



OPENIR Technologies Ltd

TERMS OF USE

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AGREEMENT TO TERMS

These Terms of Use (“Terms”) constitute a legally binding agreement between OPENIR (“OPENIR”, “we,” “us,” or “our”) and (i) an entity or individual who enters into a subscription agreement with OPENIR and pays fees for access to the Service (“Customer”) and (ii) an entity or individual who accesses a Customer’s OPENIR-powered Conversation, or data through the Site, or otherwise uses the Site (“User”) (together “you”). By creating an account or accessing or using OPENIR’s platform, products, services, AI-powered communication channels, APIs, websites, any related applications, APIs, media forms, media channels, mobile websites, or mobile applications (collectively, the “Site”) you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are accepting these Terms on behalf of an entity, you represent and warrant that you have full authority to bind that entity. In the event you do not, you agree you are personally liable for all obligations under these Terms. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

“OPENIR” refers to OPENIR Technologies Ltd, a private limited company registered in the United Kingdom (“UK”) with offices at 1 Nicholas Road W11 4AN London; its subsidiary SAS OPENIR Technologies, a private company registered in France with offices at 11 rue de Magdebourg 75016 Paris; and any entity controlling, controlled by, or under common control with OPENIR Technologies Ltd.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will notify you of changes by updating the “Last updated” date of these Terms. You acknowledge and agree that it is your responsibility to review the Terms regularly, and you waive any right to receive individual notice of each change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site after the date such revised Terms are posted.

The information provided on the Site is not intended for distribution or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not designed to comply with industry-specific regulations (including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), the Federal Information Security

Management Act (FISMA), or similar laws). If your use of the Site would be subject to such regulations, you may not use the Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for individuals aged 16 or older globally. Persons under 16 are not permitted to use or register for the Site.

OPENIR SERVICE AND SITE

SERVICE AND SITE OVERVIEW

OPENIR provides software-as-a-service (SaaS) solutions designed to support corporate communications, investor relations, public relations, and data analysis. These services include OPENIR's proprietary SaaS platform and product offerings, including without limitation: OPENIR IRIS (Investor Relations Intelligent System), OPENIR Library, OPENIR Live Dialogue, OPENIR Co-pilot, OPENIR Targeting, OPENIR Analytics, and other products, APIs, related applications and features, and recommendations created by OPENIR (collectively, the "Service").

Among other features, the Service provides AI-powered communication tools that allow Customers to host conversation pages, channels and interfaces to interact with Users and other Customers ("OPENIR-powered Conversations" or "Conversations"). In these Conversations, a Customer or a User can ask questions or submit any Input and receive OPENIR-generated content based on any Customer Data. The Service enables the Customer to upload and manage Customer Data; to analyze interaction data; and to streamline workflows.

The Service, as well as OPENIR websites, any related applications, APIs, media forms, media channels, mobile websites, mobile applications, or OPENIR-powered Conversations are collectively referred to as the "Site".

OPENIR distinguishes between:

- i. Customer: an entity or individual who enters into an order or subscription with OPENIR and pays fees for access to the Service; and
- ii. User: any entity or individual that accesses a Customer's OPENIR-powered Conversation, or otherwise uses the Site.

In these Terms, "you" refers to a Customer or a User, as applicable.

CONVERSATIONS

Conversations are OPENIR-powered dialogue pages, channels and interfaces hosted by the Customers to interact and communicate with Users and other Customers.

While initiating or entering a Conversation, the hosting Customer and the participating Users may enter into a bi-directional agreement that governs their relationship to each other (the "Conversation Agreement"). The Conversation Agreement binds the Customer and Users only — not OPENIR.

Customers are solely responsible for the accuracy, legality, and appropriateness of Customer Data and Conversations, and for ensuring compliance with applicable securities, data protection, and communication laws. OPENIR is not responsible for the content of any Conversation, does not control what a Customer or User says or uploads, and has no obligation to monitor Conversations (though we may act under Section TERM AND TERMINATION).

OPENIR is not a party, does not draft, negotiate, or enforce it, and has no obligations arising from it. Customers are solely responsible for presenting, collecting consent to, and complying with their Conversation Agreements and privacy notices. In the event of conflict, these Terms govern the Service and our relationship with you; any Conversation Agreement governs only the Customer–User relationship to the extent it does not conflict with these Terms. OPENIR reserves the right (but has no obligation) to monitor Conversations and may remove, suspend, or restrict access to Conversations at any time where necessary to comply with law, protect third-party rights, or enforce these Terms.

NOT INVESTMENT ADVICE / NOT A BROKER-DEALER

The Service is a communication and workflow tool. The Service and the Site do not provide investment, legal, tax, accounting, or other professional advice; does not solicit or recommend the purchase or sale of securities; and does not operate as an exchange, ATS, broker-dealer, crowdfunding portal, investment adviser, credit-rating agency, or research provider. You are responsible for your own decisions and for complying with applicable laws (including, where relevant, Regulation FD (US) and Market Abuse Regulation / UK MAR (EU/UK)).

SUBSCRIPTION

OPENIR grants access to the Service pursuant to a Subscription. You may activate a Subscription by executing an Order Form. Unless otherwise specified, Order Forms are governed by these Terms. In the event of a conflict between these Terms and an Order Form, the Order Form will take precedence.

Subject to payment of all Subscription Fees and compliance with these Terms, OPENIR grants to you a non-exclusive, non-transferable, non-sublicensable right during the Subscription Term of the applicable Order Form (“Subscription Term”) to use the Service in accordance with the applicable Subscription Plan in connection with your internal business operations.

OPENIR may provide Users with restricted and free access to the Site, primarily to participate in Conversations for which they are authorized, in accordance with (i) the terms agreed between the User and the Customer hosting the Conversation under the applicable Conversation Agreement, and (ii) these Terms. Users may be asked to create an account to access Site features and Customers’ Conversations. To activate such an account, the User must enter into a Conversation Agreement and agree with these Terms.

PROVISION OF SERVICE

The Service is provided on a subscription basis for a term designated in the applicable Order Form. You will purchase, and we will provide, the specific Service identified in the Order Form. Certain features of the Service may be subject to Additional Product Terms, which are incorporated into and form part of these Terms.

Unless otherwise provided for in an Order Form, each Order Form shall automatically renew for a period equal in duration to the then expiring Subscription Term unless either Party notifies the other in writing of its intent not to renew the applicable Order Form at least thirty (30) days prior to the end of the then-current Subscription Term. Price changes apply at renewal with at least thirty (30) days’ prior written notice.

OPENIR shall have the exclusive control, management, and supervision of the method and means of providing the Service. OPENIR will comply with all laws applicable to its role in the execution of this Agreement. OPENIR will use commercially reasonable efforts to make the Service available. OPENIR may modify or update the Service from time to time at its sole discretion.

OPENIR may modify or update the Service from time to time at its sole discretion, provided that material modifications that materially reduce core functionality will be notified in advance.

OPENIR does not guarantee uninterrupted or error-free operation of the Service and disclaims all implied warranties, including merchantability and fitness for a particular purpose, to the fullest extent permitted by law.

ACCESS TO THE SITE

You are responsible for all actions and inactions by any users or by any third party that you permit to access or use the Site, as if such action or inaction were your action or inaction.

You are responsible for maintaining control over your account, including the confidentiality of any login credentials, and are responsible for all activities that occur on or through your account. You must provide accurate information and keep it updated. You are responsible for all actions taken under your accounts and passwords. You control your organisation's spaces, seats, and permissions. If a Permitted Personnel ceases to be employed (or contracted) by you, you must promptly revoke that user's access.

You may access and use the Site solely for your own benefit and in accordance with these Terms, the Documentation, and any use restrictions in the applicable Order Form (including usage quantities). You may permit your employees and Contractors and its Affiliates' employees and Contractors to serve as Permitted Personnel, provided you remain responsible for compliance by such individuals with all of the terms and conditions of these Terms and any use of the Site by such Permitted Personnel is for your sole benefit. Access is limited to Permitted Personnel. You remain solely responsible for any use of the Site under your accounts or credentials, whether or not authorized by you. OPENIR disclaims any liability for losses arising from unauthorized access resulting from your failure to safeguard credentials.

If you receive API keys or passwords, you must ensure Permitted Personnel keeps such credentials strictly confidential and not share them. IDs and credentials are granted to named individuals only and may not be shared. If access is provided through third-party credentials (e.g., Google), you must comply with that third party's terms.

OPENIR may suspend or restrict access immediately if we reasonably determine that your use (i) exceeds contractual usage limits, (ii) threatens the operability, security, or integrity of the Service, or (iii) violates these Terms or applicable law. We may adjust non-material usage limits from time to time. Material reductions will be notified to you in advance and will not apply until the next renewal term, unless otherwise agreed.

Access to and use of the Site is permitted solely in accordance with these Terms, the Documentation, and applicable Order Forms.

USE OF SITE

Except as expressly permitted in these Terms, you will not, and will not permit or authorize third parties to:

1. License, sub-license, sell, transfer, distribute, share, rent, lease, or otherwise permit third parties to use the Site.
2. Use the Site to provide outsourcing or managed services to third parties.
3. Access or use the Site to develop, sell, or support a competing product or service, or for purposes competitive with OPENIR.

4. Create generic or deceptive accounts, or otherwise attempt to circumvent Subscription Plan limitations.
5. Make unauthorized use of the Site, including collecting user information, creating accounts under false pretenses, or using buying/purchasing agents.
6. Circumvent, disable, or interfere with security, authentication, or technological features of the Site.
7. Reverse engineer, decompile, disassemble, decipher, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or underlying structure of the Site (except as permitted by law).
8. Modify, translate, adapt, copy, or create derivative works from the Site's software, code, or content, except as expressly authorized.
9. Remove or alter proprietary notices or labels.
10. Upload, introduce, or distribute viruses, Trojan horses, spyware, or other malicious code, including passive collection mechanisms (e.g., web bugs, cookies, gifs).
11. Transmit large volumes of data, spam, or repetitive content in a manner that degrades Site performance.
12. Interfere with or disrupt the proper functioning of the Site, its networks, or other users' access.
13. Engage in automated or systematic use of the Site (e.g., bots, spiders, scrapers, scripts, data mining) except as permitted.
14. Use the Site in violation of applicable law, regulations, or these Terms (including any Acceptable Use Policy).
15. Infringe or misappropriate third-party intellectual property rights.
16. Trick, defraud, or mislead OPENIR, its employees, or other users (including attempts to obtain account credentials).
17. Harass, intimidate, annoy, or threaten any person, including OPENIR's staff or other users.
18. Upload, transmit, or display offensive, harassing, libelous, abusive, threatening, harmful, or otherwise objectionable content.
19. Disparage, tarnish, or otherwise harm OPENIR or the Site.
20. Systematically retrieve data or content from the Site to create a collection, database, or directory without written permission.
21. Use information obtained from the Site to harass, abuse, or harm another person.
22. Delete or obscure copyright or proprietary notices from any Content.
23. Use the Site's Content or services for revenue-generating endeavors or commercial enterprises not expressly permitted.
24. Make improper use of support services, including submitting false abuse reports.
25. Engage in unauthorized framing, linking, or embedding of the Site.

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

EFFECTIVE COOPERATION

You will:

1. co-operate with us in all matters relating to the Site;
2. give us in a timely manner all of the information, items and materials needed by us to effectively provide the Site to you and ensure that everything you provide to us is accurate. We will only use your information, items and materials to provide the Site to you in accordance with these Terms. You further agree that our possession and use of your supplied materials and information will not cause us to infringe the rights, including any Intellectual Property Rights, of any third party;
3. comply with all laws applicable to your use of the Site;
4. adhere to (and ensure that the Users that interact with you adhere to) the terms of Section “Use of Site” and the Order Form(s) when accessing and using the Site;
5. obtain and maintain all necessary permissions and licences, required to enable us to deliver the Site.
6. obtain and maintain all necessary consents, including consent for Personal Data processing pursuant to OPENIR’s DPA, required to comply with Data Protection Laws.

If you fail to provide cooperation, information, materials, or consents as required, OPENIR will be excused from performance to the extent impacted, and may suspend the Service or charge reasonable additional fees arising from such failure.

CONTRIBUTIONS

We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, “Contributions”). Contributions may be viewable by other Customers and Users of the Site and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms.
- Your Contributions are not false, inaccurate, or misleading.

- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Site.

CONTRIBUTION LICENSE

You agree that we may access, store, process, and use the information and personal data you provide, as described in our Privacy Policy and subject to your choices and settings.

We do not claim any ownership rights in your Contributions. You retain all right, title, and interest in your Contributions and any associated intellectual property. You are solely responsible for your Contributions, and we are not responsible for any statements or representations contained in them. To the fullest extent permitted by law, you agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

For clarity, “Feedback” has the meaning set out in Section Intellectual Property Rights. Feedback is excluded from Input and Customer Data.

INPUT, OUTPUT AND CUSTOMER DATA

You may provide queries, text, files, and other materials in Conversations on the Site (collectively, “Input”). You grant OPENIR and its Affiliates a non-exclusive, worldwide, royalty-free license to host, store, process, transmit, and otherwise use your Input as necessary to provide the Service, address technical issues, and comply with law.

YOU ARE SOLELY RESPONSIBLE FOR SCREENING AND ENSURING THE ACCURACY, LEGALITY, COMPLETENESS, AND COMPLIANCE OF INPUT WITH APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO GOVERNMENT REGULATIONS, SECURITIES LAWS, DISCLOSURE REGULATIONS, AND PROHIBITIONS ON MARKET MANIPULATION. OPENIR DOES NOT VERIFY OR ENDORSE INPUT AND DISCLAIMS ALL LIABILITY FOR IT. ANY LIABILITY ARISING FROM INPUT RESTS ENTIRELY WITH THE YOU.

In response to your Input, the Service may generate content (“Output”). As between you and OPENIR, you retain ownership of your Input. Subject to these Terms, OPENIR grants you a non-exclusive, worldwide, royalty-free license to use, reproduce, and display the corresponding Output for your internal business purposes.

ALL OUTPUT IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. OPENIR MAKES NO REPRESENTATIONS OR WARRANTIES THAT OUTPUT IS ACCURATE, COMPLETE, RELIABLE, CURRENT, NON-INFRINGEMENT, OR FIT FOR ANY PARTICULAR PURPOSE.

ALL OUTPUT GENERATED BY OPENIR, INCLUDING ANY AI-GENERATED OUTPUT, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE INVESTMENT, FINANCIAL, OR OTHER PROFESSIONAL ADVICE OR RECOMMENDATION. OUTPUT MAY BE INCOMPLETE, INACCURATE, MISLEADING, BIASED, OUTDATED, OR INAPPROPRIATE. YOU MUST INDEPENDENTLY VERIFY CRITICAL INFORMATION AND USE YOUR HUMAN JUDGMENT. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING ANY OUTPUT AND INFORMATION PROVIDED BY OPENIR AND FOR ALL INVESTMENT DECISIONS AND ACTIONS YOU TAKE. OPENIR IS NOT LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR RELIANCE ON OUTPUT.

Customers may upload documents, files, and other informational materials to the Service, and may also connect third-party or publicly available sources to the Service (collectively, ‘Customer Data’). Customers retain all right, title, and interest (including all intellectual property rights) in and to their Customer Data. Customers grant OPENIR and its Affiliates a non-exclusive, worldwide, royalty-free right to process your Customer Data. This processing is limited to what is necessary to provide the Service, prevent or address technical issues, or as required by law.

OPENIR is committed to protecting and encrypting Customer Data to ensure its security and confidentiality. OPENIR will not use Customer Data to train or improve its underlying models, except as expressly agreed in writing.

CUSTOMERS ARE SOLELY RESPONSIBLE FOR SCREENING AND ENSURING THE ACCURACY, LEGALITY, COMPLETENESS, AND COMPLIANCE OF CUSTOMER DATA WITH APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO GOVERNMENT REGULATIONS, SECURITIES LAWS, DISCLOSURE REGULATIONS, AND PROHIBITIONS ON MARKET MANIPULATION. OPENIR DOES NOT VERIFY OR ENDORSE CUSTOMER DATA AND DISCLAIMS ALL LIABILITY FOR IT. ANY LIABILITY ARISING FROM CUSTOMER DATA RESTS ENTIRELY WITH THE CUSTOMER. OPENIR PROVIDES ONLY THE TECHNOLOGICAL INFRASTRUCTURE AND ANALYTICS AND IS NOT A PARTY TO CUSTOMER–USER COMMUNICATIONS.

You will indemnify and hold harmless OPENIR and its Affiliates from any claims, losses, or damages arising out of or related to your Input, Output, or Customer Data, including claims of infringement, violation of law, or breach of these Terms.

For clarity, “Feedback” has the meaning set out in Section Intellectual Property Rights. Feedback is excluded from Input and Customer Data.

DATA COLLECTION AND USAGE

As between you and OPENIR, OPENIR owns all right, title, and interest in and to usage data relating to your use of the Site (“Usage Data”). OPENIR may collect and use Usage Data for its legitimate business purposes, including operating, maintaining, improving, and securing the Site, developing new features, and supporting its business operations.

Usage Data does not include your Customer Data, Input, Output, or Confidential Information, except to the extent such information is aggregated and anonymized so that it cannot reasonably be used to

identify you or any individual. Any aggregation or anonymization will be performed using commercially reasonable measures designed to ensure that the data cannot reasonably be re-identified.

OPENIR will not share Usage Data that contains your Confidential Information with third parties except (i) in accordance with our Privacy Policy, or (ii) where such Usage Data has been aggregated and anonymized in accordance with this Section.

You are responsible for providing all necessary notices and obtaining all consents required by applicable law for the collection and use of Usage Data associated with your Users, Permitted Personnel, or other individuals who interact with the Site through your account.

OPENIR may retain certain data that you transmit to the Site for purposes of managing its performance, monitoring use of the Site, and complying with applicable law. While OPENIR performs routine backups, you remain solely responsible for maintaining copies of all data you transmit to or that relates to your activities on the Site. To the maximum extent permitted by law, OPENIR will not be liable for any loss, corruption, or recovery of such data, and you waive any right of action against OPENIR arising from such loss, corruption, or recovery.

INTELLECTUAL PROPERTY RIGHTS

You acknowledge that you are obtaining only a limited right to the Site and that irrespective of any use of the words “purchase”, “sale” or like terms in these Terms or terms outlined in the Order Form, no ownership rights are being conveyed to you under these terms.

Unless otherwise indicated, the Site is our proprietary property and all source code, databases created by OPENIR, functionality, software, software components design, methodology and algorithm, documentation, applications, API, Usage Data, website designs, audio, video, text, photographs, graphics on the Site, and any derivative works, modifications or improvements of any of the foregoing (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by international copyright and trademark laws and various other intellectual property rights and unfair competition laws.

The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your internal business purposes during the Subscription Term. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

FEEDBACK

“Feedback” means any suggestion, enhancement request, recommendation, correction, or other input you provide about the Site. You agree that Feedback is non-confidential. You grant OPENIR a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, transferable, and sublicensable license to use, copy, modify, distribute, display, perform, disclose, and otherwise exploit the Feedback for any purpose, including incorporating it into the Site or Service. You represent that you have all rights necessary to grant this license. To the extent permitted by law, you waive and agree not to assert any moral rights in

the Feedback against OPENIR or its sublicensees. You will not receive compensation for the Feedback and you will not assert any claim arising from OPENIR's use of it.

PERSONAL DATA PROCESSING

Unless specified otherwise in an Order Form, this Agreement incorporates DPA when a data protection law applies to your use of the Services to process Customer Personal Data.

One of the goals of OPENIR's Privacy Policy is to provide a simplified explanation of Personal Data processing carried out by OPENIR on your behalf, with the aim of making these processes easily understandable for you. Unless otherwise specified, any Customer Personal Data processing is governed by the DPA. In the event of a conflict between DPA and Platform Privacy Policy, DPA shall prevail.

USER REPRESENTATIONS

By using the Site, you represent and warrant that:

1. you have the legal capacity and you agree to comply with these Terms;
2. you are aged 16 or older;
3. you will not access the Site through automated or non-human means, whether through a bot, script or otherwise, except via the API or tools we provide;
4. you will not use the Site for any illegal or unauthorized purpose; and
5. your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

THIRD PARTY PROVIDER SERVICES AND/OR EXTERNAL PROVIDER SERVICES

Notwithstanding any other provisions, Third Party Provider Services and/or External Provider Services are subject to the standard license, services, warranty, indemnity and support terms of the third party supplier (or an applicable direct agreement between you and such supplier, to which you shall adhere). Third Party Provider Services and/or External Provider Services are not supported by OPENIR. Any warranty, damages or indemnity claims against OPENIR in relation to Third Party Provider Services and/or External Provider Services are expressly excluded.

Services may contain features designed to interoperate with Third-Party Provider Services, including through the OPENIR Platform or OPENIR's API. We cannot guarantee the continued availability of such features or any Third-Party Provider Services and OPENIR may stop providing access to some of these Third-Party Provider Services without prior notice to you, if for example and without limitation, a Third-Party Provider ceases to make its service available for interoperation with the corresponding Service features, or provide its service in a manner which is not acceptable to us.

FOUNDATION MODEL PROVIDERS

Conversations may be configured by the Customer to

- i. use remote services provided by third-party service providers (such as Foundation Model Providers or “FMPs”) and
- ii. retrieve content from Customer-provided data sources to contextualize FMPs with domain-specific data.

OPENIR lists major FMPs available in the market but does not endorse any particular provider. It is the Customer’s responsibility to select, in collaboration with OPENIR during a configuration period defined by the Order Form, a set of FMPs that meets its technical and legal requirements.

API

We may offer an application programming interface that provides additional ways to access and use the Service (“API”) which is a part of the Service. Your use of the API is subject to these Terms and to OPENIR’s Developer Terms which may be updated by OPENIR from time to time. We reserve the right at any time to modify or discontinue your access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and you are solely responsible for the compatibility of your use of the API with its specifications.

TERM AND TERMINATION

These Terms shall remain in full force and effect while you use the Site.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATION AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or

errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

FEES AND PAYMENTS

You may be required to purchase or pay a fee to access some of the Service. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Site. Sales tax will be added to the price of purchases as deemed required by us. Price changes apply at renewal with at least thirty (30) days' prior written notice.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

CANCELLATION

You can cancel your subscription at any time by logging into your account or contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our services, please email us at claim@openir.co.

GOVERNING LAW

These Terms shall be governed by and defined following the laws of England and Wales, and you irrevocably consent that the courts of England and Wales shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

DISPUTE RESOLUTION

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

SITE MANAGEMENT

We reserve the right, but not the obligation, to:

1. monitor the Site for violations of these Terms;
2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities;
3. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE

THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

To the maximum extent permitted by law, OPENIR and its directors, employees, and agents shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, data, or goodwill.

Without limiting the foregoing, OPENIR shall not be liable for any claims, damages, or losses arising from (a) Customer Data, (b) AI-generated Output, or (c) communications between Customers and Users.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms; (3) any breach of your representations and warranties set forth in these Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MISCELLANEOUS

These Terms and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Site. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Email: contact@openir.co.

DEFINITIONS

Term	Definition
Account Information	Means information about the management of your OPENIR account and information that you and your Users provide to OPENIR in connection with (1) the creation or administration of your OPENIR account, or (2) OPENIR's maintenance, support, or monitoring of your account or the Service. Account Information includes User Personal Data (such as names, pseudonyms, passwords, phone numbers, and email addresses), Customer information (such as metadata, billing information, and usage quotas or limits), and communications between you and OPENIR support.
Affiliate	Means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party. "Control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract, or otherwise.
Agreement	Means this Agreement, along with its schedules and including any supplementary Terms, together with all Order Forms entered into between you and Us.

API Key	Means a unique security token used to authenticate, access, and use the API provided by a Third-Party Service Provider.
Conversation	Means OPENIR-powered interfaces made available within the Service.
Customer	Means an entity or individual who enters into an order or subscription with OPENIR and pays fees for access to the Service.
Customer Data	Means all documents, files, and other informational materials that the Customer uploads to the Service, together with any third-party or publicly available sources that the Customer connects to the Service.
Foundation Model Provider	Means a Third-Party Service Provider that offers large-scale, pre-trained models designed to serve as a foundational or base technology for a wide range of processing tasks, such as natural language analysis, text generation, and/or image generation.
Input	Means queries, text, files, and other materials provided by you in Conversations.
Order Form	Means any ordering documentation or online sign-up or subscription pages, regardless of form, provided by OPENIR and agreed to between the parties, which sets forth the Service accessed by the Customer and any relevant pricing. Multiple Order Forms may be entered into under these Terms. An Order Form refers to any ordering documentation, online sign-up, or subscription page provided by OPENIR and agreed upon by both parties, detailing the Service the Customer will access and the associated pricing. These Terms govern Order Forms unless otherwise specified.
Output	Means content generated by the Service in response to Input.
Permitted Personnel	Means an employee or Contractor of the Customer or its Affiliate who is authorized to access the Service.
Service	Means OPENIR software solutions, related applications and features, recommendations, and APIs. These services include OPENIR's proprietary SaaS platform and product offerings, including without limitation: OPENIR IRIS (Investor Relations Intelligent System), OPENIR Library, OPENIR Live Dialogue, OPENIR Co-pilot, OPENIR Targeting, and OPENIR Analytics.
Site	Means the Service, as well as OPENIR websites, any related applications, APIs, media forms, media channels, mobile websites, mobile applications, or OPENIR-powered Conversations.
User (Customer-Authorized)	Means any individual who is authorized to access the Service by the Customer. Each User must use a unique identity to access and use the Service and may access the Service only to the extent authorized by the Customer.
User (Conversation Participant)	Means any entity or individual that accesses a Customer's OPENIR-powered Conversation or otherwise uses the Site.

