Standard Terms and Conditions

Clerkr ApS, Nørregade 28D, 1., 1165 København K, Denmark, CVR no. 46311809
Version 2.0. These Terms enter into force on 3 November 2026 and apply to Agreements entered into on or after that date. For existing Agreements they take effect 30 days after notification in accordance with section 17. A Danish version is available at https://clerkr.ai/da/vilkaar; in case of discrepancy, the version the Agreement refers to prevails.

1. General

1.1 These Standard Terms and Conditions ("Terms") apply to the licensing and provision of software and related services by Clerkr ApS ("Clerkr") to its customers ("Customer").

1.2 The contractual relationship between Clerkr and the Customer consists of the applicable order form, subscription agreement or other written agreement entered into between the Parties (the "Agreement"), these Terms and the Data Processing Agreement.

1.3 The Agreement becomes binding when signed by both Parties or otherwise accepted in writing by the Parties.

1.4 In the event of inconsistency, the following order of precedence applies: (i) the Data Processing Agreement, for matters concerning the processing of personal data; (ii) the Agreement; (iii) these Terms.

1.5 Any terms or conditions proposed by the Customer shall not apply unless expressly accepted in writing by Clerkr.

2. Definitions

2.1 "Agreement" means the agreement between Clerkr and the Customer concerning the provision of the Product. "Customer" means the legal entity purchasing or otherwise receiving access to the Product. "Parties" means Clerkr and the Customer collectively. "Product" means the Clerkr software platform, add-ins, services and related functionality supplied under the Agreement. "User" means an individual authorised by the Customer to access and use the Product. "Subscription", "Subscription Period" and "Subscription Fee" mean the Customer's subscription, its term and the fee payable, as specified in the Agreement. "Customer Data" means all data, information, documents, emails, messages and other material submitted, uploaded or made available to the Product by or on behalf of the Customer or its Users, including through connected systems. "AI Output" means text, summaries, drafts, tasks and other material generated by the Product on the basis of Customer Data and the Customer's requests. "Business Day" means a weekday other than a Danish public holiday. "Data Processing Agreement" means the data processing agreement entered into between the Parties in accordance with section 18.

3. Licence and access

3.1 Subject to the Customer's compliance with the Agreement and payment of the applicable fees, Clerkr grants the Customer a limited, non-exclusive and non-transferable right to use the Product during the Subscription Period for the Customer's internal business purposes, by the number of Users specified in the Agreement.

3.2 The Customer may not sublicense, resell, lease, distribute or otherwise make the Product available to third parties unless expressly agreed in writing with Clerkr.

3.3 User accounts are personal and must not be shared. The Customer is responsible for ensuring that its Users comply with the Agreement and these Terms, and shall promptly disable or request the removal of access for any User who is no longer authorised.

3.4 The Customer is responsible for the equipment, software, internet connection and other technical facilities required to access the Product, and shall use the Product in accordance with applicable law and only for its intended purpose.

3.5 Clerkr may monitor use of the Product to the extent reasonably necessary to verify compliance with the Agreement, protect the Product and its users, and prevent misuse. Such monitoring is limited to usage metadata and does not involve review of Customer Data except where the Customer has disengaged the support access lock described in the Data Processing Agreement.

4. Fees and payment

4.1 The Customer shall pay the fees specified in the Agreement. Unless otherwise agreed, invoices are payable within 14 days from the invoice date. All fees are exclusive of VAT and other applicable taxes.

4.2 If payment is not made when due, Clerkr may charge interest and reasonable collection costs in accordance with applicable law. If an undisputed amount remains unpaid, Clerkr may, following at least 14 days' written notice, suspend the Customer's access to the Product until payment has been received. Suspension does not relieve the Customer of its obligation to pay fees accrued during the suspension period, and Customer Data is retained during suspension.

5. Trial access

5.1 Clerkr may offer the Customer access to the Product on a trial basis for a period of 14 days, free of charge and without any service-level commitment. The trial ends automatically upon expiry of the trial period or when the Customer enters into a paid Subscription.

5.2 Customer Data entered during a trial is subject to the same security, confidentiality and data protection obligations as under a paid Subscription. Unless the Customer enters into a paid Subscription, Customer Data entered during the trial is deleted within 30 days after expiry of the trial. The Customer is responsible for exporting any data it wishes to retain before then.

6. Intellectual property rights and restrictions

6.1 Clerkr and its licensors retain all rights, title and interest in and to the Product, including all software, source code, databases, designs, interfaces, documentation, trademarks and other intellectual property rights. Except for the limited licence expressly granted under these Terms, no rights to the Product are transferred to the Customer.

6.2 The Customer shall not, directly or indirectly: (a) copy, reproduce, modify or create derivative works based on the Product; (b) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code of the Product; (c) circumvent or interfere with security or access controls; (d) use automated means to scrape, crawl, extract or index the Product; (e) make the Product available to unauthorised third parties; or (f) use the Product or information obtained through the Product to develop or support a competing product or service. Nothing in these Terms prevents the Customer from using information obtained through the Product in accordance with applicable law and the Agreement.

7. Customer Data and AI Output

7.1 The Customer retains all rights, title and interest in Customer Data. Clerkr acquires no rights in Customer Data other than the limited right to process it to provide the Product in accordance with the Agreement and the Data Processing Agreement.

7.2 As between the Parties, the Customer owns all AI Output. To the extent Clerkr holds any rights in AI Output, Clerkr assigns them to the Customer upon creation. Clerkr makes no claim to AI Output and does not use AI Output for any purpose other than delivering it to the Customer.

7.3 Clerkr shall not use Customer Data or AI Output to train, fine-tune, evaluate or improve any language model or other AI system, shall not use Customer Data for cross-customer analytics, benchmarking, marketing or any other secondary purpose, and shall ensure that no sub-processor does so. Customer Data is processed and stored exclusively within the European Union, as described in the Data Processing Agreement.

7.4 The Customer is responsible for ensuring that it has the necessary rights and permissions to upload, store and process Customer Data through the Product, and that Customer Data does not contain unlawful or infringing material. Clerkr may restrict access to or remove material where reasonably necessary to comply with applicable law or a binding order, protect the Product or third parties, or prevent misuse, and shall notify the Customer of any such measure without undue delay.

7.5 The Product may contain information obtained from third-party sources. Clerkr does not guarantee the accuracy, completeness, availability or continued inclusion of information originating from such sources.

8. Changes to the Product

8.1 Clerkr may modify, improve, replace or discontinue features of the Product as part of the ongoing development and operation of its services, including technical improvements, security updates, changes resulting from third-party dependencies and regulatory requirements. Clerkr will use reasonable efforts to ensure that material changes do not substantially impair the overall functionality of the Product and will give at least 30 days' notice of the discontinuation of a material feature.

8.2 Clerkr may carry out maintenance which temporarily affects availability. Planned maintenance is carried out outside normal Danish business hours where reasonably practicable and announced at least 48 hours in advance.

9. Support and service levels

9.1 Clerkr provides support by email to support@clerkr.ai on Business Days between 09:00 and 17:00 Danish time. Clerkr responds to support requests within one Business Day and to

incidents that prevent the Customer from using the Product (priority 1) within 4 hours during business hours.

9.2 Clerkr targets a monthly availability of 99.5 % of the Product, measured per calendar month and excluding planned maintenance announced in accordance with section 8.2, Force Majeure Events and outages caused by the Customer or its third-party providers. If availability in a calendar month falls below 99.5 %, the Customer is entitled, on written request within 30 days, to a credit of 10 % of the monthly Subscription Fee for that month, and 25 % if availability falls below 98 %. Credits are the Customer's sole remedy for reduced availability, except in cases of gross negligence or wilful misconduct.

9.3 Clerkr does not warrant that the Product will be entirely free from errors or interruptions. Where agreed in writing, a customer-specific service level agreement prevails over this section.

10. AI and legal information disclaimer

10.1 The Product uses artificial intelligence to process and generate information on the basis of Customer Data and, where the Customer enables it, selected publicly available sources. AI Output is generated automatically and may be inaccurate, incomplete, misleading or outdated. The Product is designed so that every AI Output cites the documents it is based on and remains a draft until a User reviews and approves it, and the Product cannot send any communication on the Customer's behalf.

10.2 Neither the Product nor any AI Output constitutes legal advice or a legal opinion, and Clerkr does not provide legal advice through the Product. The Customer and its Users are solely responsible for reviewing and verifying AI Output and for assessing whether it is suitable for the purpose for which it is used. AI Output must not be relied upon as a substitute for independent professional assessment.

10.3 To the fullest extent permitted by applicable law, Clerkr shall not be liable for any loss arising out of the Customer's or any User's reliance on AI Output, including any decision, legal assessment, action or omission taken on the basis of it. This does not limit Clerkr's liability for breach of its confidentiality, security or data protection obligations under sections 12, 16 and 18.

11. Force majeure

11.1 Neither Party shall be liable for a failure or delay in performing its obligations to the extent caused by circumstances beyond its reasonable control, including war, terrorism, civil unrest, governmental measures, epidemics, natural disasters, fire, industrial disputes, failures of telecommunications or infrastructure, widespread power outages, cyber incidents not attributable to the affected Party's failure to implement reasonable security measures, and failures of third-party suppliers ("Force Majeure Event"). The affected Party shall notify the other Party without undue delay and use reasonable efforts to mitigate the effects. If a Force Majeure Event continues for more than 60 days, either Party may terminate the Agreement by written notice.

12. Liability

12.1 Each Party shall be liable in accordance with applicable law for losses caused by its breach of the Agreement.

12.2 To the fullest extent permitted by applicable law, neither Party shall be liable for indirect or consequential losses, including loss of profit, revenue, business opportunities, goodwill or anticipated savings.

12.3 Clerkr's aggregate liability arising out of or in connection with the Agreement shall be limited to an amount corresponding to the fees paid by the Customer during the 12 months preceding the event giving rise to the claim.

12.4 For claims arising from Clerkr's breach of its confidentiality obligations (section 16) or its data protection and security obligations (section 18 and the Data Processing Agreement), the limitation in section 12.3 is replaced by an amount corresponding to twice the fees paid by the Customer during the 12 months preceding the event, and the exclusion of indirect losses in section 12.2 does not apply to fines, costs of notifying data subjects and reasonable costs of investigation and remediation incurred by the Customer as a result of the breach.

12.5 The limitations in this section do not apply to liability which cannot lawfully be limited or excluded, including liability for gross negligence or wilful misconduct.

13. Term and termination

13.1 The Agreement commences on the date set out in the Agreement and continues for the agreed Subscription Period. Unless otherwise specified in the Agreement, the Subscription renews automatically for successive periods of 12 months unless terminated by either Party by giving 30 days' written notice before the end of the then-current Subscription Period.

13.2 Either Party may terminate the Agreement with immediate effect if the other Party commits a material breach and fails to remedy it within 30 days after receiving written notice. Clerkr may suspend access or terminate with immediate effect where reasonably necessary due to unlawful use, serious security risks, infringement of third-party rights or other material misuse, and shall inform the Customer of the reason without undue delay.

13.3 Termination does not affect rights and obligations accrued before the effective date of termination. Unless otherwise agreed, fees paid for the current Subscription Period are non-refundable upon termination by the Customer, except where termination is due to Clerkr's material breach or follows an objection under the Data Processing Agreement.

14. Consequences of termination

14.1 Upon termination or expiry, the Customer's right to access and use the Product ceases, and the Customer shall ensure that its Users cease use.

14.2 The Customer may export its Customer Data in DOCX and PDF format through the Product at any time before termination and may, within 30 days after termination, request a SQL dump of its organisational data. Clerkr deletes Customer Data within 30 days after termination, and backups expire within a further 30 days, as set out in the Data Processing Agreement.

15. Assignment

15.1 Neither Party may assign or transfer its rights or obligations under the Agreement without the prior written consent of the other Party. Clerkr may, without consent, assign the Agreement to an affiliated company or in connection with a merger, restructuring or sale of all or part of its business, provided that the Customer's rights, including those under the Data Processing Agreement and section 16, are not materially adversely affected and the Customer is notified in writing.

16. Confidentiality

16.1 Each Party shall keep confidential all non-public information received from the other Party in connection with the Agreement and shall use it only for the purposes of the Agreement. Confidential information may only be disclosed to employees, advisers and subcontractors who have a legitimate need to know and are bound by confidentiality obligations no less protective than these.

16.2 The obligations do not apply to information which is or becomes publicly available through no fault of the receiving Party, was lawfully known to the receiving Party before disclosure, is independently developed without use of the confidential information, or must be disclosed pursuant to law or an order from a competent authority, in which case the receiving Party shall, where legally permitted, notify the disclosing Party in advance and disclose only what is required.

16.3 Clerkr acknowledges that the Customer is a law firm and that Customer Data and AI Output may be subject to legal professional privilege and statutory duties of confidentiality. Clerkr's confidentiality obligations with respect to Customer Data and AI Output are not limited in time and survive termination of the Agreement indefinitely. Clerkr's obligations with respect to the Customer's other confidential information, and the Customer's obligations with respect to Clerkr's confidential information, survive termination for 5 years.

17. Amendments

17.1 Clerkr may amend these Terms where reasonably necessary due to changes in its services, technology, business model, applicable law or security requirements. Updated Terms will be made available to the Customer and take effect 30 days after notification, unless a different effective date is required by law. If an amendment materially and adversely affects the Customer's rights, the Customer may terminate the Agreement by written notice before the amendment takes effect and is entitled to a pro rata refund of prepaid fees for the period after termination.

18. Personal data and security

18.1 The Customer is the data controller for personal data processed through the Product, and Clerkr acts as data processor on the Customer's behalf. Such processing is governed by the Data Processing Agreement entered into between the Parties, which forms an integral part of the Agreement. In the event of conflict concerning the processing of personal data, the Data Processing Agreement prevails.

18.2 Clerkr shall process personal data only on documented instructions from the Customer, implement the technical and organisational measures described in the Data Processing Agreement and its Security Overview, keep Customer Data within the European Union, use sub-processors only in accordance with the Data Processing Agreement, and notify the Customer of personal data breaches without undue delay and no later than 24 hours after becoming aware.

18.3 The Customer shall ensure that the processing of personal data through the Product has a lawful basis and that it has complied with its obligations as controller.

19. Notices

19.1 Notices relating to the Agreement shall be made in writing to the contact details specified in the Agreement. Notices concerning support and operational matters may be sent to

support@clerkr.ai, and notices concerning data protection and security to privacy@clerkr.ai. A notice is deemed received one Business Day after transmission.

20. Entire agreement and severability

20.1 The Agreement, these Terms and the Data Processing Agreement constitute the entire agreement between the Parties concerning the subject matter and supersede any prior understandings or agreements concerning the same subject matter. If any provision is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision shall be replaced or interpreted so as to achieve its commercial purpose to the extent permitted by law.

21. Governing law and dispute resolution

21.1 The Agreement and these Terms are governed by the laws of Denmark, excluding its conflict of law rules. The Parties shall first attempt in good faith to resolve any dispute through negotiation. Any dispute shall be finally settled by the Danish courts, with the Copenhagen City Court as agreed venue.

22. Effective date

22.1 These Terms enter into force on 3 November 2026 and apply to Agreements entered into on or after that date. For Agreements entered into before that date, these Terms replace the previous version 30 days after notification in accordance with section 17.