies to Documents not created on the basis of this Logic or Content. If the User does not agree with this Logic or Content, User may (1) not use the Logic or Content, or (2) use the functionality of Juristic or other software that allows for personalized and individual changes to the Content and Documents.
- 4.4 The Provider is obliged to maintain the functionality of Juristic on an ongoing basis.
- 4.5 The Provider is solely obliged to ensure that Juristic is backward compatible with the latest up to 2 versions of browser and operating systems.
- 4.6 The Provider shall update the functionality of the Juristic on an ongoing basis at the Provider's sole discretion but with due consideration to the Customer's requests for new and/or modified functionality.
- 4.7 The Provider shall correct any inaccuracies and errors in Juristic that come to the Provider's attention. Error correction shall take place in connection with the continuous update.
- 4.8 However, updates to Juristic that the Provider expects to have a material adverse effect on the user experience and/or user functionality must be notified to the Customer with at least 1 month's notice.
- 4.9 If the Customer does not accept the update, as set out in para. 4.8, the Customer may terminate its subscription with 14 days notice before the update takes effect.
- 4.10 The Provider shall not normally update Juristic on weekdays between 08:00 and 21:00, cf. 2.16.
- 4.11 However, this does not include updates made for imperative security reasons.
- 4.12 Integrations to Juristic are offered by the Provider as a service to the Customer.
- 4.13 The Provider is free to remove integrations to Juristic, unless the integration is covered by separate subscriptions. In this case, the termination of an integration is subject to a notice period as set out in 4.8.
- 4.14 It is the Customer's own obligation legally to acquire the necessary subscriptions, licenses, etc., necessary to make use of the integrations provided by Juristic.
- 4.15 Juristic assumes no responsibility for the usability of the integrations, as this depends on the provider to which the integration is made.
- 5 STORAGE AND SECURITY**
- 5.1 Juristic is built in accordance with known security standards. The Customer can obtain more information about Juristic's security upon request, including information about the security level of Juristic's suppliers.
- 5.2 Juristic only uses suppliers that provide a high level of security.
- 5.3 In Juristic, the Customer may choose to keep the Documents and the information on which they are based. It is the Customer's responsibility to assess whether the storage is secure enough to comply with the Customer's confidentiality obligations.
- 5.4 Unless the Customer has purchased a separate backup, the Provider shall not make a separate backup of the Customer's stored data that can be used to restore lost information, Content or the Documents.
- 5.5 The Provider shall continuously scan Juristic with recognised tools, inter alia, to secure Juristic against malware. This does not exempt the Customer from carrying out the scans relevant to the Customer itself before the Documents, data or other files are imported into the Customer's or the Customer's Customer's IT environment.
- 5.6 If the Provider offers different security levels and/or functionality, it is up to the Customer to choose the security level that best suits the Customer's circumstances.
- 5.7 Customer is solely responsible for the use of Customer's User login information, including that use is from properly secured devices.
- 5.8 The parties shall observe confidentiality for matters that are not generally recognised. This applies in particular to the Customer's data about its customers/clients, trade secrets, etc. The Customer must observe confidentiality regarding Juristic's functionality, prices, etc. If a non-disclosure agreement ("NDA") has been entered into prior to the conclusion of an Agreement, this NDA will lapse upon the conclusion of the Agreement.
- 6 RIGHTS**
- 6.1 In the invited relationship with the Customer and/or the User, all rights belong to the Provider. However, all rights, including copyright, to Content added by the User to Juristic, belong to the Customer and/or the User, subject to section 10.
- 6.2 The Provider warrants to the Customer and/or the User that the Provider has the necessary rights to perform its obligations under these Terms.
- 6.3 The Customer and/or the User are entitled to use Juristic and the Documents only to the extent that such use is expressly permitted by these Terms.
- 6.4 There is no geographical restriction on where the Documents may be used by the Customer and/or the Customer's customer.
- 6.5 The Provider is entitled, but not obliged, to apply technical measures to ensure compliance with these conditions, including ensuring that the limits on any use of the Documents are complied with. The Provider is also entitled to insert watermarks or other special features in the Documents which make them recognisable as Juristic-produced. This is regardless of whether the Customer has paid to have the Customer's or the Customer's Customer's logo or other distinguishing marks placed on the Documents.
- 7 SUBSCRIPTION, CHANGE OF CONDITIONS AND PRICE REGULATION**
- 7.1 All access to Juristic requires that the Customer has entered into a subscription agreement with the Provider.
- 7.2 The content of the different subscription types and their prices can be found at www.juristic.io.
- 7.3 A subscription runs for the agreed period ("**Subscription Period**"), after which it is automatically renewed. If the Customer does not wish to renew their subscription or if the Customer wishes to change their subscription, the termination or changes

	must be made at the latest before the end of the Subscription Period.	8.3	Customer acknowledges and agrees that Provider does not offer or provide any advice to Customer in connection with the selection, completion, use or addition of Logic and/or Content, etc., in Juristic.		in addition to the any terms of service, privacy policies, or separate policy terms, which have been provided separately to the Customer.
7.4	For subscription contracts with a duration of more than 12 months, termination or changes must be made at least 3 months before the end of the agreed subscription period. Thus, the Customer cannot make reductions in the scope of their subscription during the Subscription Period if a subscription agreement of more than 12 months has been concluded.	8.4	The Customer therefore accepts that the Provider cannot be held liable as an adviser, including being responsible for the Logic, Content and/or Documents being legally correct or applicable for the purpose for which the Customer/Buyer wishes to use the Documents.	9.2	Both parties must comply with the Regulation and relevant data protection legislation.
7.5	A subscription contract is usually renewed automatically. It is therefore the Customer's own responsibility to terminate or amend in good time if the Customer does not wish to renew their subscription or wishes to amend it.	8.5	The Provider shall not be liable for any unavailability of Juristic.	9.3	The customer is responsible for ensuring that the processing of personal data is carried out in accordance with the Regulation, including that there is a legal basis for the processing that Juristic ApS is instructed to carry out.
7.6	The Provider is entitled to increase the price of the Customer's subscription agreement with a minimum notice of 4 months to take effect at the beginning of a new Subscription Period, unless otherwise agreed.	8.6	The Provider can only be held liable for errors in the Documents that can be attributed to a programming error or failure to comply with section 9.	9.4	All processing of the Customer's personal data is carried out in accordance with the Customer's documented instructions. The documented instruction consists partly of the Conditions, so that the Provider can carry out such processing of the Customer's personal data as is necessary to deliver the Documents that the Customer creates using Juristic (the purpose of the processing), and partly of the subsequent separate documented instructions that the Customer may give to the Provider.
7.7	If the Provider offers a free subscription, the Provider may change or terminate this type of subscription at any time with 3 months' notice.	8.7	The liability of the provider according to section 8.6 shall only cover direct losses incurred by the Customer as a result of programming errors.	9.5	If the Provider is of the opinion that the Conditions or a separate instruction do not cover the Provider's processing of the Customer's personal data, or that an instruction from the Customer would be in breach of the Regulation or other relevant data protection legislation, the Provider shall notify the Customer without delay. If the Customer maintains that the Instruction complies with applicable data protection law, the Provider may carry out the Instruction without incurring any liability to the Customer. The Customer shall indemnify the Provider against any claims from third parties arising from the instruction carried out.
7.8	If a paid subscription is terminated, the Provider will automatically change the subscription to a free subscription, if one is offered. If the Customer does not want a free subscription, the Customer must actively close his access to Juristic.	8.8	Responsibility of the provider according to section 8.6 shall be limited for the duration of the subscription to the higher of <i>either</i> the Customer's payments to the Provider in the 12 months prior to the claim or DKK 50,000.		
7.9	The Provider is entitled to change the Terms with a minimum of 4 months notice to take effect at the beginning of a new Subscription Period.	8.9	In the case of gross negligence, the limitation of the Provider's liability shall not apply.		
7.10	The Provider may only change the content of a paid subscription type with a minimum notice of 4 months to take effect at the start of a new Subscription Period.	8.10	The Customer acknowledges that the price of the Customer's subscription reflects the limitation of the Provider's liability, including the amount limitation, and that the limitation of liability is therefore reasonable.		
7.11	The provider has the right to include new content in a separate new supplementary subscription. The same applies to new functionalities that were not present in Juristic when the Customer purchased the first subscription.	8.11	The Customer shall indemnify the Provider against all claims brought against the Provider as a result of the Customer's use of Juristic, including the Customer's use of the Logic, Content and/or Documents created through the use of Juristic.	9.6	Both parties shall continuously implement appropriate technical and organisational measures that meet the requirements of Article 32 of the Regulation to ensure the protection of the rights of data subjects. The Provider shall also, and at the request of the Customer, assist the Customer in accordance with Article 32 of the Regulation by, inter alia, providing the Customer with sufficient information to enable the Customer to demonstrate that the Customer complies with the requirements of applicable data protection law, including that the technical and organisational security measures referred to above are in place. The Provider shall also ensure that the persons authorised to process personal data have committed themselves to confidentiality or are subject to an appropriate legal obligation of confidentiality and that this can be demonstrated to the Customer.
8	LIABILITY AND DAMAGES	9	PROCESSING OF PERSONAL DATA		
8.1	The Customer understands and accepts that Juristic is an auxiliary/support tool that cannot substitute legal skills and professional advice.	9.1	If, in the course of providing its services under the Terms, the Provider is required to process personal data on behalf of the Customer that includes special categories of personal data within the meaning of Article 9 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the " Regulation "), the parties shall enter into a separate data processing agreement. If the parties do not enter into a separate data processing agreement, the following shall apply to the Provider's processing of the Customer's personal data,	9.7	The Provider shall comply with the conditions referred to in Article 28(2) and (4) of the Regulation in order to make use of another data processor (" Sub-processor " or " Sub-processor ").
8.2	The Customer is solely responsible for ensuring that the Users who use Juristic on behalf of the Customer are qualified to do so, including to perform the tasks referred to in section 3.4 mentioned measures.				

- 9.8 The Provider has the Customer's general approval to use sub-processors subject to the Provider giving the Customer at least 60 days' notice of any planned change concerning addition or replacement before the change takes effect, so that the Customer can object to the change. If the Provider does not receive objections from the Customer within 30 days of receiving notification thereof, the Provider shall be entitled to implement the change. The Provider shall ensure that the Sub-processor complies with the requirements of Article 28 of the Regulation and undertakes to enter into a Sub-processor Agreement with the Sub-processor in question, imposing at least the same obligations as the Provider has assumed in the Conditions. The Provider shall otherwise be responsible - to the Customer - for the performance by the Sub-processor of its obligations under personal data law.
- 9.9 If possible, the Provider shall include in the sub-processor agreement the Customer as a beneficiary third party in the event of the Provider's bankruptcy, so that the Customer can succeed to the Provider's rights and enforce them against the sub-processor(s).
- 9.10 The Provider shall not transfer the Customer's personal data to countries outside the EU/EEA without the Customer's prior written consent. Upon the Customer's acceptance of the Terms, the Provider will use a variety of subcontractors to provide access to Juristic. An updated list can always be found at <https://support.juristic.io> (specifically, <https://support.juristic.io/en/article/data-and-sub-processors-4clm6r/>).
- 9.11 The Provider shall, as far as possible and taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures in fulfilling the Customer's obligation to respond to requests to exercise the rights of data subjects as laid down in Chapter III of the GDPR. The assistance of the Provider shall be provided on a timely basis.
- 9.12 The Provider shall also assist the Customer in ensuring compliance with the obligations under Articles 32 to 36 of the Regulation, taking into account the nature of the processing and the information available to the Provider.
- 9.13 The Provider shall make available to the Customer all information necessary to demonstrate compliance with the requirements of Article 28 of the Regulation and shall allow and contribute to audits, including inspections, carried out by the Customer or another auditor authorised by the Customer.
- 9.14 The Provider shall comply with Article 33 of the Regulation and notify the Customer without undue delay after becoming aware that a personal data breach has occurred. If possible, the processor

shall notify the customer within 48 hours of the customer becoming aware of the breach. The notification shall contain at least the notification requirements referred to in Article 33(3)(a), (c) and (d). These obligations shall apply irrespective of whether the Provider is responsible for the personal data breach. Where the Provider or its Sub-processor(s) is not responsible for the breach, the Provider shall provide assistance on a timely basis.

- 9.15 It is the Customer's own responsibility to instruct the Provider on any deletion of the Customer's personal data stored in Juristic, if the Customer requires the Provider's assistance.
- 9.16 All matters relating to default, liability and compensation are governed by point 8 of these conditions.
- 9.17 Both parties shall keep the list of processing operations referred to in Article 30 of the Regulation. If there are changes in the categories of personal data or categories of data subjects processed by the Provider for the Customer, the Customer shall notify the Provider without delay in the following format:

TYPES OF PERSONAL DATA	CATEGORIES OF REGISTRANTS
Name:	Employees/Users:
Address:	
Working title:	
E-mail:	
Phone no.:	

10 THE USE OF DATA AND INFORMATION ABOUT THE CUSTOMER BY THE PROVIDER

- 10.1 The Provider is entitled to use all data, including from Logic, Content or Documents, resulting from Customer's use of Juristic, to offer certain features and services to Customer and/or User, to improve Juristic and to develop new features and services.
- 10.2 The Provider is also entitled to use this data to produce Content and Logic for Juristic that may be relevant to the Customer, the User and/or third parties. The Provider is only entitled to use such data in Juristic's functions to the extent that it can both automatically become and is anonymised when used. This right of use shall not cease if Customer's access to Juristic is terminated.

- 10.3 The Customer may, by giving notice to the Provider immediately, limit the right under section 10.2 to system generated data or information only, including the scope, use and times of the Customer's use of Juristic - and thus not personal data - from the time of the notice. In such cases, this may result in the inability to use certain of Juristic's functions.

- 10.4 The Provider shall be entitled to include the Customer in its reference list and to use the Customer as a reference, including on its website, in newsletters and other marketing material, with fair mention of the Customer's name and logo.

11 Disputes

- 11.1 Any dispute arising between the parties, including the Customer and/or the User and the Provider, shall be governed by Danish law.
- 11.2 Any dispute in connection with an Agreement or these Terms and Conditions shall be resolved by mediation on Disputes.com in accordance with Disputes' mediation rules. Each party is entitled to create a mediation case on Disputes.com. If the dispute is not resolved through mediation, each party shall be entitled to demand that the dispute be settled by arbitration on Disputes.com in accordance with Disputes' rules for ordinary arbitration and in accordance with the provision below.
- 11.3 Any dispute between the parties in connection with an Agreement or these Terms shall be settled by sole-judge arbitration on Disputes.com in accordance with Disputes' rules for general arbitration. Alternatively, if the parties agree, the dispute may be resolved by the ordinary Danish courts.