



Kuratech General Terms and Conditions

1. Definitions

1.1. For the purposes of these Terms and Conditions (“**Terms**”), the following definitions apply:

“**Authorized User**” means any individual authorized by the Customer to access and use the Service under the Customer’s account (e.g. the Customer’s employees, partners, or contractors). Authorized Users may include the appointed trustee themselves and persons acting on the trustee’s behalf. The Customer is responsible for all actions of its Authorized Users.

“**Customer Agreement**” means a separate service agreement, order form, or written contract entered into between Kuratech and the Customer that governs the specific terms of the Customer’s Subscription, including pricing, duration, service scope, and any custom provisions.

“**Confidential Information**” means all information, in any form, that one party provides to the other and that is either identified as confidential or would reasonably be understood to be confidential due to its nature. This includes business information, trade secrets, technical data, know-how, customer and creditor information, financial data, plans, and any other non-public information. Customer Data is considered Confidential Information of the Customer.

“**Customer Data**” means all data, information, documents, and files that the Customer or its Authorized Users upload to or process through the Service in the course of using it. This includes any personal data or confidential information related to bankruptcy estates managed via the Service.

“**Customer**” (also referred to as “**you**”) means the individual bankruptcy trustee or legal entity (such as a law firm) that registers for and uses the Kuratech Service. This includes a court-appointed liquidator or any person authorized to act on behalf of such a trustee for a bankrupt estate.

“**Kuratech**” (or “**we/us**”) means Kuratech ehf., incorporated and registered in Iceland with

registration number 490124-1010, whose registered office is at Háaleitisbraut 68, 103 Reykjavík, Iceland, the provider of the Service, or its successors and authorized affiliates.

“**Service**” means Kuratech’s software-as-a-service platform and related services for court-appointed liquidators/trustees, which facilitates the gathering and processing of data and information to administer bankruptcy or liquidation estates, and automates various tasks of the trustee in those proceedings.

“**Subscription**” means the Customer’s right to use the Service for a defined term or on a per-estate basis, as set out in the Customer Agreement.

“**Terms**” means this General Terms and Conditions document, as may be modified from time to time, which governs use of the Service in conjunction with any applicable Customer Agreement and policies.

2. Purpose and Permitted Use

2.1. The Service is provided exclusively for use by bankruptcy trustees and those acting on a trustee’s behalf, and solely for the purpose of administering the liquidation of bankrupt estates. By using the Service, you represent and warrant that you are either a duly appointed bankruptcy/liquidation trustee or are authorized to act on behalf of one, and that you will use the Service only in that official capacity. The Service and any data derived from it may be used only for managing the affairs of bankrupt entities under your trusteeship, such as identifying and recovering assets, dealing with creditors, reporting to courts or regulators, and other legitimate tasks of a liquidator. Any use of the Service for purposes outside of carrying out bankruptcy or liquidation duties is strictly prohibited.

2.2. The Service may include features for inviting or allowing access to other parties (for example, granting a co-trustee, court personnel, or creditor representatives access to certain data). Such access should be granted only as necessary to fulfill legal duties

or court orders. The Customer remains responsible for ensuring that any person given access is doing so on behalf of the trustee and for purposes consistent with these Terms.

2.3. Kuratech grants the Customer a non-exclusive, non-transferable, limited license during the Subscription term to access and use the Service (and to permit its Authorized Users to use the Service) solely for the Customer's internal business purpose of carrying out bankruptcy estate liquidations, in accordance with these Terms. All use of the Service must be in compliance with the scope of use authorized in these Terms and the Customer Agreement. The Customer may not use or permit the use of the Service for any other purpose or by any unauthorized person.

3. User Accounts and Access

3.1. Kuratech offers the Service to both individual practitioners and firm-based clients. An individual trustee acting in their own capacity may register as a single-user Customer. Law firms or organizations may register as a Customer and designate multiple Authorized Users under their account. In all cases, each user must have a unique login. Login credentials must not be shared between individuals. The Customer (and, if the Customer is an organization, an administrator appointed by the Customer) is responsible for managing access rights and promptly revoking access for any person who should no longer have authorization (e.g. upon leaving the firm or the trustee role).

3.2. The Customer shall ensure that all Authorized Users are informed of and abide by these Terms. Any action or omission by an Authorized User that would violate these Terms if done by the Customer will be deemed a breach by the Customer. The Customer is fully liable for the conduct of its Authorized Users and will indemnify and hold Kuratech harmless for any breaches of these Terms caused by its users (as further detailed in the Indemnification clause below).

3.3. The Customer and its Authorized Users are responsible for maintaining the confidentiality

and security of their account credentials. You must use reasonable efforts to prevent unauthorized access to the Service, including safeguarding usernames, passwords, and any two-factor authentication devices or codes. You agree to notify Kuratech immediately if you suspect any unauthorized use of or access to your account. Kuratech is not liable for any loss or damage arising from unauthorized use of Customer's accounts (except to the extent such unauthorized access is caused by Kuratech's own breach of security obligations).

3.4. When registering for the Service, the Customer must provide accurate and complete information as requested by Kuratech. If the Customer is an entity, the person registering represents that they have authority to bind the Customer to these Terms. The Customer must keep its contact and account information up to date. Kuratech may assume that communications sent by Kuratech to the email address on file are received by the Customer.

4. Customer Obligations and Acceptable Use

4.1. The Customer is responsible for using the Service only for lawful purposes and in accordance with applicable laws and regulations. The Service may only be used in connection with legitimate bankruptcy or liquidation proceedings. The Customer shall not use the Service in any manner that violates any law or infringes any third-party rights, including data protection laws, intellectual property rights, or privacy rights of debtors or creditors.

4.2. The Customer (including any Authorized User) must not engage in any misuse of the Service. In particular, you agree not to:

a. Upload, submit, or transmit via the Service any content or data that is illegal, unlawful, or that you know or reasonably should know is illegal or improper given the nature of the Service. This includes (but is not limited to) information that you are not authorized to disclose under applicable law or court order.

- b. Upload or introduce any material that contains viruses, malware, ransomware, or any other code intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment. You must not use the Service in a manner that could harm the Service's infrastructure or interfere with other users.
 - c. Attempt to reverse engineer, decompile, hack, disable, interfere with, or otherwise circumvent any security or technical limitations of the Service. You shall not attempt to gain unauthorized access to the Service or Kuratech's related systems or networks, or probe or test the vulnerability of the Service without authorization.
 - d. Use the Service to engage in any harassing, defamatory, fraudulent, or otherwise unlawful behavior, or to store/transmit any content that is libelous, harassing, or harmful to any person or entity. The Service must not be used in violation of any applicable laws or regulations (for example, data protection laws, or laws governing bankruptcy proceedings and confidentiality).
 - e. Access or use the Service for the purpose of developing or aiding the development of a competing product or service, or otherwise duplicate or exploit the Service for competitive purposes. You may not resell, lease, or sublicense the Service to any third party, nor use it in a service bureau or time-sharing manner without our express consent.
- 4.3. The Customer shall not use automated scripts or excessive API calls in a manner that interferes with the normal operation of the Service or imposes an unreasonable load on the system's resources. Kuratech reserves the right to impose fair usage limits (as may be described in the Customer Agreement) to ensure stable service for all customers.
- 4.4. Kuratech reserves the right to suspend or revoke access to any user or Customer account that we determine (in our reasonable

commercial judgment) has violated the provisions of this Section 4. We may do so without prior notice in the case of severe or ongoing violations that threaten the security or functionality of the Service, or as required by law. Repeated violations or a major violation of acceptable use may result in termination of the Customer's access as provided in the Termination section.

- 4.5. If the Customer is an organization with multiple Authorized Users, the Customer agrees that it will inform all Authorized Users of the rules and obligations under these Terms and ensure they receive adequate training or guidance on using the Service in compliance with all conditions. The Customer acknowledges that any breach of these Terms by any Authorized User will be treated as a breach by the Customer itself, for which the Customer will be held accountable.
- 4.6. In addition to other remedies, the Customer shall defend, indemnify, and hold Kuratech harmless from any third-party claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of or related to the Customer's or its Authorized Users' misuse of the Service or violation of this Section. Specific indemnification obligations are further detailed in Section 9 (Indemnification).

5. Intellectual Property and License

- 5.1. All intellectual property rights in and to the Service (including all software, code, algorithms, processes, designs, user interfaces, know-how, trademarks, logos, and other materials provided by Kuratech) are and shall remain the exclusive property of Kuratech and/or its licensors. These Terms do not grant the Customer any ownership interest in the Service or related intellectual property. Kuratech reserves all rights not expressly granted under these Terms.
- 5.2. Subject to the Customer's compliance with these Terms and the applicable Customer Agreement, Kuratech grants the Customer (and its Authorized Users) a limited, revocable license to access and use the Service during the valid Subscription term. This license is

granted for the sole purpose of carrying out the Customer's professional activities as a bankruptcy/liquidation trustee (as described in Section 2) and for no other purpose. The license is non-exclusive (meaning Kuratech can grant similar rights to other customers), non-transferable (the Customer may not assign it or sublicense the Service to anyone else, except Authorized Users under its account), and revocable (meaning Kuratech can revoke the license if the Customer breaches the Terms). The Customer may not use the Service beyond the scope of this license. For example, the Customer may not copy, modify, create derivative works of, distribute, sell, or lease any part of the Service software, nor reverse engineer or attempt to extract the source code of the software, except to the limited extent as may be permitted by law notwithstanding such restriction.

- 5.3. The Customer retains all ownership and intellectual property rights in Customer Data that it uploads to the Service. By inputting or uploading Customer Data into the Service, you represent that you have the legal right to use and share such data for the purposes of the Service. You grant Kuratech a permission (license) to process and use your Customer Data for the sole purpose of providing and supporting the Service, and for performing Kuratech's obligations under these Terms and any applicable law. This may include copying, storing, transmitting, or displaying Customer Data as needed for backup, development, troubleshooting, or legal compliance. Kuratech will acquire no rights in the Customer Data beyond what is necessary to provide the Service.
- 5.4. If the Customer or its users provide Kuratech with any suggestions, enhancement requests, recommendations or other feedback regarding the Service, Kuratech may use and incorporate such feedback freely without obligation or restriction. Any improvements or features developed by Kuratech based on Customer's feedback are solely owned by Kuratech.

6. Confidentiality and Data Protection

- 6.1. Both Kuratech and the Customer may have access to Confidential Information of the other party in the course of the Service. Each party agrees to keep the other party's Confidential Information strictly confidential and to use it only for the purposes of fulfilling its obligations under these Terms. Neither party will disclose the other's Confidential Information to any third party except to its own personnel or subcontractors who need access for the permitted purpose and who are bound by confidentiality obligations at least as strict as those in these Terms. Each party will employ reasonable measures to protect the other's Confidential Information from unauthorized access or disclosure, at least as stringently as it protects its own confidential information of similar importance.
- 6.2. Customer Data (including debtor financial information, creditor lists, etc.) is considered Confidential Information of the Customer. Kuratech will treat Customer Data as confidential and will not access, monitor, or view the content of Customer Data except in very limited cases where necessary to support the Customer or as required by law. Kuratech does not otherwise monitor or inspect the data that the Customer uploads. Access to any Customer Data by Kuratech staff will only occur in specific, exceptional circumstances (for example, if required for troubleshooting a technical support issue with Customer's prior permission, or if required by a lawful court order, as described in Section 6.5 below). Kuratech's role with respect to Customer Data that includes personal information is generally that of a "data processor" acting on behalf of the Customer (who is the "data controller"), and Kuratech will process such data only according to the Customer's instructions and applicable data protection laws.
- 6.3. Notwithstanding the above, the Customer (as a bankruptcy trustee) is permitted to disclose or share Customer Data with third parties to the extent necessary to carry out the trustee's legal duties. This means the Customer may,

for example, share relevant portions of data with the courts, supervisory authorities, creditors or their representatives, law enforcement, or other parties as required by bankruptcy law or court order. Such disclosures should be limited to what is required by law or necessary for the performance of the liquidation duties. The Customer remains responsible for ensuring that any third-party recipients are authorized to receive such information and are bound by appropriate confidentiality obligations (for instance, professional secrecy or court confidentiality rules). Except for disclosures required by law or official duty, the Customer agrees not to disclose Kuratech's Confidential Information (such as non-public information about the Service's features or security) to any third party without Kuratech's prior written consent.

6.4. Kuratech will not disclose Customer's Confidential Information or Customer Data to third parties except: (i) as directed or authorized by the Customer; (ii) to service providers or subprocessors as needed to operate and support the Service (and in such cases only under duties of confidentiality and data protection equivalent to those herein); or (iii) as required by law, regulation, or governmental order. If Kuratech is legally compelled by a court or regulatory authority to disclose Customer Confidential Information (including Customer Data), Kuratech will, if legally permissible, provide prompt notice to the Customer so that the Customer may seek a protective order or other appropriate remedy. Kuratech will disclose only the minimum amount of information legally required and will attempt to ensure confidential treatment of any disclosed information.

6.5. Each party agrees to comply with applicable data protection laws in connection with the Service. In particular, to the extent the Customer uploads or processes personal data (personally identifiable information) using the Service, the Customer is responsible for having a proper legal basis to do so and (as

noted) is considered the data controller. Kuratech, as data processor, will process personal data on behalf of the Customer in accordance with the EU General Data Protection Regulation (GDPR) and Icelandic data protection law, and as further detailed in Kuratech's Privacy Policy. These documents (which are hereby incorporated by reference) outline how personal data is collected, used, stored, shared, and protected when using the Service, and Customer agrees to those terms.

6.6. The confidentiality obligations in this Section 6 continue throughout the term of the Subscription and survive any termination of these Terms or the Subscription for a period of at least five (5) years thereafter (and indefinitely for any trade secrets, personal data, or as long as required by applicable law).

6.7. Each party acknowledges that unauthorized disclosure of the other party's Confidential Information may cause irreparable harm. In the event of a breach or threatened breach of this Section, the non-breaching party shall be entitled to seek injunctive relief in addition to any other rights and remedies available at law or in equity.

7. 7. Data Access and Retention

7.1. Throughout the Subscription term, the Customer will have access to its Customer Data stored in the Service. The Service may provide features for exporting or downloading data. It is the Customer's responsibility to periodically backup or export important data from the Service to its own systems if needed. Kuratech does not warrant indefinite storage of data; however, we will not delete or remove active Customer Data during a valid Subscription except as required for service maintenance or legal reasons, or as otherwise set forth in these Terms.

7.2. Upon termination or expiration of the Subscription (or upon closure of a specific bankruptcy case within the Service), the Customer's right to access the Service (and any Customer Data within it) will cease. Kuratech may permanently delete the Customer's data from the Service after

termination, except to the extent retention is required by law. It is the Customer's responsibility to export or download any desired data before the termination effective date. Kuratech will, upon written request if received prior to deletion, cooperate reasonably with the Customer to facilitate retrieval of remaining Customer Data. After such period, Kuratech shall have no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete all Customer Data in its systems.

7.3. If a Customer does not have an active paid Subscription and has not logged into or used the Service for an extended period, Kuratech reserves the right to classify the account as "inactive." Except for Customers under an ongoing paid plan, if the Service is not used for more than 12 consecutive months, Kuratech may suspend the account and/or delete the account and all associated Customer Data after that period of inactivity. Prior to deletion of an inactive account, Kuratech will attempt to provide a warning notice to the Customer's registered email.

7.4. In many instances, a Subscription or case-based license to use the Service may be tied to a particular bankruptcy case or estate. Once a case or matter managed in the Service is formally closed or marked as "Completed" (for example, the estate liquidation is concluded and the trustee is discharged), Kuratech may restrict further editing of data for that case. However, the Customer may retain read-only access to the historical data for a period, or as governed by the Customer Agreement. Kuratech may offer archiving solutions or data export for completed cases. Unless otherwise agreed, once a case is completed and if no other active cases or Subscription term remains, the Subscription may end and Section 7.2 regarding data deletion will apply after a reasonable period for data retrieval.

7.5. Kuratech will implement reasonable backup and data recovery measures to protect Customer Data against accidental loss or corruption. However, the Customer

acknowledges that ultimate responsibility for maintaining copies of Customer Data rests with the Customer, especially for compliance or record-keeping purposes beyond the scope of the Service. Kuratech will not be liable for any loss of data to the extent the Customer fails to maintain backup copies of its data outside the Service.

8. Suspension and Termination

8.1. These Terms become effective on the date the Customer first accepts them (e.g., by clicking "I agree" or by using the Service) and will remain in effect for the duration of the Customer's Subscription to the Service, unless terminated earlier in accordance with this Section. Each Subscription (whether on a per-case or time-based plan) will continue for the term specified in the Customer Agreement or until the relevant bankruptcy case managed in the Service is concluded, unless renewed or extended by mutual agreement.

8.2. The Customer may terminate these Terms (and cancel its Subscription to the Service) at any time by providing written notice to Kuratech (e.g., via email or through the account settings). However, termination will not entitle the Customer to any refund of fees that were paid in advance, unless otherwise stated in the separate Customer Agreement. Additionally, if the Customer has any outstanding unpaid fees for the Service as of termination, those fees remain due and payable; termination does not relieve the Customer of the obligation to pay any fees accrued up to the termination date.

8.3. Kuratech may terminate these Terms (and the Customer's access to the Service) upon written notice to the Customer if: (a) the Customer is in material breach of these Terms or the Acceptable Use rules, and such breach is not cured within thirty (30) days after Kuratech provides notice of the breach; or (b) the Customer becomes subject to any bankruptcy, insolvency or winding-up proceedings (other than the cases the Customer is administering as a trustee) or ceases to operate in the ordinary course of business. In addition, Kuratech may terminate

or suspend the Service immediately (without advance notice) if the Customer is in violation of Section 4 (Acceptable Use) in a manner that, in Kuratech's judgment, warrants immediate action (for example, a breach that endangers the security of the Service or involves unlawful conduct). Suspension of service for non-payment of fees (if any) may be addressed in the Customer Agreement; Kuratech generally will give a notice and opportunity to cure any payment default before suspension.

8.4. Kuratech values its customers, but there may be extraordinary circumstances in which we decide to discontinue the Service or transition it to a third-party provider. Kuratech reserves the right to terminate the provision of the Service to all customers (or to a particular Customer) for convenience by providing at least six (6) months' prior notice. For example, Kuratech may choose to cease operating the platform or may decide to have a third party operate the Service in our place; in such cases, we will notify the Customer at least 6 months in advance. After the notice period, the Service will cease and the Customer's Subscription will end. Kuratech will refund any pre-paid fees covering the remainder of any Subscription term beyond the termination effective date (if applicable), unless otherwise specified in the Customer Agreement.

8.5. Upon termination or expiration of these Terms for any reason, the Customer must immediately cease all use of the Service. All licenses granted to the Customer to use the Service will terminate. The Customer shall promptly return or, at Kuratech's request, destroy all Kuratech Confidential Information in its possession. This includes any Kuratech documentation or data that may reside on third-party systems operated on the Customer's behalf. The Customer's access to the Service and to any Customer Data within the Service will be disabled after the effective date of termination. As described in Section 7.2, Kuratech may delete Customer Data after termination, so the Customer should export

any needed data before the termination date. Termination of the agreement does not affect any rights and liabilities accrued up to the date of termination, including the Customer's obligation to pay any outstanding fees or any claim for breach of these Terms prior to termination.

8.6. Any provisions of these Terms which by their nature should survive termination (such as confidentiality, indemnities, disclaimers, limitation of liability, governing law, and any accrued payment obligations) shall survive and continue to be enforceable after termination.

9. Indemnification

9.1. The Customer (as a professional trustee) agrees to indemnify, defend, and hold harmless Kuratech and its affiliates, officers, directors, employees, and agents from and against any and all third-party claims, demands, suits, or proceedings, and all related liabilities, losses, damages, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- a. Any allegation that the Customer Data (or other content supplied by the Customer or its users) infringes or misappropriates a third party's intellectual property rights, trade secrets, privacy rights, or confidentiality rights. This includes, for example, claims that the Customer uploaded documents, images, or logos via the Service that the Customer had no right to use, or that disclosing certain information via the Service violated a confidentiality obligation.
- b. The Customer's use of the Service (or use by an Authorized User through the Customer's account) in a manner that harasses, defames, or harms a third party, or that violates any applicable law or regulation.
- c. Any claim related to the Customer's disclosure or exposure of personal data or other sensitive information via the Service using the Customer's account

(including claims by data subjects or regulators, especially if the Customer failed to obtain necessary consents or legal basis for processing).

- d. Any loss or damage to tangible property or personal injury caused by the acts or omissions of the Customer, its Authorized Users, or those under its control, in the course of using the Service. (This item (d) is less likely to arise from a purely software service, but covers situations where, for instance, Customer's use of the Service directly causes physical damage or property loss.)

9.2. Kuratech will (i) promptly notify the Customer in writing of any claim for which it intends to seek indemnification under this Section (provided that failure to give timely notice will only relieve the Customer of its obligations to the extent the Customer is materially prejudiced by the delay); (ii) give the Customer sole control over the defense and settlement of the claim (provided that any settlement that admits liability of Kuratech or imposes non-monetary obligations on Kuratech will require Kuratech's prior written consent); and (iii) provide the Customer with reasonable cooperation and assistance in defending the claim, at the Customer's expense. The Customer shall not settle any claim in a manner that imputes fault or liability to Kuratech without Kuratech's consent.

10. Disclaimers of Warranties

10.1. The Service is provided "as is" and "as available", without any warranties of any kind, except to the extent expressly set forth in these Terms or required by law. Kuratech disclaims all implied warranties and representations, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by applicable law. Kuratech does not warrant that the Service will meet all of the Customer's requirements or that the operation of the Service will be completely error-free or uninterrupted. Before using our Service,

please ensure that its features meet your needs and that you understand its functionality, as the entire risk as to the quality and performance of the Service is borne by the Customer.

10.2. The Customer acknowledges that Kuratech's software is a tool to assist trustees in managing bankruptcy estates and identifying potential assets or issues. Kuratech makes no guarantee that use of the Service will result in any specific outcome (e.g., discovering hidden assets or increasing recoveries in an estate). Professional judgment by the trustee is still required. Any decisions or actions taken by the Customer based on information or analysis provided by the Service are at the Customer's own risk. Kuratech is not providing legal, financial, or accounting advice, and the Customer is solely responsible for compliance with legal duties in each case.

10.3. While Kuratech strives for high availability and will take commercially reasonable measures to ensure the Service is accessible, Kuratech does not warrant or guarantee any specific level of uptime, response time, or system availability. Scheduled maintenance, emergency outages, or factors outside our control (such as internet disruptions) may result in downtime. Kuratech will attempt to schedule maintenance during low-usage periods and, when feasible, provide advance notice for significant outages, but we make no guarantee that the Service will be uninterrupted or error-free.

10.4. Kuratech employs security measures to protect Customer Data, but we do not warrant that the Service is immune from unauthorized access or attack. The Customer acknowledges that no online platform can be guaranteed to be 100% secure or free of vulnerabilities. Kuratech shall not be responsible for any unauthorized access, hacking, data loss, or data alteration, except to the extent resulting from Kuratech's failure to meet the reasonable security standards described in these Terms or required by law. The Customer is responsible for using the

Service in compliance with Section 4 (Acceptable Use) to reduce security risks (e.g., using strong passwords and safeguarding account access).

- 10.5. The Service may offer integration or data exchange with third-party databases or services (for example, public registries, financial databases, or external analytical tools). These integrations are provided solely for convenience, and Kuratech makes no representations or warranties regarding the accuracy, completeness, or reliability of any data or services provided by third parties. The Customer acknowledges that access to such third-party data or services may require a separate agreement between the Customer and the third-party provider. Any fees, licenses, or contractual obligations related to such access are the sole responsibility of the Customer and are to be handled directly with the third-party provider. Kuratech is not liable for any acts, omissions, errors, or delays caused by such third parties, nor for any disputes arising from the Customer's engagement with them.
- 10.6. The Service is intended for business use by professionals (trustees). To the extent a Customer is deemed a "consumer" under Icelandic law and uses the Service for non-business purposes, certain statutory warranties or protections may apply that cannot be waived. Nothing in these Terms is intended to exclude or limit any non-waivable warranty or right that a consumer may have under law. However, if you are a consumer, you acknowledge that the Service provision begins immediately upon subscribing or using the Service with your consent, and you waive any statutory right of withdrawal that may otherwise allow cancellation of a service contract within a cooling-off period.

11. Limitation of Liability

- 11.1. To the fullest extent permitted by law, neither Kuratech nor the Customer will be liable to the other for any indirect, special, incidental, consequential, or punitive damages, or for any loss of profits, revenue, goodwill, data, or business opportunities, arising out of or in connection with the Service or these Terms. This limitation applies even if a party has been advised of the possibility of such damages, and regardless of the legal or equitable theory of liability (contract, tort, strict liability, or otherwise).
- 11.2. Kuratech's total aggregate liability to the Customer for any and all claims arising under or related to these Terms or the use of the Service shall not exceed the amount of fees actually paid by the Customer to Kuratech for the Service in the twelve (12) months immediately preceding the event giving rise to the claim. If the Customer has been using the Service for less than 12 months, then the cap is the total amount paid during that shorter period. For Customers using any free version or trial of the Service where no fees are paid, Kuratech's total liability is capped at zero (ISK 0). In other words, if you use the Service without charge, you agree that Kuratech will have no liability for any damages arising from or related to the Service, except to the extent that law prohibits such a limitation.
- 11.3. The limitations in this Section 11 apply to all types of causes of action or claims, whether for breach of contract, tort (including negligence), strict liability, breach of statutory duty, or otherwise, and even if any limited remedy fails of its essential purpose.
- 11.4. Nothing in these Terms shall operate to exclude or limit either party's liability for: (a) death or personal injury caused by its negligence; (b) its fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded or limited under applicable law. Additionally, Section 11.1 (no indirect damages) and Section 11.2 (cap on liability) do not apply to the Customer's indemnification obligations under Section 9 or to any infringement of Kuratech's intellectual property by Customer, which shall be subject to full liability.
- 11.5. The Customer acknowledges that Kuratech has set its prices and entered into the Customer Agreement in reliance on the disclaimers and limitations of liability set forth in Sections 10 and 11, which reflect an agreed

allocation of risk between the parties. These limitations form an essential basis of the bargain between the parties, and absent such limitations, the terms and conditions of the Subscription and pricing would be substantially different.

12. Governing Law and Jurisdiction

12.1. These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the laws of Iceland. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

12.2. The parties shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Service by negotiation between senior management. If the dispute is not resolved by negotiation within a reasonable period, either party may pursue legal remedies. Each party irrevocably agrees that the courts of Iceland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims). The venue for any such action shall be the appropriate courts located in Iceland, and the parties consent to personal jurisdiction in Iceland.

13. Changes to Service and Terms

13.1. Kuratech is continually improving and updating the Service. We reserve the right to modify the Service's features or components at any time, including by adding, changing, or removing functionalities, or by updating the user interface or underlying technology. Such modifications may be necessary, for example, to improve user experience, adapt to legal or regulatory changes, or address security issues. Kuratech will use commercially reasonable efforts to notify Customers of any material changes that negatively affect the Service's functionality (for instance, by posting an announcement within the Service or via email) in advance of the change. However, if a change is required to meet

security, legal, or regulatory requirements, Kuratech may implement it immediately as needed and provide notice as soon as practicable.

13.2. Kuratech may update or revise these Terms from time to time. When we make material changes to the Terms, we will provide you with prior notice by appropriate means, such as by email or by displaying a prominent notice within the Service. The notice will designate a reasonable advance effective date for the new Terms. If you continue to use the Service after the updated Terms take effect, such use will constitute your acceptance of the revised Terms. If you do not agree to the updated Terms, you must stop using the Service before the changes become effective and, if applicable, may terminate your Subscription as per Section 8.2. We encourage you to review the Terms periodically and stay informed about any changes.

13.3. In the event Kuratech offers any beta, trial, or free services, such services are provided "as-is" and may be modified or discontinued at any time without prior notice. Kuratech makes no commitments that beta or trial features will become part of the main Service or that they will continue to be available.

13.4. Notices of modifications to Service or Terms may be given by posting on our website, via in-app notification, or by email to the contact address associated with the Customer's account, as Kuratech deems most effective. It is the Customer's responsibility to maintain a valid email on file and to review any notices provided through the Service.

14. Relationship to Customer Agreement and Entire Agreement

14.1. In many cases, the Customer's use of the Service will be governed not only by these general Terms and Conditions, but also by a separate Customer Agreement or Order Form executed between Kuratech and the Customer. Such an agreement typically covers commercial details such as subscription duration, pricing, payment terms, specific service packages, and any negotiated

provisions. These Terms are intended to complement the Customer Agreement. Both documents together (along with any referenced policies like the Privacy Policy) form the complete agreement regarding the Customer's use of the Service.

- 14.2. In the event of any conflict or direct inconsistency between these general Terms and the Customer Agreement, the provisions of the Customer Agreement shall prevail to the extent of that conflict, unless the Customer Agreement explicitly states otherwise. (For example, if the Customer Agreement sets a different liability cap or a custom service level commitment, that specific provision in the Customer Agreement will override the corresponding language in these Terms for that Customer.) All other provisions not in conflict will remain in full force. Kuratech and the Customer acknowledge that pricing, subscription commitments, or usage quotas are governed by the Customer Agreement and are not addressed in these Terms in order to avoid redundancy or inconsistency. For clarity, nothing in these Terms imposes any obligation on the Customer to pay fees or continue a subscription beyond what is agreed in the Customer Agreement; likewise, any special conditions (such as volume discounts or service customizations) in the Customer Agreement are separate from these general Terms.
- 14.3. Subject to Section 14.2, these Terms, together with the Customer Agreement (if one exists) and any documents incorporated by reference, constitute the entire agreement between Kuratech and the Customer with respect to the Service. They supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral, relating to the subject matter hereof. The Customer confirms that in entering into this agreement, it has not relied on any statement, representation, or warranty not explicitly set out in these Terms or the Customer Agreement.

- 14.4. Except as provided in Section 13.2 (Changes to Terms), any amendment or modification to the agreement between Kuratech and Customer must be agreed in writing by both parties. No waiver of any provision of these Terms by Kuratech shall be effective unless explicitly set forth in writing and signed by an authorized representative of Kuratech. No failure or delay by either party in exercising any right or remedy under these Terms shall operate as a waiver of that or any other right or remedy. A single or partial exercise of a right or remedy shall not preclude any further exercise of the right or remedy or the exercise of any other right or remedy.
- 14.5. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be deemed modified to the minimum extent necessary to make it enforceable (or, if modification is not possible, it shall be severed and ignored) while preserving the intent of the original provision. In any event, the remaining provisions of these Terms will remain in full force and effect. The parties will negotiate in good faith to replace an invalid or unenforceable provision with a valid and enforceable provision that, to the maximum extent possible, achieves the intended commercial result of the original provision.
- 14.6. The Customer may not assign or transfer any of its rights or obligations under these Terms (whether by operation of law or otherwise) without the prior written consent of Kuratech. Any attempt by Customer to transfer or assign these Terms without consent will be null and void. Kuratech may assign or transfer these Terms (in whole or in part) to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to the Service, and will provide notice to the Customer of any such assignment. These Terms shall bind and inure to the benefit of the parties, their successors, and permitted assigns.
- 14.7. Nothing in these Terms is intended to or shall be deemed to establish any partnership,

agency, joint venture, or fiduciary relationship between the parties. The relationship is that of independent contractors. Neither party has authority to act as agent for, or to bind, the other in any way.

- 14.8. These Terms do not confer any rights or remedies on any person or entity other than the parties to this agreement and their respective successors and permitted assigns. There are no third-party beneficiaries to this agreement, except where expressly stated (for example, indemnified parties under Section 9 include affiliates, officers, etc., who can enforce those rights).
- 14.9. These Terms are written in English. If these Terms are translated into any other language, the English-language version shall prevail in the event of any conflict or inconsistency. All notices and communications shall be in English unless otherwise required by law.
- 14.10. The section headings used in these Terms are for convenience and reference only and shall not affect the interpretation of any provision.

15. Force Majeure

- 15.1. Neither party shall be liable for any failure or delay in performing its obligations (except payment obligations) if such failure or delay is caused by circumstances beyond its reasonable control ("**Force Majeure**"). Force Majeure events include, but are not limited to, natural disasters (acts of God), fire, flood, earthquake, volcanic activity, pandemic or epidemic, war, terrorism, civil unrest, strikes or labor disputes, governmental actions or orders, failure or interruption of electrical, telecommunications, or internet services, attacks on or failures of Kuratech's hosting providers or infrastructure, or any other events of a magnitude or type for which precautions are not generally taken in the industry. The party affected by a Force Majeure event shall give notice to the other party with details of the event and, where possible, an estimate of the expected duration of its impact. The obligations of the affected party will be suspended for the duration of the Force Majeure event, and the time for performance extended, but as soon as

practicable after the event, the affected party shall resume performance or, if performance remains impossible, either party may terminate the affected services upon written notice.

16. Contact and Notices

- 16.1. The Customer may contact Kuratech for support or questions regarding these Terms by emailing us at kuratech@kuratech.is.
- 16.2. Formal notices under these Terms (for example, notices of breach, termination, or indemnifiable claim) should be sent in writing to the other party's designated contact. Notices shall be deemed given: (a) if delivered in person or by courier, on the date delivered; (b) if sent by registered or certified mail, on the date of receipt as confirmed by the postal service; or (c) if sent by email, on the date the email is sent, provided no bounce or error message is received and a copy is also sent by one of the other methods.
- 16.3. For day-to-day operational issues or technical support, the Customer should contact our support team at kuratech@kuratech.is. Support hours and response times may be described in the Customer Agreement or on our website.

These Terms and Conditions are effective as of 28 January 2026 and will remain in effect until updated or replaced by a newer version.