
Customer Terms of Service

Welcome to Lark, an online multi-tool business management, efficiency, and communications platform (the “**Platform**”). The Platform and its related services, products, software programs and content, and any applications, software or services that provided by Lark are collectively referred to herein as the “**Services**”.

These Customer Terms of Service (these “Terms”) is entered into by and between Customer (as defined below) and Lark Japan 株式会社 a Japanese company, located at 東京都渋谷区渋谷 2-21-1 渋谷ヒカリエ (“**Lark**”, “**we**”, “**us**” or “**our**”), and set forth the terms and conditions applicable to Your access and use of the Services provided by Lark which You subscribe through AWS Marketplace. If there is any inconsistency between these Terms and any other version of Customer Terms of Service for the Platform and Services which may be displayed or otherwise made available to You, this version of the Customer Terms of Service will prevail with respect to the Services You subscribe through AWS Marketplace.

If You subscribe the Services through the AWS Marketplace, AWS Marketplace will provide You with a portal or other channels for You to subscribe the Services. Your use of such portal may be subject to additional terms and conditions of Amazon (e.g., Amazon may require that You have a valid account with AWS Marketplace). We are not a party to the terms and conditions between You and Amazon. Your use of the AWS Marketplace is at Your sole risk. “**Amazon**” refers to the Amazon entity which provides AWS Marketplace to You.

Customer also agrees to comply with the [Acceptable Use Policy](#) (as amended from time to time), which is hereby incorporated into these Terms.

If you are an Authorized User or an Individual User (in each case as defined in Section 2 below), the [User Terms of Service](#) govern your access and use of the Services, while these Terms shall govern the subscription of the Services by a Customer.

1. CUSTOMER

The party subscribing to the Services is the “**Customer**” (or “**You**”).

If you subscribe the Services on behalf of an organization and/or sign up for the Services using an email under your organization’s email domain, then such organization is the Customer, and you represent and warrant to us that (a) you are an authorized representative of such organization with the authority to bind such organization to these Terms, and (b) you agree to these Terms on such organization’s behalf. Note that since the organization you represent is the Customer, Customer has the right to replace you at its discretion and designate another person as its representative with respect to the Services. In such instance, you agree to take any actions reasonably requested by us or Customer to assist with the transfer of responsibilities to a new representative

of Customer, including providing applicable login credentials with respect to the Customer account.

If a user sets up a Workplace and an organization, even in his or her own capacity rather than on behalf of an legally incorporated entity, the individual creating the Workplace and the organization on Lark becomes a Customer and is no longer an Authorized User or Individual User. For example, you sign up using your personal email and build your organization and have other users join your organization as members, then you become a Customer and shall be subject to these Terms rather than the [User Terms of Service](#).

2. AUTHORIZED USERS AND INDIVIDUAL USERS

Subject to the terms applicable to the subscription ordered by Customer pursuant to Section 3, Customer may invite and authorize individuals to access a dedicated Workplace set up by Customer. Each such authorized individual will be deemed an “**Authorized User**”. A “**Workplace**” is made up of channels, where team members can communicate and work together, i.e., a digital space where a group of users may access the Services.

In addition, an individual may access and use the Services for personal purposes by registering a personal account, or Customer may invite individuals to access other parts of the Services such as Lark Meetings without creating an account (“**Individual Users**”).

Customer has many tools and controls over its Authorized Users’ and Individual Users’ use of its Workplace and any content or information the Authorized Users and Individual Users submit to the Workplace, such as messages, chats, documents, calendar events, information, communications, livestreams, videos, scripts, chatbots, Apps or any other content (collectively, “**Customer Data**”). For example, Customer may enable or disable an Authorized User’s access to the Workplace, review, edit and remove Customer Data, grant access to Customer Data to third parties, enable or disable third party integrations, manage the Authorized Users’ permissions, retention, and export settings, among other choices. Customer may also exclusively provide us with instructions on what to do with Customer Data.

Customer is solely responsible for (a) informing its Authorized Users and Individual Users of all Customer policies and practices that are relevant to their use of Customer’s Workplace; (b) any settings selected by Customer through the Services that may impact the Authorized Users’ and Individual Users’ use of the Customer’s Workplace or access to Customer Data; and (c) ensuring the transfer and processing of Customer Data complies with all applicable laws. We have no liability with respect to the content of any Customer Data or the way Customer or its Authorized Users or Individual Users choose to use the Services to store or process any Customer Data.

In order to access Customer’s Workplace, each Authorized User must create an account with the Platform. Customer shall ensure that its Authorized Users keep their account login credentials confidential and not disclose to any third party. We are not liable for any damages, losses or liability to Customer, its Authorized Users, or a third party, for any activity occurring under the Authorized Users’ accounts if accessed with the correct login credentials.

3. SUBSCRIPTIONS

You can subscribe for, access and use free Services without a payment requirement.

Paid Services can be subscribed through AWS Marketplace (each, an “**Subscription Order**”), which sets forth the version, term, price and other relevant information of the ordered subscriptions. Customer expressly agrees that the Customer’s use of the Services and the fees therefor will be determined in accordance with our measurement and data.

Customer shall comply with the terms under the Subscription Order, including but not limited to, not exceeding the number of Authorized Users designated in the Subscription Order (if so agreed in the Subscription Order). Lark may, upon reasonable advance written notice to You, audit Your use of the Services. If an audit reveals that You have used the Services beyond the agreed scope set forth in the Subscription Order, in addition to any other remedies Lark may have, the fees for such excessive use of the relevant Services shall immediately become due and payable upon our notice to Customer in writing (including without limitation by email or in-App message) of the relevant fees and Customer shall pay such fees within thirty (30) days following our notice (unless a longer payment period is permitted under the terms and conditions of AWS Marketplace).

Customer agrees to pay the applicable fees and taxes for all subscriptions. Customer acknowledges and agrees that Amazon may calculate taxes payable by Customer based on the billing information provided at the time of purchase or otherwise provided by Customer. We reserve the right to change our subscription plans or adjust pricing for the Services in any manner and at any time as we may determine at our sole and absolute discretion. Except as otherwise provided in these Terms, any price changes or changes to Customer’s subscription plan will take effect following reasonable notice to Customer. All subscription fees are payable in accordance with the payment terms in effect at the time the subscription fee becomes payable. Subscriptions will not be provided until payment has been received in full, unless otherwise agreed by us. Customer acknowledges and agrees that Amazon will issue invoices and collect payments from Customer on our behalf in connection with any paid Services Customer subscribes through AWS Marketplace, and that Customer may be subject to additional terms and conditions of Amazon in connection with the payment for the subscription fees for the Services.

If Customer fails to pay the applicable subscription fees on a timely basis, in addition to all other rights and remedies available to us by law or under these Terms (including in Section 14 (Term; Termination)), we may downgrade Customer’s subscription plan to a standard free version of the Services and disable access to any paid Services until all overdue amounts are paid in full.

If Customer’s account is downgraded, Customer and its Authorized Users and its Individual Users will lose access to certain features and functionality of the Services and may lose access to certain Customer Data. We shall in no way be responsible for any loss of data or Customer Data because of the

Customer's failure to pay applicable subscription fees. For clarity, in the event Customer downgrades any subscriptions from a paid plan to a free plan, Customer will remain responsible for any unpaid fees under the paid plan, and Services under the paid plan will be deemed fully performed and delivered upon expiration of the initial paid plan subscription term.

Taxes. Unless otherwise stated, Lark's fees and pricing do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If Lark or AWS Marketplace has the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Lark or AWS Marketplace with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of any doubt, in the event withholding taxes are levied by local tax authority in respect of the payments under these Terms, You will be responsible for such taxes and make a payment without any deduction to Lark or AWS Marketplace, grossing up the amount paid as may be necessary. You shall indemnify and hold Lark harmless from and against any penalties, interest, or other tax liability arising from (a) any failure by You to pay any applicable Taxes, and/or (b) any tax exemption certificate provided by You under this paragraph.

4. FREE TRIALS AND BETA PRODUCTS

We may, at our sole discretion, allow a Customer to sign up for a trial of the paid Services for a specified number of days (a "**Trial Subscription**"). Once the Trial Subscription is cancelled or terminated, it will be downgraded to free Services and Customer can NOT sign up for a trial of the paid Services anymore.

At any time and without notice, Lark reserves the right to (a) modify the terms and conditions of any Trial Subscription or free Services, or (b) cancel any Trial Subscription or free Services.

Occasionally, we offer certain new features that will be identified as "beta" or "pre-release," or similar wording (each, a "**Beta Product**"). **Beta Products are made available "as is," and any warranties or contractual commitments we make for other Services do not apply to Customer's use of Beta Products.**

5. ACCESS TO AND USE OF OUR SERVICES

As between Customer and Lark, content on the Services (except Customer Data), including the text, software, logos, patents, trademarks, service marks, copyrights, and "look and feel" of the Services, and all intellectual property rights related thereto ("**Lark Content**"), is either owned or licensed by Lark.

Subject to the terms and conditions of these Terms, we grant Customer a non-exclusive, limited, non-transferable, non-sublicensable, revocable license for its Authorized Users and as appropriate, Individual Users, to access and use the Services and to access the Lark Content solely through Customer's use of the

Services. We reserve all rights not expressly granted herein in the Services and the Lark Content.

Customer acknowledges and agrees that we may terminate this license at any time for any reason or for no reason.

Customer and its Authorized Users may access Lark Content solely to access Customer's Workplace and as permitted under these Terms. Use of Lark Content or materials from the Services for any purpose not expressly permitted by these Terms is strictly prohibited. Customer shall not, and shall ensure its Authorized Users and Individual Users shall not, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Lark Content for any purpose whatsoever without our or, where applicable, our licensors' prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

Customer's access to and use of the Services is subject to compliance with these Terms and the [Acceptable Use Policy](#). Customer shall comply and ensure its Authorized Users and Individual Users comply with the terms of the [Acceptable Use Policy](#). Lark may take measures as we deem necessary or appropriate (including without limitation immediate suspension or termination of the access to the Services by Customer, its Authorized Users or Individual Users), if Customer breaches these Terms or the [Acceptable Use Policy](#) or violates any applicable law.

6. CUSTOMER DATA

We will process Customer Data only by Customer's instructions and are not responsible for any Customer Data or for the way Customer or its Authorized Users or Individual Users choose to use the Services to store or process any Customer Data.

Subject to the terms and conditions of these Terms, Customer (on behalf of its Authorized Users and Individual Users) grant us (and our contractors and suppliers) a worldwide, non-exclusive, perpetual, irrevocable, transferable, sublicensable right and license at no cost to use, copy, download, modify, and display the Customer Data for the limited purposes of (i) operating, maintaining and improving the Services and providing Your Customer Data within the Services to other users (such as to allow us to transmit an Authorized User's messages, documents and calendar invitations on Customer's Workplace); (ii) addressing or preventing service issues, security issues, customer support issues or technical issues with the Services; (iii) complying with a valid subpoena, court order or other legal requirements as reasonably determined by us; and (iv) other purposes that You consent to and that are consistent with applicable law, these Terms, its related addendums (if applicable) and the [Privacy Policy](#). Customer represents and warrants that it has secured all necessary rights in and to Customer Data from its Authorized Users and/or Individual Users and/or third parties in order to grant the foregoing licenses.

In addition, Customer (on behalf of its Authorized Users and Individual Users) agrees that it is granting its other users on Customer's Workplace, at no cost, the right (including any intellectual property or related rights and any necessary

waivers or consents) to make unrestricted use of the Customer Data, including commenting on and editing the Customer Data.

We accept no liability in respect of any content submitted by users of the Services.

Customer acknowledges that our automated systems may analyze content that users of the Services share with us including emails that are shared through third party integrations to detect spam and malware when content is sent, received and saved.

If we become aware of any Customer Data that violates these Terms, the [User Terms of Service](#) or the [Acceptable Use Policy](#) that is uploaded by an Authorized User in Customer's Workplace or otherwise by an Individual User, we may ask Customer to take direct action against such Authorized User or Individual User. However, Lark reserves the right to take any action it deems necessary in accordance with these Terms and the [Acceptable Use Policy](#), including without limitation immediately suspending, disabling or terminating the account of or access to the Services by any Authorized User or the relevant Individual User who uploads Customer Data that does not comply with these Terms or the [User Terms of Service](#), applicable law, or the privacy rights, publicity rights, intellectual property, contractual rights or any other rights of any person or entity, or if we determine in our sole discretion that such Customer Data poses a risk of harm to us, other users of the Services or third parties.

7. AVAILABILITY

Lark will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) scheduled maintenance as notified in advance; (b) unplanned or emergency downtime; or (c) any unavailability caused by circumstances beyond Lark's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks.

Lark offers "help desk" email support at support@larksuite.com. Such support is available from 9:00 a.m. - 6:00 p.m. **Singapore** Time, Monday through Friday, excluding holidays. Lark will use commercially reasonable efforts to make an initial response to any email inquiry within one (1) business day of its receipt.

8. THIRD PARTY PRODUCT

The Services include the ability to use certain third party developed applications and software that complement Customer's use of the Services (each, a "**Third Party Product**"). All available Third Party Products are listed in the Lark App Directory and Customer may select the Third Party Products that are made available to its Authorized Users, at its discretion. Customer must comply with all the terms set forth in the [Lark App Directory Terms of Service](#). We do not control the use of such Third Party Products and any use of such Third Party Products is solely at Customer's discretion and between Customer and the applicable third party provider. We do not warrant the performance, availability, safety or reliability of any such Third Party Product and are not responsible for the applicable third party provider's performance or failure to perform in any

respect. Customer's access and use of the Third Party Products is solely at its own risk and is subject to the terms and conditions of use and privacy policy(ies) applicable to such Third Party Products.

9. FEEDBACK AND CUSTOMER REFERENCE

If Customer selects to provide any feedback or comments to Lark related to the Services ("**Feedback**"), all of such Feedback shall be the sole and exclusive property of Lark, and Customer hereby assigns any right, title or interest it may have in such Feedback to Lark. Lark shall have the right to use and disclose such Feedback in any manner and for any purpose in Lark's discretion without remuneration, compensation or attribution to Customer, provided that Lark is under no obligation to use such Feedback.

Notwithstanding anything herein to the contrary, Lark may (i) display Your name and logo on our website and related marketing assets as an existing or prior customer of the Services, (ii) use and publish Your Authorized User's testimonials, Feedback, and Customer case study regarding the Services in publications, presentations and marketing assets used by Lark, and (iii) mention Customer, Authorized User and related project name (if any), and/or the subscription information in any tender documents.

10. DATA PRIVACY AND SECURITY

Customer's access to the Services may require Authorized Users and/or Individual Users to provide certain personal information about Customer, Authorized Users, Individual Users and/or Customer's customers. Customer acknowledges and agrees that Lark processes Customer Data in our capacity as data processor for the purposes described in these Terms, the [Data Processing Addendum](#), and the [Privacy Policy](#).

11. INDEMNITY

Customer agrees to defend Lark, our affiliates, employees, agents, assigns, and licensors against any third party suits, actions, claims, or proceedings ("**Claim**") (i) alleging that the Customer Data infringes or misappropriates a third party's intellectual property, privacy or other rights; or (ii) resulting from Customer's or its Authorized Users' or Individual Users' breach of or failure to comply with these Terms or its Authorized User's or Individual Users' breach of the [User Terms of Service](#), and Customer agrees to indemnify and hold Lark, our affiliates, employees, agents, assigns, and licensors harmless from all damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by or awarded against Lark or our affiliates, employees, agents, assigns, and licensors that may result from any such third party Claim.

Lark agrees to defend Customer from and against any Claim initiated by a third party alleging that Customer's use of the Services in accordance with these Terms infringes any patents, copyrights or trade secret rights of which Lark is aware, provided, however, that Lark shall not be obligated to indemnify and defend Customer from and against any Claim to the extent arising from (i) any matter for which Customer is obligated to indemnify Lark pursuant to the paragraph above; (ii) use of the Services with any other software or service not

provided by Lark, if, but for such combination, the use of the Services would not have been infringing; (iii) use of any Beta Products; and/or (iv) use of the Services under a Trial Subscription. In addition, Customer shall be obligated to notify Lark promptly upon learning of any Claim subject to indemnity hereunder, and Customer must provide Lark with sole control and authority over the defense and/or settlement of the Claim, subject to Customer's provision of reasonable assistance at the request of Lark and at Lark's expense. Should the Services become or, in Lark's reasonable opinion are likely to become, the subject of any Claim, Lark may, at our option and expense, either: (a) procure for Customer the right to continue to use the Services as contemplated by these Terms, (b) replace or modify the Services to make its use in accordance with these Terms non-infringing, or (c) terminate Customer's subscription and refund to Customer any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination (unless applicable laws or the terms and conditions of AWS Marketplace require otherwise).

This Section states our sole liability with respect to, and Customer's exclusive remedy against us for any Claim against Customer.

12. LIMITED WARRANTY; EXCLUSION OF OTHER WARRANTIES

Lark warrants that the Services will function in substantial accordance with our written specifications and applicable documentation. In the event of a breach of Lark's warranty of this Section 12, Lark agrees to use commercially reasonable efforts to cause the Services to function in substantial accordance with their specifications and applicable documentation. If Lark is unable to remedy any material breach of this warranty, Customer or Lark shall have the right to terminate the affected Services and, upon such termination, Lark will refund to Customer, a pro rata portion of any fees that were prepaid for the canceled Services based on the remaining unused portion of the term for the canceled Services (unless applicable laws or the terms and conditions of AWS Marketplace require otherwise). For any breach of the warranty above, Customer's sole and exclusive remedy shall be as provided in this Section 12. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY SERVICES UNDER A FREE OR TRIAL SUBSCRIPTION OR THE BETA PRODUCTS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 12, THE SERVICES ARE PROVIDED **"AS IS"**, **"AS-AVAILABLE"**, WITH ALL FAULTS, AND LARK AND LARK'S LICENSORS MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LARK OR OUR REPRESENTATIVES SHALL CREATE A WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 12, CUSTOMER'S USE OF THE PLATFORM AND SERVICES IS ENTIRELY AT CUSTOMER'S OWN RISK AND THE ENTIRE RISK AS TO SATISFACTORY

QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER.

13. LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT THE FOLLOWING LIMITATION OF LIABILITY IS PROHIBITED BY LAW:

(1) LARK'S TOTAL LIABILITY TO CUSTOMER SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY CUSTOMER UP TO A MAXIMUM AMOUNT OF THE FEES PAID BY CUSTOMER TO LARK UNDER THESE TERMS FOR THE THEN CURRENT SUBSCRIPTION TERM; PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN DISCOVERED BY CUSTOMER;

(2) NEITHER LARK NOR ANY OF OUR LICENSORS SHALL BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR PERSONAL INJURY, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OR INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL OR LOST PROFITS), UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, EVEN IF LARK HAS BEEN ADVISED OF THE RISK OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR FRAUD (INCLUDING FRAUDULENT MISREPRESENTATION), DEATH, PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO CUSTOMER TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 13 AND THE ALLOCATION OF RISK HEREIN ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH LARK WOULD NOT HAVE ENTERED INTO THESE TERMS.

14. TERM; TERMINATION

These Terms shall remain in effect until the termination by Lark or Customer in accordance with these Terms or the termination of all Services, paid and free, subscribed by Customer, whichever is earlier.

Customer may terminate these Terms at any time upon a prior notice to Lark by email at least thirty (30) days in advance. Lark may terminate these Terms immediately at any time upon notice to Customer by email, if Customer has

committed a material breach of these Terms which has not been remedied within thirty (30) days after notice by Lark specifying the nature of the breach or which cannot be remedied, or if Customer commits multiple breaches of these Terms (including without limitation two or more different breaches, or two or more occurrences of the same breach).

Upon termination of these Terms, all subscriptions granted to Customer hereunder shall terminate and Customer and its Authorized Users and Individual Users shall cease all use of the Services. Except as otherwise set forth in these Terms or otherwise required by applicable law or the terms and conditions of AWS Marketplace, in the event of termination of these Terms for any reason, all fees paid in advance are non-refundable and Customer will not be entitled to a pro rata refund of any portion of such fees.

Upon termination or expiration of these Terms, we have no obligation to maintain any Customer Data and may thereafter, without notice to Customer, delete all Customer Data in our systems or otherwise in our possession or under our control, except for any Customer Data which we are obligated to maintain in accordance with applicable laws and regulations.

Sections 5, 6, 9, 11, 12, 13, 14, 15 and 16 will survive any termination of these Terms, together with any payment obligations owed by Customer to Lark for any Services received prior to the effective date of termination.

15. CONFIDENTIALITY

Neither party shall (i) disclose to any unaffiliated third party any Confidential Information (provided Lark may disclose any Customer Data which constitutes Confidential Information in accordance with our [Privacy Policy](#)); or (ii) use the Confidential Information for any purpose other than that indicated in these Terms without the disclosing party's prior written approval. The receiving party agrees to notify the disclosing party promptly of any unauthorized disclosure of Confidential Information and to assist the receiving party in remedying any such unauthorized disclosure. The receiving party agrees that all persons having access to the Confidential Information under these Terms will abide by the obligations set forth in these Terms. Nothing in these Terms shall be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure shall timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the party required to make such disclosure shall permit the other party to attempt to limit such disclosure by appropriate legal means. All Confidential Information disclosed hereunder shall remain the sole property of the disclosing party and the receiving party shall have no interest in or rights with respect thereto. As used herein, "**Confidential Information**" means all information that is either labeled confidential or that a reasonable person would understand to be confidential given the circumstances of disclosure and the nature of the information. Confidential Information shall not include data or information which (i) was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of the receiving party; (ii) was known to the receiving party at the time of disclosure without an obligation of confidentiality,

as evidenced by the receiving party's written records; (iii) is disclosed after written approval of the disclosing party; (iv) becomes known to the receiving party from a source other than the disclosing party without an obligation of confidentiality; or (v) is developed by the receiving party independently of the disclosing party's Confidential Information as demonstrated by written records.

16. OTHER TERMS

16.1 CHANGES TO THESE TERMS

We may amend these Terms from time to time, for instance when we update the functionality of our Services or when there are regulatory changes. We will use commercially reasonable efforts to provide reasonable notice to all users of any material changes to these Terms, such as by email or by displaying a notice on our Platform. However, Customer should look at these Terms regularly to check for such changes. We will also update the "Last Updated" date at the top of these Terms, which reflects the effective date of such Terms.

Customer's continued access to or use of the Services after the date of the new Terms constitutes Customer's acceptance of the new Terms. If Customer does not agree to the new Terms, Customer and its Authorized Users and Individual Users must stop accessing or using the Services.

16.2 APPLICABLE LAW AND ARBITRATION

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which SIAC Rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The law governing this arbitration agreement shall be Singapore law.

16.3 ANTI-BRIBERY AND CORRUPTION AND TRADE COMPLIANCE

ANTI-BRIBERY AND CORRUPTION

The parties warrant and represent that they and their affiliates will not, nor will any of their respective officers, employees, shareholders, representatives, agents or contractors ("**Associated Parties**") commit, authorize or permit any action in connection with the negotiation, conclusion or the performance of these Terms or any related agreement which would cause the other party and/or its Associated Parties to be in violation of any anti-bribery laws. This obligation applies, inter alia, to illegitimate payments including facilitation payments to public officials or their associates, families or close friends.

TRADE COMPLIANCE

You represent to comply with all economic sanctions and export control laws and regulations applicable to these Terms, including but not limited to restrictions on destinations, end users and end use of the Services.

For the avoidance of doubt, any violation of the above commitments and representations shall be a material breach of these Terms.

16.4 FORCE MAJEURE

In the event either party is unable to perform its remaining obligations under the terms of these Terms because of acts of God, strikes, economic sanctions and export control, or other causes reasonably beyond its control, that in no way complying with applicable laws and regulations is possible, such party may terminate these Terms without being liable for damages to the other for any damages resulting from such failure to perform remaining obligations under these Terms or otherwise from such causes. The parties shall use commercially reasonable efforts to reach on a feasible solution that would minimize the impact from the force majeure event.

16.5 ENTIRE AGREEMENT

These Terms, together with any terms or document referenced or incorporated herein, constitute the whole legal agreement between Customer and Lark and govern Customer's use of the Services and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing.

16.6 NO WAIVER AND SEVERABILITY

Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right in these Terms.

If any court of law or a arbitral tribunal, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms, and the remaining provisions of these Terms will continue to be valid and enforceable.

16.7 SECURITY

We do not guarantee that our Platform and/or Services will be secure or free from bugs or viruses. Customer is responsible for configuring Your information technology, computer programs and platform to access our Platform and/or Services.

16.8 NO ASSIGNMENT

Customer may not assign any of Your rights or delegate Your obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of us. We may assign these Terms in their entirety (including all terms and conditions incorporated herein by reference), without Customer's consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

16.9 LANGUAGE

These Terms are prepared in English and may be translated into multiple languages other than English. If there is any inconsistency between the English language text and any translation, to the maximum extent permitted under

applicable law the English language text shall prevail, unless otherwise expressly stated in the applicable translation.

Any Questions? Get in touch at contact@larksuite.com.

17. CUSTOMER SUPPLEMENTAL TERMS

17.1 U.S. Government Customers

If Customer is a U.S. government or U.S. public entity, the following terms apply.

- **Use.** The Services are a “commercial item,” as defined at 48 C.F.R. §2.101, and constitute “commercial computer software” and “commercial computer software documentation,” as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 to §227.7204. This commercial computer software and related documentation are provided to end users for use, by and on behalf of the U.S. Government, with only those rights as are granted to all other end users pursuant to these Terms.

- **Waiver of Certain Sections:** The sections in these Terms titled “Applicable Law”, “Arbitration” and Customer’s indemnity of Lark are waived to the extent they are inconsistent with federal law.

- **No Endorsement:** We agree that we will not use Customer’s trademarks, logos, service marks, or trade names, in a manner to state or imply that our products or services are endorsed, sponsored or recommended by Customer or the U.S. Government.

17.2 US State or Local Government Customers

If Customer is a state or local government, the Sections titled “Applicable Law”, “Arbitration,” and Customer’s indemnity of Lark are hereby waived if Customer’s jurisdiction’s laws prohibit Customer from accepting such terms.

17.3 Healthcare Customers

Unless Customer has entered into a Business Associate Agreement or similar agreement with Lark, Customer acknowledges that Lark is not a “Business Associate” as defined in the Health Insurance Portability and Accountability Act and related amendments and regulations as updated or replaced (“**HIPAA**”), and that the Services are not HIPAA compliant. Customer may not use, disclose, transmit or otherwise process any “Protected Health Information” as defined in HIPAA (“**PHI**”) through the Services. We are not liable for any PHI received from Customer.

17.4 Non-Practicing Entity

If Customer is a non-practicing entity, Customer agrees that it will not, directly or indirectly, assert any claim, or commence any actions, suits, or proceedings against Lark or any of its affiliates, that allege that the Platform or Services infringe, misappropriate, or otherwise violate any patents or other intellectual property rights.

17.5 South Korea Customers

If Customer is in South Korea, the following terms shall prevail.

• **Limitation of Liability.** The provisions on the limitation of liability in these Terms shall not apply to damages caused by our willful misconduct or gross negligence.

• **Price Changes in Automatic Payment Subscriptions.** In the event Customer enables the automatic payment function, we will notify Customer and obtain Customer's consent before increasing the price of Customer's subscription plan. If Customer does not agree to the changed price, Customer's subscription will not be renewed.

• **Cancellation and Refund of Automatic Payment Subscriptions.** In the event Customer enables the automatic payment function, Customer may cancel the renewal of the subscription term by disabling the automatic payment function at any time prior to the commencement of the renewed subscription period. Furthermore, Customer may cancel the subscription during the subscription period, in which case we will refund the subscription fee as follows:

1. If Customer has not used the Services: Full refund if the subscription is cancelled within seven (7) days from the date of payment; refund of the amount after a 10% penalty deduction of the total amount paid if the subscription is cancelled after seven (7) days from the date of payment.

2. If Customer has used the Services: Refund of a prorated amount for the remainder of the subscription period, after deducting any discounts provided at the time of subscription and a penalty deduction of 10% of the subscription fee for the remainder of the subscription period.

In the event of refunds, the refunded amount shall exclude any incidental costs such as payment fees. Further, in principle, we will request the providers of each payment method to suspend or cancel the charges and issue the refund using the same payment method used by Customer within three (3) business days from the date of our receiving Customer's cancellation notice. However, if it is not possible to issue the refund using the same payment method, we may issue the refund using other appropriate methods, which we will notify in advance.

• **Taxes.** In principle, the fees and pricing for the Services are shown inclusive of any applicable taxes.

• **Services Use Restrictions and License Termination.** We may terminate the license granted to Customer, or restrict Customer's use of all or part of the Services, upon prior individual notice (and if applicable, after providing an opportunity for appeal), in any of the following circumstances or similar circumstances:

(i) Customer has materially or repeatedly breached these Terms; (ii) it is necessary to comply with a legal requirement or a court order, etc., (iii) we reasonably believe that there has been a conduct that causes harm or liability to Customers, third parties, Lark or its affiliates, etc. or that it is necessary to protect the rights of the foregoing, or (iv) we have decided to no longer provide

the Services in a specific area or if we reasonably believe that it is no longer commercially appropriate to provide the Services to Customer.

However, in the event that (i) individual notice is prohibited for legal reasons (e.g., it is in violation of laws, regulations or orders from regulatory authorities, it interferes with investigations conducted by regulatory authorities), or (ii) individual notice is reasonably deemed to possibly cause harm to Customers, third parties, Lark or its affiliates (e.g., it harms the security of our Services), we may not provide notice.

· **Changes to these Terms.** In the event we amend these Terms, we will notify You of the effective date of and the reasons for the amendments through a notice to be posted on the landing page of our website or the splash screen of our mobile app, starting from at least seven (7) days prior to the effective date of the new Terms until the day before the effective date. However, if any amendments are material or disadvantageous to Customers, we will notify You individually 30 days prior to the effective date of such amendments. Notwithstanding the foregoing, any amendments that relate to new features of the Services that benefit You or are due to legal reasons will take effect immediately.

· **Governing Law and Jurisdiction.** Matters relating to these Terms and the formation and interpretation of these Terms shall be governed by South Korean law, and the courts of South Korea shall have exclusive jurisdiction.