

# Terms of Use

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## Welcome

Thanks for using Everlaw! Our mission is to promote justice by illuminating the truth, and we do this by providing cloud-based eDiscovery software. These Terms of Use cover your access to and use of our sites (such as Everlaw.com), software, and services (“**Service**”). Selecting “I accept Everlaw’s Terms of Use and Privacy Notice” when you create your account or accessing or using our Service means that you agree to be bound by these Terms of Use and our [Privacy Notice](#).

## First Things First

### These Terms of Use Are Legally Binding

These Terms of Use are a legally binding contract between you and Everlaw (“we,” “us,” “our”). When you access or use the Service, or continue accessing or using the Service after we notify you of a change to the Terms of Use, you confirm that you have read, understand, and agree to these Terms of Use.

## How You Got Here, and What It Means

### You Are an Authorized User on the Service

An organization or other third party that we refer to in these Terms of Use as “Customer” has authorized you to access the Service, or you are authorized to access the Service as a Customer.

### What This Means for You and for Us

Customer has agreed to our [Customer Terms of Service](#) or entered into a written agreement (in either case, the “**Customer Agreement**”) with us. The Customer Agreement contains terms that govern the delivery of our Service to the Customer and the users it authorizes, including a mutual understanding that when you submit, upload, or create content in the Service, the Customer owns that content.

We own all intellectual property rights in the Service, including any derivatives, changes, and improvements. Your access or use of the Service does not grant you any intellectual property rights in the Service.

We will happily accept feedback from you about the Service or your experience with the Service. When you provide feedback to us, we own it and can use it however we choose.

### The Relationships Among You, Customer, and Us

If your access to the Service has been granted on behalf of a Customer, Customer is solely responsible for:

- Updating you on their policies and practices and any settings that relate to their content;

- Getting and maintaining all the necessary consents from you for you to use the content in the Service;

- Ensuring that the transfer and processing of their content is permitted by all applicable laws; and

- Responding to and resolving any disputes with you relating to their content or the Service.

We offer the Service “as-is” and “as available.” We or the Customer may suspend or terminate your access to the Service at any time.

These Terms of Use don’t create a special relationship between you and us: both parties are independent contractors. You won’t hold yourself out as our agent, and we won’t hold ourselves out as your agent.

## A Few Ground Rules

### Minimum Age

Our Service is designed for users who are at least 18 years old. If you are not at least 18 years old, you should not access or use the Service. By accessing the Service, you’re confirming that you’re at least 18 years old.

### When You Access or Use the Service, You Must Follow the Rules

DO:

- Use a browser that uses SSL and TLS1.2 or higher (SSL/TLS are encryption protocols, and you can check whether your browser uses them in the browser settings);

- Only access, use, or upload content to the Service that you have or the Customer has the necessary rights to;

- Take reasonable care when inviting other individuals to access the Service and granting permissions;

- Take reasonable care to prevent unauthorized access to or use of the Service;

Keep user account credentials, passwords, and all other login information safe and confidential;

Report actual or suspected security incidents or violations of these Terms of Use to our Security team ([security@everlaw.com](mailto:security@everlaw.com));

If there are issues, reach out to us at [support@everlaw.com](mailto:support@everlaw.com) and work with us to figure out and resolve those issues; and

Comply with all applicable terms of the third party services offered within the Service.

#### DON'T:

Misuse the Service or encourage anyone else to misuse the Service;

Copy, use, or share any information you get from the Service with unauthorized third parties, unless you have Customer's permission;

Share information that you don't have permission or authority to share (e.g. confidential information);

Use the Service to engage in or encourage any activity that is illegal, deceptive, harmful, or violates the rights of others;

Violate any laws, regulations, or industry standards or guidance (e.g.: privacy and data protection laws, intellectual property laws, child protection laws, laws against hate crimes, laws against the incitement of violence or laws against helping terrorist groups);

Interfere with or otherwise have a negative impact on any aspect of the Service or any other service, device, data, account, or network (e.g. sharing your account, trying to gain unauthorized access to the Service, distributing spam or malware, or attempting to find a workaround to usage limits);

Reverse engineer or otherwise try to figure out or copy the Service, any of our related technology, or our source code for any reason; and

Create a false identity or misrepresent an affiliation with any person or organization.

#### You're Here at the Pleasure of Our Customer and Us

These Terms of Use remain effective until Customer's subscription expires, Customer terminates your access for any reason, or we terminate your access for violating these Terms of Use.

## Limitation of Liability

If we believe that there is a violation of the Customer Agreement, Terms of Use, or any of our policies that the Customer can resolve, in most cases, we'll ask our Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your

account) if Customer does not take appropriate action or we believe there's a credible risk of harm to us, the Service, any other users, any third party, or any violation of applicable law.

We won't pay you damages for any harm that might indirectly result from our Service or from our failure to carry out our obligations under these Terms of Use. **Any direct damages we might owe you will not exceed \$100.**

This limit on liabilities applies no matter what the circumstances are surrounding the liabilities. If a law applies to this section, our liability will be limited to the maximum extent allowed by that law.

## General Information You Also Need to Know

### Modifications

We may change these Terms of Use from time to time. Laws, regulations, and industry standards evolve, which make those changes necessary, or we may make changes to our site or Service. We will post the changes to this page and revise the "Last Updated" date at the top of these Terms of Use. If we make major changes to it, we'll notify you through our Service, or we'll send an email to the email address you provided us. Any changes won't be retroactive. You can find previous versions of our Terms of Use here. We'll also update the "Last Updated Date" once the changes become effective. Using the Service after the "Last Updated Date" tells us that you accept the changes.

### Governing Law

These Terms of Use are governed by California law, without regard to its conflict of laws principles. Please reach out to the Customer or our Customer Success ("CS") team ([support@everlaw.com](mailto:support@everlaw.com)) if you have a dispute.

If the Customer and CS can't help you with a dispute, we'll escalate the dispute internally to try to resolve it. If that doesn't work, then we'll follow the dispute resolution process outlined in the Customer Agreement that the Customer entered into with us. **You will only resolve disputes with us on an individual basis and will not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.**

### Government Use

Unless you are a public sector Customer that has specially negotiated terms of use that apply to its authorized users, then these Terms of Use apply to you.

### Assignment

You cannot transfer or assign any of your rights under these Terms of Use without getting written permission from us in advance. We may assign our rights to any of our affiliates or subsidiaries or to any successor in interest of any business associated with our Service.

### Waiver

Just because you or we don't enforce some part of these Terms of Use at one point doesn't mean either of us can't enforce them later. The only way a waiver under these Terms of Use will be effective is if it's made in writing and signed by you (if you're the one granting the waiver) or by one of our authorized representatives (if we're the ones granting the waiver).

### Severability

If any of the provisions in these Terms of Use are found to be unenforceable, the remaining provisions will remain in full effect, and we'll substitute an enforceable provision that reflects our intent as closely as possible.

### Notices

If you need to notify us, you'll do it via email to CS ([support@everlaw.com](mailto:support@everlaw.com)). If we need to notify you, we'll do it in the Service or via email to the email address you designated in your account. You'll also be able to manage your settings to control the notifications you get from us or from other users.