

Terms of Service

Effective April 5, 2024

General

IPRally service (the “Service”) is offered by IPRally Technologies Oy (“IPRally”), a company incorporated in Finland under business ID 2901197-7.

These Terms of Service (the “Terms”) shall be applied when IPRally provides the Service described in the Software as a Service (SaaS) Agreement (the “Agreement”) to the customer (the “Customer”) and its users. IPRally and the Customer are hereinafter referred to together as the “Parties” and each a “Party”.

The Terms shall also be applied to individual trial users and the organizations they represent (also referred to as the Customer herein), taking into account what is stated in section “Trial subscriptions”.

IPRally may introduce additional specific terms, for example to cover specific optional functionalities in the Service. Such additional specific terms apply only if the Customer approves such terms in the Agreement or subsequently in the Service.

If there is an inconsistency between the Agreement, these Terms and any additional specific terms by IPRally, the prevailing order shall be as follows: 1) The Agreement; 2) IPRally additional specific terms (if applicable); 3) These Terms.

By starting or continuing the use of the Service, the Customer and its users accept these Terms. If you are using the Service as the Customer’s administrator (the “Admin user”) or as other user, you agree to use the Service in compliance with these Terms. The Customer shall be fully responsible for its Admin users and other users and for their compliance with these Terms. For the purposes of these Terms, “you” refers to the Customer and/or its users, as applicable.

General responsibilities, restrictions and limitations

- a) You may not share, distribute or reveal your access credentials to the Service with any other party. The access credentials are strictly for personal use.
- b) You may not misuse the Service by interfering with its normal operation, or by attempting to access it or extract data therefrom using a method other than through interfaces and instructions the Service provides.
- c) You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service by any automated “scraping”; or (ii) using any automated system, including without limitation “robots,” “spiders,” etc., to access the Service in a manner that sends more request messages to the Service than a human can reasonably produce in the same period of time.
- d) You may not reproduce, distribute or publicly display the Service.

IPRally has the right to suspend or terminate accounts if it detects misuse or has another reason to believe that Customer doesn’t comply with provisions a) - d).

Responsibilities, restrictions and limitations relating to and handling of User-generated content

“User-generated content” means text data you enter or upload into the Service.

- a) You are responsible that you are
 - an authorized owner or holder of User-generated content entered to the Service and
 - allowed to enter the User-generated content into the Service.

b) IPRally will not

- gain ownership of User-generated content,
- share, distribute or disclose User-generated content to any third party, or
- use User-generated content for any other purposes than required for performing functions of the Service.

c) You may permanently delete all your User-generated content, taking into account ordinary backup storage periods.

Handling of personal data

IPRally takes appropriate technical and organizational measures to protect the security, confidentiality and integrity of personal data, as required by the General Data Protection Regulation and defined in more detail in its Privacy Policy (<https://www.iprally.com/legal/privacy-policy>). The Privacy Policy contains information that you should review prior to using the Service.

To the extent IPRally acts as a data processor on behalf of the Customer, the IPRally Data Processing Agreement (www.iprally.com/legal/data-processing-agreement), or, if such agreement exists, a separate Data Processing Agreement signed with the Customer, governs the processing of personal data between the Customer and IPRally.

Handling of other data

IPRally may collect anonymous and/or aggregated usage data from the Service, including but not limited to aggregated data on the usage of individual features of the Service, and transfer such data to third party services for analytics purposes and for allowing improvement and optimisation of the Service. For the sake of clarity, such usage data shall not contain any User-generated content.

Data security

IPRally employs commercially and technically reasonable security measures to protect your information. IPRally has implemented a variety of safeguards to protect the security of the platform, including encrypting web connections to protect data transmissions and preventing unauthorised access to its servers and facilities. However, no information system is impenetrable. You are responsible, with means available, for protecting the security of your account and all activities that occur under the account or in connection with the Service. You must immediately notify IPRally of any unauthorised use of the account or the Service or any other breaches of security by e-mailing at support@iprally.com.

Intellectual property rights

You, or the lawful owner of the respective content, own the intellectual property rights of the User-generated content as defined in section “Handling of User-generated content”.

Elements of the Service, in particular the visual interfaces, graphics, design, compilation, information, data, computer code, products, software, services and templates (“Materials”) thereof provided by IPRally are owned by IPRally and protected by intellectual property rights laws and other laws. The Materials included in the Service are the property of IPRally or its third party licensors. Except as expressly stated herein, these Terms do not grant the Customer, or any users any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks, product names, know-how or any other rights or licenses in respect of the Service or Materials.

Changes to Terms

Unless otherwise agreed in the Agreement, IPRally may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to the Service, and to account for new functionalities therein. The most current version will be available at the Service and/or posted to you via e-mail. If an amendment is material, as determined at IPRally’s sole discretion, IPRally will notify you via e-mail or you will be notified upon

login to the Service. Changes will be effective no sooner than the day they are made available. If you do not agree to the Terms, you should stop using the Service. Continued use of the Service indicates acceptance of the Terms.

Changes to the Service

IPRally constantly develops the Service by adding, altering or removing functionalities therein without prior notice. IPRally may limit, suspend or discontinue the Service or part thereof at its discretion. In case the Service or a substantial part thereof is discontinued, you will be given a chance to obtain a copy of the User-generated content from the Service or said part thereof. If the Service as a whole is discontinued, the Customer is entitled to a refund of the pre-paid fees relating to time after discontinuation.

Limitations of liability

IPRally endeavors towards maintaining high quality of the Service and correctness of data available through the Service. However, IPRally is not responsible for any discomfort or damage caused to the Customer or its users by either correct or potentially incorrect data in the Service or functioning of the Service. In any case, to the extent permitted by applicable law, the liability of IPRally, its affiliates, officers, employees, agents, suppliers and licensors arising in connection with the Service will not exceed the amount paid by the Customer to IPRally for the Service during the 12 months prior to the event giving rise to liability.

Account and Service setup

By default, IPRally creates one or more Admin user accounts for the Customer and sets the number of licenses available. Admin users will have the right to invite other users from within the same organization, as far as there are licenses available, through the account management page, to appoint additional Admin users, and to enable, disable or customize features and additional modules of the service that apply to all users of the Customer. By doing so, the Admin user assures that he/she is in the position to do so and is acting in accordance with Customer's policies. The invited users will receive account activation instructions by e-mail. Licenses can be transferred during the subscription term between users of the same organization by Admin users. You are not allowed to invite users from outside of the Customer's organization. You will not be eligible for a refund for licenses that are not activated or used. IPRally is not responsible for account activation e-mails that are stuck in e-mail filters that are not under the control of IPRally. Support requests relating to account or Service setup should be sent to support@iprally.com.

Payment, renewal and cancellation of subscription

The Customer agrees to pay all applicable fees related to the use of the Service, as defined in the Agreement.

Unless specifically otherwise agreed in the Agreement, IPRally shall have the right to change the fees related to the use of the Service by notifying the Customer of the new fees at least sixty (60) days prior to the ending of the agreed subscription term. If no notification is made to the Customer, IPRally shall have the right to automatically increase the fees for the Service but such increase may not exceed 10%. The new fees shall become effective at the beginning of the next subscription term.

Unless specifically otherwise agreed in the Agreement, the subscription to the Service is automatically renewed with Terms and fees valid at the time unless the Customer cancels it by notifying IPRally by e-mail at support@iprally.com or via the account management page, if such function is available, at least thirty (30) days prior to ending of the then-current subscription term.

IPRally reserves the right to terminate the Agreement immediately, if: (1) the Customer or its user breaches any terms and conditions provided in the Terms or otherwise in the Agreement, or (2) if due payment is not received, provided that in each case (1) and (2), such breach or failure to pay due payment is not remedied within 30 days from IPRally's written notice thereof to the Customer.

Suspension and termination of services

The Customer may terminate subscription to the Service at any time through account management page, or if such page is not present or accessible, through e-mail to support@iprally.com. Such termination will result in deactivation or disablement of the Customer's and its users' accounts. In case of termination during a billing cycle,

no refund will be paid unless required by law or unless IPRally has materially breached these Terms and failed to cure the breach within 30 days after written notification thereof.

Links to other websites

The Service may contain links to third party websites or software solutions, such as Google Patents, Espacenet or other patent databases. These links are provided solely as a convenience to you. By linking to these websites or solutions, we do not create or have an affiliation with, or sponsor such third party websites or solutions. The inclusion of links within the Service does not constitute any endorsement, guarantee, warranty, or recommendation of such websites or solutions. IPRally will not share any User-generated content with those websites or solutions.

IPRally has no control over the legal documents and privacy practices of third party websites or solutions, and by using them, you may be giving those third parties permission to use or control your information in ways IPRally would not. As such, you access any third party websites at your own risk. IPRally doesn't guarantee the correctness of the information in the linked resources and does not give any uptime guarantees for these websites.

Notices

By using the Service, you consent to receiving e-mails from IPRally. These e-mails may include notices about applicable fees and charges, transactional information and other information concerning or related to the Service. These e-mails are part of your relationship with IPRally.

Miscellaneous

IPRally is allowed to use the Customer's name and logo as a public reference, unless otherwise agreed between IPRally and the Customer.

The Customer may not assign or transfer these Terms or any of its rights or obligations hereunder without IPRally's prior written consent. IPRally may assign or transfer these Terms or any of our rights or obligations hereunder at any time upon written notice to the Customer. These Terms are binding on any respective successors and assignees.

Trial subscriptions

IPRally may grant and terminate trial subscriptions at its sole discretion. These Terms and any additional specific terms, as applicable for the scope of the trial, as determined by IPRally, apply to trial subscriptions, apart from the following clauses:

- Third sentence of section "Changes to the Service" (obtaining a copy of User-generated content in case of discontinuation of the Service or part thereof)
- First paragraph of section "Miscellaneous" (use of Customer's name and logo)

IPRally reserves the right to provide additional terms and conditions regarding the trial subscriptions.

Governing laws

These Terms are governed by and construed in accordance with the laws of Finland, without giving effect to its choice of law provisions. Any dispute or claim arising out of or in connection with the Terms, failing amicable arrangement, shall be settled and submitted to the jurisdiction of the courts of Helsinki, Finland.