

# Lawdify Pte. Ltd.

## TERMS OF SERVICE

Last updated May 13, 2025

### 1. AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement ("Agreement") made between you, whether personally or on behalf of an entity ("you", "your") and Lawdify Pte Ltd ("**Lawdify**", "**we**", "**us**", or "**our**"), concerning your access to and use of the web application as well as any other media form, media channel, mobile website, linked, or otherwise connected thereto (collectively, the "Application"). We are registered in Singapore and have our registered office at 32 PEKIN STREET #05-01, SINGAPORE (048762).

By accessing or using the Application, you agree to be bound by the terms of this Agreement. If you do not agree, you must not access or use the Application. This Agreement outlines the scope of your permitted use of the Application and the associated rights, obligations, restrictions, and limitations that apply to ensure the proper and lawful use of our proprietary technology. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE APPLICATION AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Application from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Application so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Application after the date such revised Terms of Use are posted.

The information provided on the Application is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Application from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

### 2. LICENSE GRANT

Subject to your continuous compliance with these Terms and any associated pricing details, and Order Forms (initial document and any subsequent documents, whether in paper or electronic format, signed or otherwise accepted by You indicating the Application services that the You are requesting and that Lawdify will provide, as well as the price) for the Application agreed upon by both parties ("**Subscription Agreement**"), Lawdify grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Application. This is contingent on compliance with all relevant local, national, and international laws and regulations and is intended solely for Your internal business needs. You are authorised to use the Application's Content (comprehensive array of information and materials accessible through Application) solely for your internal, lawful, professional purposes which exclusively includes ("**Permitted Use**"):

- i. Displaying materials obtained from the Application for Your personal professional use.
- ii. Downloading and storing a minimal amount of material in a digital format until the termination of the Subscription Agreement (for court cases, legislation, or agency-issued regulations) or for no more than 90 days (for any other document);
- iii. Sharing small parts of the content with external parties who are related to the business of your organization.
- iv. Using excerpts or quotes from the Application in your regular business documentation.
- v. Occasionally distributing minimal items of printed material to non-authorized users.
- vi. Developing training materials.

### 3. SUBSCRIPTION AND ADD-ON FEES

#### A. Recurring Subscription Charges

We provide access to certain services through subscriptions that renew automatically ("**Subscription**"). These Subscriptions incur regular fees ("**Subscription Fees**").

- Self Service Customers: Must pay the amount listed (if available) on the website during the registration process, including any adjustments post-trial periods.
- Enterprise Customers: Payments will be in accordance with the amounts detailed in the Subscription Agreement agreed upon

- i. *Adjustments to Services and Fees:* We reserve the right to modify aspects of our Subscription, including Subscription Fees. Changes applicable to Self Service Customers will be reflected in the Terms. The latest Subscription Fee for Self Service Customers are accessible on our websites (where possible) and form part of this agreement. For Enterprise Customers, adjustments are as outlined in the agreement, including annual increases based on inflation, if not specified otherwise.
- ii. *Effective Changes:* Any modifications to the Terms take effect in the next Subscription period, unless a specific fee and duration have been previously agreed upon, which will remain valid for that duration.

## **B. Add-On Fees**

In addition to regular subscriptions, we offer specialized add-on Application services ("Add-On Items" with unique, non-recurring fees ("Add-On Fees") which are listed on Lawdify's website. These Add-On Items include additional processing pages, capacity to run AI tasks on Lawdify. Add-On Fees apply based on the user's needs for the Add-On items and are subject to change. Current rates are listed on our website. These fees are separate from ongoing subscription fees. We maintain discretion over the availability of these services and may change, add, or remove them. Updates to the Add-On Fees will be published on our website. Using these Add-on Items implies acceptance of the applicable fees and terms at that time.

## **C. Free Trials**

We sometimes offer free trials at our discretion, with eligibility criteria determined by us ("**Free Trial**"). We may also require payment details for pre-authorization or to confirm the validity of Your payment method.

To activate a Free Trial, we might request Your payment information. By providing this information, You acknowledge that Lawdify may perform a pre-authorization to ensure that the payment method is valid, associated with a real person or entity, and has sufficient funds. Additionally, we will make a small, non-refundable charge to Your payment method for verification purposes. This nominal fee will be clearly indicated on the information indicated on the Website when You start the trial. Lawdify is not responsible for any issues arising from these verification procedures.

After the trial period, You will be charged the Subscription Fees as shown on the website, unless You cancel the trial before its conclusion. You must cancel the trial one business day prior to the trial end date by emailing [support@lawdify.ai](mailto:support@lawdify.ai).

Please note that we may not send a notification when Your Free Trial ends and the paid subscription period commences.

To view specific details of Your Subscription, such as the price and the Free Trial's expiration date, access the "Account" tab within the Services. For additional assistance or information on how to cancel Your Free Trial, You may contact our support team at [support@lawdify.ai](mailto:support@lawdify.ai). Please be aware that Lawdify will continue to bill and charge for subsequent subscription cycles unless You cancel the subscription. You are obligated to pay these fees regardless of how much You used the Application during the trial period.

In the event You initiate a chargeback after the Free Trial has concluded, You recognize that such an act constitutes a breach of these terms and conditions.

Lawdify reserves the right to terminate Your access to the Application immediately in the event of a chargeback initiated after the Free Trial and to pursue legal remedies to recover any losses incurred due to chargebacks initiated in violation of these Terms.

## **D. Payments**

(a) *Subscription and Service Charges.* Upon subscribing to our Application, You consent to and authorize us and/or our designated payment processors to bill You for: (i) Subscription Fees as outlined in Your Subscription Agreement; (ii) Any transaction fees incurred; (iii) Applicable taxes and levies, excluding those based on our income; and (iv) Additional charges related to Your use and purchase of the Application services. You acknowledge that billed amounts may vary due to promotional offers, changes in Subscription Fees and Add-On Fees as per these Terms, or adjustments in applicable taxes. You grant us the authority to charge these varying amounts to Your designated payment method or any other payment method that was provided by You in the past.

(b) *Payment Obligations.* Subscription Fees are due and payable in full, in advance, before the start of each Subscription Term, as detailed in Your Subscription Agreement. You agree to fulfill these payments using Your credit or debit card, or any other payment methods we have on record for You. It is Your responsibility to ensure that Your payment method is current, valid, and accepted by us. By initiating a payment, You authorize us to disclose Your payment details to third-party services as necessary to complete the transaction and charge Your payment method accordingly.

(c) *Late Payment Consequences.* Late payments will incur: (i) A service charge of 1.5% per month on the overdue amount or the highest rate permissible under applicable law, whichever is lower; (ii) Collection-related costs; (iii) Bank or payment processing fees; (iv) If You were granted any discount for the Application, the price of the Application will be retroactively updated by eliminating the discount and the difference between the standard price and the discounted price will immediately be considered owed by You. If payment is not successfully processed within fourteen (14) days of initiation, we may, at our discretion, cancel or suspend Your Subscription and access to the Application.

## **E. Debt Recovery and Credit Reporting**

In cases where payments are partially or fully outstanding, we reserve the right to take necessary measures to safeguard our rights and financial interests, which include:

1. *Engaging Collection Agencies:* To recuperate unpaid amounts, we may decide to use the services of collection agencies. In this process, we will transfer our creditor rights and relevant information needed to such agencies in order to facilitate debt recovery.

2. **Insolvency Registry Reporting:** If You fail to meet your payment commitments, we are authorized to record the Your information in insolvency registries for the total debt owed. You give us, our affiliates, and representatives explicit and irrevocable permission to access, request, process, and disclose relevant data regarding their credit, financial, and commercial history. This information may be shared within Your country or internationally. This action is intended to accurately represent Your financial behavior and obligations towards us. The information will be available to authorized entities and will remain in these databases for a period deemed suitable by legal standards, providing a comprehensive view of the Customer's financial and credit status.

## F. Subscription Cancellation

You have the option to cancel Your Subscription(s) at any time unless agreed otherwise with Lawdify. However, You are responsible for the Subscription Fees until the end of the current Subscription Term (period that begins with the earlier of Your initial use of our Services or subscription by any means or the start date stipulated on the Order Form or Subscription Agreement, and remains in effect until it is terminated by either You or us, as per the stipulations in these Terms).

To cancel, You must inform us (i) for Self Service Customers, at least three (3) days before the beginning of the next Subscription Term; or (ii) for Order Form or Enterprise Customers, at least 30 days before the beginning of the next Subscription Term. This can be done through the options available on the Services or by contacting our support team at [support@lawdify.ai](mailto:support@lawdify.ai). Access to the Services will continue until the end of the current Subscription Term.

## G. No Refunds

Please be aware that Subscription Fees are non-refundable unless otherwise expressly agreed in writing. This applies in all circumstances, including but not limited to: (i) You not being aware of the expiration date of any Free Trial which rolled over to a Subscription and Subscription Fees were charged, (ii) Any unused portion of the Subscription Term; (iii); Prepayments for Services in scenarios where You decide to cancel or terminate Your Subscription or we suspend or terminate Your Subscription or this agreement due to a breach of these Terms on Your part; or (iv) Situations where the User does not use the Service. Regardless of the level of usage, whether partial or complete non-use, fees paid for the Subscription period are not subject to refunds.

## 4. SUBSCRIPTION RENEWAL POLICY

Each Subscription will automatically renew at the end of its current term for a new term that is equal in duration to the original term. This automatic renewal will occur unless the Subscription is canceled, altered, suspended, discontinued, or terminated as outlined in these Terms.

## 5. ACCOUNT REGISTRATION AND MANAGEMENT

(a) Account Creation. To use our Application, You need to create an account by completing a registration form, setting up a user ID and password, or employing third-party authentication (such as single sign-on). During registration, You are obliged to: (a) provide accurate, up-to-date, and complete personal details as required by our registration process ("**Registration Information**"), and (b) keep this information current, including updating authorized user designations.

(b) Accuracy of Information and Consequences of Misrepresentation. Should Your provided information be, or become, false, outdated, or incomplete, or if we have reasons to suspect this to be the case, we reserve the right to suspend or terminate Your account and deny access to our Application, either temporarily or permanently. If You have misrepresented Your customer type or geographic location or the number of, we may adjust Your charges according to our standard rates for the relevant customer type or region.

(c) Account Security and Third-Party Access. You are not permitted to allow any third party to access or use our Application via Your account. It is Your responsibility to safeguard Your user ID and password. You are accountable for all activities that occur under Your account. Notify us promptly at [support@lawdify.com](mailto:support@lawdify.com) if You become aware of any unauthorized use of Your account or security breaches. We are not liable for losses resulting from unauthorized account access.

(d) Communications Consent and Opt-Out. By providing Your contact details, including email, physical address, and phone numbers, and by creating an account, You consent to receive electronic communications from us, including marketing and promotional messages. These may involve updates about service changes and product offers. Should You choose not to receive marketing communications, You can opt-out by contacting our support team or clicking the unsubscribe link in our emails. Opting out of marketing communications does not exempt You from receiving essential service-related notices.

## 6. INTELLECTUAL PROPERTY RIGHTS

(a) User Data and Content. Under these Terms, neither party gains any implicit or explicit rights to the other's content or Intellectual Property, unless specifically stated. You retain all Intellectual Property rights in the content You provide ("User Content"), while we hold all rights in the Application, including but not limited to our Content, software, products, support, documentation, aggregated data, statistical information, and any modifications or derivative works thereof.

We do not claim ownership over Your User Content. You bear sole responsibility for it, including all associated risks. You affirm that Your User Content complies with all obligations outlined in these Terms, does not breach any laws, and does not infringe upon any third-party rights, including intellectual property and privacy rights. We are not liable for any aspect of Your User Content.

(b) Third-Party Content. Our Application includes Content sourced from third parties which is subject to the liability disclaimer included below.

(c) You grant, and You represent and warrant that You have all rights necessary to grant, to Lawdify an irrevocable, perpetual, transferable, sublicensable (through multiple tiers), fully paid, royalty-free, and worldwide right and license to use, copy, store, modify, distribute, and display Your User Content solely for the following purposes:

- (i) to maintain and provide the Application service;
- (ii) to create aggregated and de-identified data for analytics and operational insights; and
- (iii) to perform such other actions as described in our Privacy Policy or as expressly authorized by You in connection with Your use of the Application.

For the avoidance of doubt, Lawdify does not use Your User Content — including any uploaded documents, legal files, or case materials — to train machine learning models or improve its products or services. Only anonymized and aggregated usage data (e.g., feature usage metrics, error rates, response times) may be used to enhance platform performance and functionality.

Unless otherwise indicated, the Application is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Application (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Application “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Application and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

## 7. CONFIDENTIALITY

(a) Confidential Information. For the purposes of this Agreement, “**Confidential Information**” shall mean information which is of a non-public, proprietary or confidential nature, disclosed by or on behalf of one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) in furtherance of the Application’s development, including, but not limited to:

- i. All documents, data, information, or materials provided to, uploaded, or stored by the the user on the Application;
- ii. Marketing strategies, programs, plans, and methods;
- iii. Pricing policies, product strategies, methods of operation and other business methods;
- iv. Any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Lawdify, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, customer lists and information, business forecasts, sales and merchandising, and marketing plans and information, disclosed in connection with the development of the Platform;
- v. Any information which in the circumstances in which it is made available to the either Party, is to be treated as confidential, whether in written, oral, machine readable or any other form including any copies;
- vi. All documents, materials, protocol, and other information on workflows, processes, notes, messages, e-mails disclosed for the purposes of developing the Platform;
- vii. All communications by means of photos, pictures, images, voice, video, screen recording and equivalent media sent, transmitted, and otherwise communicated using Zoom, Microsoft Teams, Google Meet, Loom, WhatsApp, Telegram or any equivalent platform related to, connected to, or arising out of the development of the Platform;
- viii. The content of any discussion relating to the development of the Platform and all information designated as “Confidential”, “Proprietary” or “Trade Secret” (or with a similar expression) or which ought reasonably to be considered confidential.
- ix. All documents, data, information, or materials provided or used during the course of developing the Platform, and subsequent versions of the Platform including any iterations, pivots from the original idea or concept.
- x. The Platform software source code or any related codes in all formats, data set, business plans, financial statements, customers or users, analytical data, documentation, and correspondences that have not otherwise been made publicly available shall become “Confidential and Proprietary Information”.
- xi. All information whether in written, oral, graphical, machine-readable or other form in relation to, arising out of, in connection with an ongoing matter or case which has not been adjudicated, and for which record (including filings, submissions, and evidentiary documents) has not been made public.

(b) Disclosure Of Confidential Information.

- i. The Receiving Party acknowledges and agrees that the Disclosing Party’s Confidential Information is disclosed by the Disclosing Party to the Receiving Party only for the purpose of the Pilot and on condition that the Receiving Party shall maintain the confidentiality of the Disclosing Party’s Confidential Information in accordance with the terms and conditions below:
- ii. All Confidential Information provided by the Disclosing Party to the Receiving Party shall be kept in absolute confidence and not be disclosed by the Receiving Party to any party except to the Receiving Party’s employees and on a strictly need-to-know basis in connection with the Transaction to which this Agreement relates, and only for that purpose;

- iii. The Confidential Information shall be used only for the purpose of the Pilot and not for any other purpose. In this regard, the Receiving Party shall not allow any third party to directly or indirectly use any or all of the Confidential Information for any reason whatsoever;
- iv. The Receiving Party shall not make or allow copies of any Confidential Information to be made without the prior written consent of the Disclosing Party;
- v. The Receiving Party shall use the Receiving Party's best efforts to prevent, protect and avoid unauthorised disclosure, use and reproduction of any Confidential Information by the Receiving Party's employees in any event, to use the same degree of care as the Receiving Party would have taken to protect the Receiving Party's own Confidential Information;
- vi. The Receiving Party shall advise its employees of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement; and
- vii. At the request of the Disclosing Party, the Receiving Party shall obtain the execution of confidential undertakings or agreements from the Receiving Party's employees that are worded similarly to that of this Agreement so as to ensure that confidentiality of the Confidential Information is maintained at all times.
- viii. The Receiving Party shall be responsible for any breach of this Agreement by any of its employees.
- ix. Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose the Disclosing Party's Confidential Information pursuant to any governmental, judicial, regulatory or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Disclosing Party's Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at the Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party gives (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure.
- x. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief.
- xi. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

(c) Ownership Of Confidential Information

- i. No other right or license, whether expressed or implied, in the Disclosing Party's Confidential Information is granted to the Receiving Party hereunder.
- ii. Title to the Disclosing Party's Confidential Information will remain vested solely and exclusively in the Disclosing Party. All use of Disclosing Party's Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.
- iii. All Confidential Information is provided by the Disclosing Party to the Receiving Party on an "as is" basis. The Disclosing Party makes no warranties, express, implied or otherwise, regarding non-infringement of third-party rights or its accuracy, completeness or fitness for a particular purpose.

## 8. REPRESENTATIONS & WARRANTIES

(a) *Mutual Representations and Warranties.* Both parties represent and warrant that these Terms constitute a legally binding obligation, enforceable in accordance with their provisions.

(b) *Disclaimer of Implied Warranties.* Except as explicitly outlined in this section, we disclaim all other representations and warranties, whether implied by law or otherwise. This includes, but is not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation. Furthermore, we make no assurances that: (i) The Application, including our technology, generated reports, or any deliverables, will meet Your specific requirements or function with non-Lawdify hardware, software, or data; (ii) The Application will be uninterrupted, timely, secure, or error-free; (iii) The outcomes from using the Application will be accurate, reliable, or error-free; and (iv) Any errors in the provided materials will be corrected.

The Services are offered on an "as is" and "as available" basis, inclusive of any defects. No advice or information, whether oral or written, obtained from or through the Services, will create any warranty not expressly stated in these Terms.

(c) *Usage of Content. No legal Counsel.* The Content provided through or in conjunction with the Application is intended for practical and informative purposes and should not be construed as professional advice. Users are advised to seek qualified professional counsel before acting on such Content. We disclaim all liability for actions taken or not based on the Content of the Application. The Application, the materials included in the Application services and any information provided by our employees (including reference attorneys) are for general informational purposes only. You acknowledge and agree that they do not, and are not intended to, constitute legal advice and do not create an attorney-client relationship.

(d) *AI-Generated Content.* The Application may use machine learning models to generate Content such as draft memorandums, document translations, draft emails, contract clauses, summaries, or other legal documents or enhancements on legal documents. Those documents are machine-generated predictions based on patterns in data. Output generated by a machine learning model is probabilistic and should be evaluated for accuracy as appropriate for Your use case, including by employing expert human review of such output.

(e) *Third-Party Content Liability Disclaimer.* We may provide access to Content from third-party sources. We do not endorse, support, or confirm the accuracy of opinions, statements, or information presented by these third-party or official sources. The Content is provided "as is" without warranty of any kind. Lawdify does not make any warranty whatsoever as to the accuracy or completeness of the Content or the results to be obtained from using

the information contained therein, and Lawdify shall not be responsible for any claims attributable to errors, omissions, or other inaccuracies in the information contained in the Content. In no event will Lawdify be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of or inability to use the Content, or for any loss or damage of any nature caused to any person as a result of that use.

We explicitly disclaim responsibility for any inaccuracies, outdated or erroneous information, or errors in Content provided by these third-party sources and official entities. The entire risk as to the results and performance of the Content is assumed by the user. Further, Lawdify does not make any representations or warranties, either express or implied, with respect to the Content, including, but not limited to, the quality, performance, merchantability, or fitness for a particular purpose of the Content or any information contained therein. We do not undertake the task of modifying, verifying, or confirming the accuracy of Content provided by these sources. Consequently, any errors, including those related to personal data or factual inaccuracies contained within this Content, fall outside our scope of liability. Users of our Application are advised to exercise their own discretion and professional judgment in evaluating and relying on information obtained from third-party and official entity sources. The responsibility for the interpretation and use of the Content rests solely with You.

## 9. PROHIBITED ACTIVITIES

You may not access or use the Application for any purpose other than that for which we make the Application available.

The Application may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. This license excludes any right to use the Application for purposes including but not limited to competitive intelligence gathering, resale, re-licensing, or providing access to third parties without Lawdify's prior written consent. Any unauthorized use of the Application shall immediately terminate this license. Violations of this section may result in immediate suspension or termination of your access and may subject you to civil, criminal, and injunctive remedies.

You agree to use the Application solely as permitted under this Agreement and applicable law. You shall not, and shall not permit others to:

- i. Disassemble, reverse engineer, decode, decompile, or otherwise attempt to derive or gain access to any part of the Application's source code or its underlying structure, ideas, or algorithms;
- ii. Copy, reproduce, duplicate, modify, adapt, create derivative works of, distribute, sublicense, lease, rent, sell, publish, or otherwise exploit any part of the Application or Lawdify's intellectual property for any purpose not expressly permitted by this Agreement;
- iii. Download, extract, scrape, or print substantial portions of any content made available via the Application, unless explicitly authorized by Lawdify;
- iv. Use any portion of the Application or its outputs to train, develop, or improve any artificial intelligence or machine learning models or tools, whether internal or commercial;
- v. Use the Application in a manner that disrupts, degrades, harms, or otherwise negatively affects Lawdify's servers, systems, or any other users' ability to access or use the Application;
- vi. Use the Application in a manner that violates any applicable law, rule, regulation, third-party right (including intellectual property, privacy, publicity, or contractual rights), or that is deceptive, fraudulent, defamatory, harmful, harassing, or otherwise objectionable in Lawdify's sole discretion;
- vii. Engage in benchmarking, comparative analysis, or any competitive evaluation of the Application, or use the Application to develop or support any product or service that competes with Lawdify;
- viii. Interfere with, compromise, or attempt to decipher transmissions to or from Lawdify's servers or any data flowing through the Application;
- ix. Introduce or attempt to introduce viruses, worms, trojans, malware, spyware, or other malicious or unauthorized code, scripts, or software to the Application;
- x. Remove, obscure, or alter any proprietary notices or labels contained in the Application or its content;
- xi. Use the Application outside the territorial scope identified in your Subscription Agreement, except for brief, incidental usage not exceeding 30 cumulative days per calendar year, unless otherwise agreed in writing by Lawdify;
- xii. Misrepresent your identity, impersonate another individual or entity, or otherwise act in a deceptive or unauthorized manner while using the Application;
- xiii. Share, distribute, or provide your login credentials or authentication tokens to any unauthorized party, or otherwise bypass access control or security features;
- xiv. Represent, imply, or suggest any endorsement, affiliation, or partnership with Lawdify without our prior written consent;
- xv. Systematically retrieve, copy, or compile Application content for use in any commercial database, directory, or similar resource without Lawdify's written authorization;
- xvi. Trick, defraud, deceive, or mislead Lawdify or other users, particularly with respect to sensitive credentials, payment information, or system access;
- xvii. Attempt to disable, bypass, or interfere with any security, access restriction, or usage monitoring functionalities integrated into the Application;
- xviii. Use the Application to harass, stalk, intimidate, or threaten Lawdify employees, contractors, or other users;
- xix. Engage in automated or bulk interactions with the Application, including without limitation bots, crawlers, spiders, or offline readers, except as explicitly allowed under a written API license with Lawdify;
- xx. Facilitate or assist any third party, including direct or indirect competitors, to access, replicate, or otherwise exploit the Application's features or content for unauthorized purposes;
- xxi. Use the Application as part of any revenue-generating or commercial service offering to third parties, including consultancies, unless explicitly authorized under a separate agreement;
- xxii. Breach any explicit or implied non-disclosure obligations owed to Lawdify, including obligations arising from separate agreements or common law confidentiality principles.

## 10. USER GENERATED CONTRIBUTIONS

The Application does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable

by other users of the Application and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Application Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

- i. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- ii. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Application, and other users of the Application to use your Contributions in any manner contemplated by the Application and these Terms of Use.
- iii. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Application and these Terms of Use.
- iv. Your Contributions are not false, inaccurate, or misleading.
- v. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- vi. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- vii. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- viii. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- ix. Your Contributions do not violate any applicable law, regulation, or rule.
- x. Your Contributions do not violate the privacy or publicity rights of any third party.
- xi. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- xii. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- xiii. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.
- xiv. Any use of the Application in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Application.

## 11. CONTRIBUTION LICENSE

You and the Application agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Application, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Application. You are solely responsible for your Contributions to the Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## 12. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Application ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## 13. APPLICATION MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Application for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Application or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Application in a manner designed to protect our rights and property and to facilitate the proper functioning of the Application.

## 14. TERM AND TERMINATION

a) *Grounds for Termination.* We reserve the right to terminate these Terms, and consequently any Subscription Agreements You hold, without prior notice if we determine, at our sole discretion, that You have breached or are suspected of breaching any part of these Terms.

b) *Surviving Provisions Post-Termination.* Certain sections of these Terms will remain in effect even after termination. These include: "Intellectual Property Rights" (with specified exceptions), "Confidentiality", "Fees and Payment", "Privacy", "User Representations", "Liability".

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## 15. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Application at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Application. We also reserve the right to modify or discontinue all or part of the Application without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Application.

We cannot guarantee the Application will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Application, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Application at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Application during any downtime or discontinuance of the Application. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Application or to supply any corrections, updates, or releases in connection therewith.

## 16. GOVERNING LAW

These Terms shall be governed by and defined following the laws of Singapore and you irrevocably consent that the courts of Singapore shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

## 17. DISPUTE RESOLUTION

### Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim arising out of or in connection with these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### Binding Arbitration

Any Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore.

The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

### Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be



illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## 18. CORRECTIONS

There may be information on the Application that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Application at any time, without prior notice.

## 19. LIMITATIONS OF LIABILITY

Except where arising from either party's fraud, willful misconduct, violations of applicable law, or infringement, violation, or misappropriation of intellectual property rights or other proprietary rights or confidentiality obligations, the following limitations apply:

Lawdify will not be liable for indirect, special, incidental, or consequential damages, including but not limited to, loss of profits, revenues, data, or opportunities, stemming from or related to this Agreement or the Application, even if advised of the possibility of such damages;

Lawdify's total liability related to this Agreement and/or the Application, irrespective of the cause or theory of recovery, shall not exceed one hundred dollars (\$10). In the event that any liability cannot be disclaimed, excluded, or limited as stated above under applicable law, such liability shall be disclaimed, excluded, and limited to the fullest extent permitted under such law.

## 20. INDEMNIFICATION

You agree to indemnify and hold harmless Lawdify and its affiliates, executives, advisors, employees, subcontractors, agents, and their successors from any claims, damages, or payments resulting from the User's violation of these Terms. This includes, but is not limited to:

- i. All liabilities, expenses, and damages arising from the willful misuse of the Application by You, including the downloading and usage of Content;
- ii. Ensuring they own or have sufficient permissions or rights for documents uploaded into the Application.

You will defend and indemnify Lawdify against all costs, including legal fees, should a third party make a claim due to or arising out of:

- i. use of the Application;
- ii. breach of these Terms of Use;
- iii. any breach of your representations and warranties set forth in these Terms of use;
- iv. your violation of the rights of a third party, including but not limited to intellectual property rights; or
- v. any overt harmful act toward any other user of the Application with whom you connected via the Application. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 21. USER DATA

We will maintain certain data that you transmit to the Application for the purpose of managing the performance of the Application, as well as data relating to your use of the Application. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Application. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## 22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Application, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Application, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE APPLICATION. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **23. MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the Application or in respect to the Application constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Application. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **24. CONTACT US**

In order to resolve a complaint regarding the Application or to receive further information regarding use of the Application, please contact us at:

**Email:** [contact@lawdify.ai](mailto:contact@lawdify.ai)