

TERMS OF USE

1. GENERAL CONDITIONS

- 1.1. These Terms of Use, when accepted by the Client (as defined in Clause 2), form the binding agreement between BDK (as defined in Clause 2) and the Client, which regulates the terms and conditions under which BDK agrees to provide, and the Client agrees to receive and use, the Services (as defined in Clause 2).

2. DEFINITIONS

- 2.1. **Account** - the account generated by the Client upon registering at blinkdraft| web shop which the Client can access only with a username and a password.
- 2.2. **Applicable Law** - the laws of the Republic of Serbia.
- 2.3. **BDK**- BDK Advokati AOD, Bulevar kralja Aleksandra 28, Belgrade, Serbia. Activity code: 6910 legal services; TIN 106930367; Company number 20708344; phone number +381 11 3284 212.
- 2.4. **blinkdraft| web shop** - <https://bdkadvokati.com/web shop/>
- 2.5. **BDK website**: www.bdkadvokati.com/blinkdraft
- 2.6. **Client** - legal entity or registered private entrepreneur entering into a Contract with BDK.
- 2.7. **Content** - any data added by the Client in any format to the Software Space during the utilization of the Service.
- 2.8. **Contract** – the binding agreement between BDK and the Client, which is formed when the Client accepts these Terms of Use.
- 2.9. **Document** - the textual document generated by the Software from a Template.
- 2.10. **DP Act** – the Data Protection Act (“official Gazette of the RS”, no 87/2018) of the Republic of Serbia including potential amendments of this Act as well as any new regulation replacing the Act.
- 2.11. **Party** – BDK or, as the case may be, the Client
- 2.12. **Questionnaire** – a series of questions launched within the Software Space when activating a Template, which, once answered, will generate a Document.
- 2.13. **Service(s)** - providing access to a Template in the Software space for the purpose of generating a Document from a Template by answering questions from the Questionnaire.
- 2.14. **Software** – document automation software developed by Legaltech Solutions under the

name Draftomat, located on Microsoft Azure Cloud and accessible on the Website.

- 2.15. **Software Space** – that part of the Software made available for the Client to access the platform where the Templates are located.
- 2.16. **Template** - automated textual document drafted and programmed in the Software by BDK and uploaded to the Software Space by BDK which, when used with the related Questionnaire, generates a Document.
- 2.17. **Terms of Use** - these terms of use, which regulate the terms and conditions under which BDK agrees to provide, and the Client agrees to receive and use, the Service.
- 2.18. **User** – individual person employed with or otherwise exclusively engaged by the Client whom the Client authorizes to use the Service on the Client's behalf. The term User includes the Client himself (if an individual entrepreneur).
- 2.19. **Website** - <http://galaxy.draftomat.app/> where the Software Space, Content, Templates and Documents are available and accessible.

3. ACCEPTANCE OF THE TERMS OF USE

- 3.1. The Client accepts the Terms of Use by checking the box at the checkout page of blinkdraft| web shop before finalizing the payment.
- 3.2. The Client will ensure that the Users within its organization to whom the Client allows access to the Software Space and to the Service have thoroughly reviewed, understood and acceded to the Terms of Use. Any incompliance by a User with these Terms of Use is attributable to the Client and any breach of any provision of these Terms of Use by a User shall be deemed a breach of Contract by the Client.

4. ACCESS TO THE SERVICE

- 4.1. The fees for the Service are those set out at blinkdraft| web shop.
- 4.2. The Client pays for the Service in the blinkdraft| web shop, through an integrated online payment system, using a bank card.
- 4.3. The Client will be given access to the Service via email address it provided when registering at the blinkdraft| web shop, within 24 hours from the finalization of the purchase.
- 4.4. Data on payment cards entered into the payroll provided by OTP Banka Srbija are transferred by means of a public network in a protected (encrypted) format. The acceptor of the payment card, OTP banka Srbija, guarantees security of the data related to the purchase. The entire process of payment takes place on the acceptor's website. Data on payment cards are at no time available to BDK.
- 4.5. All online payments are effected in Serbian currency – dinar (RSD). The prices expressed

in EUR on blinkdraft| web shop are for orientation purposes only and are given based on the middle exchange rate published by the National Bank of Serbia on 29 June 2020.

The Client's account will be debited in the currency the Client has agreed with its credit card issuer, and if that is not a RSD account, in an amount obtained through the conversion into RSD according to the exchange rate used by the credit card association/the card issuing bank. That amount may not be known to BDK at the time of the transaction. As a result of this conversion, there is a possibility that the Client's account may be debited for an amount that slightly differs from the information price stated on BDK website. BDK shall not be liable for any such differences.

- 4.6. Where BDK is obliged to repay the fees payed through blinkdraft| web shop, BDK will effectuate the repayment exclusively through VISA, EC/MC or Maestro payment methods. In this event, OTP banka Srbija will on BDK's demand repay the relevant amount to the account of the Client.
- 4.7. After the Client finalises the purchase in blinkdraft| web shop, BDK will send to the Client an email with a link to the relevant Template. Upon activating the link, the Client will be able to access the Template and create and download a Document by answering the Questionnaire. The link to the Template will remain active for a period of one month.

5. LIMITATIONS TO THE SERVICE

- 5.1. With this Service, BDK does not provide legal advice on any particular facts or circumstances and on any particular situation. Therefore, the Client is not entitled to consider the Service as legal advice. If the Client wishes to receive from BDK legal advice, or any legal service besides the Services, the Client must approach BDK with a separate request to that effect. Any such advice or additional legal services are not governed by these Terms of Use but shall be governed by a separate agreement between the Client and BDK, if BDK accepts the Client's request.
- 5.2. The Client uses the Service “as is” and the Client is solely responsible to determine whether the Service satisfies its needs.

6. USE OF THE ACCOUNT AND THE SOFTWARE SPACE

- 6.1. The Client warrants to BDK, and BDK is entitled to rely on that without verifying, that all representations given and all data provided by the Client for the creation of the Account are true, correct, complete and up-to-date.
- 6.2. The Client shall not give access to the Software space and the Service to anyone who does not qualify as User.
- 6.3. The Software Space may only be accessed in order to use of the Service and in accordance with these Terms of Use and the tutorials for the use of the Software, if any.
- 6.4. The Client is obliged to immediately notify BDK of any abuse of its Account, the loss of

the password or the loss of the password into possession of third parties. Upon being notified by the Client of any of the foregoing, BDK will reset the relevant log in parameters and share them with the Client without delay.

- 6.5. The Client may access the Software Space and use the Service for the Client's internal use only. The Client shall not permit any person who does not qualify as User within the meaning of these Terms of Use to use the Client's Account and the Service. In particular, and without limitations to the foregoing, and without limitation to Clause 10.2, the Client shall not resell the Service, Template, Document or Questionnaire to any third party, or modify the Template, Document or Questionnaire for the purpose of its resale or for the purpose of the resale of the Service or provision of any service substantially similar to the Service.
- 6.6. If the Client breaches the Terms of Use (and, for the avoidance of doubt, any non-compliance by a User will be deemed a breach by the Client), BDK is entitled to take one or more of the following actions:
 - a) eliminate the breach;
 - b) request the Client to eliminate the breach;
 - c) temporarily suspend the access to the Software Space or any of its parts, including temporary closure of Account(s);
 - d) permanently ban the Client and any of its Users from accessing the Software Space and using the Service and delete the Account(s);
 - e) claim damages from the Client;
 - f) any other legal remedy.

7. AVAILABILITY OF THE SOFTWARE AND THE SERVICE

- 7.1. BDK aims to maintain the Software and the Service available 24/7, but it does not guarantee that the Software and the Service will always be available without interruption. The Client acknowledges and accepts that functioning of the Software at all times does not only depend on BDK, but also on third parties, such as Legaltech Solutions, as owner and licensor of the Software.
- 7.2. The Client acknowledges and agrees that the Software and the Service may be unavailable or inoperable in its full capacity for any reason, including maintenance. BDK has the right to temporarily suspend the availability of the Software and the Service.
- 7.3. The Client is responsible for acquiring and maintaining the equipment, connections and systems necessary for it and its Users to use the Software and the Service (such as mobile device, desktop or laptop).
- 7.4. The Client acknowledges that BDK is a licensee to the Software. BDK does not undertake

to edit the Software or develop it further, or procure with the Software owner to edit it and develop it further.

- 7.5. BDK retains the right to replace the Software with a new software at any point in time provided the new software does not change the substantial functionalities of the Service. If BDK decides to replace the Software with a new software, BDK will transfer the Templates to the new software without interrupting the provision of the Service beyond reasonable time needed to perform the transfer given technical compatibility of the new software with the Software.

8. CLIENT'S CONTENT

- 8.1. The Client will be able to store and manage the Content on the Software Space. The Client undertakes to ensure that the Content added to the Software Space is in accordance with the Terms of Use and any applicable laws and that it has all necessary permissions, consents and approvals to add the Content to the Software Space. The Client undertakes to ensure that any Content added to the Software Space is free from viruses that may damage or disturb regular functioning of the Software.
- 8.2. BDK does not assume any liability with respect to the Content entered into the Software Space.
- 8.3. The Client is aware and accepts that BDK may have a legal obligation to inform competent authorities of possible illegal activity performed during the utilization of the Software.
- 8.4. The Client will provide any and all assistance required by BDK in case of legal disputes with third parties relating to the Content entered into the Software Space.
- 8.5. During the period of the Contract, the Content remains stored on Microsoft Azure Cloud, used by Legaltech Solutions in accordance with Draftomat security standards, wherefrom it will be deleted upon the Contract expiry in accordance with Clause 12.4 . Legaltech Solutions, as the owner of the Software, defines and manages security standards, and the Client can access it only by sending a request to BDK. The Content is accessible by BDK team in charge of administrating the Software Space. Upon the Client's request, BDK will delete the Content even prior to the expiry of the Contract.
- 8.6. BDK is not obliged to, and will not, check the Content uploaded onto the Software Space, or the User activities on the Software Space.
- 8.7. BDK will not be liable for any loss of or damage to any Content: (a) during transmission via the internet or public electronic communications networks; or (b) caused by Client's and/or User's actions or inactions. It is the Client's sole responsibility to maintain appropriate backup of its own Content.

9. SUPPORT AND MAINTENANCE

- 9.1. The Client can obtain client support by submitting official request to blink-support@bdkadvokati.com within 9am and 5pm Central European Time.
- 9.2. Upon submission of the official request, BDk will open a Tech support ticket. Tech support concerning the Service will be provided directly by BDk within reasonable time. Any technical support and maintenance concerning proper functioning of the Software will have to be provided by Draftomat support team at Legaltech Solutions, BDk is only obliged to forward Client's requests to Legaltech Solutions . The time needed to resolve technical issues with the Software solely depends on Legaltech Solutions and BDk will not be held responsible for the duration of provided technical support and its quality.
- 9.3. BDk will provide all the materials (manuals and tutorials) for the use of the Software.

10. INTELLECTUAL PROPERTY

- 10.1. All intellectual property rights to the Website, the Service, the Templates, the Documents and the Questionnaires (such as copyright, registered and unregistered trademark and design rights, domain names, patents, database rights and trade secrets) as well as the goodwill generated by their use shall remain the property of BDk or its cooperation partners.
- 10.2. The Client may not modify, copy, distribute, display, publish, license, or create derivative works from, transfer, retransmit, or sell Templates, Documents, or Questionnaires.

11. PROCESSING OF PERSONAL DATA

- 11.1. For the purposes of this Clause, the terms "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**processing**" and "**appropriate technical, organizational and staffing measures**" have the meaning given to them in the DP Act;
- 11.2. BDk and the Client acknowledge and agree that, for the purposes of the DP Act, the Client is the Controller and BDk is the Processor.
- 11.3. The details of the processing of Personal Data that will be carried out by the Processor within the context of the Contract are the following:
 - a) *Subject-matter/nature/purpose*: pursuant to the Contract, the Processor will perform the processing of Personal Data which is necessary to carry out the Service in the terms described in the present Terms of Use (creation of the accounts, granting of online access to the Software Space, Templates and Documents, administration and security of the Software Space, provision of client support, etc.).
 - b) *Duration*: BDk shall retain Personal Data for a period of 10 years after expiration or termination of the Contract. BDk may retain Personal Data for a longer period of time where necessary to fulfil a legal obligation which requires processing according to applicable law or in order for BDk to be able to establish or enforce its rights or defend against legal claims.

c) *Categories of data subjects and types of personal data:*

- Contact person(s) at the Client: name and surname, company, position, professional contact details (postal address, email address and telephone number).
- Users: name, surname, email address, logins to the Software Space and interactions with the Documents.
- Third parties: Personal Data included in a Document by the User.

11.4. BDK and the Client will comply with all applicable requirements of the DP Act and any other applicable data protection legislation. This Clause 11 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the applicable data protection law.

11.5. Without prejudice to the above, the Client will ensure that it always has legal basis for lawful transfer of the Personal Data to BDK and for lawful collection of the Personal Data by BDK on behalf of the Client for the duration and purposes of the Contract. In this regard, the Client will send all necessary information to persons whose data are being processed.

11.6. BDK shall, in connection with the performance of its obligations under the Contract:

- a) process the Personal Data only on documented instructions from the Controller, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by any law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- b) ensure that the natural persons authorized to process the Personal Data on behalf of the Processor have committed themselves to confidentiality unless they are under an appropriate statutory obligation of confidentiality;
- c) ensure that it has in place appropriate technical, organisational and staffing measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- d) not engage a third-party Processor without prior written authorization of the Controller. In the case of general written authorization, the Processor shall inform the Controller

of any intended changes concerning the addition or replacement of other third-party Processors, thereby giving the opportunity to object.

Where the Processor engages another Processor for carrying out specific processing activities on behalf of the Controller, the Processor will ensure that the same data protection obligations as set out in this Clause or other legal acts between the Controller and the Processor are imposed on that third-party and will provide sufficient guarantees that it will implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the DP Act.

The Processor will remain fully liable to Controller for the performance of the third-party Processor's obligations in connection with data protection;

- e) taking into account the nature of the processing, assist the Controller by appropriate technical, organizational, and staffing measures, insofar as this is possible, for the fulfilment of the Controller's statutory obligation to respond to requests for exercising the data subject's rights;
 - f) taking into account the nature of the processing and the information available to the Processor, assist the Controller in ensuring compliance with the following obligations, as contained in Articles 50, 52, 53, 54 and 55 of the DP Act: (i) taking measures to ensure security of the processing; (ii) notifying personal data breaches to the supervisory authority; (iii) communicating personal data breaches to the data subjects; (iv) carrying out data protection impact assessments; (v) consulting the supervisory authority when it is required in the context of the data protection impact assessments;
 - g) at the choice of the Controller, delete or return all the Personal Data to the Controller after the end of the provision of the Services relating to processing, and delete existing copies unless laws applicable to the Processor require storage of the Personal Data;
 - h) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Clause and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller. With regard to this point, the Processor shall immediately inform the Controller if, in its opinion, an instruction of the Controller infringes the DP Act.
- 11.7. In relation to Clause 11.6.d), the Client hereby provides a general authorization to BDK to engage further Processors to process Personal Data. The Client acknowledges and accepts that, in order to provide the Service, BDK is currently using Legaltech Solutions as third-party Processor.

12. CONFIDENTIALITY

- 12.1. The Content added by the Users to the Software will be considered confidential. BDK does not see or has access to the Documents created by the Client.
- 12.2. BDK will protect the confidentiality of the Content with reasonable care, will not use

Content for any purpose outside the scope of these Terms of Use and will not disclose the Content to any third party except (a) where it is legally compelled to do so; or (b) disclosure is made to third party service providers and/or to its employees, contractors, advisors and agents, in each case on a 'need-to-know' basis.

- 12.3. The foregoing obligation of confidentiality does not apply to information which: (a) is or becomes (through no act or omission BDK), generally available to the public; (b) becomes known to BDK on a nonconfidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of BDK prior to such disclosure; (d) is independently developed by BDK; or (e) the Client agrees is not confidential or may be disclosed, to the extent of that consent.
- 12.4. Upon termination or expiry of the Contract, BDK will promptly return, delete or destroy the Content that the User(s) saved on the Software Space. However, BDK may retain Content made available by the Client to the extent required by, and used only to comply with the, and to defence of BDK's rights under these Terms of Use.

13. TERMINATION

- 13.1. The Client may terminate the Contract, if BDK fails to comply with Clause 16 .
- 13.2. BDK may terminate the Contract without notice, if (a) the agreement that BDK has with the owner and licensor of the Software (i.e. Legaltech Solutions) is terminated or suspended for any cause; or (b) the Client does not accept the change of software referred to in Clause 7.5 or the engagement of a third-party processor mentioned in Clause 11.6.d).
- 13.3. BDK may terminate the Contract without notice if: (a) the Client has submitted false information about itself or about a User; (b) an unauthorized person has used the Client's Account; (c) a User has uploaded a virus or has applied any other kind of damage to the Software.
- 13.4. Either BDK or the Client may terminate the Contract if the other party materially breaches the Contract and the breach (a) remains unremedied 15 days after the date the breaching party receives a notice from the other party describing the breach and requiring it to be cured, or (b) is incapable of being cured;
- 13.5. The Contract is in effect from the day the Client accepts these Terms of Use until one month from the moment the Client receives access to the Service pursuant to the terms of Article 4.3.
- 13.6. Upon termination or expiration of the Contract, the Client's right to use the Software Space and Service will immediately cease.
- 13.7. The rights and obligations under these Terms of Use which by their nature are intended to survive termination or expiry of the Contract, including without limitation the indemnification and limitations provisions, will remain in full effect after termination or expiration of the Contract.

14. LIMITATION OF LIABILITY

- 14.1. BDK does not warrant that the Service will meet the Client's requirements or expectations or that the use of the Service will be uninterrupted or free from errors. In no event shall BDK be liable:
- a) if the Software, Service or Website does not function or functions improperly in some web browsers;
 - b) for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data caused by errors, damages or settings in the User's device that are unsuited for the use of the Software, Services or Website;
 - c) loss of the password or its falling into the possession of unauthorized third party or its use by unauthorized third party.
 - d) any damages the Client incurs by its own actions or the actions of its Users in managing the Account.
- 14.2. Any liability of BDK to the Client shall be limited to the amount paid for the Template on blinkdraft| web shop in relation to which the relevant liability arises.
- 14.3. The Client agrees not to hold partners, employees, lawyers and other consultants and staff employed or otherwise engaged by BDK ("BDK Person") personally liable for the obligations of BDK, and shall not make any claim against any such BDK Person (including, for the avoidance of doubt, general partners of BDK), whether based in contract, tort or breach of statutory duty, or otherwise.
- 14.4. To the extent that BDK may not, as a matter of applicable law, limit its or BDK Person's liability, the extent of liability shall be the minimum permitted under such applicable law.

15. INDEMNIFICATION FOR THIRD PARTY CLAIMS

- 15.1. The Client agrees to indemnify BDK or, as the case may be, the persons jointly and severally liable for the obligations of BDK, from and against any losses suffered as a result of or relating to the Client's: (a) breach of these Terms of Use; (b) Content; (c) use of the Website, Software, or Services; (d) unauthorized use of material obtained through the Website and Service; (e) violation of any third party right.

16. UPTIME GUARANTEE

- 16.1. BDK offers a Service uptime guarantee of 99% of available time during the Contract.
- 16.2. The guarantee from Article 16.1 does not apply to interruptions caused by: (a) periodic scheduled maintenance or repairs BDK or Legaltech Solutions undertakes from time to time; (b) interruptions caused by the User's activities; (c) interruptions caused by Software malfunction (d) outages that do not affect core Service functionality; € causes beyond BDK control or that are not reasonably foreseeable; (f) outages related to the reliability of certain

programming environments; or (g) downtime in the Client's or, as the case may be, User's network or computer system or failure of the internet

17. APPLICABLE LAW AND DISPUTE RESOLUTION

- 17.1. The Contract shall be governed by the Applicable Law.
- 17.2. Any disputes arising out of or in connection with the present Terms of Use or the Offer shall be finally settled by arbitration organized in accordance with the Rules of the Belgrade Arbitration Centre. The number of arbitrators shall be three, one appointed by each party, and the third, who shall be the chairman, selected by the two appointed arbitrators which have been appointed by the parties.
- 17.3. If the two appointed arbitrators cannot agree on a chairman within 15 business days after each party appointed its arbitrator, the third arbitrator shall be appointed in accordance with the Belgrade Rules.
- 17.4. Notwithstanding Clause 17.1 BDK may sue in any court having jurisdiction over the other party.