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Terms of Service LexRing

Thanks for joining LexRing!

Welcome to LexRing, and thank you for choosing us! Our Terms of Service, alongside any referenced and incorporated terms and policies, updated as needed ("Terms"), establish a binding agreement from the Effective Date. These Terms oversee your access to, use of, and registration for: (i) www.LexRing.com and any associated sites we own or operate ("Sites"); (ii) the services provided by LexRing through the Sites, cloud, and/or any other means ("Services"); and (iii) additional services offered by LexRing in connection with the primary Services ("Additional Services"). These Terms are an agreement between LexRing spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, located at 18 Twarda Street, Spektrum Tower 19 floor, 00-105 Warsaw, Poland, ("LexRing," "us," "our") and you – either as an individual or representing your employer or another entity ("you," "your"). LexRing may engage its affiliates and third-party service providers for payment processing and collection. If you represent your employer or another entity, you affirm you're authorized to bind them to these Terms and accept these Terms on their behalf, thus binding them accordingly.

Should you be acting on behalf of your employer or any other entity, by using our Services you confirm that: (i) you possess the necessary legal authority to commit your employer or the entity to these Terms; and (ii) having fully read and understood these Terms, you consent to them on your employer's or entity's behalf, making these Terms binding upon them. It's important to note that you're considered an authorized representative for your employer or the entity in question if: (i) you utilize an email address belonging to your employer or the entity for service registration, or (ii) you hold an Admin status within the meaning of the clause 2.1.

As detailed in the following section, our Services cater to a variety of user types. Therefore, unless specified otherwise, references to "you" include all customer categories and user types engaging with our platform. Your acknowledgment of these Terms as binding, and your manifestation of consent to them, is indicated by either: (i) actively accepting these Terms through a clickable action, such as pressing a button or marking a checkbox, or (ii) by registering for, using, or accessing our Services, Additional Services, websites, with the earliest of these actions marking the "Effective Date" of your agreement.

If you disagree with these Terms, cannot abide by them, or lack the authority to commit your employer or any other entity, please refrain from accepting these Terms, or accessing and using our Services or websites.

1. Our Services.

1.1. Our Services: LexRing delivers a comprehensive suite of cloud-based services, including but not limited to our platforms, products and web applications, and tools. This broad spectrum of services also encompasses any related upgrades, auxiliary, or supplementary products and services provided by LexRing, accessible online, collectively termed as "Services."

1.2. Adjustments to Services: We reserve the right to introduce new features, alter existing ones, or cease any aspect of our Services and/or Websites at our discretion and without prior notification. However, should we implement a significant change that negatively impacts the primary functionality of our Services, we will inform you through an announcement on our Websites, within the Services themselves, or by sending you an email.

1.3. Future Releases and Enhancements Acknowledgment: You recognize that your acquisition of our Services or any Third Party Services outlined herein is not dependent on the promise or delivery of any future updates, functionalities, or services. This includes but is not limited to: (i) the continuation of specific Services or Additional Services past the current subscription period; (ii) the provision of Third Party Services; or (iii) any forward-looking statements we may make, whether spoken or in writing, about potential features or services.

1.4. Ability to Accept Terms. If you access and use the Sites and/or the Services, you represent and warrant that you are at least eighteen (18) years old. The Sites and/or Services are only intended for individuals aged eighteen (18) years or older. We reserve the right to request proof of age at any stage so that we can verify compliance with this paragraph.

1.5. Premium Support and Guaranteed Service Availability: If you have opted for a qualifying level subscription, you are granted access to advanced support services and a guarantee of service availability for the Services, as outlined in our Service Level Agreement (SLA). This SLA may be revised periodically to reflect current standards and practices.

1.6. Terms for Specific Services: Certain Services may come with their own set of terms, relevant to the specific service, feature, or functionality as indicated within the service upon activation, or as outlined in the Specific Services Terms available. By accessing, activating, using, or purchasing any Services governed by such Specific Services Terms, you acknowledge and agree that these terms are binding and will govern your use of those Services.

1.7. Provision of Additional Services: You are eligible to acquire or may be provided with supplementary services ("Additional Services"), which are governed and detailed in the Additional Services Terms. The Additional Services Terms are subject to updates and modifications over time. It is important to note that the Additional Services Terms may introduce terms that differ from those presented hereto.

2. Account Registration and Administration.

2.1 Account Creation. To commence utilizing the Services, you are required to establish an account ("Account"). Upon creating an Account and registering to access the Services, you, whether as an individual or on behalf of your employer or any entity on whose behalf you're establishing the Account, will be recognized as a client of LexRing ("Client"). The initial user who sets up the Account will automatically receive the designation of Account administrator ("Admin"). For more insights on the role of an Admin, refer to Section 2.4.

2.2 Registration Details. When initiating an Account or upon being included in an existing Account, hence forming your user profile ("Profile"), you agree to: (i) furnish us with accurate, complete, and current information; (ii) maintain the secrecy and security of your password; (iii) accept sole responsibility for all operations conducted under your Account, Profile, and password, which encompasses any interactions with third-party products or services in relation to the Services; and (iv) promptly inform us in writing upon discovery of any unauthorized access to or use of your Account or Profile, or any other breaches of these Terms. We may consider any communication from your Profile as authorized by you. You bear exclusive responsibility for any consequences, damages, or liabilities that may arise due to unauthorized use of your Account, whether with or without your knowledge.

2.3 Verification Procedures. You understand and consent to our request for information that might be necessary for confirming your identity and securing your Account and/or Profile. In scenarios where you or an Admin lose access to an Account or require information about it, we reserve the right to demand any necessary verification and/or information, including a formal authorization, as deemed appropriate by us, prior to reinstating access or sharing information regarding the Account.

2.4 Account Administration. The Admin(s) of an Account are deemed to be the authorized representatives of the Client, with every decision or action taken by an Admin regarded as an action of the Client. An Admin has the authority to delegate or assign other members of the Account as Admins, endowing them with significant privileges and control over the Account's engagement with the Services. This includes, but is not limited to: (i) regulating the Account's utilization by yourself and other Users; (ii) conducting purchases, upgrades, or downgrades of Services; (iii) configuring, monitoring, or altering Users' activities and permissions; (iv) managing access to, and the modification, sharing, or deletion of Customer Data; and (v) enabling or disabling integration with Third-Party Services. Your Account may be subject to management by a representative of the entity owning or controlling the email domain associated with your Account's creation or registration. The rights and duties of Admins are further detailed within this document and our Help Center.

2.5 Account Users. An Account encompasses various user roles such as guests, viewers, members, among others, collectively referred to as "Users". The capabilities, functions, and privileges accessible

to Users are dictated by their specific roles, the Services accessed, and the governing subscription plan of the Account. For detailed insights into the rights, permissions, and definitions of various User types, please consult our Help Center. It is your duty to ensure that Users are assigned roles that accurately reflect their appropriate user type. Failure to correctly classify Users according to their intended roles permits LexRing, at its sole discretion and without waiving other remedies, to reassess and appropriately reclassify User types, impose additional limitations, or levy extra charges.

2.6 Responsibilities of the Client Regarding Users. The Client is exclusively responsible for understanding the operational settings, privileges, and controls within the Services and for determining which individuals are permitted to become Users, including the extent of their access and privileges. This encompasses the authority to invite or add new Users, incur charges on the Account, and access, modify, or distribute Customer Data. The Client is accountable for all activities conducted by its Users, including adherence to Order Forms and the use of Customer Data, even if those Users are external to the Client's organization or domain. The Client acknowledges that any actions taken by a User associated with the Client's Account are considered authorized by the Client, thus negating any potential claims against such actions.

3. Customer Data.

3.1. Customer Data. Customer Data is any data, file attachments, text, images, reports, personal data, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the Services by you or any User and is processed by us on Customer's behalf ("Customer Data"). For the avoidance of doubt, Anonymous Information (as defined below) is not regarded as Customer Data. Customer retains all right, title, interest and control, in and to the Customer Data, in the form submitted to the Services. Subject to these Terms, Customer grants us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the Customer Data, and solely to the extent that reformatting Customer Data for display in the Services constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The afore-mentioned license is hereby granted solely: (i) to maintain and provide you the Services; (ii) to prevent or address technical, fraud or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by you.

3.2. Responsibility for Customer Data Compliance. You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Customer Data that you submit, post or display on or through the Services; (ii) the Customer Data is in compliance with, and subject to, our Acceptable Use Policy; and (iii) the Customer Data you submit, your use of such Customer Data, and our use of such Customer Data, as set forth in these Terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation ("Laws"); (c) violate any of your or third party's policies and terms governing the Customer Data. Other than our security and data protection obligations expressly set forth in Section 6, we assume no responsibility or liability for Customer Data, and you shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that LexRing shall not monitor and/or moderate the Customer Data and there shall be no claim against LexRing for not doing such.

4. Contributions by Users in Public Forums

4.1 Making Public Contributions. Our platforms may offer functionalities that enable you to share comments, insights, and various types of content openly ("Public Contributions"). When you make Public Contributions via our platforms, you extend to us the right to access, employ, replicate, modify, publish, transmit, host, and showcase those contributions for any commercial or legal purpose. This includes promoting LexRing, its Services, or the platforms across any form of media, and you relinquish, or where not permissible by law, transfer to LexRing, any personal rights you may hold in these Public Contributions.

4.2 Obligations and Liabilities for Public Contributions. You recognize and concur that: (i) you possess or have duly obtained all necessary rights, licenses, consents, and permissions to enable the sharing of your Public Contributions on our platforms; (ii) we do not exert control over, nor assume responsibility for, content shared by others on our platforms or through our Services that isn't directly submitted by us; (iii) interaction with our Services or platforms might expose you to content shared by others that could be deemed offensive, indecent, incorrect, misleading, or otherwise objectionable; (iv) your Public Contributions must be made in alignment with our Acceptable Use Policy, ensuring compliance with the guidelines we've established.

5. Intellectual Property Rights and Licensing

5.1 Intellectual Property of LexRing. The Services and Websites, including all associated content such as software, APIs, app frameworks, designs, text, images, audio, and video materials, trademarks, and logos (excluding any Customer Data), along with any underlying technology and intellectual property, are exclusively owned by LexRing and its licensors. These assets are protected under relevant intellectual property laws and treaties. LexRing retains all rights, titles, and interests, including intellectual property rights, in the LexRing Materials.

5.2 Use of Customer's Name and Logo. By becoming a client, you authorize LexRing to use your name and logo for identifying you as a client or user of the Services in any public communications, including marketing materials and announcements. You have the option to withdraw this permission at any time by reaching out to our support team.

5.3 Grant of License to Customers. Subject to adherence to these Terms and our Acceptable Use Policy, LexRing grants you a limited, global, non-exclusive, and non-transferable license to access and utilize the Services and Websites solely for your internal business operations during your subscription period.

5.4 Restrictions on Service Use. You are strictly prohibited from: (i) sublicensing, selling, or commercially exploiting any part of the Services; (ii) bypassing or disabling any security features of the Services; (iii) reverse-engineering, decrypting, or attempting to derive the source code of the Services; (iv) modifying or creating derivative works of the Services; (v) overburdening LexRing's infrastructure; (vi) interfering with the operation of the Services; (vii) removing or altering any proprietary notices on the Services; (viii) using the Services for competitive analysis or to develop competing products; or (ix) assisting anyone in engaging in these prohibited activities.

5.5 Contribution of Feedback. Any suggestions, comments, or feedback you provide regarding the LexRing Materials or Services becomes the exclusive property of LexRing, with unrestricted use. You assure that your feedback does not infringe on any third-party rights and you transfer all interests in such feedback to LexRing, waiving any moral or similar rights.

5.6 Utilization of the API. LexRing may provide an API as part of the Services, subject to the terms outlined herein. The API can only be used for creating integrations between the Services and your internal systems or products. You must comply with our Developer Terms when using the API, and we reserve the right to modify or discontinue API access at any time. You are responsible for ensuring compatibility with the latest version of the API.

6. Privacy and Security.

6.1 Security Protocols. LexRing commits to maintaining robust security measures and protocols aimed at safeguarding your Customer Data.

6.2 Privacy Practices. In the course of providing our Services and operating our Websites, we engage in the collection, usage, and sharing of certain Personal Data related to you, as outlined in our Privacy Policy. This policy, integral to these Terms, elaborates on our data handling practices and is essential reading for all users.

6.3 Adoption of Data Processing Addendum. Engagement with our Services implies your agreement to our Data Processing Addendum (DPA), which specifically outlines the terms under which we process

Personal Data on your behalf. This document, crucial for understanding our mutual responsibilities regarding data protection, is hereby incorporated by reference.

6.4 Handling of Anonymous Information. Despite the stipulations in these Terms, LexRing reserves the right to gather, utilize, and disclose Anonymous Information arising from your interaction with our Services and Websites. This information, which is incapable of identifying individual users and may include aggregated or analytical data, is used for enhancing, operating, and promoting our Services and for other legitimate business objectives. Ownership of all such Anonymous Information lies with LexRing, underlining our commitment to leveraging data to improve our offerings while respecting user privacy.

7. Third-Party Services and External Links

7.1 Engagement with Third-Party Services. Our Services facilitate your interaction with and procurement of various third-party services, products, applications, and tools, including those offered through our integration options or connected via our API. These external offerings are collectively referred to as "Third-Party Services."

7.2 Nature of Relationship. It's important to recognize that our role is that of an intermediary platform connecting you with these Third-Party Services. We do not endorse or assume responsibility for any Third-Party Services, regardless of how they're presented to you. Your dealings with Third-Party Services, including any financial transactions or data exchanges, are governed by separate agreements directly between you and the third-party providers.

7.3 Data Integration and Exchange. When you enable integrations with Third-Party Services, this may involve the exchange, transmission, or alteration of data, including your Customer Data. The handling of this data by Third-Party Services is controlled by your agreements with them. We are not responsible for any actions these services take with your data. It's your responsibility to ensure your use of Third-Party Services complies with applicable privacy laws and regulations.

7.4 Conditions and Restrictions. Both LexRing and Third-Party Services may impose specific conditions or limitations on the use of certain services, which could include restrictions on usage or access quotas. These will be communicated to you as applicable.

7.5 Marketplace Offerings. We may offer access to Third-Party Services through the LexRing Marketplace. Utilizing the Marketplace and any services obtained through it is subject to separate Marketplace terms of service.

7.6 Financial Terms for Third-Party Services. Third-Party Services might be available either for free or for a fee. When fees are applicable, they will be clearly communicated to you. LexRing may act as a facilitator for collecting payments on behalf of Third-Party Services, but all financial transactions are ultimately governed by your agreements with those services.

7.7 Changes in Fees. Be aware that the costs associated with Third-Party Services may change over time. We and the third-party providers reserve the right to modify fees or introduce new charges for previously free services.

7.8 Discontinuation of Services. We and third-party providers reserve the right to discontinue or suspend any Third-Party Service without notice. Such discontinuations may impact your ability to use certain features within our Services.

7.9 External Links. You may encounter links to third-party websites within our Services or Third-Party Services. We do not control these external sites and are not responsible for their content or privacy practices. Your interaction with these sites is at your own risk, and we encourage you to review their policies before engagement.

7.10 Liability Limitations. LexRing is not liable for any issues arising from your use of Third-Party Services or external links, including but not limited to, their functionality, security, or data handling practices. Your use of Third-Party Services is solely at your discretion and risk, and it's your

responsibility to ensure they meet your requirements and comply with the applicable third-party agreements.

8. Subscriptions, Payment Terms, and Service Adjustments

8.1 Ordering Process. Services can be acquired through filling out an order form, whether online, within the product itself, offline, or through another method we specify (“Order Form”). The Order Form will detail the services you’re subscribing to, the associated fees, and the terms of your subscription plan. Should you issue a purchase order in connection to an Order Form, it is considered as an acceptance of these Terms, and any service-related terms listed on such purchase order will not override these Terms.

8.2 Subscription Basis. Services are offered on a subscription basis, with the duration and specifics outlined in your Order Form, under the chosen subscription plan (“Subscription”). This Subscription outlines the term and plan under which you’ve engaged the services.

8.3 Service Fees. For the services provided (excluding any trial services), you are obligated to pay the fees specified in the relevant Order Form (“Fees”), denominated in U.S. dollars or euros, unless stated otherwise. You authorize us to charge these Fees through your chosen payment method on the due date, or alternatively, to remit payment directly to us by the due date. The Fees are non-refundable and fixed once incurred, subject to changes notified by us that might affect your current subscription upon its renewal.

8.4 Taxes. The Fees do not include any taxes, levies, or duties imposed by taxing authorities (“Taxes”), and you are responsible for payment of all such Taxes. In jurisdictions requiring tax withholding or deduction from payments to us, you must notify us promptly, and we will cooperate to minimize such obligations, with the understanding that you remain responsible for payment of such Taxes.

8.5 Service Upgrades. You may enhance your service subscription by adding Users, upgrading your subscription plan, incorporating additional services or features, or extending your subscription term (“Upgrades”). These Upgrades might be billed additionally, according to our current rates, either prorated for the remaining term or as a new purchase restarting the subscription term.

8.6 Adding Users. You acknowledge options within the service allowing Users to join your Account automatically based on domain matching or invitation by existing Users within your Account (“User Increase”). For details on managing these options, consult our Help Center. Any increase in Users may affect your subscription terms and Fees.

8.7 Excessive Usage Policy. Should we determine, at our discretion, that your use of the Services significantly exceeds fair use in accordance to the purpose of the Services, we reserve the right to adjust pricing, impose additional fees, or enforce usage limitations to ensure fair use of our resources.

8.8 Billing and Payment Information. Upon registering or providing billing details for the Services, you commit to supplying accurate and current billing information and authorize us (or our affiliates or third-party services) to process payments and conduct necessary validations to ensure prompt billing.

8.9 Automatic Renewal. Subscriptions include an automatic renewal feature to prevent service interruption. Unless cancelled before the term’s expiration, subscriptions will renew for a period equal to the original term, at the then-current price, excluding any promotional discounts applied to the first term.

8.10 Promotional Offers. Special discounts or promotions are applicable only for the initial term, with renewals subject to the standard rates at the time of renewal.

8.11 Credits. Any credits accrued for the Services expire upon the earlier of the subscription termination or 90 days after accrual if not applied towards a subscription upgrade. Credits are non-transferable and have no cash value outside of service payments.

8.12 Third-Party Payments. If your subscription was purchased through an authorized LexRing reseller or partner, the terms of payment are governed by your agreement with them, though access to services is contingent upon receipt of payment from the partner to us.

9. Refund Policy and Handling Chargebacks

9.1 Non-Refundable Policy. All service acquisitions, including your initial service acquisition ("Initial Purchase") and any subsequent purchases, service upgrades, modifications, or renewals, are subject to a strict Non-Refundable Policy. From the moment of purchase, all fees paid for services are final and non-refundable, regardless of usage. This Non-Refundable Policy is comprehensive and applies to all transactions without exception. Any payment made for services under this agreement is not subject to refunds or credits for any partially used or unused services, irrespective of the circumstances.

You acknowledge and agree that once a payment is made, it cannot be refunded. Our policy ensures that all terms of service acquisition and use are clear and acknowledged from the outset, maintaining fairness and transparency in our engagements. By procuring services from us, you affirm your understanding and acceptance of this Non-Refundable Policy, waiving any rights to refunds or cancellations. This policy underlines our commitment to offering high-quality services and clarifies the terms of financial transactions for these services.

9.2 Handling of Chargebacks. Any recorded decline, chargeback, or rejection of due fees ("Chargeback") is considered a breach of your financial obligations. In such instances, your access to the Services may be suspended, disabled, or terminated, based on LexRing's discretion. Reinstatement of service access post-chargeback is contingent upon settling any outstanding fees in full, including chargeback-related expenses incurred by us or any third-party services. This includes processing fees and any additional handling charges. This measure does not limit our right to pursue other remedies available under these Terms or applicable law in response to a Chargeback.

10. Trial and Pre-Release Services

10.1 Trial Services and Complimentary Versions. Occasionally, we offer certain services or parts of our services for a temporary period free of charge and without obligation ("Trial Services"), which may include access under a free subscription plan with limited features and duration. The specific terms of these Trial Services, including their duration, will be communicated to you either within the service interface, through an Order Form, or directly in a written communication from us. We reserve the right to modify, discontinue, or limit the Trial Services at any moment, without prior notice and without any obligation to you. It is also within our rights to alter the web address of your account without advance notice upon the conclusion or termination of Trial Services.

10.2 Pre-Release Services. We may occasionally offer access to services or features that are in Alpha or Beta testing stages ("Pre-Released Services"). These are essentially services under development that might be partially functional, contain errors, experience disruptions, or not perform as fully anticipated. Our intention to designate services as Pre-Released will be clearly communicated to users.

10.3 Terms Applicable to Trial and Pre-Released Services. Both Trial and Pre-Released Services are subject to the overarching terms outlined here, alongside any specific terms that may apply to these services. However, it's important to note that these services are provided "As-Is," "With All Faults," and "As Available," without any form of warranty, either expressed or implied. Consequently, our standard indemnification obligations do not cover these services, and our total liability for anything arising from or related to the use of Trial or Pre-Released Services is capped at \$100. While we strive to offer these services, there's no guarantee that they will be made available to all users or transition into generally available services.

11. Duration, Cancellation, and Suspension Policies

11.1 Effective Period. The terms outlined herein become effective from the date of agreement and remain in force until all subscriptions associated with the Account, whether active or inactive, conclude, unless terminated earlier in accordance to these terms.

11.2 Cancellation for Breach. Both the Customer and LexRing reserve the right to terminate the service agreement and these terms upon providing written notice if: (a) there is a significant breach of these terms by the other party that, if rectifiable, is not remedied within a minimum period of 10 days post-notification; or (b) if either party ceases operations or enters into insolvency proceedings that are not resolved within 45 days. Termination requests from the Customer will be specifically applicable to the service components directly affected by the breach.

11.3 Customer-Initiated Termination. Customers can terminate their subscription by discontinuing the services or deleting their account. However, this action does not exempt the customer from fulfilling outstanding financial obligations unless termination occurs within the designated refund period. According to Section 9, the termination will become effective at the end of the current subscription term, with all due fees remaining payable, and no refunds for prepaid fees will be issued.

11.4 Consequences of Service Termination. Upon termination or expiry of these terms, the customer's subscription and any granted rights will cease, and the account's URL may be altered. It is the customer's responsibility to secure any Customer Data before termination; if not deleted, we may continue to store it but are not obligated to maintain access for data exportation indefinitely. LexRing is absolved of liability regarding the loss of Customer Data post-termination. Remaining financial obligations must be settled even after the termination of these terms.

11.5 Survival of Provisions. Certain sections, specifically those regarding user responsibilities, data management, privacy and security, third-party services, financial obligations, confidentiality, disclaimer of warranties, limitations of liability, indemnification, legal governance, and general provisions, will persist beyond the termination or expiration of these terms, upholding their enforceability.

11.6 Account Suspension. LexRing may temporarily suspend access to an account or service in instances of perceived security threats, violation of these terms or applicable laws, overdue payments, or breaches of the Acceptable Use Policy, in addition to pursuing other available legal remedies. This pre-emptive measure serves to mitigate potential risks or damages to all involved parties.

12. Confidentiality Agreements

12.1 Definition of Confidential Information. Throughout the duration of these Terms and any engagement with the Services, either party may share with the other non-public information related to business operations, products, technology, marketing strategies, customer lists, proprietary software, and other materials deemed confidential. This encompasses all information shared, whether before or after the agreement date, that should logically be considered confidential due to its nature and the context of disclosure. Specifically, Customer Data is treated as the Customer's confidential material, while information regarding LexRing's Services, including their technology and performance metrics, is considered LexRing's confidential information. Information that is publicly available, already known to the receiving party, received from third parties without confidentiality restrictions, or independently developed without reference to the confidential information, is not included under this confidentiality clause.

12.2 Responsibilities of the Receiving Party. The party receiving confidential information is obligated to take reasonable steps to prevent its unauthorized dissemination or use. This includes restricting access to individuals who need to know the information for the purposes of these Terms and who are similarly bound by confidentiality agreements. The receiving party is prohibited from sharing any confidential information with third parties unless doing so is necessary for fulfilling its obligations under these Terms, or when required by legal or financial advisors during due diligence, provided such sharing is governed by equally strict confidentiality agreements.

12.3 Disclosure Under Legal Compulsion. In situations where the disclosure of confidential information is mandated by law, court order, or governmental request, the receiving party must, where legally possible, promptly notify the disclosing party. This is to allow the disclosing party the opportunity to contest the disclosure requirement or to seek a protective order, thereby potentially preventing or limiting the information release.

These confidentiality provisions ensure both parties mutually protect and respect the sensitive information shared between them, thereby safeguarding their respective business interests and intellectual property throughout their professional engagement.

13. Disclaimer of Warranties

13.1. General Disclaimer. Beyond the specific guarantees provided within these Terms, LexRing does not offer any further representations or warranties. To the maximum extent allowed by applicable law, both the websites and services are delivered on an "AS IS," "WITH ALL FAULTS," and "AS AVAILABLE" basis, entirely without any form of warranty. LexRing, along with its affiliates, subcontractors, agents, and vendors (including third-party service providers), explicitly disclaims any and all warranties and representations of any kind. This disclaimer includes, but is not limited to, warranties of merchantability, functionality, title, suitability for a particular purpose, and non-infringement, whether they are expressed, implied, or statutory.

13.2. Service and Site Operation. LexRing and its associated vendors expressly negate any warranties that the services or websites, including access and use thereof, will operate uninterrupted, timely, securely, or error-free. There is no guarantee that data won't be lost, that defects will be rectified, or that the websites/services will be free from viruses or other harmful elements. Additionally, LexRing and its vendors disclaim all liability for delays, failures, interception, alterations, losses, or other damages to you and/or your data (including Customer Data), especially those beyond our control.

13.3. Completeness, Accuracy, and Compatibility. LexRing specifically disclaims any warranty that the services or websites (or any part thereof) are complete, accurate, of a particular quality, reliable, suitable, or compatible with any of your planned activities, devices, operating systems, browsers, software, or tools, or that they will comply with any applicable laws to you at any time. Furthermore, LexRing does not warrant the quality, accuracy, or reliability of any content, information, reports, or results obtained through the use of the services or websites.

This comprehensive disclaimer outlines that LexRing provides its services and websites without any warranty beyond what is expressly stated in the Terms, emphasizing the user's responsibility to use the services with the understanding of their "as is" and "as available" nature.

14. Limitations of Liability

14.1 Scope of Liability. Under no circumstances, to the maximum extent the law permits, will either party, including affiliates, subcontractors, agents, and third-party service providers, be held liable for any indirect, special, consequential, exemplary, incidental, or punitive damages arising from or related to these Terms. This includes, but is not limited to, losses in profits, savings, data, use, business reputation, revenue, or goodwill, as well as any failures in security measures. This applies regardless of the legal theory of liability, whether the party was pre-informed of such potential losses, and even if the proposed solutions do not fulfill their fundamental purposes.

14.2 Cap on Liability. Excluding obligations related to indemnification under Section 16, and irrespective of any breach of the Acceptable Use Policy by you or any associated users, the total liability of each party, along with its affiliates, subcontractors, agents, and third-party service providers, connected to or arising from these Terms, including use of the Sites and Services, is strictly limited. The maximum financial responsibility will not surpass the total fees you have paid within the 12 months preceding the incident causing the liability. This ceiling on liability accumulates across all claims and is not assessed per incident.

15. Compliance with Laws and Risk Management

15.1 Compliance with Applicable Laws. We explicitly state that, apart from the assurances provided within these Terms, no guarantee is made concerning the suitability of the Services within your specific legal jurisdiction. You bear sole responsibility for ensuring that your use of the Services adheres to all relevant local and international laws applicable to you. It's essential to understand that legal compliance, especially concerning the Services' use, falls under your purview, requiring due diligence on your part to prevent legal infringements.

15.2 Agreement on Risk Allocation. By agreeing to these Terms, you acknowledge and agree to the limitations on liability and the disclaimers of warranty herein as a fair and reasonable distribution of risk between you and us. This mutual agreement on risk allocation is deemed commercially reasonable by both parties and has been a critical factor in the decision to enter into these Terms. Both parties have relied on this understanding of risk management and limitation provisions as a foundational element of our contractual relationship, ensuring that expectations are aligned and responsibilities clearly defined.

16. Indemnification.

16.1 Indemnification by the Customer. The Customer agrees to indemnify, defend, and hold harmless LexRing along with its affiliates, officers, directors, employees, and agents from any losses, damages, liabilities, claims, costs, or expenses resulting from (i) the Customer's or any of its Users' violation of these Terms or applicable laws; (ii) allegations that the Customer Data, as used by LexRing its subcontractors, infringes on third-party rights, including but not limited to intellectual property, privacy, or publicity rights.

16.2 Indemnification by LexRing. LexRing will defend the Customer and its affiliates against third-party claims alleging that the authorized use of the Services infringes or misappropriates copyrights, trademarks, or registered U.S. patents. This includes covering any damages or legal fees awarded against the Customer or agreed upon in settlements, including reasonable attorneys' fees, except in cases where (i) the Service or any part thereof was modified by the Customer, its Users, or any third party in a way that led to the infringement claim; (ii) the infringement claim arises from the Service's use in conjunction with other services or products not supplied by LexRing (iii) the claim directly relates to the Customer Data or arises from situations that are the Customer's indemnity responsibility under 16.1. If LexRing determines the Services infringe third-party rights, it may: (i) secure rights for continued use, (ii) modify the Services to be non-infringing; (ii) terminate the use and issue a prorated refund for unused Subscription Terms. This clause defines LexRing's total liability and the Customer's exclusive remedy for any IP infringement claims.

16.3 Conditions for Indemnification. The indemnification obligations hinge on: (i) immediate written notification from the indemnified party to the indemnifying party upon becoming aware of any claim, noting that failure to notify does not relieve the indemnifying party of its duties unless it suffers material prejudice; (ii) exclusive control over the claim's defense and settlement by the indemnifying party, with the understanding that any settlement requiring an admission of liability or a financial obligation on the part of the indemnified party requires their written consent; (iii) reasonable cooperation from the indemnified party in defending against the claim, provided at the indemnifying party's expense, without compromising the defense's integrity.

17. Use of Third-Party Components

Our Services incorporate third-party codes and libraries governed by open source license terms ("Open-Source Code" and "Open-Source Terms," respectively). When applicable, these Open-Source Terms may supersede conflicting provisions in our Terms. We strive to identify and utilize Open-Source Code that does not obligate or impact Customer Data or intellectual property beyond the stipulations of the Open-Source Terms and our Terms, particularly in standard use cases that do not involve modification or distribution of the Open-Source Code. Despite our efforts, we do not provide warranties or indemnities regarding the use of Open-Source Codes. Detailed copyright statements and licenses for specific components used in our Services can be found in the Open-Source List provided.

18. Compliance with Sanctions

The provision and utilization of the Services are subject to regulation by the European Union (EU) and are governed by applicable EU, United States (US), United Nations (UN), and United Kingdom (UK) sanctions laws and regulations. By engaging with our Services, you hereby represent and warrant that you are not located within, nor will you use, export, re-export, or import the Services into or to any country, territory, individual, or entity that is the subject of comprehensive sanctions imposed by the EU, US, UN, or UK. Furthermore, you confirm that you are not named on any EU, US, UN, or UK list of

prohibited or restricted parties, nor are you otherwise subject to any sanctions administered by the EU, US, UN, or UK.

As the user of our Services, you bear the sole responsibility for ensuring that your use of the Services and any associated Customer Data is in full compliance with all relevant export control laws and sanctions regulations. This includes, but is not limited to, abstaining from providing the Services directly or indirectly to individuals, entities, or countries prohibited under EU, US, UN, or UK sanctions laws and regulations. Your commitment to compliance underpins the lawful and ethical use of our Services, contributing to the global effort to prevent illegal or sanctioned activities.

19. Updates to Terms

We reserve the right to modify these Terms as needed to reflect updates to the Services, address technical changes, correct errors, and comply with legal or regulatory requirements. We will notify you of any significant changes in a manner deemed appropriate, such as through in-service notifications or email. Continued use of the Services after such notifications will indicate your agreement to the updated Terms.

20. Governing Law and Jurisdiction

These Terms and any related actions will be governed and interpreted in accordance with the laws of Poland, excluding its conflicts of law rules that might apply the laws of another jurisdiction. All controversies, disputes, and claims arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts located in Poland. Both parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. LexRing retains the right to seek injunctive relief in any court worldwide to prevent harm or infringement of its rights.

21. General Provisions

21.1 Interpretations. Any heading, caption, or section title contained herein, and/or any explanation or summary columns, are provided solely for convenience and do not alter or amend the provisions within the Terms, nor shall they legally bind us in any way. These Terms are written in English and may be translated into other languages for convenience. Should any translated (non-English) version conflict with the English version, the English version's provisions shall prevail.

21.2 Force Majeure. Neither party will be liable for any failure or delay in performing its obligations due to events beyond reasonable control, including denial-of-service attacks, internet or utility service failures, third-party hosting service failures, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental actions.

21.3 Relationship of the Parties; No Third Party Beneficiaries. The parties are independent contractors under these Terms and the Services provided. No partnership, franchise, joint venture, agency, fiduciary, or employment relationship is created by these Terms. There are no third-party beneficiaries to these Terms.

21.4 Notice. Notices related to these Terms or Services will be sent using the contact details on record. Notices may be provided via the Services, postings, text, in-app notifications, email, phone, or courier. Electronic notifications meet legal requirements for written notices. Notices to you are considered given upon receipt or within 24 hours of dispatch. Notices to us should be directed to LexRing Ltd., attention: General Counsel, at the provided contact details.

21.5 Assignment. These Terms and the associated rights and obligations may not be transferred or assigned by you without our written consent, except in the case of a merger, acquisition, or sale of assets, provided that the assignee agrees in writing to assume the assigned obligations. We may assign our rights and obligations under these Terms to a third party without your consent. Unauthorized assignments are void.

21.6 Severability. If any provision of these Terms is found invalid or unenforceable, it will be modified to reflect the original intent as closely as possible, with the remaining provisions continuing in effect.

21.7 No Waiver. Failure or delay in exercising any right under these Terms does not constitute a waiver of that right. Waivers must be in writing and signed by the authorizing party.

21.8 No Reliance. You acknowledge not relying on any statements, warranties, or representations not expressly set forth in these Terms.