



QUANT LEGALTECH **TERMS OF USE AGREEMENT**

Welcome to quantlegaltech.com, the website and online services of Quant LegalTech Pte. Ltd. and its subsidiaries (collectively referred to as “**Quant LegalTech**,” “we,” or “us”). This document explains the terms by which you may use our web-based and/or mobile services, website, software and services (the “**Services**”). By accessing or using the Services or any component thereof, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement (“**Agreement**”). This Agreement applies to all visitors, users and others who access the Services (“**Users**”).

1. Use of Our Services

A. Right to Use

Use of the Services or any component thereof is subject to your compliance with this Agreement and the acceptance of its terms as being legally binding. In addition to the terms of this Agreement, the use of our premium services including, but not limited to; **Complius®**, **Contractum™**, **Legal Update Service**, **Tranzaxions®**, **VDR**, **VC Works**, **ESOP tools and other productivity tools and services**, may also be subject to the execution of a separate written or click-to-accept licence (“**Subscription Agreement**”). We reserve the right to amend this Agreement from time to time. Your continued use of the Services after any such change constitutes your acceptance of the new Terms of Use.

B. User Accounts

Access to the Services may require the registration of User accounts established via this website and/or the applicable Subscription Agreement. We encourage you to use “strong” passwords with your account. You must notify Quant LegalTech immediately of any breach of security or unauthorized use of your account. Quant LegalTech will not be liable for any losses caused by any unauthorized use of your account. By providing Quant LegalTech your User email addresses you consent to our using the email addresses to send you Services-related notices. We may also use your email addresses to send you other messages, such as enhancements to features of the Services and special offers.

C. Rules Applicable to the Services

You agree not to engage in any of the following prohibited activities:

- (i) Unauthorised copying or distributing components of the Services other than for the purposes of their intended use within your organization;
- (ii) attempting to interfere with or compromise the system integrity or security of the Services;
- (iii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;



- (iv) uploading invalid data, viruses, worms, or other software agents through the Services;
- (v) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- (vi) interfering with the proper working of the Services;
- (vii) accessing any content on the Services through any technology or means other than those provided or authorized by us; or
- (viii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.

We may, without prior notice, change the Services; stop providing the Services or any part or feature thereof, or create usage limits on the Services. We may permanently or temporarily terminate or suspend your access to the Services without liability, if in our sole determination, you violate any provision of this Agreement, or if you are delinquent in payment for use of the Services (if applicable).

2. User Content

Some components of the Services allow Users to upload content "**User Content**"). You retain ownership of your User Content. You agree not to post User Content that: (i) may create a risk of harm, (ii) contains any information or content that is unlawful; (iii) contains any information or content that you do not have a right to make available.

For the avoidance of doubt, nothing in this Agreement shall grant any Intellectual Property Rights to Quant LegalTech with respect to your User Content.

3. Grant of Use Rights

You are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use such components of the Services as are expressly provided for herein from time to time or otherwise specified in the Subscription Agreement. Quant LegalTech reserves all rights not expressly granted herein in the Services and the Quant LegalTech Content (as defined below). Quant LegalTech may terminate this grant of use at any time for any reason.

4. Our Proprietary Rights

Except for your User Content, the Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, services marks, copyrights, photographs, audio, videos, music (the "Quant LegalTech Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Quant LegalTech. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish,



adapt, edit or create derivative works from any materials or content accessible via the Services. Use of the Quant LegalTech Content or materials included in the Services for any purpose not expressly permitted by this Agreement is strictly prohibited. You may choose to or we may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Quant LegalTech under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

5. Pricing and Subscriber Billing Policies

Pricing for the Services shall be as set out herein and as determined by any applicable Subscription Agreement. Pricing shown on our website as well as continued availability of Services as shown on the website is subject to change at any time at our discretion.

Suspension for Non-Payment: Quant LegalTech may suspend User's access to all or any part of the Services for cause upon 10 days' notice to Customer of non-payment of any amount due hereunder if such amount remains unpaid at the expiration of 30 days.

6. No Professional Advice

The Services provides information regarding legal compliance obligations for information purposes only and should not be construed as professional advice. To interpret and comply with legal compliance obligations you should seek independent professional advice from a lawyer or person who is licensed and/or qualified in the applicable area.

7. Privacy

We care about the privacy of our Users. Our Personal Data Protection Policy can be found on <https://quantlegaltech.com/privacy-policy/>. By using the Services, you are consenting to have your personal data collected, used, transferred to and processed in Singapore and/or the country in which you operate.

8. Security

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

9. Third-Party Links



The Services relies on links to third-party websites that are not owned or controlled by Quant LegalTech. These links change periodically and/or may suffer outages. Quant LegalTech does not assume any responsibility for resources that are not available from any such third-party sites, including information or services. You expressly relieve Quant LegalTech from any and all liability arising from your use of any third-party website, services, or content. Should your Services include introductions to third party professional services you agree that such services are subject to your own evaluation and judgement.

9. Indemnity

You agree to defend, indemnify and hold harmless Quant LegalTech and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code.

10. No Warranty

THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM QUANT LEGALTECH OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, QUANT LEGALTECH, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICES. QUANT LEGALTECH DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES OFFERED BY A THIRD PARTY THROUGH THE QUANT LEGALTECH SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICES.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL QUANT LEGALTECH, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QUANT LEGALTECH ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; IN NO EVENT SHALL QUANT LEGALTECH, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO QUANT LEGALTECH HEREUNDER. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF QUANT LEGALTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION

12. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written agreement. This Agreement may be assigned by Quant LegalTech without restriction.

13. General

Governing Law.

- (i) Subject to sub-paragraph (iii) this Agreement shall be governed by the laws of Singapore and any claim or dispute between you and Quant LegalTech that arises in whole or in part from the Services shall be decided exclusively by the courts of Singapore.
- (ii) This Agreement, together with any amendments and any additional agreements you may enter into with Quant LegalTech in connection with the Services, including Subscription Agreements, shall constitute the entire agreement between you and Quant LegalTech concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the



validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

- (iii) For Services subscribed for in India alone, the governing law shall be Indian law with the forgoing provisions applying mutatis mutandis and disputes being heard by the courts of Bengaluru.

14. No Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Quant LegalTech's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.