

Codex Edge Limited

Atlas Subscription & Usage Agreement

This Atlas Subscription & Usage Agreement is between the entity you represent ("you" or "your"), and Codex Edge Ltd ("Codex", "we", "us", or "our"). It consists of the terms and conditions below, as well as the Atlas Order Details for your Subscription or renewal (together, the "agreement"). It is effective on the date we provide you with confirmation of your Subscription or the date on which your Subscription is renewed as applicable.

DEFINITIONS

"Acceptable Use Policy" is set forth in the Atlas Subscription & Usage Agreement.

"Atlas" is a searchable online index of Lawyers, and their publicly available information, who maintain an active association with the Law Society of England and Wales. Atlas is collated, maintained and curated by Codex Edge Ltd.

"Atlas Order Details" means the written and agreed order detailing the subscription level of the Product "End User" means any person you permit to access the Product.

"Previews" means preview, beta, or other pre-release version or feature of the Product offered by Codex to obtain customer feedback.

"Product" means Atlas by Codex Edge Ltd.

"Subscription" means an enrolment for the Product for a defined Term as specified on the Atlas Order Details.

"Term" means the duration of a Subscription (e.g., 1 month; 3 months; 12 months).

1. USE OF THE PRODUCT

1.1. Right to use

1.1.1. We grant you the right to access and use the Product included with your Subscription, as further described in this agreement. We reserve all other rights.

1.2. Acceptable use

1.2.1. You may use the Product only in accordance with this agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Product, except to the extent applicable law permits it despite these limitations. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that monitors your use of the Product. You may not rent, lease, lend, resell, transfer, or host the Product, or any portion thereof, to or for third parties.

1.3. End Users.

1.3.1. You control access by End Users, and you are responsible for their use of the Product in accordance with this agreement. For example, you will ensure End Users comply with the Acceptable Use Policy.

1.3.2. You are required to inform us within 5 business days of any user of your Subscription who leaves your employment so that their account may be terminated.

1.4. Responsibility for your accounts.

1.4.1. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Product. You must promptly notify Codex Edge Ltd about any possible misuse of your accounts or authentication credentials or any security incident related to the Product.

1.5. Preview releases.

1.5.1. We may make Previews available. Previews are provided "as-is," "with all faults," and "as-available," and are excluded from all limited warranties provided in this agreement. Previews may not be covered by support. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into general availability.

2. ORDERING

2.1. By ordering or renewing a Subscription, you agree to the Atlas Order Details for that Subscription. Unless otherwise specified in those Atlas Order Details, the Product is offered on an "as available" basis.

2.2. Pricing and payment.

2.2.1. Payments are due and must be made according to the Atlas Order Details for your Subscription before access will be granted.

2.2.2. During the Term of your Subscription, prices for the Product will not be increased, as to your Subscription, from those supplied to you on your Atlas Order Details at the time your Subscription became effective or was renewed, except where prices are identified as temporary in the Atlas Order Details. All prices are subject to change at the beginning of any Subscription renewal.

2.3. Renewal

2.3.1. Your Subscription will not automatically renew unless otherwise stated on your Atlas Order

2.3.2. Should you choose to renew your Subscription, this agreement will terminate, and your Subscription will thereafter be governed, by the terms and conditions set forth on the Atlas Order Details on the date on which your Subscription is renewed (the "**Renewal Terms**"). If you do not agree to any Renewal Terms, you may decline to renew your Subscription.

2.4. Taxes

2.4.1. Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and which we are permitted to collect from you under applicable law.

3. TERM, TERMINATION, AND SUSPENSION

3.1. Agreement term and termination

3.1.1. This agreement will remain in effect until the expiration, termination, or renewal of your Subscription, whichever is earliest.

3.2. Subscription termination

3.2.1. You may terminate a Subscription at the end of its Term; however, you must pay all amounts due and owing before the termination is effective.

3.3. Suspension

3.3.1. We may suspend your use of the Product if: (1) you do not pay amounts due under this agreement; or (2) you do not abide by the Acceptable Use Policy or you violate other terms of this agreement. If one or more of these conditions occurs, then we may suspend your use of the Product or terminate your Subscription and your account immediately without notice.

4. WARRANTIES

4.1. Limited warranty

4.1.1. We warrant that the Product will meet the terms of the Atlas Order Details throughout the Term.

4.2. Limited warranty exclusions

4.2.1. This limited warranty is subject to the following limitations:

4.2.1.1. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;

4.2.1.2. this limited warranty does not cover problems caused by accident, abuse or use of the Products in a manner inconsistent with this agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;

4.2.1.3. this limited warranty does not apply to problems caused by a failure to meet minimum system requirements; and

4.2.1.4. This limited warranty does not apply to Previews.

5. LIMITATION OF LIABILITY

5.1. Limitation

5.1.1. The aggregate liability of each party for all claims under this agreement is limited to direct damages up to the amount paid under this agreement for the Product during the 12 months before the cause of action arose.

5.2. Exclusion

5.2.1. Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable.

5.3. Exceptions to limitations.

5.3.1. The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to violation of the other's intellectual property rights.

6. MISCELLANEOUS

6.1. Notices.

6.1.1. You must send notices by mail, return receipt requested, to Codex Edge Ltd. 3rd Floor, 168 Shoreditch High Street, London, E1 6JE.

6.1.2. You agree to receive electronic notices from us, which will be sent by email to the account administrator you specify on the Atlas Order Details. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the account administrator email address that you specify on the Atlas Order Details is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

6.2. Severability

6.2.1. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

6.3. Waiver

6.3.1. Failure to enforce any provision of this agreement will not constitute a waiver.

6.4. Privacy Policy

6.4.1. You agree to adhere fully to Codex Edge Ltd. Privacy Policy ([GDPR-Privacy-Policy-Codex-Edge](#))

6.4.2. You agree that should any Lawyer listed on Atlas requests their data to be removed, you will notify Codex Edge Ltd. electronically to ashahin@codexedge.com stating the full name and current firm name within 7 days of the removal request.

6.5. No agency

6.5.1. This agreement does not create an agency, partnership, or joint venture.

6.6. No third-party beneficiaries

6.6.1. There are no third-party beneficiaries to this agreement.

6.7. Governing Law & Jurisdiction

6.7.1. This agreement and any dispute or claim (including non-contractual disputes of claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with law of England and Wales.

6.7.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes of claims) arising out of or in connection with it or its subject matter or formation.

6.8. Entire agreement

6.8.1. This agreement constitutes the entire agreement between the you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject.

6.8.2. You acknowledge that in entering into this agreement you do not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. You agree that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

6.9. Survival

6.9.1. The terms in Sections 1, 4, 5, and 6 will survive termination or expiration of this agreement.

6.10. Force Majeure

6.10.1. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labour disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of the Product)). This Section will not, however, apply to your payment obligations under this agreement.

6.11. Authority

6.11.1. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Subscription purchase or renewal, that entity will be treated as the owner of the Subscription for purposes of this agreement.

6.12. Accessibility Issues

Codex Edge will do its utmost to ensure that the 'ATLAS' system will remain in use and fully accessible throughout the period of our agreement. However, in the event that for any period where ATLAS is inaccessible due to issues at our end, the following shall apply;

1. If ATLAS is inaccessible for 4 hours or more in any 24 hour period, you will receive an additional week of access to ATLAS for each occurrence
2. If ATLAS is down for more than 24 hours, you will receive in addition to 1. a refund to the value of 48 hours access for each occurrence
3. Should ATLAS be down for more than 24 hours on at least 4 occasions during the initial 3 months, you will receive a full refund of £4,500...and still have access to the platform for the 3 months.