



Terms of Service

Last updated: November 6, 2024

Description of Platform & Services

- These General Terms of Service ("Terms") cover your use of and access to the Services (defined below) provided by InnoLaw Group, PLLC ("ILG," "us," "we," "our"). All references to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Services or any entity on whose behalf the Services are being used by that person.
- "Platform" means the online resources provided by ILG that are referred to as "Launchpad" (an interactive set of questions) and "Lumi" (an AI tool designed to answer CLM related questions).
- "Services" means the services and Platform provided by ILG, as described in detail at <https://innolawgroup.com/pricing/>.
- By using or agreeing to use the Platform, you agree to these Terms.

Payment & Pricing

- Payment is due in advance.
- If any fee is not paid in a timely manner, or your transaction cannot be processed, we reserve the right to terminate your subscription. You will be responsible for paying all past due amounts.
- Please visit our [Pricing](#) page for additional details on our available pricing. We reserve the right to change our pricing, effective prospectively for the next billing cycle after notification of changed pricing.

Customer Satisfaction

- If there is a problem with the Services, please contact us immediately by email at launchpad@innolawgroup.com with all relevant details so that we can help you resolve the issue.

Use of AI

- Lumi leverages an AI language model and is intended to provide general information. This model prioritizes ILG custom content, but there still may be errors or inaccuracies.
 - You may provide input to Lumi ("Input") and receive output from based on the Input ("Output"). We call Input and Output together "Customer Content." As between you and ILG, and to the extent permitted by applicable law, you retain all ownership rights in Input. As between you and ILG, ILG owns all Output, which is licensed to you pursuant to the license in the Proprietary Rights and Limited License Section below.
 - You are responsible for all Input and represent and warrant that you have all rights, licenses, and permissions required to provide Input to the Services. You are solely
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responsible for all use of the Outputs and evaluating the Output for accuracy and appropriateness for your use case, including by utilizing human review as appropriate.

**Term, Renewals
and Termination**

- Duration. The agreement between you and ILG reflected by these Terms is effective when you access the Platform and remains in effect until either you or we terminate the agreement in accordance with these Terms.
- Renewals. Subscriptions automatically renew. To cancel contact us at launchpad@innolawgroup.com before the renewal date of your subscription. ILG will send notice of upcoming automatic renewal prior to renewing your subscription as required by law. We reserve the right to change the terms of your subscription from time to time. If you do not wish to accept a fee or price change, you may cancel your subscription in accordance with these Terms.
- Termination by ILG. At any time, with or without notice, for any or no reason, ILG reserves the right to modify or discontinue any portion or all of the Services, and to restrict, suspend, and terminate your accounts.
- Termination or Cancellation by You. When you cancel a subscription, you cancel only future charges. You may initiate your cancellation at any time, but the termination will become effective at the end of your current subscription period. You can cancel your subscription at any time up to 24 hours before the end of the current billing period by sending a written notice of cancellation via e-mail to launchpad@innolawgroup.com.
- Effect of Termination. After the date of termination, ILG will no longer have any obligation to provide the Services and you will no longer have any right to access the Services. The remainder of the terms of this agreement will survive termination.

**Use of Customer
Data**

- ILG will use your data in accordance with these Terms and the Launchpad [Privacy Policy](#).

**Confidentiality &
Publicity**

- “Confidential Information” means any business, technical or financial information, materials, or other subject matter disclosed by one party (“Discloser”) to the other party (“Recipient”) that is identified as confidential at the time of disclosure or should be reasonably understood by Recipient to be confidential under the circumstances.
- Recipient will: (a) only use Discloser's Confidential Information to exercise its rights and fulfill its obligations under this Agreement, (b) take reasonable measures to protect the Confidential Information, and (c) not disclose the Confidential Information to any third party except as expressly permitted in this Agreement.
- The obligations with respect to Confidential Information do not apply to any information that (a) is or becomes generally available to the public through no fault of Recipient, (b) was in Recipient's possession or known by it prior to receipt from Discloser, (c) was rightfully disclosed to Recipient without restriction by a third party, or (d) was independently developed without use of Discloser's Confidential Information. Recipient may disclose Confidential Information only to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those of this Agreement. Recipient will be responsible for any breach of this Section by its employees, contractors, and

agents. Recipient may disclose Confidential Information to the extent required by law, provided that Recipient uses reasonable efforts to notify Discloser in advance.

- ILG is authorized to list the entity you represent as a customer on its website or other marketing materials, without reference to the details of the Services.

Proprietary
Rights & Limited
License

- Each party will own and retain all rights to its pre-existing IP and any IP developed outside of the Services performed under this Agreement.
- ILG retains all rights, titles and interests in and to its products and Services, including, all related intellectual property and other proprietary rights. Except as otherwise provided in these Terms, you may not, and may not permit others to:
 - reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our products and Services (other than documents you create through your membership, which you may use for your own personal use);
 - sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or edit any of our products and Services; or
 - circumvent or disable any security or technological features of our products and Services.
- The design, text, graphics and selection and arrangement of our Services and the legal forms, documents, guidance and all other content found on our Service ("Service Content") are copyright © InnoLaw Group, PLLC. All rights reserved.
- All ILG product or Service names, logos or slogans displayed on our Services are trademarks of InnoLaw Group, PLLC. You may not copy, imitate or use them, in whole or in part, without our prior written consent. Nothing in these Terms or the Services should be understood as granting any license or right to use any of ILG's or any third party's trademarks displayed on our Services.
- Subject to your compliance with these Terms and for so long as you are entitled to access the Services, you are hereby granted a non-exclusive, limited, non-transferable, revocable license to access and use the Platform and Services as we intend them to be used for your internal business purposes.
- As a registered ILG user, you are the owner of and are fully authorized to keep, for your own personal records, electronic or physical copies of documents you have created on ILG.
- Any resale or redistribution of our materials requires the express written consent of ILG. Any rights not expressly granted in these Terms are reserved by ILG.
- If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation or compensation to you.
- You acknowledge and agree that ILG is authorized to collect and use aggregated or anonymized information from or about you and other users and user-created documents for the purposes of researching, developing, improving and marketing its Services.
- You acknowledge that the Platform has been developed, compiled, prepared, revised, selected, and arranged by ILG and others through the application of methods and

standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of ILG and such others.

- You may not hack, "scrape" or "crawl" our Services, whether directly or through intermediaries without express written permission from ILG.

E-Mail Consent

- By creating an account, you agree that you may receive communications from ILG, such as newsletters, special offers, and account reminders and updates. You also understand that you can remove yourself from promotional communications by clicking the "Unsubscribe" link in the footer of the actual email. You cannot opt out of essential communications regarding your account, such as renewal notices.

Not Legal Advice

- No part of the Services constitutes or includes legal advice.
- Your use of the Services does not create an attorney-client relationship between you and ILG, or between you and any ILG employee or representative.

Disclaimer of Representations, Warranty and Limitation of Liability

- The information, software, products, and Services made available through ILG may include inaccuracies or typographical errors. ILG reserves the right at any time to modify, improve, suspend or deprecate certain features of our Services.
- TO THE FULLEST EXTENT PERMITTED BY LAW, THE PLATFORM, SERVICES AND CONTENT ARE PROVIDED BY ILG (AND ITS LICENSORS, CONSULTANTS AND SUPPLIERS) ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ILG, ITS AFFILIATES, SUPPLIERS, CONSULTANTS OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT ILG HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, CONSULTANTS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE, EXCEED ANY AMOUNT, IN THE AGGREGATE, HIGHER THAN THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO ILG IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM.

Release & Indemnity

- By using our Services, you, on behalf of yourself and your heirs, executors, agents, representatives, and assigns, fully release, forever discharge, and hold ILG, its partners and its affiliates, and its and their respective officers, employees, directors and agents, harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, and actions of any kind and injury (including death) arising out of or relating to your use of the Services. You agree that this release has been freely and voluntarily consented to and you confirm that you fully understand what you are agreeing to.
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- You agree to indemnify and hold ILG, its partners (including any third-party companies engaged by ILG to fulfill business formation, registered agent or other business filing orders), your Program Sponsor (if applicable) and its affiliates, and its and their respective officers, employees, directors and agent harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of any third party claims relating to your use of the Services, your violation of these Terms or your violation of any rights of another.
- ILG reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with ILG in the defense of such matter.

Statute of Limitations

- You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Venue & Governing Law

- You and ILG hereby submit to the personal and exclusive jurisdiction of any venue in the federal and state courts located in the state of Washington, U.S.A. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.
- These Terms and the relationship between you and ILG are governed by the law of the state of Washington, U.S.A., unless preempted by U.S. federal law, without regard to conflict of law rules.

Entire Agreement

- These Terms constitute the entire agreement between you and ILG with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

Waiver, Severability & Assignment

- ILG's failure to enforce a provision is not a waiver of its right to exercise or enforce the Terms as to the same or another instance later.
- You may not assign any of your rights under these Terms, and any such attempt will be void. ILG may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services, with or without notice to you.

Modifications

- We may revise these Terms from time to time, and will always post the most current version on our website. By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

Notice

- ILG may give notice by any means of communication reasonably anticipated to notify you of the information provided. It is your obligation to update your Account information so that we may contact you as may be necessary. Electronic notice shall be deemed to have been received 48 hours after dispatch.
 - You may give notice to ILG (such notice shall be deemed given when received by ILG) at any time by contacting us in writing through launchpad@innolawgroup.com.
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