

TERMS OF USE

Enodo Tech Ltd

Last updated: [26/09/2026]

These Terms of Use (the “**Terms**”) govern access to and use of the contract risk analysis software, platform, and related services (the “**Service**”) provided by Enodo Tech Ltd, a company registered in England and Wales (company number 17200793) with its registered office at 61 Bridge Street, Kington, United Kingdom, HR5 3DJ (“**Enodo**”, “**we**”, “**us**”, or “**our**”).

By accessing or using the Service, registering an account, or clicking “I Agree”, you (“**Customer**”, “**you**”) agree to be bound by these Terms. If you are entering into these Terms on behalf of an organisation, you represent that you have authority to bind that organisation, and “you” refers to that organisation.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICE.

1. The Service

- 1.1 The Service uses artificial intelligence, machine learning, and natural language processing techniques to analyse contracts and other documents uploaded by Customer and to generate outputs including, without limitation, risk flags, clause summaries, scoring, commentary, suggested language and obligation tracking (“**Outputs**”).
- 1.2 The Service is a decision-support tool only. The Service does not provide legal advice, and no Output constitutes, or should be relied upon as, legal advice, a legal opinion, or a substitute for review by a qualified legal professional. No solicitor-client, attorney-client, or similar professional relationship is created between Enodo and Customer or any user by virtue of use of the Service.
- 1.3 Enodo may modify, suspend, or discontinue the Service, or any part or feature of it, at any time, with or without notice, and without liability to Customer, provided that Enodo will use reasonable endeavours to notify Customer of any material reduction in core functionality of a paid subscription.

2. Accounts and Acceptable Use

- 2.1 Customer is responsible for maintaining the confidentiality of login credentials and for all activity occurring under its account.
- 2.2 Customer shall not, and shall procure that its users do not:
 - 1)

reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying models, algorithms, or training methodologies of the Service;

- 2) use the Service to build, train, or improve a competing product or service;
- 3) use the Service to process any data it is not lawfully entitled to process, or in violation of applicable law;
- 4) resell, sublicense, rent, lease, or provide the Service to any third party otherwise than as expressly permitted in an applicable order form;
- 5) circumvent any usage limits, security measures, or access controls;
- 6) use the Service in any manner that could damage, disable, overburden, or impair Enodo's systems.

2.3 Enodo may suspend or terminate access immediately, without liability, if it reasonably believes Customer has breached this Section 2 or poses a security or legal risk to Enodo or third parties.

3. Fees

- 3.1 Fees are as set out in the applicable order form, quote, or online checkout. Unless stated otherwise, fees are non-refundable, quoted inclusive of VAT and other applicable taxes, and payable in advance.
- 3.2 Enodo may increase fees on renewal upon at least 30 days' notice. Continued use after the effective date of a fee change constitutes acceptance.
- 3.3 Late payments accrue interest at 4% per annum above the Bank of England base rate, calculated daily, and Enodo may suspend the Service for accounts more than 14 days overdue.

4. Intellectual Property

- 4.1 Enodo and its licensors own all right, title, and interest in and to the Service, including all software, models, algorithms, know-how, documentation, and any improvements, in each case whether or not developed in connection with Customer's use, and including all intellectual property rights therein. No rights are granted to Customer except the limited, non-exclusive, non-transferable, revocable right to access and use the Service during the subscription term in accordance with these Terms.
- 4.2 As between the parties, Customer retains ownership of the documents and data it uploads to the Service ("Customer Data"). Customer grants Enodo a worldwide, royalty-free, non-exclusive licence to host, copy, transmit, and process Customer Data solely to provide, maintain, secure, and improve the Service.
- 4.3 Customer grants Enodo a perpetual, irrevocable, royalty-free licence to use any feedback, suggestions, or ideas Customer provides about the Service for any purpose without obligation to Customer.

5. Disclaimers

- 5.1 NO WARRANTY ON OUTPUTS. AI-generated Outputs may be incomplete, inaccurate, or unsuitable for Customer's purposes. Customer is solely responsible for independently verifying all Outputs, and for any decisions made or actions taken in reliance on the Service. Enodo does not warrant that the Service will identify every risk, issue, obligation or non-standard clause present in any document.
- 5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 5.3 Enodo does not warrant compatibility with any particular document format, jurisdiction, governing law, or area of legal practice, and makes no representation that the Service is suitable for use in relation to any specific regulatory regime.

6. Limitation of Liability

- 6.1 NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY THAT CANNOT LAWFULLY BE LIMITED OR EXCLUDED, INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FRAUD.
- 6.2 SUBJECT TO SECTION 6.1, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS, HOWEVER ARISING.
- 6.3 SUBJECT TO CLAUSES 6.1 AND 6.5, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO ENODO IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 6.4 Customer acknowledges that the fees charged for the Service reflect the allocation of risk set out in this Section 6, and that Enodo would not provide the Service on these terms absent such allocation.
- 6.5 The caps and exclusions in Section 6.3 do not apply to, and there shall be no limit of liability in respect of:
 - 1) Customer's payment obligations under Section 3 (Fees);

- 2) infringement or misappropriation of the other party's intellectual property rights, including any breach of Section 4 (Intellectual Property)
 - 3) either party's obligations under Section 7 (Indemnification);
 - 4) Customer's breach of Section 2 (Acceptable Use)
- 6.6 Enodo shall have no liability whatsoever, and Customer's sole and exclusive remedy in respect of any Output shall be limited to requesting a re-run of the analysis, where:
- a) any Output is used, or relied upon, as legal advice;
 - b) any decision is made or document executed without independent professional review; or
 - c) Customer Data is inaccurate, incomplete, or unlawfully obtained.

7. Indemnification

- 7.1 Customer shall indemnify, defend, and hold harmless Enodo and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to:
- a) Customer Data or Customer's use of the Service in violation of these Terms, the Data Protection Agreement or applicable law;
 - b) any reliance by Customer or any third party on any Output;
 - c) Customer's breach of Section 2 (Acceptable Use); or
 - d) any dispute between Customer and its own clients, counterparties, or end users arising from or relating to the Service.

8. Confidentiality and Data Protection

- 8.1 Each party shall keep confidential the other's non-public business, technical, and financial information disclosed in connection with these Terms, save that Enodo may disclose Customer Data to subprocessors and service providers as reasonably necessary to provide the Service.
- 8.2 Where Customer Data includes personal data, the parties shall comply with applicable data protection law, and the terms of the data processing agreement in annex 1. Enodo acts as processor in respect of personal data within Customer Data, and Customer is solely responsible for ensuring it has a lawful basis to upload such data to the Service.

9. Illegal Content Reporting and Complaints (Shared Content Features)

9.1

Scope. This Section applies only to any functionality within the Service that allows Authorised Users of the same Customer to share, view, or comment on content generated or uploaded by another Authorised User of that Customer (“Shared Content Features”). It does not apply to Customer’s private use of the core risk-analysis functionality of the Service, where content is not shared between users.

- 9.2 Illegal content. In this Section, “Illegal Content” has the meaning given in the Online Safety Act 2023 — broadly, content amounting to a criminal offence under the law of England and Wales, Scotland, or Northern Ireland, including (without limitation) content amounting to a “priority offence” as defined in that Act.
- 9.3 Our approach to illegal content. We operate systems and processes that are designed and proportionate to minimise the risk of Illegal Content being shared via the Shared Content Features and to remove or restrict access to such content where we become aware of it, having regard to the nature, purpose, and user base of the Service.
- 9.4 Reporting illegal content. Any user of the Shared Content Features, and any other person affected by content shared via them (“affected person”), may report content they consider to be Illegal Content by contacting us by email at support@enodotech.io or via the reporting mechanism accessible on our website at enodotech.io/support. A report should identify the content concerned and explain why the reporter considers it to be Illegal Content, so far as reasonably possible.
- 9.5 Handling of reports. On receipt of a report under Section 9.4, we will:
- a) acknowledge receipt of the report;
 - b) assess the reported content by reference to whether we have reasonable grounds to infer that it amounts to Illegal Content;
 - c) where we conclude the content is Illegal Content, take down or restrict access to that content within a reasonable time; and
 - d) notify the reporter of the outcome of our assessment and any action taken, so far as we are able to do so consistently with our other legal obligations (including data protection law and any obligations of confidentiality).
- 9.6 Complaints procedure. Any user of the Shared Content Features, or affected person, may complain to us about: (a) content shared via the Shared Content Features which they consider to be Illegal Content; (b) a decision we have made to take down, restrict, or leave up content following a report under this Section; (c) any action we have taken against a user’s account (including a warning, suspension, or ban) as a result of content we consider to be Illegal Content; or (d) our compliance with our duties under the Online Safety Act 2023, so far as those duties apply to the Service.
- 9.7 How to complain. Complaints under Section 9.6 may be made to support@enodotech.io or via the complaints mechanism accessible on our website at enodotech.io/support. We will operate this complaints procedure so that it is easy to access, easy to use, and transparent, and we will take

appropriate action in response to a valid complaint within a reasonable time, which may include reversing a previous decision, removing or restoring content, or taking action against a user's account.

- 9.8 No guarantee of outcome. Operating a reporting and complaints procedure under this Section does not guarantee that any particular content will be removed, restricted, or restored, or that any particular action will be taken against a user; we will exercise reasonable judgement having regard to our legal obligations, this Section, and the rights of other users.

10. Term and Termination

- 10.1 These Terms commence on the date Customer first accesses the Service and continue until terminated as set out herein or in the applicable order form.
- 10.2 Enodo may terminate or suspend these Terms or the Service immediately upon notice if:
- a) Customer breaches any material term and, where remediable, fails to remedy it within 14 days of notice;
 - b) Customer becomes insolvent; or
 - c) Enodo reasonably determines that continued provision of the Service would expose it to legal or regulatory risk.
- 10.3 Upon termination, all licences granted to Customer cease immediately, and Customer shall have no entitlement to any refund of fees paid, except as required by law. Sections 4, 5, 6, 7, 8, 9, and 12 survive termination. save that Enodo's obligations under Section 9 in respect of any report or complaint made before termination continue until that report or complaint has been resolved.

11. Changes to These Terms

Enodo may amend these Terms from time to time by posting updated Terms and, where changes are material, providing notice via the Service or email. Continued use of the Service after the effective date constitutes acceptance of the amended Terms. It is Customer's responsibility to review the Terms periodically.

12. General

- 12.1 **Governing law and jurisdiction.** These Terms are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.2 **Assignment.** Customer may not assign or transfer these Terms without Enodo's prior written consent. Enodo may assign these Terms freely, including in connection with a merger, acquisition, or sale of assets.

- 12.3 **Force majeure.** Enodo is not liable for any failure or delay caused by events beyond its reasonable control.
- 12.4 **Entire agreement.** These Terms, together with any applicable order form and the data processing agreement in annex 1, constitute the entire agreement between the parties and supersede all prior agreements relating to the Service.
- 12.5 **Severability.** If any provision of these Terms is held unenforceable, the remaining provisions remain in full force and effect, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable.
- 12.6 **No waiver.** No failure or delay by Enodo in exercising any right under these Terms operates as a waiver of that right.
- 12.7 **Notices.** Notices to Enodo should be sent to info@enodotech.io

Contact: [info@enodotech.io] | Enodo Tech Ltd

Annex 1 - DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) forms part of, and is incorporated into, the Terms of Use between Enodo Tech Ltd (“**Enodo**”, “**Processor**”) and the customer entity identified in the applicable order form or account registration (“**Customer**”, “**Controller**”) (together, the “**Parties**”). This DPA applies to the extent Enodo processes Personal Data on behalf of Customer in the course of providing the Service. In the event of any conflict between this DPA and the Terms of Use in respect of the processing of Personal Data, this DPA prevails.

1. Definitions

- 1.1 “**Data Protection Legislation**” means, as applicable: the UK GDPR and the Data Protection Act 2018; the EU General Data Protection Regulation (2016/679); and any other data protection or privacy law applicable to the processing of Personal Data under this DPA, in each case as amended, replaced, or superseded from time to time.
 - 1.2 “**Personal Data**”, “**processing**”, “**Controller**”, “**Processor**”, “**Data Subject**”, “**Sub-processor**”, and “**Personal Data Breach**” have the meanings given in the Data Protection Legislation.
 - 1.3 “**Customer Personal Data**” means Personal Data contained within Customer Data that is processed by Enodo on behalf of Customer in connection with the Service.
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2. Roles of the Parties

- 2.1 The Parties agree that, in respect of Customer Personal Data, Customer is the Controller and Enodo is the Processor. Customer is solely responsible for determining the purposes and means of processing, for ensuring it has a valid lawful basis to upload and process Customer Personal Data via the Service, and for the accuracy and legality of Customer Personal Data submitted to the Service.
- 2.2 Enodo will process Customer Personal Data only on documented instructions from Customer, including as set out in this DPA and as necessary to provide the Service, unless required to do otherwise by applicable law, in which case Enodo shall, to the extent permitted by law, inform Customer of that legal requirement before processing.
- 2.3 Customer instructs Enodo to process Customer Personal Data to:
 - 1) provide, maintain, and support the Service;
 - 2) perform AI-driven contract risk analysis and generate Outputs;
 - 3) provide customer support; and

- 4) comply with applicable law.

Any additional or alternative instructions must be agreed in writing and may be subject to additional fees if they require material changes to the Service.

3. Details of Processing

The details of the processing required under Article 28(3) of the UK/EU GDPR are set out below:

Item	Details
Subject matter	Provision of the Service, being AI-based analysis of contracts and related documents uploaded by Customer
Duration	The term of the Terms of Use, plus any period during which Enodo retains Customer Personal Data in accordance with Section 9 (Deletion and Return)
Nature and purpose of processing	Hosting, storage, transmission, and automated analysis of uploaded documents; generation of Outputs (risk flags, summaries, scoring); provision of customer support
Categories of Data Subjects	Determined by Customer; may include Customer's employees, contractors, counterparties, signatories, and other individuals named or referenced in uploaded documents
Types of Personal Data	Determined by Customer; may include names, job titles, contact details, signatures, and other Personal Data appearing in contracts and related documents. Customer shall not upload special category data unless appropriately anonymised and shall notify Enodo in advance if it intends to do so.

4. Sub-processors

- 4.1 Customer provides Enodo with general authorisation to engage Sub-processors to process Customer Personal Data in connection with the Service. As at the date of this DPA, the Sub-processors engaged to process Customer Personal Data in delivering the Service are:

Sub-processor	Function	Processing location
Google (Agent Platform API — UK)	AI-based analysis of uploaded documents (risk identification, scoring, Output generation)	United Kingdom
Hetzner Online GmbH	Cloud hosting and infrastructure for the Service	European Union

Enodo shall maintain an up-to-date version of this list and shall notify Customer of any addition or replacement in accordance with Section 4.2. For the avoidance of doubt, service providers Enodo uses solely in connection with its own business operations and account/billing relationship with Customer's

authorised users (for example, email delivery and payment processing providers) are not Sub-processors of Customer Personal Data for the purposes of this DPA and are addressed instead in Enodo's Privacy Policy.

- 4.2 Enodo shall notify Customer of any intended addition or replacement of a Sub-processor with at least 14 days' notice, and Customer may object on reasonable data protection grounds within that period by written notice to Enodo. If the Parties cannot resolve the objection, Customer's sole remedy is to terminate the affected part of the Service in accordance with the Terms of Use; continued use of the Service after the notice period constitutes acceptance of the Sub-processor.
- 4.3 Enodo shall use reasonable efforts to impose data protection obligations on each Sub-processor that are materially consistent with the obligations set out in this DPA, taking into account the nature of the Sub-processor's services and the terms reasonably available to Enodo given its scale, and shall remain liable to Customer for each Sub-processor's performance of its data protection obligations to the same extent as if Enodo had performed the relevant processing itself.

5. Security

- 5.1 Enodo shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, having regard to the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing.

6. Personal Data Breach

- 6.1 Enodo shall notify Customer promptly and without undue delay, after becoming aware of a confirmed Personal Data Breach affecting Customer Personal Data.
- 6.2 Such notification shall include the information reasonably available to Enodo necessary for Customer to meet its own notification obligations under the Data Protection Legislation. Enodo shall provide reasonable cooperation and assistance to Customer in relation to any such Personal Data Breach.
- 6.3 Enodo's notification of, or response to, a Personal Data Breach is not an acknowledgement of fault or liability.

7. Assistance with Data Subject Rights and Compliance

- 7.1 Taking into account the nature of the processing, Enodo shall provide reasonable assistance to Customer, by appropriate technical and organisational measures, to enable Customer to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation. If Enodo receives a request directly from a Data Subject, it shall not respond directly (save to confirm it has forwarded the request) and shall promptly forward the request to Customer.

- 7.2 Enodo shall provide reasonable assistance to Customer with data protection impact assessments and prior consultations with supervisory authorities, in each case solely in relation to processing of Customer Personal Data by Enodo and taking into account the information available to Enodo. Customer shall reimburse Enodo for time spent on such assistance beyond 2 hours per calendar quarter at Enodo's then-current professional services rates.

8. Audit Rights

- 8.1 Enodo shall make available to Customer, on request and no more than once per 12-month period, information reasonably necessary to demonstrate compliance with this DPA, which may be satisfied by providing a summary of relevant certifications, audit reports, or policy documentation then held by Enodo.
- 8.2 Where such information is insufficient to demonstrate compliance, Customer may conduct an audit, not more than once per calendar year subject to:
- a) at least 30 days' prior written notice;
 - b) execution of a mutually acceptable confidentiality agreement;
 - c) being conducted during normal business hours in a manner that does not unreasonably disrupt Enodo's operations; and
 - d) Customer bearing all reasonable costs of the audit, including Enodo's time at its then-current professional services rates.
- 8.3 Customer may only exercise this right where the information and documentation provided under Clause 8.1 does not reasonably demonstrate Enodo's compliance with this DPA; or a Personal Data Breach affecting Customer Personal Data has occurred and Customer reasonably requires further assurance as to its scope or remediation. For the avoidance of doubt, this right may not be exercised as a routine or precautionary matter where Clause 8.1 has already been satisfied.
- 8.4 Any audit must be conducted by a mutually agreed, independent, professionally qualified third-party auditor bound by written confidentiality obligations no less protective than those in the Terms of Use, and not by Customer's own personnel or an auditor engaged by a business that Enodo reasonably considers to be a direct competitor. Enodo's agreement to a proposed auditor shall not be unreasonably withheld.
- 8.5 Enodo may reasonably restrict the auditor's access to information or systems relating to other customers, to Enodo's pricing or commercial terms, or to Enodo's confidential security architecture where disclosure is not reasonably necessary to verify compliance with this DPA, and may instead satisfy the request through a written summary or extract prepared for that purpose.
- 8.6

Where the subject matter of a requested audit relates to a Sub-processor's own infrastructure or systems (rather than Enodo's), Enodo shall use reasonable efforts to make available the Sub-processor's own third-party audit reports and certifications in satisfaction of the request, and shall not be obliged to procure Customer's or its auditor's direct access to the Sub-processor's premises or systems.

9. Deletion and Return of Data

- 9.1 On termination or expiry of the Terms of Use, Enodo shall, at Customer's written election made within 30 days of termination, delete or return Customer Personal Data, save that Enodo may retain copies:
- a) as required by applicable law;
 - b) in routine backup archives until their scheduled deletion in the ordinary course of business; or
- 9.2 If Customer does not make an election within the 30-day period, Enodo may delete Customer Personal Data subject to these terms and applicable law.
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10. International Transfers

- 10.1 As at the date of this DPA, Enodo's Sub-processors that process Customer Personal Data (Google, in respect of its UK-based Agent Platform API processing under a paid business account, and Hetzner, in respect of its European Union data centres) process such data within the United Kingdom and the European Union respectively. Customer acknowledges that, notwithstanding the foregoing, Google's standard terms permit limited, transient storage or caching of prompts and generated content outside the UK/EU solely for the purposes of detecting violations of Google's acceptable use policies and complying with legal or regulatory disclosure obligations, and that such incidental processing does not, in Enodo's reasonable assessment, constitute a systematic or substantive transfer of Customer Personal Data requiring an additional transfer mechanism under the Data Protection Legislation, but is disclosed here for transparency. Should this position change in any material respect — including if Enodo engages a new Sub-processor, or an existing Sub-processor changes its processing location or data-retention practices — Enodo shall put in place an appropriate transfer mechanism recognised under the Data Protection Legislation before any such transfer occurs, and shall update the Sub-processor list at Section 4.1 accordingly.
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11. Liability

- 11.1 Each Party's liability arising out of or in connection with this DPA, whether in contract, tort, or otherwise, is subject to the limitations and exclusions of liability set out in the Terms of Use, which apply to this DPA as if set out in full.

12. General

- 12.1 **Order of precedence.** In the event of a conflict between this DPA and the Terms of Use regarding the processing of Personal Data, this DPA prevails. In all other respects, the Terms of Use govern.
- 12.2 **Governing law.** This DPA is governed by the same governing law and jurisdiction provisions as the Terms of Use.
- 12.3 **Term.** This DPA remains in effect for as long as Enodo processes Customer Personal Data on behalf of Customer.

Contact: [info@enodotech.io] | *Enodo Tech Ltd*