

TERMS AND CONDITIONS OF THE WEB APP TIMELINE MATTERS

(“Terms”)

Last updated: 1st March 2021

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEB APP TIMELINE MATTERS. WE HAVE CREATED THIS TERMS TO EXPLAIN WHAT YOU CAN (AND CANNOT) DO WITH THIS WEB APP. THESE TERMS ARE BINDING ON YOU ONCE YOU DOWNLOAD, INSTALL OR USE (WHICHEVER IS SOONER) TIMELINE MATTERS. IF YOU DO NOT AGREE TO IT, YOU ARE NOT PERMITTED TO DOWNLOAD, INSTALL OR USE TIMELINE MATTERS.

THE QUICK SUMMARY ON THE RIGHT IS THERE FOR QUICKER GUIDANCE THROUGH THE TERMS AND TO HELP YOU UNDERSTAND THE TERMS IF YOU ARE NOT FAMILIAR WITH LEGAL-SPEAK. HOWEVER, THE FULL TEXT ON THE LEFT IS LEGALLY BINDING.

Introductory basics:

1. This is a legal agreement between you, dear user, and us, Strater, regarding the web app Timeline Matters (“**Timeline Matters**”).
2. We grant you the right to use Timeline Matters which is our creation and remains our intellectual property.
3. In these Terms there are things we ask you not to do with Timeline Matters. There is also some obligatory legal stuff like disclaimers, dispute resolution etc., but we try to be as fair as we can.
4. We are taking your privacy seriously and want to provide you with full disclosure about what personal data we do (or do not) collect and what we use it for, so please check out our [Privacy Policy](#).
5. We may update these Terms in the future, and when we do, we will post an updated version online.

FULL TEXT

The following Terms will set the rules of Timeline Matters, which is a web app, which integrates with Clio, and is intended for collaboration with clients through an automatically generated visual timeline, and help them understand the status of the case and the progress.

In these Terms, unless the context otherwise requires, all further references to You (and your, etc) means both you as an individual user and the organisation on whose behalf you are acting.

QUICK SUMMARY

This is a legally binding agreement for the use of Timeline Matters, which is a web app for visualisation of Clio Matters.

1. **WHO WE ARE AND HOW TO CONTACT US?**

BASIC INFO ABOUT US

1.1 We, STRATER, consultancy company, Ltd. (“we”, “us”, “our” or “Strater”), a company registered in Slovenia with business address Torkarjeva 9, SI-1000 Ljubljana, Slovenia are the creator and owner of Timeline Matters.

Hello, we are STRATER, consultancy company, Ltd., and we are the creator and owner of Timeline Matters. Feel free to contact us on email address info@strater.io if you have any questions.

1.2 To contact us, please send an email to info@strater.io.

2. **TERMS**

YOUR AGREEMENT WITH US

2.1 These Terms govern your access and use of Timeline Matters. By continuing to use in any way Timeline Matters, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use Timeline Matters. We recommend that you print a copy of these Terms for future reference.

By using Timeline Matters, you accept these Terms. If you do not agree to them, you should not use Timeline Matters. Sometimes we change the Terms. We recommend you check the Terms every time you use Timeline Matters. If the changes are significant, we will inform you. If you allow others (e.g. clients) to access Timeline Matters, you take the responsibility for their compliance with these Terms.

2.2 We amend these Terms from time to time to reflect changes in Timeline Matters. Every time you wish to use Timeline Matters, please check these Terms to ensure you understand the Terms that apply at that time. Your continued usage of Timeline Matters after any changes to these Terms will be deemed as acceptance of such changes. If we materially change these Terms, we will provide you with reasonable advance notice and the opportunity to review the changes and except them. If you do not agree to the new Terms, you should remove your content and stop using Timeline Matters.

2.3 You are also responsible for ensuring that all persons who access Timeline Matters through your internet connection are aware of these Terms, and that they (e.g. clients) comply with them.

3. **LICENCE**

HOW CAN YOU USE TIMELINE MATTERS?

3.1 Strater gives you a personal, limited, revocable, non-exclusive, non-transferable and non-assignable licence to display, view, download, install and use Timeline Matters. This licence is for your personal use only (and you cannot give, sell, lend, give, assign, sub-license or otherwise transfer it to someone else) and does not give you any ownership rights in Timeline Matters. *Timeline Matters is for your personal use only.*

4. **MINIMUM REQUIREMENTS**

WHAT DO YOU NEED TO USE TIMELINE MATTERS?

4.1 Timeline Matters requires a modern web browser ([What is a modern browser](#)) for its use. *You need a modern browser if you wish to use Timeline Matters.*

5. **CHANGES, PATCHES AND UPDATES**

HOW DO WE MAKE TIMELINE MATTERS BETTER?

5.1 We may (but are not obliged to) update and change Timeline Matters from time to time (for example to add or remove features, to resolve software bugs or to otherwise improve Timeline Matters). We will try to give you reasonable notice of any major changes. *Timeline Matters can be subject to changes. We will inform you on significant ones. Timeline Matters might not always be available or uninterrupted. We might restrict any part of it without any notice. Timeline Matters' content is intended as general information only.*

5.2 Timeline Matters is made available free of charge. We do not guarantee that Timeline Matters, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of it for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

5.3 All content on Timeline Matters is provided for general information only.

6. **OWNERSHIP AND INTELLECTUAL PROPERTY**

WHO IS THE OWNER OF TIMELINE MATTERS?

6.1 We are the owner or the licensee of all intellectual property rights in Timeline Matters, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of *Timeline Matters is owned/licensed by Strater. When You use the content, You are not allowed to modify it and you must acknowledge us as the authors.*

any page(s) of Timeline Matters for your personal use and you may draw the attention of others within your organisation or of your clients to content posted on Timeline Matters.

6.2 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

6.3 Our status (and that of any identified contributors) as the authors of content on Timeline Matters must always be acknowledged. You must not use any part of the content on Timeline Matters for commercial purposes without obtaining a licence to do so from us or our licensors.

6.4 If you print off, copy, or download any part of Timeline Matters in breach of these Terms your right to use Timeline Matters will cease immediately. Any use made of content may be an infringement of rights in that content and we reserve all rights to enforce such rights.

7. **DISCLAIMERS**

WHAT ARE WE RESPONSIBLE FOR?

7.1 Although we make reasonable efforts to update the information on Timeline Matters, we make no representations, warranties or guarantees, whether express or implied, that the content on Timeline Matters is accurate, complete, up-to-date or free from errors or omissions.

We try, but sometimes the content on Timeline Matters is not up-to-date, therefore we do not guarantee the correctness of the content. We cannot assure you that Timeline Matters is free of malicious malware. It is your responsibility to protect your devices. You are not allowed to in any way maliciously harm Timeline Matters. If you do so we will report you to the authorities and disclose your identity.

7.2 We do not guarantee that Timeline Matters will be secure or free from malicious malware. You are responsible for configuring your information technology, computer programmes and platform in order to access it. You should use your own virus protection software.

7.3 You must not misuse Timeline Matters by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Timeline Matters, the server on which Timeline Matters is stored, or any server, computer or database connected to Timeline Matters. If you breach this provision, we will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them.

8. **RESPONSIBILITY FOR LOSS OR DAMAGE**

WE WILL NOT COVER YOUR LOSS OR DAMAGE

8.1 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, or use of or reliance on any content displayed on Timeline Matters.

Our legal responsibility to you is limited to the maximum extent permitted by applicable law.

8.2 In particular, we will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

8.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

8.4 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL STRATER OR ITS AFFILIATES', PARTNERS' AND LICENSORS' TOTAL LIABILITY TO YOU IN CONNECTION WITH TIMELINE MATTERS OR THESE TERMS EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE ACTUALLY PAID US (IF ANY) IN CONNECTION WITH THE MATTERS

UNDERLYING ANY CLAIM(S). THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH THIS TERMS.

9. **TERMINATION**

YOU CAN LOSE ACCESS TO THE TIMELINE MATTERS

8.1 You agree that we may, in its sole discretion, at any time for any reason or no reason, terminate your access to Timeline Matters and any account(s) you may have in connection with it, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use Timeline Matters will immediately cease. We will inform you before termination of your access to or use of Timeline Matters, and we will in 5 days deactivate or delete the account, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that we, our affiliates and our respective employees, officers, directors, shareholders, affiliates, agents, representatives, suppliers or licensees shall not be liable to you or any third party for any termination of your access to Timeline Matter or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

You agree that we may terminate your access to Timeline Matters. Your access to the information could be lost.

9. **FORCE MAJEURE**

UNFORTUNATE AND UNEXPECTED EVENTS

9.1 Neither of us will be liable to the other regarding any performance, or non-performance, or delay, in whole or in part, due to Force Majeure.

Neither us or you will be held accountable in case of Force Majeure (unfortunate and unexpected) event.

9.2 **“Force Majeure”** means any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including strikes, lock-outs or other industrial disputes (other than any such dispute involving the workforce of the party so prevented), nuclear accident or acts of God, war or terrorist activity, riot, civil commotion,

malicious damage (excluding malicious damage involving the employees of the affected party or its subcontractors), compliance with any law or governmental order, rule, regulation or direction, industrial action by employees of any providers of electrical power, failure of technical facilities, hacking, denial of service or other IT attack, deployment of IT virus malware or similar technology, pandemics (e.g. COVID-19), fire, flood, or storm or default of suppliers or subcontractors.

10. **FINAL PROVISIONS**

LEGAL STUFF

9.1 **No harm.** You agree to use Timeline Matters in strict compliance with all applicable laws, rulings, these Terms and regulations and in a fashion that does not, in our sole judgment negatively reflect on our goodwill or reputation and you shall take no action which might cause us to be in breach of any laws, rulings or applicable regulations.

You agree that you will use Timeline Matters in compliance with all possible rules applicable to it. And will not take any action which might harm us. Legally, any questions/complaints or claims you have about these Terms fall under Slovenian law. In case of dispute of any kind you agree that the court of Slovenia will have exclusive jurisdiction.

9.2 **Governing law and jurisdiction.** These Terms, any contract that incorporates them, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their formation, are governed by the laws of Slovenia. You agree that the courts of Slovenia will have exclusive jurisdiction.

9.3 **Severability.** If any part of these Terms is found not to be legally enforceable, this will not affect any other part of it.

9.4 **No Third Parties.** These Terms govern our relationship with you (and vice versa). It does not create any rights for anyone else unless explicitly stated otherwise in these Terms.

9.5 **Transfer.** We can assign, subcontract or transfer these Terms to a third party or another member of our group if necessary for the support of Timeline Matters, as part of any reorganisation or merger or for

other business reasons. We will notify you if this happens.

9.6 **Delay.** No failure or delay by us or you to exercise any right or remedy provided under these Terms or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy, unless explicitly stated otherwise in these Terms. No single or partial exercise of such right or remedy by us or you will preclude or restrict the further exercise of that or any other right or remedy.

9.7 **Entire Agreement.** These Terms, together with the other documents referred to within it, constitutes the entire agreement between you and us regarding these Terms and supersedes any earlier oral or written agreements.

10. **CHANGES TO THESE TERMS**

WHAT IF THESE TERMS CHANGE?

10.1 **Changes.** We may change these Terms if we think it is necessary (e.g. for legal reasons or to reflect changes in Timeline Matters). If so, we will make the changed Terms available online and make reasonable efforts to tell you about it (e.g. by sending you a notice in Timeline Matters).

We may change these Terms. If we do, we will try to notify you.

10.2 **Binding Date.** Once we change the Terms, they will become legally binding on you immediately after we post it online. If you do not agree to those changes (regardless of whether you email us), then unfortunately we need to ask you to cease using Timeline Matters.

Important: Please remember that the full text version is what's legally binding – the quick summary on the right is just for quicker guidance through the Terms and/or to help you understand the legally binding version better.