

Terms of Service

The following Terms of Service are valid from and last updated on February 1, 2023.

This document, the Justikal [Terms of Service](#), outlines the terms regarding your use of our product i.e. Justikal e-Court System (the “**Services**”). These Terms are a legally binding contract between you and Justikal, company code 600617-1410, so please read them carefully.

1. Acceptance of Terms

By accessing, registering for and/or using our Services in any manner, you agree to be bound by these [Terms of Service](#), [Data Processing Agreement](#), [Acceptable Use Policy](#), [Privacy Policy](#) and additional terms and conditions as may be provided to you in our Services and/or our Website (the “**Terms**”).

If any provisions of those documents cannot be read in any manner other than a one that produces an irreconcilable conflict between or among them, the following hierarchy of precedence will control for purposes of interpreting and applying the provisions of Terms: (1) first, [Data Processing Agreement](#); (2) second, [Privacy Policy](#); (3) third, these [Terms of Service](#); (4) fourth, [Acceptable Use Policy](#). For the avoidance of doubt, the terms ranked first will take precedence over the terms ranked lower above (for example, Subscription Terms shall take precedence over Special Terms).

If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind that entity.

As mentioned above, by using our Services, you agree to be bound and enter into a legal agreement thus if you do not agree with these [Terms of Service](#), [Data Processing Agreement](#), [Acceptable Use Policy](#), [Privacy Policy](#), you may not use the Services. If you do not agree with any of these Terms (including any additional terms and conditions as may be provided to you in our Services and/or through our Website), do not register or use any of the Services.

In case of any unclarities, before you register, subscribe or start using our Services, please contact Justikal via support@justikal.com.

2. Definitions

The following capitalised terms used in these Terms of Service and other documents, which fall under the definition of Terms, shall be defined as follows.

Service Provider, we, Justikal, Party	JUSTIKAL ehf. , a private limited liability company organised and existing under the laws of Iceland, having its registered office at Akralind 3, 200 Kópavogi, Iceland, legal entity code 600617-1410, VAT code 131086. The data about the Company is kept and collected by the Register of Enterprises in Iceland.
Customer, you, Party	Any natural person or legal entity, including courts, that uses the Services.

Customer Data	Any data uploaded or provided by the Customer. In order to provide the Services, we store, process and transmit your uploaded documents and information related to them. This data is processed solely in accordance with the directions provided by you (Customer or User). We are acting as a data processor for this information. All this information is stored and processed within the European Union/European Economic Area (EU/EEA).
Confidential Information	All information which is disclosed to or obtained by one party (whether directly or indirectly) from the other, including any and all information relating to the other's business, Intellectual Property, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies, current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the above) whether or not such information is marked as being confidential, but excluding information which is: (i) available to the public other than because of any breach of these Terms; (ii) when supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (iii) independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (iv) is developed independently of and without reference to any Confidential Information provided.
Consumer	Any natural person who is using Services for purposes which are outside that person's trade, business, craft, or profession
Services	Service for Customers (and Users) to handle legal documents securely using trust services for User authentication, access control, submitting legal documents to courts and collaborate efficiently with relevant parties.
Intellectual Property	All intellectual property objects such as copyright and other works of authorship (cloud products, technological solutions, updates, data, databases, architecture of the code and source code itself, software programs, articles and publications, etc.) as well as industrial property (trademarks, patents, designs, trade secrets, etc.) and all economic and moral rights related thereto.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
Personal Data	Information relating to an identified or identifiable natural person.
User	A natural person granted the Authorisation to use the User Account on behalf of a Customer.
Terms	The latest version of these Terms of Service, Data Processing Agreement, Acceptable Use Policy, Privacy Policy and additional terms and conditions as may be provided to you in our Services and/or through our Website.
Transactions	Any uploading, storing, managing, archiving documentation, e-signatures and seals validation, authentication, use of processes implementation tools (documents sharing) and any other action performed in use of Services that might be subject to specific quotas and applicable fees.

eIDAS Regulation	Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
Website	Justikal's website accessible at https://justikal.com/ .

3. Service provision

- 3.1 By using the Services and subject to your compliance with the Terms: (i) Justikal and our licensors grant to you a limited, personal, non-exclusive, non-transferable, revocable right to use and/or access the Services; and (ii) you agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell and/or re-sell any content, software, products and/or services obtained from and/or through the Services without the express prior written permission of Justikal. Our trademarks, such as logos and brand name, may be used by third parties only if written approval from us has been acquired prior to any such usages in publications and websites. Neither the Terms nor your access to and/or use of the Services transfers to you and/or any third party any rights, title and/or interest in any intellectual property rights related to the Services.
- 3.2 Our Services and those of our licensors are protected by applicable intellectual property laws, including EU copyright law and international treaties. Subject to the limited rights expressly granted hereunder purely to use the Services, Justikal and/or its third-party providers, licensors, and suppliers reserve all right, title and interest in and to the Services, including without limitation all related worldwide intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.
- 3.3 By registering with Justikal or signing up for Services, you understand that we may send you (including via email) information regarding the Services, such as: (a) notices about your use of the Services, including notices of violations of use; (b) updates to the Services and new features or products; (c) information regarding cases you have access to in the Service. Upon your explicit prior consent, we may also send you promotional information and materials regarding Justikal's products and services. Notices emailed to you will be considered given and received when the email is sent.
- 3.4 We will make our best effort to make the Services available to the Users 24 hours a day, 7 days a week, except for planned downtimes (with advance notice to Users). By virtue of these Terms, however, we do not assume any responsibility nor obligation in guaranteeing any specific uptime, service levels or response time rates.
- 3.5 We will not be liable or responsible for any failure to perform or any delay in performance of any of our obligations under these Terms that is caused by any other act or event beyond our reasonable control, including non-availability of the Service caused by the unavailability of third-party Services, network problems or outages.
- 3.6 We do not warrant or give any other assurance that the content or functionalities of the Services will meet your requirements or that your personnel will achieve any level of proficiency or skill through the use of our Services. To the extent that the operation of the Services depends on factors outside of our reasonable control, we do not warrant or give any other assurance that the operation of the Services will be uninterrupted or error-free.
- 3.7 Except as otherwise indicated, the Services are provided "as is" without warranty of any kind, whether expressed or implied, including any implied warranties of merchantability and fitness for

a particular purpose. Therefore, before using our Services, please make sure that you are comfortable with the functionality and features of the Services and that you are aware of all the characteristics of the Services that you need to make an informed decision about whether or not to use the Services. The entire risk as to the quality, accuracy, adequacy, completeness, currency, correctness, or validity of any information, material or content provided by User through the Services rests with the User.

- 3.8 We are constantly innovating, changing, and improving the Services. We retain the right to amend our Services anytime by expanding or narrowing their scope, adding new functionalities, updating user interfaces or altering the Services in any other way without your permission.
- 3.9 In case of a change having material adverse impact to Services, we will make commercially reasonable efforts to inform you through the Service and (or) other means of electronic communication.
- 3.10 For modifications to the Services that we need to make to meet security, safety, legal or regulatory requirements, we may not be able to notify you in advance.
- 3.11 You retain the right to terminate the use of the Services anytime as specified in these Terms. Your continued use of our Services after such changes come into effect constitutes your binding acceptance of such changes.
- 3.12 We highly respect the confidentiality of Customer Data (uploaded by you). We have no obligation to monitor any content uploaded through the Services. Therefore, we will not access, check, or read any Customer Data. We may do that only in very exceptional and strictly limited cases as specified in Clause 7.5 of these Terms. However, given the nature of the Services, the access to particular Customer Data will be managed and controlled by different Customers and (or) Users depending on case-by-case basis. For example, when User creates the case, he decides which parties should receive access to the case and also what kind of access (submit access, read access or no). Once the case has been accepted by the court and the case status is "in progress" then the court controls the access to the relevant case. For more and full information on the access rights to Customer Data, please carefully read the instructions on our Website.
- 3.13 The Customer is also prohibited from uploading, posting, transmitting, or otherwise making available through the Services any content that the Customer knows or reasonably should know that such act is unlawful, taking into consideration the nature of the Services.
- 3.14 Furthermore, the Customer shall not (i) upload, post, transmit, or otherwise make available any content or information designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) reverse engineer, modify, adapt, or hack the Services, or otherwise attempt to gain unauthorised access to the Services or its related systems or networks; (iii) use the Services in violation of applicable laws; or (iv) access the Services with the purpose to build a competitive product or platform.
- 3.15 In our sole discretion, we may revoke or deny access to any User violating or under our commercially reasonable belief may violate the terms of Clauses 3.13, 3.14. The Customer acknowledges and agrees that any breach of Terms by any of its Users will be deemed a breach by the Customer. Therefor Customer is fully responsible for providing his Users with full information about the Services, its provision, functionalities, acceptable use and (or) other conditions provided for in the Terms.

3.16 Our Services function with the majority of the latest versions of the most popular internet browsers. Services, however, will not function and do not support Internet Explorer. For more information regarding the hardware and software requirements to use the Services can be found on our Website.

3.17 Concerning Clauses 3.13, 3.14, hereof, the Customer shall defend and indemnify the Service Provider against any “Indemnified Claim”, meaning any third-party claim, suit, or proceeding arising out of, related to, or alleging:

(i) infringement or violation of a copyright, trademark, trade secret, privacy, or confidentiality right by written material, images, logos, or other Customer Data uploaded through the Services;

(ii) that use of the Services through Customer’s account harasses, defames, or defrauds a third party or violates applicable legal acts;

(iii) exposure or disclosure of personally identifiable information or other private information input through the Services from Customer’s account (whether such data belongs to the Customer, to one of Customer’s customers or Users, or to other third parties);

(iv) any loss of or damage to real or tangible personal property, caused by the act or omission of Customer or of any of its agents, subcontractors, or employees.

This indemnification obligation is subject to you receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defence or settlement of such claim and (iii) all reasonably necessary cooperation by us at your expense.

4. Pricing and Payment obligations

4.1 We offer both free and paid Services. If you choose to subscribe to paid Services, you agree to pay the fees as quoted to you when you purchase particular Services.

4.2 The prices, features, data storage capacity, limits and other functionalities of the Services depend on the service selected by you as well as any changes instigated by you. Pricing is explicitly published in our Services before subscribing to the Services.

4.3 By subscribing to the Service, Customer gives Justikal full permission to charge the on-file credit card, or other approved methods of payment for fees that the Customer duly authorised. Customer is responsible for providing Justikal with a valid means of payment for paid accounts. User’s free Service plans are not required to provide payment information.

4.4 Customer is responsible for all fees, including taxes, associated with its use of the Service. By using the Services, the Customer agrees to pay Justikal any applicable taxes with its use of the Services by the Customer.

4.5 For monthly subscriptions provided by us the billing period will be one month (net 30), starting from the first calendar day of each month, and will automatically renew unless the case (for which Service was purchased) is closed. The Customer shall make payment of each such invoice by the due date stated in that invoice, provided that the relevant invoice is an appropriate and properly issued invoice. All invoices issued by Justikal shall be accompanied by a sufficiently detailed

breakdown of the matters being invoiced. Late payments for the Services shall accrue interest at a rate of 0,02% per day of delay calculated off the outstanding amount of debt. Interest hereof shall be calculated automatically from the first day of delay. We are not required to additionally notify and (or) warn you that the interest will be calculated for late payments.

- 4.6 If any fees owed to us by Customer (excluding amounts disputed reasonably and in good faith) are thirty (30) days or more overdue, we may, without limiting our other rights and remedies, limit any fee-based Services until those amounts are paid in full, so long as we have given Customer ten (10) or more days' prior notice that its account is overdue.
- 4.7 We do not represent or warrant that any pricing will be offered indefinitely and reserve the right to change the prices for or alter the features and options of our pricing without prior notice. Pricing changes will be notified within 30 days of their effect and will automatically apply to existing subscriptions.
- 4.8 Your subscription will stop once the case you have created in the Service has the status "Closed". By accepting these Terms, you confirm your understanding that after you pay for the Services, they are deemed to have been provided to you in full without delay. Therefore, you are not entitled to any partial refunds or credits. If you are the Consumer you also confirm your understanding that after you pay for the Services the immediate performance of Services has begun with your prior express consent, and you acknowledge that you will lose your right of withdrawal (if this right is granted to you under applicable law).

5. Personal Data

We process Personal Data in accordance with the requirements set by the GDPR and other applicable legal acts, such as the Act No. 90/2018 on Data Protection and the Processing of Personal Data (of Iceland). Our Privacy Policy explains in detail how and for what purposes we collect, use, retain, disclose, and safeguard the data you provide us with. By entering into these Terms, you confirm to have reviewed and agree to be bound by the terms of our Privacy Policy.

6. Limitation of Liability

- 6.1 Civil liability of the Service Provider shall arise only upon the existence of the fault.
- 6.2 We do not assume any liability arising out of or related to these Terms for any loss of use, lost or inaccurate data, lost profits, failure of security mechanisms, interruption of business, costs of delay, or any indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of the possibilities of such damages in advance.
- 6.3 Except if otherwise stated in these Terms, we are not liable for any loss or injury of the Customer or its Users arising out of or caused, in whole or in part, by (i) Customer's or its Users' use or application of the knowledge gained from the Services, (ii) any computer virus not originating from the Services, or (iii) any unauthorised use of the Services by Customer or by any of its Users as described in these Terms.
- 6.4 Our aggregate liability to the Customer arising out of or related to these Terms will not exceed the amount actually paid by you to us under these Terms in the 12 (twelve) months immediately preceding the claim. As we offer both free and paid Services, you acknowledge that our aggregate

liability will be limited to zero if you use Services for free and therefore, we will not compensate any losses except for damages resulted from our wilful misconduct or gross negligence as specified in Clause 6.6 thereof.

- 6.5 You agree that the waivers and limitations specified in Section 6 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose.
- 6.6 Nothing in these Terms should exclude or in any way limit our liability for damages resulted from wilful misconduct (intentional fault) or gross negligence. Also, our liability cannot be limited in other cases and to the extent where imperative norms of applicable law clearly forbid such limitation.

7. Proprietary Rights

- 7.1. We and our licensors have and retain all rights, title and interest in our Intellectual Property used for the provision of Services. Our Services qualify as Software as a Service (SaaS) and are offered on limited access and non-exclusive basis; no ownership rights and (or) Intellectual Property licenses are conveyed to the Customer, irrespective of the use of terms such as “purchase” or “sale”. Our Intellectual Property may be used by third parties only if a written approval has been acquired from us prior to any such uses for any purpose.
- 7.2. We also own all aggregated statistical data derived from the operation of the Services, including, without limitation, the number and types of any Transactions and any other statistical data associated with the use of our Services as well as the performance results for the Services. Nothing herein shall be construed as prohibiting us from utilising such aggregated statistical information for the purposes of operating our business, provided that our use of aggregated statistical information will not reveal personal information and (or) information identifying a particular customer to any third party.
- 7.3. Only upon receiving your permission, we may identify you as a customer of ours on our Website and/or in other marketing materials. Upon such permission, we may also display your trademarks, service marks and (or) logos in our marketing materials to identify you as a customer.
- 7.4. All Customer Data is irrevocably deemed the exclusive property of the Customer. We irrevocably waive any and all claims to any and all Customer Data.
- 7.5. We shall take reasonable steps to ensure that Customer Data is not accessed nor checked by anyone, including us. We have no obligation to monitor any content uploaded through the Services. Only in exceptional cases (e. g. when a court order and (or) order of competent authority is issued) or if it is explicitly required by the Customer to provide necessary technical support, the authorised personnel that are under strict obligations of confidentiality on strictly “need to know” basis may access Customer Data. Such access, however, shall be extremely limited to solely serve the purpose thereof.
- 7.6. We may only disclose Customer Data to the extent required by law or court orders, but we will use commercially reasonable efforts to notify you where permitted to do so.

8. Modifications

- 8.1. The latest version of all the documents of the Terms are enclosed to these Terms of Service, they are also available on our Website. Yet, we reserve a right to modify Terms at any time at our sole discretion.
- 8.2. We will notify you of any changes to the Terms by posting the updated Terms on the Website and/or the Services, and we will revise the “Updated” date above. It is your responsibility to review the Terms frequently and to remain informed of any changes to them. We may also provide you with additional forms of notice of modifications and/or updates as appropriate under the circumstances including but not limited to sending you an email informing you of the changes and/or by prominently posting notice of the changes on the Website and/or Services.
- 8.3. Your continued use of our Services after such changes come into effect constitutes your binding acceptance of such changes. Please check these Terms online (through provided links in these Terms) periodically for changes.

9. Force Majeure

We shall not be liable by reason of any failure or delay in the performance of obligations on account of events beyond the reasonable control of a Party, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, pandemics, and governmental action.

10. Governing Law

- 10.1. These Terms of Service shall be made and interpreted according to the laws of Iceland. Any disagreements and disputes arising between the Customer and Service Provider regarding these Terms of Service shall be settled by means of amicable endeavours of the parties. If the agreement cannot be reached, all the unsettled disputes, disagreements and demands arising from these Terms of Service or related to them, their violation, cancellation or validity, shall be solved in the competent court of Iceland.
- 10.2. If you are Consumer from the EU country and our Services are directed to your country us understood under Articles 6(1) and 6(2) of the Rome I Regulation and under the conditions set out in that provision a Consumer may also enjoy the protection of the mandatory provisions of the law that would be applicable in the absence of the provision set out in the clause 10.1.

11. Severability

These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect.

12. Termination

- 12.1. These Terms are effective as of the effective date you started to use Services and (or) subscribed for the Services.
- 12.2. Your subscription will stop once the case you have created in the Service has the status "Closed".
- 12.3. You may choose to stop using the Services and terminate these Terms (including all subscriptions) at any time for any reason upon written notice to us (termination for convenience), but upon any such termination (i) you will not be entitled to a refund of any pre-paid fees and (ii) if you have not already paid all applicable fees for the then-current subscription term or related services period (as applicable), any such fees that are outstanding will become immediately due and payable.
- 12.4. Either party may terminate these Terms (including all related subscriptions) if the other party (a) fails to cure any material breach of these Terms within thirty (30) days after notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). We reserve the right to terminate Services immediately, without a notice, if a User commits any breach of these Terms of Service or violates our Acceptable Use Policy.
- 12.5. We reserve the right to terminate the provisioning of Services or hand over provisioning of Services to any third party by informing Customers with a minimum notice of 6 months. In such case, Customers who have purchased Services that extend the notice will receive a refund for the months of Services which were not delivered (if they paid for such Services in advance).
- 12.6. With exception to the Customers with active subscriptions, we reserve the right to cancel the Services and delete your User account and all your Customer Data if you haven't accessed the Service for more than 12 consecutive months.
- 12.7. Effects of Termination. Upon any expiration or termination of these Terms, you must cease using all Services and delete (or at our request, return) all Confidential Information in your possession, including on any third-party systems operated on your behalf. You will not have access to the Service and your Customer Data (and we may delete all of your Customer Data unless legally prohibited) after expiration or termination of these Terms (or its applicable subscription term), so you should make sure to export your Customer Data during the applicable subscription term or other term you legitimately use the Services until the termination. If you terminate these Terms in accordance with Section 12.4 (Termination for Cause), we will refund you any prepaid fees covering the remainder of the then-current subscription term after the effective date of termination. If we terminate these Terms in accordance with Section 12.4 (Termination for Cause), you will pay any unpaid fees covering the remainder of the then-current subscription term after the effective date of termination. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination.
- 12.8. If you are the Consumer, you also confirm your understanding that after you subscribe for the Services or start using the Services the immediate performance of Services has begun with your prior express consent, and you acknowledge that you will lose your right of withdrawal (if this right is granted to you under applicable law).

13. Contact us

If you have any questions, concerns or complaints about these Terms of Service, you may contact our Support Team via email at support@justikal.com. We will respond to your query no later than within 30 calendar days.