

Amender Terms of Use

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1. Preamble

- 1.1. Sundial Smart Legal Ltd (the **"Operator"**, **"We"**, **"Us"**) operates Amender, a web-based application to consolidate legislation and other materials, located at amender.io and its subdomains (collectively the **"Site"**).
- 1.2. These Terms of Use (**"Terms of Use"**), together with all policies and guidelines referenced herein including the [Privacy Policy](#) (collectively, as amended from time to time, the **"Terms"**) form a part of the binding agreement between you and the Operator and govern your use of this website and any features, applications, technologies, software, products, services and websites operated by the Operator (the **"Services"**).
- 1.3. Your use of certain Services may also be subject to additional terms and conditions applicable to that specific Service (**"Service Terms"**), in which case these Terms of Use are subordinate to and controlled by the Service Terms.
- 1.4. If you do not agree to the Terms, you may not use or access the Services in any manner.

2. General Terms

- 2.1. **"You"** and **"your"** refer to any person or entity using the services. If you are agreeing to Terms on behalf of an entity, you represent and warrant that you are authorised to agree to these on that entity's behalf and bind them to these Terms.
- 2.2. You must have attained the age of majority and have the ability to provide consent to data processing under the laws in your country, state, or province in order to use the Services.
- 2.3. Certain Services may require you to provide personal information and answer certain questions about your circumstances and your use of our products. You promise to provide us with accurate, complete and updated registration information about yourself.

- 2.4. Certain Services may be subject to payments now or in the future (the **"Paid Services"**). Please refer to the Service Terms of each Paid Service to learn about the billing terms of each applicable Paid Service, if any.

3. **Licences and Consent**

- 3.1. Subject to your acceptance of these Terms (including all additional terms and policies referenced herein), the Operator grants you a limited, personal, non-exclusive, non-transferable and revocable licence to use the Services.
- 3.2. All materials made available via the Services are intended for your non-commercial use only. Except as otherwise agreed to by the Operator in writing, you may not use the Services for any commercial purposes, including the development, training or improvement of a machine learning or artificial intelligence system or model.
- 3.3. The Services may contain links or connections to third party websites, services, advertisers, connections and APIs that are not owned or controlled by the Operator (the **"Third Party Services"**). The Operator does not endorse or assume any responsibility for the content, policies or practices of such Third Party Services. You may be subject to the terms and conditions and privacy policies of such Third Party Services.
- 3.4. You agree that any comment, review, recommendation, suggestion, feedback or other similar input you submit or share with us relating to the Services may be used by the Operator without any notice or compensation to you, until such time as you withdraw your consent for the Operator to do so. Any re-publication of such feedback on the Site will redact key personal information.

4. **Restrictions and additional policies**

- 4.1. You agree not to submit any content to the Services, or otherwise use or interact with the Services, in a manner that:
- 4.1.1. infringes or violates the intellectual property rights or any other rights of anyone else;

- 4.1.2. is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, or obscene;
 - 4.1.3. jeopardises the security of the Service;
 - 4.1.4. interferes with; damages or jeopardises the security of the Service (including by way of introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or by way of a denial-of-service attack or a distributed denial-of service attack);
 - 4.1.5. involves crawling or scraping any page, data, or portion of the Services (through manual or automated means), running any form of auto-responder or otherwise placing an unreasonable load on the Services' infrastructure;
 - 4.1.6. copies, downloads or stores a significant portion of content hosted on the Services;
 - 4.1.7. decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services;
 - 4.1.8. uses the Services or content hosted on the Services in order to create, train, or improve a third party product, service, or platform, including any machine learning models or algorithms;
 - 4.1.9. violates any law or regulation; or
 - 4.1.10. assists any third party in doing any of the foregoing.
- 4.2. The Services are not intended to be used and should not be used for high risk activities or activities that have a high potential to affect an individual's safety, fundamental rights or well-being, including:
 - 4.2.1. for legal, medical, financial, or other professional advice without review by a qualified professional; or
 - 4.2.2. any uses that would be considered a "high-risk AI system" under the EU AI Act.
- 4.3. In order to provide the Services, the Operator may need to collect and use your personal information. We encourage you to read the [Privacy Policy](#) to find out more about the Operator's privacy practices and to exercise your rights with respect to your personal information.

- 4.4. You may link to our website's home page, provided that:
- 4.4.1. you do so in a fair, lawful and non-misleading manner;
 - 4.4.2. you do not damage or exploit our reputation;
 - 4.4.3. you do not suggest any form of association, endorsement or approval on our part where none exists; and
 - 4.4.4. we have not contacted you to withdraw linking permission, which we may do without notice.

5. **Your content**

- 5.1. Certain Services may allow you to post, upload, share, store or otherwise provide documents, text, links, photos, videos, or other content ("**User Content**"). You are fully responsible for all User Content you upload or submit to a Service, and you represent and warrant that you have all rights necessary to do so. You agree that you will not upload or submit any User Content that infringes the intellectual property rights of others, or that is otherwise unlawful. We reserve the right to remove, limit distribution of, or modify User Content for any reason, in our sole discretion.
- 5.2. You retain all ownership rights over your User Content. By uploading or submitting User Content to a Service, you hereby grant the Operator, its service providers and other users a worldwide, non-exclusive, perpetual, royalty-free, irrevocable, sublicensable and transferable licence to use, modify, aggregate, reproduce, distribute, prepare derivative works of, and otherwise fully exploit the User Content in connection with any Services. You acknowledge and agree that any User Content that you upload to a Service may be (a) shared, posted, distributed, or linked on any Services, and (b) modified, transformed and used by any Services, for example to train a machine learning algorithm or model.

6. **Beta services and free trials**

- 6.1. From time to time, the Operator may make certain beta versions of Services or functionalities available to you prior to their commercial

release for the sole purpose of internally testing and evaluating them (the "**Beta Services**"). The Beta Services may be subject to additional terms and conditions that you must accept. To the fullest extent allowed by applicable law, the Operator makes no representations or warranties that the Beta Services will become part of the Services generally available and reserves the right to discontinue or change the Beta Services at any time without notice. You acknowledge and agree that access to and use of the Beta Services is at your own risk and should not be used for production purposes. The Beta Services are provided "as is" without warranties of any kind and may contain errors or other defects.

- 6.2. From time to time, the Operator may offer you a free trial of the Services ("**Free Trial**"). The full terms and conditions of the Free Trial, including eligibility requirements and duration, will be communicated to you during the sign-up process or in other materials describing the Free Trial.

7. Termination

- 7.1. The Operator may terminate or suspend your access to the Services at any time for any reason, including if you violate any of these Terms or the additional policies applicable to your use of the Services, as determined solely by the Operator. If you believe we have suspended or terminated your access in error, please reach out to hello@amender.io.
- 7.2. Provisions that, by their nature, should survive the termination of these Terms shall survive termination.

8. Liability

- 8.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 8.2. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in the relevant terms and conditions of supply.

- 8.3. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 8.4. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 8.4.1. use of, or inability to use, the Services; or
 - 8.4.2. use of or reliance on any content displayed on the Services.
- 8.5. In particular, we will not be liable for:
 - 8.5.1. loss of profits, sales, business, or revenue;
 - 8.5.2. business interruption;
 - 8.5.3. loss of anticipated savings;
 - 8.5.4. loss of business opportunity, goodwill or reputation; or
 - 8.5.5. any indirect or consequential loss or damage.

9. Disclaimer

- 9.1. We make no representations, warranties or guarantees, whether express or implied, that any content provided in the course of our Services is accurate, complete or up to date.
- 9.2. Our Services are not intended to be comprehensive or to amount to advice of any kind (including legal advice) on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Output we provide you.
- 9.3. Where the Site or any content provided in the course of our Services contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

10. Consolidation service

- 10.1. In the event of any inconsistency or conflict between this clause and any other provision of the Terms, the terms of this clause shall prevail.

- 10.2. Among the Services we may perform is a Service of consolidation of documents, altering an original document in accordance with amendments instructed by an amendment document. For the purposes of this Service, the user may submit documents and information (including original documents and amendment documents) (the "**Input**") and may receive amended textual content ("**Output**").
- 10.3. The Operator is under no obligation to prepare any Output of any kind following receipt of Input from the user. The Operator shall endeavour to inform the user promptly in the event that it is not able to prepare Output in accordance with the user's request.
- 10.4. Although we make reasonable efforts to ensure the accuracy of the Output provided in our Services, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up to date.
- 10.5. The Output provided as part of our Services is provided for general information only. It is not intended to be comprehensive or to amount to advice of any kind (including legal advice) on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Output we provide you.
- 10.6. Users may not, and may not attempt to or assist a third party to, publicly display more than two Output documents, and in any event may not publicly display more than 200,000 characters of Output in total.
- 10.7. Users may not publicly display Output documents on any site or publicly accessible medium if such display results, directly or indirectly, in the systematic aggregation, indexing or cataloguing of Output documents by one or more users.
- 10.8. Users may share Output documents with others publicly (subject to the previous two subclauses) and privately, on the following conditions:
 - 10.8.1. You must give appropriate credit to the Operator, including a link to the Site (if not already contained in the shared Output document).
 - 10.8.2. You must not alter any Amender logos, marketing materials, branded content, disclaimers or consolidation statement

content in the Output document. If you have altered any other content in the Output document, you must inform recipients to this effect.

- 10.8.3. You must not apply legal terms or technological measures that legally restrict others from doing anything permitted under the Terms.
- 10.8.4. You must inform recipients that their use of the Output document(s) is subject to the Terms (if not already clear in the shared Output document).

11. Indemnification

You agree to indemnify and hold harmless the Operator and its respective employees, directors, officers, agents, vendors and suppliers from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Services (including any actions taken by a third party on your behalf), and (b) your violation of the Terms.

12. Disputes

- 12.1. The Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law.
- 12.2. We both agree to the exclusive jurisdiction of the courts of England and Wales.

13. Changes

We amend the Terms from time to time. When you wish to use the Services, please check the Terms to ensure you understand the terms that apply at that time.

14. Miscellaneous

- 14.1. All rights and obligations under these Terms are freely assignable by the Operator in connection with a merger, acquisition, or sale of assets, by operation of law or otherwise.
- 14.2. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.
- 14.3. You and the Operator agree that these Terms are the complete and exclusive statement of the mutual understanding between you and the Operator, and that it supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms.
- 14.4. Except as expressly set forth herein, you and the Operator agree that there are no third party beneficiaries intended under these Terms.

15. Contact

- 15.1. The Services are operated by Sundial Smart Legal Ltd. We are registered in Scotland under company number SC801845 and have our registered office at 272 Bath Street, Glasgow, Scotland, G2 4JR.
- 15.2. To contact us, including for the purpose of registering a complaint, please email hello@amender.io.

Last updated: 12 November 2024.