
USER TERMS OF SERVICE

UPDATE DECEMBER 2023: EFFECTIVE FROM 19 DECEMBER 2023, ALL REFERENCES IN THESE TERMS AND CONDITIONS TO “ANNOTATE” MEANS OPUS 2 INTERNATIONAL LIMITED OF 5 NEW STREET SQUARE, LONDON, ENGLAND, EC4A 3BF.

Effective 25 May 2018

User Terms of Service

These User Terms of Service (the “**User Terms**”) govern your access and use of our online document collaboration and platform (the “**Services**”). Please read them carefully. Even though you are signing onto an existing workspace, these User Terms apply to you as a user of the Services. If you do not agree with these User Terms, do not register or use any of the Services.

These User Terms are Legally Binding

These User Terms are a legally binding contract between you and us. If you access or use the Services or continue accessing or using the Services after being notified of a change to the User Terms, you confirm that you have read, understand and agree to be bound by the User Terms. “**We**”, “**our**” and “**us**” currently refers to the applicable Annotate entity in the Contract (defined below).

We reserve the right to modify these User Terms. We will post the most current version of these Terms at www.annotate.com. If we make material changes to these Terms, we will notify you via the Services and/or by email to the address associated with your account. If you do not accept the changes, you must stop using and cancel your account by emailing legal@annotate.com. Your continued use of our Services after we publish or send a notice about our changes to these User Terms means that you are consenting to the updated terms.

Customer’s Choices and Instructions

You are an Authorised User on an Annotate Account Installation Controlled by a “Customer”.

Annotate Account Installation means: an instance of the Annotate product.

An organization or other third party that we refer to in these User Terms as “Customer” has invited you to an Annotate Account Installation. If you are joining one of your employer’s Annotate Account Installations, for example, Customer is your employer. If you are joining an Annotate Account Installation created by your friend using her personal email address to work on her new project idea, she is our Customer and she is authorizing you to join her Annotate Account Installation.

What This Means for You and for Us

Customer has separately agreed to our Customer Terms of Service or entered into a written agreement with us (in either case, the “**Contract**”) that permitted Customer to create and configure an Annotate Account Installation so that you and others could join (each invitee granted access to the Services, including you, is an “**Authorised User**”). The Contract contains our commitment to deliver the Services to Customer, who may then invite Authorised Users to join its Annotate Account Installation). When an Authorised User (including, you) submits content or information to the Services, such as messages or files (“**Customer Data**”), you acknowledge and agree that the Customer Data is owned by Customer and the Contract provides Customer with many choices and control over that Customer Data. For example, Customer may provision or deprovision access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign Workspaces, Topics or Chats, or consolidate your Workspace, Topics or Chats with other Workspaces, Topics or Chats, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

The Relationship Between You, Customer and Us

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER’S RESPONSIBILITY TO (A) INFORM YOU AND ANY AUTHORISED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORISED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE CONTRACT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORISED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER’S FAILURE TO FULFILL THESE OBLIGATIONS. ANNOTATE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS.

While You Are Here, You Must Follow the Rules

To help ensure a safe and productive work environment, all Authorised Users must comply with our Acceptable Use Policy and remain vigilant in reporting inappropriate behaviour or content to Customer and us.

Acceptable Use Policy

You agree you will not, nor will you encourage others or assist others, harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organization or Annotate and/or to build a similar service or website. You must not: (a) damage, disable, overburden, or impair the Service (or any network connected to the Services); (b) resell or redistribute the Services or any part of it; (c) use any unauthorised means to modify, reroute, or gain access to the Services or attempt to carry out these activities; (d) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by Annotate) to access or use the Services; (e) use the Services beyond the features allocation and amounts provided in that Service or in violation of our fair use policy; (f) use the Services to violate any law or distribute malware or malicious information or Data ; or (g) distribute, post, share information or information that you don't have the right to or is illegal.

As part of our efforts to protect the Service, protect our customers, or to stop you from breaching these User Terms we retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services.

We also reserve the right to deactivate, change and/or require you to change your Annotate user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services.

Term

These User Terms remain effective until Customer's subscription for you expires or terminates, or your access to the Services has been terminated by Customer or us. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms.

Limitation of Liability

If we believe that there is a violation of the Contract, User Terms, the Acceptable Use Policy, or any of our other policies that can simply be remedied by Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Authorised Users, or any third parties. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED POUNDS (£100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

Application of Consumer Law

Annotate is a workplace tool intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If however any consumer do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to Customer of pre-paid fees for your subscription covering the remainder of the term.

Survival

The sections titled "The Relationship Between You, Customer, and Us," "Limitation of Liability," and "Survival," and all of the provisions under the general heading "General Provisions" will survive any termination or expiration of the User Terms.

General Provisions

Email and Notices

Except as otherwise set forth herein, all notices under the Contract will be by email. Notices to Annotate will be sent to contact@annotate.com except for legal notices, such as notices of termination or an indemnifiable claim, which must be

sent to legal@annotate.com. Notices will be deemed to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

Privacy Policy

Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our products.

Modifications

As our business evolves, we may change these User Terms or the Acceptable Use Policy. If we make a material change to the User Terms or the Acceptable Use Policy, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of the User Terms at any time by visiting this page, and by visiting the following for the most current versions of the other pages that are referenced in these User Terms: Acceptable Use Policy and Privacy Policy. Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

Waiver

No failure or delay by either party in exercising any right under the User Terms, including the Acceptable Use Policy, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorised representative of the party being deemed to have granted the waiver.

Severability

The User Terms, including the Acceptable Use Policy, will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, including the Acceptable Use Policy, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

Governing Law; Venue; Waiver of Jury Trial; Fees

These User Terms & Acceptable Use Policy, and any disputes arising out of or related hereto, will be governed exclusively by and construed in accordance with English law, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. Each party irrevocably submits to the exclusive jurisdiction of the English courts with respect to any dispute or matter arising out of or connected with these User Terms.

Entire Agreement

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy). Customer will be responsible for notifying Authorised Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.