

# Legal Vendor Terms and Conditions for Brightflag

Last updated: 15 November 2023

## 1 WHO WE ARE AND WHAT THESE TERMS DO

- 1.1 The software application known as Brightflag (the “**Platform**”) is made available as a service to legal vendors by Brightflag for use in accordance with these terms and conditions (“**Terms**”).
- 1.2 When we refer to “**Brightflag**”, “**we**”, “**our**” or similar, in these Terms we mean the entity identified in section 11.6 as party to these Terms.
- 1.3 When we say “**you**” in these Terms, we mean (except in the rest of this paragraph) the company, partnership or other natural or legal person (“**Legal Vendor**”) on whose behalf you are using the Platform to upload or access invoices and / or to provide any other information to the Platform. If one Legal Vendor permits another Legal Vendor with which it is affiliated to use the Platform via its account, that other Legal Vendor enters into these Terms with us in the form of a separate bilateral contract. By accepting these Terms, you confirm that you have authority to accept these Terms on behalf of any Legal Vendor on whose behalf you are using the Platform. When we refer to “**Platform Data**” in these Terms we mean all data processed by Brightflag including any personal data you or a Customer upload or submit through the Platform.
- 1.4 Your access to, and use of, the Platform is subject to your acceptance of and compliance with these Terms. By accessing or continuing to access the Platform, you agree to the terms and conditions as outlined in these Terms.
- 1.5 These Terms are between you and Brightflag only and do not affect, and are not impacted by, any agreement you may have with other users of the Platform (for example, with clients of yours or customers of Brightflag that use the Platform (“**Customers**”)).
- 1.6 If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these terms; (ii) you have read and understand these Terms; and (iii) you agree on behalf of the party that you represent to these Terms.
- 1.7 We have an agreement in place with your client (our Customer) which requires us to maintain the confidentiality of any information you submit to us on their behalf. Brightflag is a data processor under this agreement and the Customer is a data controller. Your use of the Platform is that of a subcontractor of the Customer under this agreement.

## 2 PLATFORM ACCOUNT

- 2.1 To use the Platform, you must create an account.
- 2.2 When creating an account, you must use your full legal name (whether you are an individual, company, partnership or other legal entity).
- 2.3 You warrant and represent that the information provided when creating your account is complete, true and accurate in every respect and is not misleading in any respect. You must promptly update your account if any of this information changes from time to time.
- 2.4 You are responsible for keeping your password confidential, safe and secure. If you know

or suspect that anyone other than you knows your password or believe its integrity has been compromised, you must change it immediately and notify Brightflag by email to [dpo@brightflag.com](mailto:dpo@brightflag.com). You are responsible for any actions taken by anyone accessing your account where you have provided them with your login details (including where you permit another Legal Vendor with which you are affiliated to use your account) or have been reckless with your account security and for ensuring that they comply with these Terms (including section 4.1).

2.5 You must notify Brightflag immediately by email to [dpo@brightflag.com](mailto:dpo@brightflag.com) of any unauthorised use of your Account of which you become aware.

### **3 LIMITED RIGHT OF USE**

You may access and use the Platform, including any supporting documentation we make available, solely for the purposes set out in the supporting documentation we publish in or on the Platform. You must not access or use it for any other purpose.

### **4 USER RESPONSIBILITIES**

4.1 You agree that you will not:

4.1.1 use the Platform in any way that damages the Platform or impairs the performance, availability or accessibility of the Platform;

4.1.2 lease, sub-license, loan, resell, provide, include as a part of a service or otherwise make available the Platform in any form, in whole or in part, to any person without prior written consent from us;

4.1.3 use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously (for example, by hacking into or uploading or inserting malicious code, such as viruses, or harmful data, into the Platform);

4.1.4 infringe our intellectual property rights or those of any third party in relation to your use of the Platform;

4.1.5 transmit any material that is defamatory, offensive, unlawful, infringes any person's privacy or other rights or is otherwise objectionable in relation to your use of the Platform;

4.1.6 use the Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

4.1.7 collect or harvest any information or data from the Platform or our systems;

4.1.8 conduct any systematic or automated data collection activities, for example scraping, data mining, data extraction or data harvesting;

4.1.9 translate, merge, adapt, vary, alter or modify the whole or any part of the Platform nor permit the Platform or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform on devices as permitted in these Terms;

4.1.10 disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform nor attempt to do any such things, except as required by applicable law; or

4.1.11 access or otherwise interact with our Platform using any robot, spider or other automated means. You are responsible for your own use of the Platform (including all products and services available through it) and compliance with all laws in such respect. You agree not to use the Platform for illegal purposes, including fraud, money laundering, terrorism or other criminal activity.

4.2 It is your responsibility to select, obtain and pay for internet and network access (including excess charges if you exceed any data caps) and any equipment, internet access or services necessary to download, use and access the Platform. We are not responsible for the failure or performance of such internet or network services.

4.3 You are responsible for ensuring that your device and operating system meets the minimum specifications and are configured correctly to use the Platform.

4.4 We reserve the right to notify the appropriate authorities and/or terminate these Terms where we believe or suspect that our Platform is being used for inappropriate or unlawful purposes or in breach of these Terms.

## 5 INTELLECTUAL PROPERTY

5.1 All intellectual property rights in the Platform (including, but not limited to, the general design, imagery and / or any information available through the Platform including all supporting documentation) throughout the world belong to us or our licensors and the rights to the Platform are licensed (not sold) to you as a service. You have no intellectual property rights in, or to, the Platform other than the right to use them in accordance with these Terms.

5.2 The elements of the Platform (including, but not limited to, the general design, imagery and / or any information available through the Platform including all supporting documentation) are protected by copyright, database right, trademark, patent and other laws relating to intellectual property rights. Nothing in these Terms gives you a right to use the Brightflag name, or our or our licensors' trademarks, logos, domain names and other distinctive brand features. You are permitted to download and print any of the information from the Platform solely for your own personal use. You are not entitled to use the content of the Platform for commercial exploitation in any circumstances.

## 6 LIABILITY

6.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so, including for fraud or fraudulent misrepresentation.

6.2 **Limitations to the Platform.** The Platform is provided to enable Customers to manage their legal operations. We are not responsible for any invoices, content, data or information uploaded or shared by you or a Customer and the Platform is not a repository for storing or hosting invoices or information and, accordingly, an original copy should be retained. We are not responsible for our Customers' or other Legal Vendors' actions (or inaction). We do not guarantee that: (a) the Platform (or any part of it) will always be available, secure, error-free, timely, or that defects will be corrected; or (b) the Platform or the systems or servers that make it available will: (i) operate in combination with any other hardware, software, system or data; or (ii) be free from viruses, bugs or other harmful elements. All terms, conditions, warranties and similar implied by law, statute, custom or otherwise are excluded to the maximum extent permitted by law.

6.3 **We are not responsible for events outside our control.** We are not liable for, or responsible if, our provision of the Platform or any other responsibility we have under these Terms is hindered, delayed or otherwise impacted by an event outside our reasonable control.

- 6.4 **We are not liable for certain losses.** We will have no liability to you for (a) any loss of profit, loss of business, damage to reputation, loss of sales or revenue, loss of contracts, loss of goodwill, loss of use or corruption of data, loss arising out of or in connection with a personal data breach in respect of Platform Data, loss of anticipated savings, business interruption, failure by a Customer to pay part or all of any invoice submitted through the Platform, claims by any Customer or others, or loss of business opportunity; or (b) any indirect or consequential loss, costs, damages, charges or expenses; in each case whether or not reasonably foreseeable and even if advised of its possibility.
- 6.5 **Our liability to you is limited.** You agree that it is fair and reasonable to limit the total amount of liability we have to you. To the extent allowed by applicable law, the total aggregate liability of us to you for all losses, damages and claims arising out of or in connection with these Terms or your use or access of the Platform, will not exceed €100 or its equivalent in other currencies.
- 6.6 **Application.** The limitations and exclusions in these Terms apply to all losses, damages or claims arising out of or in connection with these Terms or your use or access of the Platform, whether in contract, tort (including negligence), under statute, or under any other cause of action.

## 7 **PRIVACY AND DATA TRANSFERS**

- 7.1 In respect of all Platform Data, Brightflag acts as a processor of the Customer only and does not process or determine the purpose and means of processing of any personal data on your behalf. This includes any personal data you or a Customer uploads or submits through the Platform.
- 7.2 You are required to comply with all laws, rules and regulations applicable to you and binding on you in the use of the Platform including, but not limited to, transfer (including, but not limited to, international data transfers), disclosure and processing of personal data (including Platform Data). You represent to us that you have provided all necessary privacy notices and obtained all necessary consents and that any transfer of data by you via the Platform will be effected in compliance with all applicable laws.

## 8 **CHANGES TO THE PLATFORM**

- 8.1 We may change (including by removing feature and benefits), stop or suspend the form, nature, features and functionality of the Platform from time to time (for individual users, categories of users, users in specific jurisdictions or all users) without prior notice to you.

## 9 **CANCELLATION / TERMINATION**

- 9.1 You may terminate these Terms by deleting your account, after which you will no longer have access to the Platform.
- 9.2 Brightflag may immediately suspend, restrict or terminate your access to the Platform and/or terminate these Terms (without compensation in any case) if Brightflag suspects or becomes aware that that you or any person for whom you are responsible have breached these Terms. Brightflag may monitor your and your authorised users use of the Platform to ensure compliance with these Terms.
- 9.3 On termination of these Terms for any reason, all rights granted to you under these Terms cease and you must immediately cease all activities authorised by these Terms, including accessing and using the Platform.

- 9.4 The termination of these Terms does not affect any of our or your accrued rights, obligations or any provisions of these Terms which are intended to survive or commence after termination.

## **10 AMENDING THESE TERMS**

Brightflag has the right to change these Terms from time to time. It is your responsibility to review the most recent version of these Terms frequently and remain informed of any changes to it. We will notify you of any material changes via the Platform such as by posting them on it, in-Platform notifications or by email or other means. Any such changes are effective from the date specified in the notice. By accessing or using the Platform after changes take effect, you agree to be legally bound by the amended Terms. The updated version of these Terms shall supersede all earlier versions

## **11 GENERAL**

- 11.1 These Terms represent the entire understanding between you and us concerning the Platform (and all related matters) and override and supersede all prior agreements concerning it (whether written, oral or implied) which are hereby revoked by mutual consent. You confirm that you have not relied upon, and have no remedies in respect of, any representations, terms or conditions except those set out in these Terms. This does not exclude any liability for fraud and/or fraudulent misrepresentations.
- 11.2 Any failure by us to exercise or any delay by us in exercising a right or remedy does not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver by us of any breach of, or any default under, any provision of the Terms is not a general waiver or a waiver of any subsequent default or breach and in no way affects the other terms of these Terms.
- 11.3 In these Terms, the singular includes the plural and the masculine includes the feminine and neuter and vice versa. The section headings do not form a part of these Terms.
- 11.4 If any provisions of these terms and conditions are found to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms and conditions are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect.
- 11.5 You may not assign, sub-licence or otherwise transfer any of your rights under these Terms. We may transfer our rights and obligations under these Terms to another organisation.
- 11.6 The Brightflag entity entering into these Terms, the address to which you should direct notices under these Terms, the governing law that will apply in any dispute or lawsuit arising out of or in connection with these Terms, and the courts that have exclusive jurisdiction in connection with the Terms and all such matters and disputes or lawsuit (including non- contractual disputes), depend on where you are domiciled as set out in the following table:

<b>If you are domiciled in:</b>	<b>The Brightflag entity entering into these Terms is:</b>	<b>Notices should be addressed to:</b>	<b>Governing law is:</b>	<b>Courts with exclusive jurisdiction are:</b>
The United States of America, Mexico or a country in Central or South America or the Caribbean	Brightflag Inc., a Delaware corporation	PO Box 4668, PMB 80610 New York, New York 10163-4668 US Email: <a href="mailto:notices@brightflag.com">notices@brightflag.com</a> attn: Legal Department	New York and controlling United States federal law	New York, New York, U.S.A.
A country in Europe, Canada, the Middle East or Africa	Shine Analytics Limited, a private limited company incorporated in Ireland	77 Lower Camden Street, Dublin, D02 XE80, Ireland Email: <a href="mailto:notices@brightflag.com">notices@brightflag.com</a> attn: Legal Department	Ireland	Ireland
A country in Asia, the Pacific region, Australia or New Zealand	Brightflag Australia PTY Limited, a private company incorporated in Australia	Suite 2, Level 10, 65 York Street, Sydney, NSW 2000 Email: <a href="mailto:notices@brightflag.com">notices@brightflag.com</a> attn: Legal Department	New South Wales, Australia	New South Wales, Australia