

NordLayer

TERMS OF SERVICE

Last updated: March 21, 2025

1. Introduction

1.1. Terms. These terms ("**Terms**") are between Nord Security Inc. ("**we**", "**us**", "**our**," or "**NordLayer**") and the organization agreeing to these Terms ("you" or "**Customer**"). Terms govern access to and use of NordLayer services, which include NordLayer software and any services that NordLayer provides to Customer through software, applications, Websites, NordLayer, or otherwise (collectively referred to as the "**Services**"). These Terms also govern the use of and access to NordLayer's Website.

1.2. Binding Legal Agreement. Please note that these Terms constitute a binding legal agreement between you and NordLayer. By visiting the Website, registering for, installing, and (or) using the Services on any platform or device, you agree to be bound by these Terms. It is only under these Terms that NordLayer allows Customers to use the Services. If you do not agree to these Terms or any provisions hereof, please do not install and do not use our Services.

1.3. Authority to Bind. When you agree to the Terms for use of the Services by an entity, you are agreeing on behalf of that entity. You must have, and hereby confirm that you have, the authority to bind that entity to these Terms, otherwise, you must not sign up for the Services.

1.4. No Consumer Protection Laws. NordLayer Services are developed for businesses and organizations. To the maximum extent permitted by law, you hereby acknowledge and agree that you are not a consumer, and consumer protection laws are not applicable to these Terms.

1.5. Prohibited Uses. You are not allowed to connect to and use the Services if (i) you are a competitor of our business, (ii) you are using our Services in order to gain information to be used for unfair competition against us, (iii) if you have been or are prohibited to access the Services, and/or (iv) if we suspended or closed your account due to any reason.

2. Using the Services & Support

2.1. Services Use. During the Subscription Period, at your individual request and your sole discretion NordLayer will provide the Services for your exclusive use in accordance with these Terms and NordLayer documentation.

2.2. Support Services. NordLayer will provide technical support to Customer's owners, administrators and members. For the purpose of these Terms, "owner", "administrator" and "member" shall have the meanings given to them in the NordLayer documentation. Customers may create end user accounts through the control panel. Customer is responsible for maintaining the confidentiality and security of passwords, accounts and managing access to the control panel.

If the Customer purchased the Services through a managed service provider ("**MSP**"), such MSP shall be responsible for providing the first level of support to the Customer, and NordLayer shall

provide the Customer only second-level support where the MSP cannot adequately respond to or support such Customer.

NordLayer is not responsible for internal management or administration of the Services for the Customer. Customer will, at its own expense, be responsible for providing support to its end users regarding issues that are particular to end users' access to the Services, such as, for example, managing Customer's members, managing their permissions, resetting passwords, or adjusting settings. Customer will use reasonable efforts to resolve any such support issues before escalating them to NordLayer and any requests to do so may be refused by NordLayer at its sole discretion.

Each Customer must assign the owner role to one or more of its end users. Owners are responsible for managing the organization's billing, central security features, member lists, member permissions and other settings affecting the whole organization. The Customer warrants and represents that the assigned owner has the full authority to manage the Customer's account. Due to security reasons, certain requests to manage the organization may only be raised by the organization owner, and any requests made by end users with insufficient privileges may be refused by NordLayer at its sole discretion. More information about end user roles can be found in NordLayer Help Center.

2.3. Customer Obligations. Customer is responsible for (a) duly payment of all fees relating to Customer's use of the Services; (b) administering all end users' access to the Services and promptly notifying NordLayer of any unauthorized use of or access to the Services; (c) maintaining the confidentiality and security of passwords and accounts and managing access to control panel; (d) maintaining accurate and current account and contact information for each owner account; and (e) ensuring that any and all use of the Services complies with these Terms and applicable laws.

2.4. Restricted Uses. Customer will not, and will ensure that end users or its affiliates do not: (a) offer for sale or lease, sell, resell or lease access to the Services; (b) attempt to reverse engineer the Services or any software or other components used therein or assist anyone else in doing so; (c) use the Services in a manner or under circumstances where use or failure of the Services could lead to death, personal injury or physical damage; or (d) use the Services in a manner that would violate applicable laws; (e) attempt to create a substitute or similar service through the use of, or access to, the Services or NordLayer; (f) use the Services for crawling, scraping or other similar activities that otherwise generate large amounts of automated requests over the internet while using the Services, which might negatively affect NordLayer or provision of our Services to other users. Indicators of such activities may include, but are not limited to, excessive data transfer, high simultaneous device connections, frequent server switching, rapid device switching, multiple connections to servers from the same device, prolonged connection duration, or any other suspicious behavior; (g) violate general ethic or moral norms, good customs and fair conduct norms; or (h) otherwise infringe or circumvent these Terms. If the Customer intends to use the Services for penetration testing (pen-testing) or port scanning activities, the Customer must first inform and obtain our prior written approval. Any such activities conducted without our explicit consent may result in immediate suspension or termination of the Services in accordance with these Terms.

2.5. Usage Limitations. NordLayer allows a maximum of 6 simultaneous connections per 1 end user account. That includes proxy connections, each of which counts as a separate slot. Each

end user account is personal and non-transferable. It is prohibited to share and/or transfer end user accounts.

2.6. Compliance with Laws. NordLayer does not tolerate any unlawful, illicit, criminal, or fraudulent activities perpetrated by using the Services. Customers retain exclusive control over the selection of individuals authorized to use the Services and are solely responsible for any actions taken by their end users in connection with their use of the Services. Customers shall comply with laws and regulations applicable to their use of the Services. Customers shall not take any action that would cause NordLayer to violate any applicable laws. NordLayer shall not be liable in any way or form for any actions done by its Customers while using the Services, including criminal liability and civil liability, for harm executed, intended or otherwise.

2.7. Export and Sanctions Compliance. Customer represents and warrants that, throughout the entire duration these Terms apply, neither it nor any of its direct or indirect shareholders, beneficiaries, principals, executives, employees, agents, or its end users are (i) subject, directly or indirectly, to any sanctions or restrictive measures administered or enforced by the United Nations, the United States of America, the European Union and/or its Member States, the United Kingdom, or any other applicable governmental authority (collectively, "**Sanctions**"), nor (ii) located, organized, or resident in any country or region that is subject to comprehensive Sanctions or embargoes, including but not limited to Belarus, Cuba, Iran, North Korea, Russia, Syria, or the restricted regions of Ukraine.

Customer further acknowledges that the export, re-export, transfer, or use of the Services and related technologies ("**Controlled Items**") may be subject to export control and sanctions laws of the United States, the European Union, its Member States, and any other applicable jurisdiction. Customer agrees to comply fully with all such laws and regulations, including not exporting, re-exporting, or otherwise transferring any Controlled Items (a) to any prohibited country, entity, or individual without obtaining any required government authorizations or (b) in violation of applicable sanctions or export control laws. Customer also agrees to inform NordLayer immediately in writing if it or any party listed in this clause becomes subject to Sanctions or if any of the representations or warranties made in this clause are no longer accurate.

In the event of any breach of this clause, NordLayer reserves the right to suspend or terminate the Services immediately and without prior notice. Any such breach will be considered a material violation of these Terms.

3. Intellectual Property Rights

3.1. Ownership. By accessing and using this Website and by using the Services, you accept and acknowledge, as between you and NordLayer, the Services, including, but not limited to, the appearance, content, selection, assembly and functionality, and any other parts or specifics of the Website and the Services, are owned solely by NordLayer and its licensors (whether the specific content is individually protected by copyright or other intellectual property rights or not).

3.2. License Grant. We grant you a non-exclusive, revocable, non-transferable, non-sublicensable worldwide license to use the NordLayer software solely in connection with the Services and in accordance with these Terms.

3.3. No IP Assignment. Except as expressly set forth herein, these Terms do not grant either party any rights, implied or otherwise, to the other's intellectual property. No title to or ownership of or any other rights in or to the Services or any software provided by NordLayer to access or use the Services is transferred to Customer under these Terms.

3.4. Name and Trademarks. Customer hereby grants to NordLayer a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use (including but not limited to reproduce, modify, and make available online) Customer's name, primary logo, or other trademarks solely for the purpose of identifying you as our Customer, with or without your testimonials and without any other restrictions. Rights granted in the previous sentence include but are not limited to our right to include you in any case study and/or customer list on our website, application, or otherwise. This information shall not be deemed Confidential Information.

3.5. Feedback. You hereby grant us a perpetual, irrevocable, worldwide license to use any Feedback you communicate to us during the Subscription Period, without compensation, without any obligation to report on such use, and without any other restriction. "Feedback" refers to any suggestion, comment, recommendation, or idea arising out or in connection with the performance of these Terms, including without limitation all intellectual property rights in any such suggestion, comment, recommendation, or idea.

4. Third Parties

4.1. Third-Party Requests. Customer acknowledges and agrees that it is responsible for responding to a request from a third party for records relating to Customer's or an end user's use of the Services (including but not limited to criminal or civil subpoenas or other legal process requesting Customer or end user information) ("**Third-Party Request**"). If NordLayer receives a Third-Party Request, NordLayer will, to the extent allowed by law and by terms of the Third-Party Request, direct the third party to Customer to pursue the Third-Party Request. NordLayer retains the right to respond to Third-Party Requests for Customer information where NordLayer determines, in its sole discretion, that it is required by law to comply with such a Third-Party Request.

4.2. Third-Party Integrations. The Services may allow you to access third-party services. You acknowledge and agree that if you access or otherwise interact with third-party services (such as Single Sign-On (SSO) and/or other integrations), you do so at your own risk. NordLayer does not license any intellectual property to you as part of any third-party integrations. You agree to assume all risk and liability arising from your use of these third-party services and that NordLayer is not responsible for any issues arising from your use of them. NordLayer is not responsible or liable to you or others for information or services provided by third-party services. You are responsible for complying with all terms, conditions, and policies imposed by the third-party service provider. Any third-party service terms do not modify these Terms. We cannot guarantee the continued availability of integrations of third-party services with the Services and may cease providing integration with a third-party service without entitling you to any refund, credit, or other compensation, if, for example, and without limitation, the provider of a third-party service ceases to make the third-party service available for integration with the Services in a manner acceptable to us.

4.3. Purchase Through Authorized Partners. Customers may purchase the Services through authorized partners, such as distributors, MSPs, or resellers ("**Authorized Partner**"). If a Customer purchased the Services through an Authorized Partner, then (a) payment obligations

related thereto shall be between the Customer and the Authorized Partner and not NordLayer, (b) Customer will have no direct payment obligations to NordLayer, (c) Customer's use of the Services is subject to these Terms. NordLayer may terminate these Terms (including the Customer's right to use the Services) if: (1) the Customer breaches any of its payment obligations to the Authorized Partner relating to these Terms, (2) NordLayer does not receive payment for Customer's use of the Services from the Authorized Partner, and/or (3) in other cases established in these Terms. Any terms agreed between Customer and the Authorized Partner that are in addition to or inconsistent with these Terms are solely between Customer and the Authorized Partner. No agreement between Customer and an Authorized Partner is binding on NordLayer, nor will it have any force or effect with respect to the use of the Services.

4.4. Third-Party Services. Customer acknowledges and agrees that NordLayer uses third-party service providers (including but not limited to server providers) to provide the Services and will not be held liable for third-party service providers' actions or inaction beyond reasonable NordLayer control.

5. Payment Terms

5.1. TIMELY PAYMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER AND ITS END USERS MAY LOSE ACCESS TO THE SERVICES WITH IMMEDIATE EFFECT IN THE EVENT THAT CUSTOMER FAILS TO PROVIDE TIMELY PAYMENT.

5.2. Payment Term. All our paid Services are subscribed on a service period basis. Customer chooses the service period and the payment method when signing up for the Services. In case it is technologically available depending on the selected payment method, subscription to the Services and, therefore, payments will be recurring, meaning that your chosen payment method will be charged at the beginning of each new Subscription Period, repeating the length of the previous service period, unless you decide to cancel your subscription for the Services. By submitting your payment details to make a purchase of the Services, you express your consent for the automatic renewal of the Services. Fees are non-refundable except as required by law or as otherwise specifically permitted in these Terms.

5.3. Taxes. Any fees charged by us are exclusive of taxes. We may calculate and add any taxes and/or additional fees, including, but not limited to, sales tax, value-added tax, and other taxes or fees under laws applicable to you. Such taxes and fees will be calculated according to the billing information provided by you to NordLayer at the time of purchase. You are responsible for ensuring that the billing and tax information you provide is accurate and up-to-date. If we determine that the tax information you provided is incorrect, we reserve the right to charge you for any unpaid or missing taxes resulting from the inaccuracy. If you fail to remit payment for the outstanding taxes within the specified timeframe, we may suspend your account in accordance with Clause 5.1 above.

Each party shall be responsible for paying all local, state, federal, or foreign taxes, duties, or levies due in relation to amounts collected by it. All payments to be made under these Terms shall be free and clear of any and all taxes, levies, duties, imports, fees, or other charges. Where any sum due to be paid hereunder is subject to any withholding tax, Customer may be entitled to deduct it from the amount payable to NordLayer under the condition that it duly provides NordLayer with the proper required certificate and shall take all other actions to enable NordLayer to take advantage of any applicable double taxation agreement or treaty.

5.4. Payments by Third Parties. All fees for the Services rendered under these Terms must be paid directly by the Customer. Third-party payments will not be accepted without the prior written approval of NordLayer.

5.5. Recurring Payments. When you purchase the Services on a subscription basis (e.g., monthly, annually, or otherwise), you agree that (i) the Services will auto-renew until you cancel them, (ii) you are authorizing recurring payments, (iii) payments will be made to NordLayer by the method and at the recurring intervals you have agreed to, (iv) you will be charged, and you will have an obligation to pay the then-current price of the Services valid at the time of your renewal unless agreed otherwise in writing.

5.6. Free Trials. In some cases, we or others on our behalf may offer a free trial for our paid Services prior to charging your payment method for internal testing and evaluation purposes ("Free Trial"). We determine your Free Trial eligibility at our sole discretion, and to the extent permitted under applicable law, we may limit or withdraw the Free Trial option at any time without notice. Free Trial is granted for a limited period as specified in our communication. Free Trial is provided "as is" and is not covered under NordLayer's warranties or indemnities.

5.7. Changes in Fees. We may change the price of our Services from time to time and add new fees and charges for certain features or to reflect a change in business or legal rules, but we will provide you with advance notice of changes in recurring subscription fees. Any charge increase for the same Service would not apply until the expiration of your then-current billing cycle unless otherwise specifically provided in our notice to you and would become effective no sooner than the next time you would be charged for that Service. If you do not agree with the new price or other applicable charges, you may elect not to renew your Service subscription before the price change goes into effect, such cancellation becoming effective at the expiration of your then-current Subscription Period.

5.8. Service Plan Modifications. If the Customer opts to modify the Services plan or add additional subscriptions during the Subscription Period, such modifications or additions shall be purchased on a prorated basis for the remainder of the Subscription Period. Upon renewal of the Subscription Period, the Customer shall be invoiced in accordance with the prevailing terms and pricing applicable at the time of renewal.

5.9. Transition to Standard Pricing. The initial Subscription Period may be offered at a discounted introductory price. After the first period, your Services subscription will be renewed automatically, and you will be charged then-current price valid at the time of your renewal unless otherwise agreed in writing.

6. Refunds

6.1. Refund Policy. NordLayer values its customers' satisfaction. While we understand that there may be circumstances under which you may feel compelled to request a refund, we seek customers' full satisfaction with our Services and we would like to troubleshoot an issue that you experience first. Many service issues, such as configuration problems, can be quickly addressed by our customer support team, ensuring your optimal use of our services. If you're still dissatisfied, this refund procedure outlines our commitment to clarity and fairness while protecting our business interests.

6.2. Eligibility for a Refund. Customer is eligible to claim a refund under the following conditions:

- (1) A refund request is made within 14 (fourteen) calendar days of your initial purchase date for our Services. Initial purchase means the first-time purchase and the earliest created order for a Customer;
- (2) Refunds will not be provided for any additional services, features, add-ons, or renewals purchased during the Subscription Period.

6.3. Refund Process. To request a refund, please follow these steps:

- (1) Send an email to support@nordlayer.com
- (2) Provide your refund request and a detailed reason for the refund.

Our team will review your request and respond with instructions on how to proceed. Refunds will be processed back to the original method of payment, subject to any currency exchange fluctuations, fees, or deductions as required by the payment provider, all of which shall be borne by the Customer.

6.4. Exceptions to Refunds. Refunds shall not be provided in the following situations:

- (1) If your account was suspended or terminated due to a violation of our Terms;
- (2) For payments made using cryptocurrency, prepaid cards, or gift cards;
- (3) For the Services purchased through Authorized Partners. NordLayer is not responsible for and does not control the refund policies of Authorized Partners. Any refund requests for such purchases should be directed to the Authorized Partner from which the service was purchased in accordance with their refund policies;
- (4) If a refund was already issued for the Customer. In such case, any subsequent purchases of the Services shall not be eligible for another refund.

7. Term

7.1. Term. These Terms shall be effective upon the date they are accepted by the Customer and, if the Service period was not renewed, until the end of the subscription period chosen by the Customer upon registration ("**Subscription Period**"), unless and until terminated in accordance with these Terms. If you select a monthly Subscription Period, each "month" shall be deemed to consist of thirty (30) calendar days. If you select an annual Subscription Period, each "year" shall be deemed to consist of three hundred sixty-five (365) calendar days.

7.2. Automatic Renewals. Following the initial Subscription Period, the subscription to the Services will automatically renew either (a) repeating the length of the previous Subscription Period, or (b) in our absolute discretion, for a shorter term than the previous Subscription Period. Automatic renewal may be disabled in accordance with the procedure set out in Clause 8.2. below. If you do not cancel the subscription in due course, your Services will be renewed for the upcoming Subscription Period, and, depending on your payment method, your chosen payment method may be charged, and you will have an obligation to pay the then-current renewal price. If we decide that your subsequent Subscription Period should be shorter than the initial Subscription Period, we will provide you with advance notice of such change; if you do not agree with such change, you may elect not to renew your Service subscription before the Subscription Period change goes into effect, such cancellation becoming effective at the expiration of your then-current Subscription Period.

8. Termination and Suspension

8.1. Suspension and Termination by NordLayer. We may suspend (for clarification, investigation, or when requesting you to explain your actions) or terminate your account and/or the Services if (i) the Customer fails to pay any amounts due, or (ii) you engage or we reasonably suspect you engaging in any restricted uses listed in Section 2, or (iii) you fail to comply with applicable sanctions, or breach any relevant laws and regulations, or we reasonably suspect you do so, or (iv) it is required to do so by law or competent authority (e.g., where the provision of the Services becomes unlawful in the country where your company is incorporated or operates), or (v) the Customer or its end users conduct criminal or illegal activities when using the Services, if reasonably suspected by NordLayer, or (vi) NordLayer determines in its absolute discretion that the provision of the Services to Customer is not in the best interests of NordLayer. If NordLayer terminates these Terms and suspends the Customer's access to the Services under the circumstances outlined in point (vi) of this paragraph, the Customer will receive a prorated refund of the Service subscription fees for the remaining subscription period, and the Customer will be released from any further payment obligations. The Customer acknowledges that this refund is their sole remedy in the event of termination under point (vi), and all other liability of NordLayer is expressly disclaimed.

We may offer you a reasonable opportunity to resolve the issue before suspending or terminating your account and/or the Services. If your account is suspended, you must contact us for further details. While we may suspend your account for a reasonable period before permanently terminating it, we are not obligated to do so.

Usually, we will send you prior notice before suspending or terminating your account and/or the Services. However, under limited circumstances, we may be unable to send a notice to you prior to terminating your access to our Services if: (i) you engage in any restricted uses listed in Section 2 or any applicable laws in such a way as to immediately and seriously endanger us and/or any other third party or cause disruption to our Services; (ii) we are unable to send you notice because you have not provided or correctly updated your contact details; (iii) we are unable to notify you due to applicable legal requirements and/or orders of the authorities.

8.2. Cancellation by the Customer. You have a right to cancel your subscription (i.e., turn off automatic renewals for the upcoming Subscription Period) at any time. You can do so via the NordLayer Control Panel in accordance with the following instructions: <https://help.nordlayer.com/docs/how-to-cancel-nordlayer-subscription>. The cancellation of a subscription will go into effect at the end of your current billing cycle, and you will continue to have access to the Services through the end of your current Subscription Period. If you cancel your subscription, you will not receive a refund, prorated or otherwise, for the unused part of the ongoing Service period. If you purchased your Service subscription through an Authorized Partner, please refer to the policies of such Authorized Partner.

8.3. Termination by Either Party. Either party may terminate these Terms if: (a) the other party is in material breach of Terms and fails to cure that breach within thirty (30) days after receipt of written notice (except where otherwise indicated in these Terms); or (b) the other party ceases its business operations or becomes subject to insolvency, bankruptcy, winding-up or similar proceedings and the proceedings are not dismissed within ninety (90) days.

8.4. Effects of Termination. After termination of these Terms for any reason whatsoever and without prejudice to any other applicable provisions set forth in these Terms: (a) except as set

forth in this Section, the rights and licenses granted by NordLayer to Customer will cease immediately; (b) following termination of Terms NordLayer shall delete or otherwise make unrecoverable and (or) anonymized any end user accounts and other data relating to Customer's account in a commercially reasonable period, except for copies as authorized under these Terms, or as required to be retained in accordance with applicable law; (c) all provisions of these Terms which by their nature are intended to continue in effect after the expiration or termination and all rights and remedies of the parties that accrued up to the termination date or by virtue of the termination or expiration will survive the termination date.

9. Confidentiality

9.1. Definition. Confidential Information shall mean and include all data and information disclosed by a party to the other party during the Subscription Period and (or) pre-contractual relationship (whether written or oral, regardless of the way in which it has been provided), information designated as confidential by either party and all other information which relates to the business, affairs, customers, products, development, know-how, trade secrets, audit materials and personnel of either party ("**Confidential Information**").

9.2. Confidentiality Obligations. The receiving party shall: (a) keep Confidential Information in strict confidence; (b) not disclose any of the Confidential Information in any manner to any third party; (c) use Confidential Information solely for the purposes established in these Terms, Data Processing Agreement and/or Privacy Policy ("**Purpose**"); (d) adopt the measures necessary to protect Confidential Information received from the disclosing party against disclosure, which shall represent at least the same degree of care as used to protect its own confidential information; (e) communicate and allow access to Confidential Information solely to advisors and members of governing bodies, directors, officers, members, employees, agents, managers, service providers, partners, affiliates, consultants, and individuals seconded to work, required to carry out the Purpose and subject to confidentiality obligations; each party shall be responsible for any breach of the confidentiality obligations by the individuals or legal entities to whom it has communicated the Confidential Information; (f) make no copies of any Confidential Information or alter, modify or in any other way change it without the disclosing party's prior consent, unless to the extent necessary for the Purpose; (g) not assert any claim of title or ownership to the Confidential Information or any portion thereof.

9.3. Confidentiality Exclusions. The confidentiality obligations shall not apply to that information which: (a) is or becomes publicly available other than as a result of a breach of Terms by the receiving party; (b) is already in the receiving party's lawful possession prior to disclosure by the disclosing party or is independently derived by the receiving party without the aid, application or use of the Confidential Information or other than by breach of these confidentiality obligations; (c) is lawfully disclosed to the receiving party by a third party on a non-confidential basis; or (d) is necessary to allow a party to comply with applicable law, decision by a court or requests from government agencies or third parties, that such party determines require disclosure, but only after first notifying the other party of the required disclosure, unless such notification is prohibited.

10. Disclaimers

10.1. DISCLAIMER OF WARRANTIES. THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS". TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE,

INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, WE NEITHER WARRANT NOR REPRESENT THAT THE SERVICES WILL MEET ALL REQUIREMENTS OF CUSTOMER OR ANY END USER, THAT THE OPERATION OF THE SOFTWARE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS IN THE SOFTWARE AND THE SERVICES WILL BE CORRECTED.

10.2. DISCLAIMER OF CONTROL. YOU ACKNOWLEDGE THAT WE DO NOT HAVE CONTROL OVER YOUR USE OF THE SERVICES. CUSTOMER IS RESPONSIBLE FOR USING THE SERVICES OR SOFTWARE IN ACCORDANCE WITH THESE TERMS AND APPLICABLE LAWS.

10.3. PROHIBITED USE. THE USE OF OUR SERVICES AND APPLICATIONS ON JAILBROKEN OR ROOTED DEVICES IS STRICTLY PROHIBITED. WE DO NOT SUPPORT AND EXPLICITLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY ISSUES ARISING FROM OR RELATED TO THE USE OF OUR SERVICES ON SUCH DEVICES.

11. Limitation of Liability

11.1. Risk Notice. There are inherent risks in relying upon, using, transmitting, or retrieving any data and (or) content on the internet, and we urge you to ensure you understand these risks before using the Services.

11.2. LIMITATION ON INDIRECT LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER NORDLAYER NOR ITS AFFILIATES, SUPPLIERS, AND AUTHORIZED PARTNERS WILL BE LIABLE UNDER THESE TERMS FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE); OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11.3. LIMITATION ON AMOUNT OF LIABILITY. NORDLAYER'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO NORDLAYER UNDER THESE TERMS DURING THE TWELVE-MONTH PERIOD PRECEDING THE INITIATION OF ANY CLAIM FOR DAMAGES (OR UP TO USD\$50 IF THE SERVICES ARE FREE). THESE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF THIS REMEDY DOESN'T FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE OR IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY TO ANYTHING OR ANY CLAIMS RELATED TO THESE TERMS, THE SERVICES, OR THE SOFTWARE RELATED TO THE SERVICES.

12. Indemnification

12.1. By Customer. Customer will indemnify and hold NordLayer harmless from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising

out of any third-party claim, judgment or proceeding against NordLayer and its affiliates resulting from or related to Customer's or Customer's end users' use of the Services in violation of these Terms.

12.2. By NordLayer. NordLayer will indemnify and hold Customer harmless from and against all liabilities, damages, and costs arising out of any claim, judgment, or proceeding against Customer resulting from or related to an allegation that NordLayer's technology used to provide the Services to Customer infringes or misappropriates any copyright, trade secret, patent, or trademark right of a third party. In no event will NordLayer have any obligations or liability under this section arising from the use of any Services in a modified form or in combination with materials or services not furnished by NordLayer. NordLayer liabilities, damages, and costs under this provision are limited to the same amount as foreseen under Clause 11.3.

12.3. Indemnification Procedure. The indemnified party will promptly notify the indemnifying party of all claims of which it becomes aware and will: (a) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all claims and (b) be entitled to participate at its own expense in the defense of all claims. The indemnified party agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all claims provided. The indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party, without the indemnified party's prior written consent. THE INDEMNITIES ABOVE ARE CUSTOMER'S ONLY REMEDY UNDER THESE TERMS FOR A CLAIM OF A VIOLATION BY NORDLAYER OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

13. General Terms

13.1 Governing Law and Dispute Resolution. The parties shall endeavor in good faith to resolve any dispute, claim, controversy, or disagreement relating to or arising out of these Terms, or the subject matter of these Terms ("**Dispute**"), by negotiation. Any Dispute that remains unresolved 30 (thirty) days after either party gives written notice of the existence of such Dispute may be referred for final resolution by the competent courts of England and Wales in London, United Kingdom. The proceedings shall be held in English language. The parties agree that these Terms will be governed by the laws of England and Wales.

13.2 Class Action Waiver. Where permitted under the applicable law, class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in such representative capacity are not allowed. Unless both Customer and NordLayer agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

13.3. Modifications to the Terms. NordLayer may revise these Terms from time to time without any liability and the most recent version will always be posted on NordLayer Website. The amendment of Terms may be communicated to you by sending an email or by publishing the updated Terms on the NordLayer Website. Revised Terms will not be applied retroactively and, if not stated otherwise, will become effective from the day they are updated. Customer's continued use of the Services after the effectiveness of any update will be deemed to represent Customer's consent to be bound by, and agreement with, the amended Terms.

13.4. Modifications to the Services. We reserve the right to modify or update the operation of the Services at our sole discretion, at any time, for any reason, and without notice or liability. Periodic updates may be necessary to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. NordLayer isn't obligated to make any updates available and we don't guarantee that we will support the version of the system or device for which you purchased the Services. Additionally, there may be times when we need to remove or change features or functionality of the Services or suspend providing a Service or access to third-party applications/services and the Services altogether. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

13.5. Notices. Any notice required or permitted to be given hereunder shall be given in writing by personal delivery, email, or world-recognized courier delivery. Notices to Customers may also be sent to the applicable organization owner's email address and are deemed given when sent. Notices to NordLayer, in any case, must also be sent to support@nordlayer.com and are deemed given the next business day from such notification.

13.6. System Requirements. Use of the Services by the Customer may require certain system requirements as may be described in the NordLayer documentation, which are subject to change at the sole discretion of NordLayer. The specification of system requirements does not form part of NordLayer's obligations under this Agreement. Customer shall be solely responsible for obtaining any and all compatible systems required to operate or use the Services. NordLayer is not responsible for problems, conditions, delays, failures, and other loss or damages arising from Customer not complying with the system requirements and/or related to Customer's network connections and telecommunication links or caused by the Internet.

13.7. Communication. When communicating with our customer support or other representatives or employees, you agree to be respectful and kind. If we, at our reasonable discretion, feel that your behavior towards any of our representatives or employees is threatening or offensive at any time, we reserve the right to immediately terminate your account.

13.8. Acknowledgement. Customer agrees that the exclusions and limitations specified in these Terms apply even if the remedies are insufficient to cover all of Customer's losses or damages or fail of their essential purpose and that without these limitations, the fees for the Services would be significantly higher. Except with respect to infringement or misappropriation by either party of any of the other party's intellectual property rights, neither party may commence any action or proceeding under these Terms more than two years after the occurrence of the applicable cause of action.

13.9. Data Protection. Customer is responsible for obtaining any consents in accordance with applicable data protection laws from its end users and (or) providing all necessary information to its end users relating to the processing of their personal data. If the provision of the Services to Customer is subject to the EU General Data Protection Regulation (2016/679), the UK GDPR and/or CCPA, NordLayer [Data Processing Agreement](#), as published on our Website, forms part of these Terms between NordLayer and Customer. Our [Privacy Policy](#) is published on our Website <https://nordlayer.com> ("Website"). By using the Services, the Customers acknowledge, represent, and warrant that they read and understood the Privacy Policy.

13.10. Entire Agreement. These Terms constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and supersede all previous

communications, representations, understandings, arrangements, and agreements, either oral or written, between the parties with respect to the subject matter thereof. All documents referenced in or attached to these Terms are hereby incorporated herein by reference and shall form an integral part of these Terms.

13.11. Independent Contractors. Nothing in these Terms shall be considered as grounds for partnership, agency, distribution, joint venture, or similar relationship between you and NordLayer.

13.12. Assignment. Neither party shall assign these Terms or any right or interest under these Terms nor delegate any obligation to be performed under these Terms without the other party's prior written consent. NordLayer may assign its rights and obligations under these Terms without the Customer's consent, provided that prior notice is given: (1) to an affiliate at any time, or (2) to a designated third party solely in connection with a corporate reorganization, merger, acquisition, or the sale or transfer of all or substantially all of its assets.

13.13. Force Majeure. If either party is prevented from performing any portion of these Terms (except for payment obligations) by causes beyond its reasonable control, including, without limitation, failures of telecommunication or internet service providers, labor disputes, civil commotion, war, governmental regulations, or controls, casualty, inability to obtain materials or services or acts of God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.

13.14. Waiver. The failure by either party to exercise or the delay in exercising any right or remedy provided by these Terms or by applicable law shall not constitute or be construed as a waiver of that right or remedy, a waiver of any other right or remedy, or in any way affect the validity of these Terms.

13.15. Severability. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

14. Contacts Regarding NordLayer Services.

14.1. For Users

NordLayer has designated a single point of contact (please direct requests to dsa@nordlayer.com) for NordLayer users for the purposes of the Digital Services Act ("DSA").

14.2. For Authorities

NordLayer has designated a single point of contact (please direct requests to dsa@nordlayer.com) for EU Member States' authorities to contact us in relation to NordLayer for the purposes of the DSA.

Please ensure all requests meet the requirements of the DSA and are made in English (or, at a minimum, an English translation is provided).

If you have other questions or concerns regarding these Terms please contact us at support@nordlayer.com