

1. Acceptance of Terms

The following agreement outlines Your rights & obligations when using the Law Firm's Porobija & Špoljarić LLC (hereinafter: "PSOD" or "We") trial service named "PSOD LegalSifter" available at www.psod.hr/en/legalsifter, or any other domain or subdomain used to host "PSOD LegalSifter" service (hereinafter: "PSOD LegalSifter"). PSOD LegalSifter is jointly operated by PSOD and LegalSifter, Inc, Pittsburgh, USA and is accessed by you under the terms of use described below (hereinafter: "Terms"). Please read these Terms carefully before accepting them or using PSOD LegalSifter. If you do not agree to all the Terms, then you may not access PSOD LegalSifter. PSOD'S acceptance is expressly conditioned upon your assent to the Terms, to the exclusion of all other Terms.

2. Novelty of PSOD LegalSifter

We recognize that PSOD LegalSifter is a new and uncommon type of service offered by PSOD or any other legal service provider. Due to that, we are making available PSOD LegalSifter, for a limited amount of time, to be tested by You for purposes of learning how PSOD LegalSifter works, what it can be used for and whether it is the service You need. Your decision to use PSOD LegalSifter in this testing and learning period (hereinafter: "Trial Period") in no way presumes that you will, after it has ended, continue to use PSOD LegalSifter as a paid service.

3. Use of PSOD LegalSifter

PSOD LegalSifter is a tool for automated contract review, created by lawyers and data scientists of LegalSifter, Inc, and supervised by PSOD attorneys. PSOD LegalSifter uses natural language processing and machine learning technology to recognize various legal concepts common in different types of contracts. You as a User directly use PSOD LegalSifter via PSOD website, without any intervention from PSOD or any third party, unless you require assistance. By accepting these Terms, you confirm that you fully understand and accept the principles of PSOD LegalSifter's operation.

4. Nature of PSOD LegalSifter

PSOD LegalSifter is not a full legal service provided by an attorney. Attorneys of PSOD have participated in adapting the PSOD LegalSifter for Your use, but in no way can any written help text, given recommendation or sample provision be treated as a legal advice in strict sense. PSOD LegalSifter is primarily an informational service, an addition to the full legal service provided by PSOD, and a tool that enables You, the User, to directly receive an information on initial review of Your contract. Should You have any doubts about results of a particular PSOD LegalSifter contract review, please do not hesitate to contact PSOD legal team at legalsifter@psod.hr.

5. Engagement of PSOD

By accepting these Terms, you effectively accept engagement of PSOD as your legal service provider. Any further activity done by You in PSOD LegalSifter upon acceptance of the Terms is strictly covered by the attorney-client privilege. You are, for all intents and purposes, considered a client of PSOD. If you already are PSOD client per any other engagement (whether by issuing of power of attorney for legal representation, signing a legal services agreement, or any other manner) prior to accepting these Terms, then the acceptance of these Terms is construed as broadening of the scope of engagement onto the PSOD LegalSifter service. However, notwithstanding the privilege of absolute confidentiality you do gain as a client, due to the informative and non-binding nature of PSOD LegalSifter, PSOD does not take on any sort of liability for malpractice in the event that, for the duration of Trial Period, PSOD LegalSifter provides information which might, if given as a legal advice by a human attorney, be considered to be a bad legal advice.

6. Ownership of PSOD LegalSifter data

Any and all data contained in PSOD LegalSifter, whether it is a program code of the system or any other data except documents You uploaded for review, is wholly owned by PSOD and/or LegalSifter, Inc – as defined in the mutual agreement between PSOD and LegalSifter, Inc.

To the extent that PSOD LegalSifter provides for the download of PSOD LegalSifter software and any information or documentation related thereto (hereinafter collectively: "Software"), such Software is protected by the applicable copyright, patent or other intellectual property rights of either PSOD, LegalSifter, Inc or the third-party licensor. Any use of the Software is subject to the terms of the

applicable end-user or other license terms contained in the files for such Software. You are permitted to use the Software for your personal, non-commercial use or legitimate internal business purposes related to your role as current or prospective customer of PSOD. As between the parties, PSOD or LegalSifter, Inc, each in their own part, shall solely own and hereby retains all rights, title and interest in and to the Software (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual or industrial property rights embodied in the Software). You shall not reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Software (except to the extent that applicable law expressly prohibits such a reverse engineering restriction or to the extent the specific Software was provided in source code form by LegalSifter).

7. Content Ownership and Usage Rights

PSOD and LegalSifter, Inc., each in their own respective part, shall retain all worldwide rights in the intellectual property of the PSOD LegalSifter and any content of the PSOD LegalSifter, including, but not limited to, trademarks, the “look and feel” of the PSOD LegalSifter, its color combinations, layout, and all other graphical elements, and the copyright in and to its original content. You should assume that everything you read or see on the PSOD LegalSifter is copyrighted or otherwise protected and owned by either PSOD or LegalSifter, Inc or a third party who licensed the right to use such content to LegalSifter. Unless otherwise expressly noted, nothing that you read or see on PSOD LegalSifter or other site content, or any of the source code or HTML code that is used to generate PSOD LegalSifter may be copied, reproduced, modified, distributed, transmitted, republished, displayed, or performed for commercial use without the prior written consent of PSOD and LegalSifter, Inc, except as provided in the these Terms or otherwise permitted by relevant law.

You are the owner of all data and information contained in the documents you upload in PSOD LegalSifter. Also, you hold the title to all results produced and displayed to you in the process of sifting the document – wherein the “results” means only the specific display of comments related to concepts found and missing in that individual document.

All data (including Personal Data, should you voluntarily choose to provide such data) shall be processed to the extent necessary to provide the Software and to conduct internal Sifter research and development, and therefore, you grant LegalSifter, Inc. a non-exclusive, limited, revocable license to upload, use, copy, store, transmit and display such data within the scope described.

8. Use of PSOD LegalSifter

To use PSOD LegalSifter, you must enter the credentials you have been awarded to by PSOD LegalSifter team. For security reasons, we suggest you change your password after your initial login.

Sharing your credentials outside your organization is prohibited. PSOD or LegalSifter, Inc will not be liable for any damage you incur due to sharing of credentials to the contrary of these Terms. Furthermore, if we learn about such sharing of the credentials, we will revoke your credentials and terminate your Trial Period, as well as any other engagement.

You may use PSOD LegalSifter in a manner defined in these Terms. Use of PSOD LegalSifter is of solely informational nature and you should take that fact into consideration when using PSOD LegalSifter. You are not permitted to use PSOD LegalSifter to sift through documents that are illegal in their nature, that are devised to be used in perpetration of a criminal offence, or that contain information that are or might be subject to third-party claims due to infringement of intellectual property rights.

9. Communication During Trial Period

By accepting these Terms, you expressly allow PSOD to send you emails with short instructions on how to use PSOD LegalSifter, or other emails related to PSOD LegalSifter. You may unsubscribe from those emails at any time.

Also, by accepting these Terms, you expressly allow LegalSifter, Inc to send you emails related to PSOD LegalSifter from time to time.

You will receive emails related to your potential continuing of use of PSOD LegalSifter after the end of Trial Period. These emails will contain a special dedicated link to the non-public web location which will contain all information about PSOD LegalSifter paid service (including but not limited to period of service, pricing and other conditions for further use of PSOD LegalSifter after the Trial Period has ended) and a subscription form for you to sign up for the PSOD LegalSifter paid service.

10. Signing up for PSOD LegalSifter Paid Service

You may sign up for PSOD LegalSifter paid service at any moment during your Trial Period or after the Trial Period has ended. If you choose to do so before the end of your Trial Period, you may switch to paid service by either (i) clicking on the link provided to you in one of the emails and filling out the subscription form, or (ii) contacting us directly.

Once your paid service is activated, these Terms of Use cease to apply and all further relationship between you, PSOD and LegalSifter, Inc is governed by the rules of PSOD LegalSifter paid service.

11. Indemnity

You will indemnify PSOD, its parents, subsidiaries, affiliates, customers, vendors, officers and employees from any liability, damage or cost (including reasonable attorney fees and costs) from (i) any claim or demand made by any third party due to or arising out of your access to or use of PSOD LegalSifter or any of its content (ii) violation of these Terms by you, or (iii) the infringement by you of any intellectual property or other right of any person or entity.

12. Warranty Disclaimers

PSOD makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of the information you receive from PSOD LegalSifter and assumes no responsibility for any errors or omissions therein. You access PSOD LegalSifter at your own risk. PSOD LegalSifter and all its content is provided on an “as is, as available” basis without warranty of any kind.

13. Electronic Communications

We use reasonable security measures and take reasonable system, process and administrative precautions to protect the security and integrity of email and other electronic communications that you may send to us. Despite all these precautions, no method of transmission over the Internet is entirely secure and we cannot guarantee the confidentiality or security of the electronic communications or its contents. You transmit such information at your own risk, and you should decide very carefully which information you want to send us via any electronic communication.

14. Security

Users are prohibited from violating or attempting to violate the security of the PSOD LegalSifter. PSOD and LegalSifter, Inc will investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.

15. Application of LegalSifter, Inc Terms of Use

To the extent they are not explicitly in collision with these Terms, Terms and Conditions of Website Use of LegalSifter, Inc (legalsifter.com/terms-and-conditions) apply to any matter not covered in these Terms, and especially in any type of direct relationship between you and LegalSifter, Inc.

LegalSifter, Inc is the technology provider for PSOD LegalSifter and not accepting their terms will lead to termination of Free Trial and you will not be able to use PSOD LegalSifter.

16. Use and Processing of Personal Data

PSOD strongly advises you to anonymize any and all documents uploaded to PSOD LegalSifter. Anonymization means removing from the document any information that may be construed, directly or indirectly, as personal data in accordance with the General Data Protection Regulation No. EU 2016/679 (GDPR). Furthermore, any and all personal data in PSOD LegalSifter is processed in accordance with the Data Processing Addendum ([psod.hr/dpa](#)) which application you accept by accepting these Terms. Please read the DPA carefully to understand how it is applied and how we process personal data. If you do not accept the terms of personal data processing, we will not be able to provide PSOD LegalSifter service, and we advise you not to accept these Terms or to use PSOD LegalSifter.

17. Modifications of Terms

PSOD reserves the right, at its sole discretion, to modify or replace these Terms at any time. If the alterations constitute a material change to the Terms, PSOD will notify you by posting an announcement on the website. What constitutes a “material change” will be

determined at PSOD's sole discretion, in good faith and using common sense and reasonable judgment. You are responsible for reviewing and becoming familiar with any such modifications. Use of PSOD LegalSifter by You following such notification constitutes your acceptance of the modified Terms.

18. Entire Agreement

These Terms constitutes the entire agreement between you and PSOD regarding the subject matter of Trial Period of PSOD LegalSifter.

19. Not a Waiver

Failure of PSOD to exercise any remedy or enforce any portion of the Terms at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Terms at any time thereafter. You are responsible for compliance with all applicable regulations and laws.

20. Applicable Law

These Terms are governed by the laws of Croatia, notwithstanding any conflicts of law principles.

21. Dispute Resolution

Any dispute relating to the Terms or PSOD LegalSifter Trial Period shall be resolved exclusively in front of the Commercial Court in Zagreb, Croatia. Parties will have to previously try to resolve the dispute amicably, which includes mediation assisted by a certified mediator.