

1. Description

LockRoom includes the website <https://www.lockroom.com/> and all other LockRoom domains included within this website (“Website”), the software provided by LockRoom to offer services related to the Website (“Application”), and provides the possibility for secure storage and exchange of confidential business information (the “LockRoom VDR”).

LockRoom VDR is provided by one of the LockRoom Group of companies (“LockRoom”) to any individual (“you”) authorized to use LockRoom VDR by a legal entity that concluded an agreement with LockRoom. Your use of LockRoom VDR is subject to these Terms of Use, the Privacy Policy, Cookie Policy, and GDPR Policy.

To the maximum extent permitted by law, LockRoom VDR is provided “as is” and “as available,” without warranty of any kind, whether express, implied, or statutory, and LockRoom hereby expressly disclaims any and all implied warranties, including, but not limited to, those of merchantability, fitness for a particular purpose. You agree that LockRoom VDR may contain technical inaccuracies or typographical errors.

2. Acceptance of Terms

By accepting or using LockRoom VDR, you agree to comply with and be bound by these Terms of Use (the “Terms of Use”). If you do not agree to these Terms of Use, please do not use LockRoom VDR.

3. Prohibited Use

You can use LockRoom VDR only for its intended purpose as described in these Terms of Use. You shall not:

- Use LockRoom VDR for any unlawful purpose, or for purposes prohibited by these Terms of Use.
- Access or attempt to access LockRoom VDR by any means other than through the means provided by LockRoom.
- Use or attempt to use another user's Personal Account, password, or system without authorization from LockRoom.
- Access or attempt to access any User Content which you are not authorized to access.
- Engage in any activity that disrupts or interferes with LockRoom VDR (or the servers and networks connected to LockRoom VDR).
- Upload, post, or otherwise transmit through LockRoom VDR any viruses or other harmful, disruptive, or destructive files or use any third-party software that intercepts, "mines," or otherwise collects information from or through LockRoom VDR.
- Institute, assist, or become involved in an attack upon any LockRoom server or otherwise attempt to disrupt LockRoom servers.
- Exploit vulnerabilities or defects in security procedures and controls of LockRoom VDR to cause damage or obtain unauthorized access to information stored in any system.

Any attempt by you to damage LockRoom's servers or undermine the legitimate operation of LockRoom is a violation of criminal and civil laws, and should such an attempt be made, LockRoom reserves the right to seek damages to the fullest extent permitted by law.

4. Your Passwords and Personal Account Security

You are required to create a Personal Account with LockRoom (“Personal Account”) to use LockRoom VDR. You agree to submit accurate, current, and complete information about yourself and promptly update such information.

You agree and understand that you are responsible for maintaining the confidentiality of all usernames and passwords associated with any Personal Account you use to access LockRoom VDR. You are entirely responsible for any activities that occur under your Personal Account and password, whether or not such use was authorized by you.

You may not use anyone else’s Personal Account at any time without the permission of the Personal Account holder. If LockRoom suspects that your information is untrue, inaccurate, not current, or incomplete, LockRoom has the right to suspend or terminate your use of LockRoom VDR.

LockRoom is not liable for any harm caused or related to the theft or misappropriation of your username, password, or user content, disclosure of your username or password, or your authorization of anyone else to use your username or password. However, you could be held liable for losses incurred by LockRoom or another party due to someone else using your Personal Account or password. If you become aware of any unauthorized use of your password or Personal Account, please notify LockRoom immediately at security@lockroom.com.

5. Service Access

LockRoom gives no warranties as to the accessibility, performance, or availability of LockRoom VDR. Temporary suspension of access to the Website or Application may occur without notice at our discretion, including in the case of repair, maintenance, system failure, or for reasons beyond our control. LockRoom reserves the right to suspend the operation of LockRoom VDR. LockRoom shall not be liable if LockRoom VDR is unavailable for any period or time.

You agree that neither LockRoom nor its third-party providers will be liable to you in any way for the termination, suspension, interruption, or delay of LockRoom VDR.

6. Security

At LockRoom, we are committed to utilizing all available and necessary measures to ensure that LockRoom VDR operates smoothly and without any weaknesses.

However, no password-protected system of data storage and retrieval can be made entirely impenetrable. Accordingly, you acknowledge and accept that no computer or information system is absolutely invulnerable, and it may be possible for an unauthorized third party to access, view, copy, modify, or distribute the data and files you store in your Personal Account.

You agree that LockRoom will not be liable to you in any way for any vulnerabilities discovered and will patch them within a reasonable time. You agree that should you discover any vulnerability or defect, you will immediately report it to security@lockroom.com and maintain any information regarding the discovery of the vulnerability or defect in strict confidence, without disclosing it to any third party.

LockRoom does not review, inspect, edit, or monitor any User Content stored by you or any other user of LockRoom VDR, including for viruses, worms, "Trojan horses," or any other similar contaminating or destructive features. LockRoom reserves the right, solely at its own discretion, to refuse, remove, or disable access to User Content stored on LockRoom servers that LockRoom learns may be illegal or may violate these Terms of Use, although it has no obligation to do so. You are solely responsible for protecting the information on your computer or other devices, for example, by installing anti-virus software, updating your applications, password-protecting your files, and not permitting third-party access to your computer.

7. Data Privacy

Our Privacy Policy describes how personally identifiable information is collected, stored, used, managed, and disclosed by LockRoom.

Our Cookie Policy explains how LockRoom uses cookies or similar technologies to analyze trends, administer the Website, and track users' movements while browsing our sites.

8. User Content

All materials, documents, communications, or information submitted to, sent through, or stored on the Website or Application by you ("User Content"), will be subject to LockRoom's Privacy Policy and these Terms of Use.

You represent and warrant that you have the legal right, ownership, or proper license to use and upload any User Content, and that such User Content does not violate the intellectual

property rights, including but not limited to copyrights, trademarks, and patents, of any third party.

Subject to these Terms of Use and applicable laws, your User Content may be used in any manner authorized by you, the Corporate Account Owner, Corporate Account Manager, or Corporate Account Project Coordinator. It is your sole responsibility to determine what limitations, if any, are placed on your use of the User Content distributed within the Data Room. If you obtain unauthorized access to materials created or used by others outside of your working group in conjunction with the LockRoom Service, you have no right to use such materials in any way. You also acknowledge and agree that LockRoom has no liability if members of your working group, other persons you have allowed to access your User Content, or any third party modify, destroy, corrupt, copy, or distribute your User Content.

LockRoom does not own any User Content and will not monitor, edit, or disclose any information regarding you or your Personal Account, including any User Content, without your prior permission except in accordance with these Terms of Use.

Unless you explicitly request to opt-out, LockRoom may analyze anonymized and vectorized data to develop, improve, and personalize its products and services using heuristics evaluation, machine learning algorithms, and other techniques. This analysis will only involve unidentifiable data and will stay within LockRoom's secure perimeter for the purposes stated in this clause.

9. Feedback

We value your feedback and suggestions regarding LockRoom VDR. Any feedback, comments, or suggestions you provide are entirely voluntary, and you grant LockRoom a

worldwide, non-exclusive, irrevocable, royalty-free, perpetual, sublicensable, and transferable license to use, modify, adapt, reproduce, distribute, publish, and display the feedback for any purpose without any obligation to you.

You acknowledge that any feedback you provide may be visible to other users of the Services, and you should not include confidential or proprietary information in your feedback.

Your feedback helps us improve our Services, but we do not guarantee that any specific feature or modification you suggest will be implemented. LockRoom is not obligated to implement, use, or respond to your feedback. We reserve the right to disregard or reject any feedback for any reason.

10. Intellectual Property

LockRoom may provide you with software programs, including all updates, enhancements, modifications, and documentation (“Software”) for the purpose of LockRoom VDR usage.

LockRoom grants you a non-exclusive, non-transferable, limited license to install and use the Software on a single device, mobile device, or other applicable hardware.

You shall not copy, distribute, or reproduce the Software except as expressly permitted by these Terms of Use, nor modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software, nor remove, alter, or obscure any proprietary notices, labels, or marks from the Software.

LockRoom retains all rights, title, and interest in and to the Software, including all intellectual property rights. These Terms of Use do not grant you any ownership rights in the Software.

LockRoom may terminate your usage immediately upon notice if you fail to comply with any term or condition of these Terms of Use. Upon termination, you must cease all use of the Software and destroy all copies of the Software in your possession.

LockRoom hereby disclaims any rights to trademarks, service marks, trade names, logos, copyright, patents, domain names, or other intellectual property interests of third parties. All intellectual property interests of third parties referenced herein, including Third Party Materials or otherwise provided on LockRoom VDR, are the properties of their respective owners. LockRoom disclaims any proprietary interests in intellectual property rights other than its own.

Software may automatically download and install updates from LockRoom. These updates are designed to improve, enhance, and further develop LockRoom VDR and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit LockRoom to deliver these to you) as part of your use of LockRoom VDR.

11. Links to Other Sites and Third-Party Materials

LockRoom VDR may provide links to other websites and/or third-party products and services that are not under the control of LockRoom ("Third-Party Materials"). LockRoom shall not be responsible in any way for the content of such Third-Party Materials. LockRoom provides such links only for the convenience of the users of LockRoom VDR, and the

inclusion of any link to any Third-Party Materials does not imply endorsement by LockRoom of the content, products, and/or services of such Third-Party Materials.

Notwithstanding any provision to the contrary herein, nothing in these Terms of Use shall be construed to grant you any rights or licenses with regard to such Third-Party Materials or to entitle you to use such Third-Party Materials.

12. Indemnification

You hereby agree to indemnify and hold harmless LockRoom, its affiliates, officers, directors, agents, and employees, from any liability, including reasonable legal fees, as finally determined to be payable under any judgment of a court of competent jurisdiction as a direct result of any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including by a governmental agency or entity, arising out of User Content you submit, post to, or transmit through the Website, or of your breach of these Terms of Use.

13. Limitation of Liability

LockRoom shall not be liable to you for any loss of profit, loss of revenue, loss of business, loss of data, loss of contract, or any indirect, incidental, consequential, special, or exemplary damages arising from the use of LockRoom VDR or third-party software integrated with LockRoom VDR, and in no event will the entire liability of LockRoom under this Agreement exceed, in the aggregate, the sum of USD 100.00.

14. Applicable Law

These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales without regard to its conflict of laws rules. You agree to the exclusive

jurisdiction of the London Court of International Arbitration for any claim or cause of action arising out of, or relating to, these Terms of Use or this Website, or the Application, provided that such exclusivity does not apply to legal actions initiated or brought by LockRoom.

15. Amendments to Terms

LockRoom may amend these Terms of Use at any time by posting the amended Terms of Use on LockRoom VDR. Your continued use of LockRoom VDR after such amendments constitutes acceptance of the new Terms of Use. LockRoom may, but is not obliged to, notify you about material changes to the Terms of Use via email. Please check these Terms of Use published on the Website at <https://www.lockroom.com/terms-of-use/> or the Application regularly to ensure that you are aware of all terms governing your use of the Website or the Application.

16. Language of the Terms of Use

For the convenience of the Client, these Terms of Use may be translated into other languages. In the event of any conflict or inconsistency between the English version and any translated version, the English version shall prevail.

17. Contact Us

If you have any questions or concerns regarding these Terms of Use, please contact us at support@lockroom.com.