

MAIGON PPC

TERMS OF SERVICE

These terms of service (“**Terms**”) govern the use of MAIGON PPC, a digital artificial intelligence-based tool for review of privacy policies (“**PP**”) as further described herein (“**Service**”). By accepting these Terms, an agreement is entered into by you (“**Customer**” and/or “**you**”) and Maigon AB, company registration number 559246-2591, having its registered address at c/o SYNCH ADVOKAT AB, BOX 3631, 103 59 Stockholm (“**Maigon**”, “**we**” and/or “**us**”), each a “**Party**” and collectively the “**Parties**”.

THE SERVICE

Subject to these Terms, Customer is granted a right to access and use the Service for its intended purpose.

The Service is a tool for reviewing privacy policies based on the requirements stated in Articles 13 and 14 of the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”).

The Service may be accessed through Maigon’s webpage (<https://privacypolicycheck.ai/>) (“**Webpage**”).

To use the Service, you will have to copy-paste or upload a PP in .DOCX format on the Webpage and follow the instructions given there, including providing the requested contact and payment details.

Any PP to be evaluated must be in English. After review of the PP, a result (“**Result**”) will be provided to you.

The Result consists of (i) lists of GDPR requirements addressed/not addressed and (ii) extracted clauses for each of the addressed GDPR requirements, with a possibility to fill-in all the non-addressed GDPR requirements in the PP with “Fix It With

AI”-functionality. Gaps are “fixed” by embedding legal templates addressing the respective GDPR requirements (template clauses).

You may use the chat functionality embedded in the Website at any step of the process in the Service in order to ask questions regarding the Service.

CUSTOMER RESPONSIBILITIES, USAGE AND CONTENT OF THE SERVICES

The Customer will:

- (a) only use the Service for its intended purpose as described above,
- (b) pay the fees for the Service,
- (c) be responsible and liable for all its users’ compliance with these Terms,
- (d) be solely responsible for the control and verification of any Customer data submitted and/or used by Customer in connection with the Service,
- (e) procure that all Customer data and Customer’s processing thereof is in compliance with any applicable laws and regulations, including but not limited to any applicable data protection and privacy laws and regulations,
- (f) inform Maigon prior to any transfer of personal data to Maigon. Such information shall describe the types of personal data, categories of data subjects and the Customer’s purposes for processing the personal data. Customer undertakes to take all appropriate measures to ensure the safe and lawful processing of personal data, including but not limited to, entering into a written data processing agreement with Maigon,
- (g) not make the Service available to any third party,

- (h) not use the Service for any illegal, harmful, offensive, immoral or unauthorised purposes or in a way that violates applicable laws, or creates a material adverse effect on Maigon, or take any action that imposes or may impose (in Maigon's sole discretion) an unreasonable or disproportionate burden on Maigon's and/or Maigon's supplier's technical infrastructure; and
- (i) not alter, develop, adjust, decompile or reverse engineer the Service to access Maigon's intellectual property or to violate the security or integrity of any network, computer or communication system, software, application or network computing device.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Service belongs, or are licensed, to Maigon. Nothing in these Terms shall be construed as a transfer of any intellectual property right or any other right to Customer. Customer is only granted the limited right to use the Service as described above.

The PP and the Result provided based on the content of the PP constitute user generated materials ("**User Materials**"). Customer warrants that it has all necessary rights to provide Maigon with the User Materials and to grant Maigon the rights set out herein.

Maigon does not claim ownership in any intellectual property rights to User Materials, which shall remain with Customer or Customer's licensor.

PROCESSING OF PERSONAL DATA

In connection with the Service, we collect and process personal data in accordance with our privacy notice (available here <https://privacypolicycheck.ai/privacy>) ("**Privacy Notice**").

NO WARRANTY

Customer hereby acknowledges that the Service is provided in BETA version and understands that despite internal testing, the Service may contain errors, omissions or other malfunctions and that Customer cannot solely rely on the Result, as the Service is intended to be used together with a manual review.

The Service, including but not limited to the Result, its components and/or Webpage are provided strictly 'as is' without warranties of any kind. Any use of the Service is done at Customer's own risk and responsibility. Maigon does not provide any warranties, express or implied or otherwise, as to the availability, accessibility, quality, fitness for any particular purpose, suitability or accuracy of the Service or any part thereof, including the Result and/or Webpage.

Customer acknowledges and agrees not to rely on the Service for any purpose which is of importance to Customer since there may be situations where the Service will not be available, e.g. due to planned or unplanned maintenance or circumstances beyond Maigon's control. In addition, Maigon reserves the right to modify the Service at its sole discretion, e.g., by modifying, adding or removing functionality without any prior communication to Customer.

Notwithstanding the abovementioned, Maigon may refund fees paid by Customer to Maigon in the event of an unexpected server error resulting in the Service being unavailable to process the PP provided by Customer to the Service after the corresponding payment has been received by Maigon.

NO CLIENT-ATTORNEY RELATIONSHIP

Neither the Service or the Result constitutes legal advice, nor does either establish any form of attorney-client relationship between Customer and Maigon.

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NETWORK FEES AND ACCESS

Customer is responsible for all costs associated with securing its own systems' functionality, compatibility with the Service as well as access to the network necessary to use the Service.

INDEMNITY AND LIMITATION OF LIABILITY

Customer shall be liable for any losses caused by its breach of these Terms, including but not limited to any misuse of the Service, and agrees to indemnify Maigon in relation to any claims, costs (including reasonable legal costs), damages, expenses, liabilities and losses incurred in relation to Customer's breach of these Terms or any applicable law as well as against any claim of infringement related to the User Materials.

Except for losses which may not be excluded or limited by law, Maigon is not liable to Customer or any third party for any lost profits, loss of income, loss of revenue, business interruption or loss of goodwill or any indirect or consequential losses of any kind arising out of, or in connection with, the Service and/or Result. Neither is Maigon responsible for any third-party claims made against Customer.

In any event shall Maigon's total liability under these Terms be limited to direct losses caused by Maigon's negligence and shall under no circumstances exceed an amount corresponding to twenty-five percent (25%) of the fees paid by Customer for the Service during the year when the loss occurred.

TRANSFER

Customer may not assign or transfer any rights or obligations under these Terms. Maigon may assign or transfer its rights under these Terms without Customer's consent.

CONFIDENTIALITY

Each Party agrees to keep secret all information received from the other Party which is designated as confidential or which should

otherwise be reasonably considered as confidential. Confidential information shall not be used by either Party for any purpose other than fulfilling its obligations and complying with these Terms.

The provisions of this clause shall not apply to any confidential information which the receiving Party can demonstrate:

- (a) was in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
- (b) is or becomes public knowledge other than by breach of these Terms; or
- (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- (d) is independently developed without access to the confidential information; or
- (e) is required to be disclosed according mandatory law, rule, regulation, applicable stock exchange rules or a court order.

The provisions of this clause shall survive the termination of these Terms and for a period of three (3) years thereafter.

Upon request by the disclosing Party or upon termination of these Terms, the receiving Party undertakes to return and/or destroy, as requested, any materials containing confidential Information, as well as any copies of such information. If such confidential information and/or copies thereof cannot be returned, the receiving Party undertakes to destroy it.

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APPLICABLE LAW AND DISPUTES

These Terms shall be governed by and construed in accordance with Swedish law, without regard to its conflict of laws rules.

Any dispute or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be

finally settled by Swedish courts, with the Stockholm District Court as the first instance, unless otherwise provided by mandatory law.