

Terms & Conditions for reMarkable Connect for Business

Effective date: 24 June 2025

1 Overview

These terms and conditions (“**Terms**”) govern the relationship between reMarkable (“**reMarkable**”) and the Customer regarding reMarkable’s business subscription “**Connect for Business**” and Business accounts (“**Business Account**”) and apply to all customers (the “**Customer**”) signing up for Connect for Business and/or a Business Account via any of the following websites:

- www.remarkable.com
- www.business.remarkable.com
- www.support.remarkable.com/s/business
- www.my.remarkable.com

These Terms constitute a legally binding agreement between the Customer and reMarkable and govern the Customer’s access to and use of the Business Account and Connect for Business, and any functionality contained therein, (the “**Services**”) offered by reMarkable.

By signing up for the Services, the Customer accepts to be bound by these Terms and to abide by the regulations set out herein for all matters concerning or related to the Customer's use of the Services. The Customer warrants that the person signing up for the Services is a person with power and authority to bind the Customer.

The purchase of reMarkable hardware and accessories are subject to separate terms and conditions. Such hardware and accessories are further described on www.remarkable.com.

reMarkable and the Customer are separately referred to as a “**Party**” and collectively as the “**Parties**”.

2 Account registration and password

Upon registration for a Business Account, the Customer will be asked to create a username and password. To be able to register, the Customer must provide an accurate and valid company name and business registration number.

The Customer may have several users (“**Users**”), including Users with administrative privileges (“**Administrators**”), under its Business Account and may manage such Users, including the access each User has, as enabled in the Business Account. The Customer

warrants that each User is the Customer's employee and/or representative and the Customer shall remain fully liable for all its Users, including a User's breach of these Terms. The Customer will obtain and maintain from Users any consents necessary to allow Administrators to engage in the activities described in these Terms and to allow reMarkable to deliver the Services.

The Customer, including its Users, agrees to provide accurate, current, and complete information during the registration process and at all times when the Customer uses the Business Account, and to update such information if it changes. All Business Account registrations are subject to acceptance by reMarkable at its discretion. reMarkable reserves the right to suspend or terminate the Customer's Business Account if any information provided during the registration process or at other times proves to be inaccurate, not current, or incomplete.

The Customer, including its Users, is the only authorized user of the Business Account and, accordingly, the Customer must not disclose its username(s) and/or password(s) to anyone else. The Customer must contact reMarkable via the [Contact Form](#) immediately upon discovering any unauthorized use of the Business Account or error in the operation of its username(s) and/or password(s). Any breach of these Terms or any use of the Business Account by anyone to whom the Customer has disclosed its username and/or password to will be treated as if the breach or use had been carried out by the Customer, and will not relieve the Customer of its obligations to reMarkable.

3 License to use the Services

The Customer is hereby granted a limited, revocable, non-exclusive and non-transferable right to use the Services in accordance with, and during the term of, these Terms. The Services shall only be used for the Customer's internal business purposes, unless otherwise explicitly agreed in writing with reMarkable.

reMarkable provides the Services to the Customer entity registering for the Services as set out above. The Customer's Affiliates may use the Services under the Customer's Business Account, which means Customer's and its Affiliates' usage will occur under the same Business Account. The Customer will be responsible and liable for all acts and omissions of its Affiliates that access the Services in connection with these Terms. If the Customer's Affiliates' purchase and use of the Services is intended to be separate from Customer's, the Customer's Affiliate must register for a separate Business Account and execute a separate Order, cf. below.

4 Prohibited use of the services

The Customer shall not, and shall ensure that its Users do not:

1. use the Services in any way which violates any laws, infringes anyone's rights (including but not limited to intellectual property rights such as but not limited to copyright, design and patents);
2. allow minors to use the Services without consent from their parent or guardian;
3. offer for sale or lease, sell, resell or lease access to the Services in any way or manner unless approved in writing by reMarkable;
4. copy, reproduce, decompile, disassemble, reverse engineer, derive the source code of, decrypt, modify or create derivative works of the Services, accessories or any software or other component used therein (any attempt to act contrary to this point 4 is also prohibited);
5. use the Services in a way that damages or interferes with reMarkable's websites or the Services or any of its in features; or
6. otherwise be in breach of any acceptable use policies or guidelines that reMarkable may issue related to the Services from time to time.

reMarkable has no obligation to monitor the Customer's use of the Services to ensure compliance with the Terms or applicable law. However, reMarkable reserves the right to suspend and/or terminate the Customer's Business Account, including any of its Users, and/or access to the Services without warning if reMarkable reasonably suspects that there might be a breach of the Terms or applicable laws by the Customer.

Third-Party Services may be available through the Services, which the Customer may elect to use at its sole discretion. By accessing a Third-Party Service, Customer agrees to the applicable Third-Party Service Terms. Customer's access or use of Third-Party Services are governed by this Agreement and the relevant Third-Party Service Terms.

5 Customer Content

The Customer and its Users may submit, post, display and otherwise make available Customer Content through its use of the Services. Customer is responsible for all Customer Content and represents and warrants that it has all rights, licenses, and permissions required to provide Customer Content to the Services.

Unless otherwise set out in these Terms, reMarkable does not claim any ownership rights in the Customer Content. reMarkable shall have the right to display, process and otherwise

use the Customer Content as necessary to provide the Services, comply with applicable laws, enforce reMarkable policies and prevent abuse of the Services.

reMarkable shall have the right to collect and process aggregated data derived from the Customer's use of the Services solely for its legitimate business purposes, including for the purposes of security and analytics, product and services usage measurement, enhancement and development, and for other improvement, diagnostic and corrective purposes in relation to the Services. Such data processing shall be handled in compliance with applicable data protection and privacy laws.

6 Connect for Business fee and payment terms

Connect for Business subscription fee: The subscription fee (the “**Fee**”) and other applicable charges including taxes or transaction fees will be charged to the Customer’s payment method or invoiced as set out on reMarkable’s website, the receipt and/or in the Customer’s Business Account when purchasing the subscription (together referred to as the Customer’s “**Order**”). The Fees are non-refundable except as required by law or as otherwise specifically permitted in these Terms. If the Customer’s Order includes a minimum commitment, the minimum commitment amount is non-cancellable except as required by law or as otherwise specifically permitted under these Terms. reMarkable is not responsible for any fees that the Customer’s bank or payment provider may charge the Customer for the use of credit card or other payment methods.

Renewal: Whether the Connect for Business subscription auto renews, will be listed on the applicable Order. Notice of non-renewal or scope reduction must be given at least thirty (30) days before the start of the next Renewal Term. If Customer reduces its license count, quantity, or minimum commitment, reMarkable may adjust or remove discounts offered to Customer based on its prior purchase.

Payment: The Customer will pay the Fees in accordance with the selected payment method on the payment interval set forth in the Order. reMarkable may suspend or terminate the Business Account and the Connect for Business subscription if the Fees are past due. The Customer will provide complete and accurate billing and contact information to reMarkable.

Taxes: The Fees are exclusive of taxes, which reMarkable will charge as required by applicable law in connection with the Connect for Business subscription. reMarkable will use the Customer’s business registered address as the place of supply for tax purposes. All Fees under these Terms shall be paid in full, without any deduction or withholding for taxes, levies, duties, tariffs, or other charges of any nature imposed by any governmental

authority. If any such deduction or withholding is required by law, Customer shall increase the payment to reMarkable so that the net amount received equals the amount due.

Disputes: To dispute an invoice Customer must: (a) contact business.solutions@remarkable.com within thirty (30) days of the date the disputed invoice was issued; and (b) pay all undisputed amounts. Overdue undisputed amounts may be subject to interest of the lower of (i) 1.5%, or (ii) the highest amount permitted under applicable law, of the unpaid balance per month.

Price changes and corrections: Unless otherwise agreed between Customer and reMarkable, reMarkable may change the Fees with thirty (30) days prior written notice. The new price shall not take effect until the next billing of the Fee. reMarkable has the right to correct pricing errors or mistakes even after issuing an invoice or receiving payment.

Promotional offers: From time to time reMarkable may offer free or reduced rate promotional trials of certain paid subscriptions for specified periods of time without payment or for a reduced promotional price. If reMarkable offers the Customer a free or promotional trial, the specific terms of the free or promotional trial will be provided in the marketing materials describing the particular trial and/or the Order. REMARKABLE RESERVES THE RIGHT TO REFUSE AND/OR WITHDRAW ANY ACCESS TO A PROMOTIONAL OFFER AND/OR FREE TRIAL IF THE CUSTOMER IS DEEMED BY REMARKABLE TO ABUSE OR EXPLOIT SUCH PROMOTIONAL OFFER IN AN UNREASONABLE WAY.

7 Intellectual Property Rights

reMarkable and/or its licensors own all legal rights, title and interest in and to the Services, including but not limited to graphics, user interface, the scripts and software used to implement the Services, and any software provided to the Customer as a part of and/or in connection with the Services, including any and all Intellectual Property Rights and associated rights that exist therein, whether registered or not, and wherever in the world they may exist. The Customer further agrees that the Services (including the software, or any other part thereof) contains proprietary and confidential information that is protected by applicable Intellectual Property Rights and other laws, including but not limited to copyright and trade secrets. The Customer shall not use such proprietary information or materials in any way whatsoever except for the Customer's use of the Services in compliance with the Terms.

If Customer provides feedback to reMarkable related to the Services, Customer grants reMarkable the right to use and exploit such feedback without restriction or compensation.

8 Customer equipment and technical requirements

The Customer is responsible for obtaining and maintaining all hardware, software, third party services and other equipment needed for the access and use of the Services, and for all charges and expenses related thereto, including internet access. reMarkable reserves the right to cancel the Customer's access to the Services if the Customer's failure to maintain and update Customer's own hardware or software represents a security risk for reMarkable. reMarkable is not liable for any discontinuance or disruption of the operation of the Services caused by circumstances outside of reMarkable's control, such as factors the Customer is responsible for or errors in internet connections, browsers, operating systems or other third party software, services or systems.

Information about the platform, hardware and software requirements for the Services ("**Technical Requirements**") is available [here](#). The Technical Requirements may be updated by reMarkable without prior notice. reMarkable shall, however, update Technical Requirements at least thirty (30) days before it stops supporting previously supported Technical Requirements. Failing to comply with the Technical Requirements may affect the Customer's use of the Services, and updates and extensions to the Services may become unavailable to the Customer.

9 Service levels and planned downtime

reMarkable shall use its best efforts in providing the Services and to accommodate and develop the Services. reMarkable can however not guarantee the permanent availability of the Services, and the Services (or any part thereof) may be unavailable due to repair or maintenance work, or updates or upgrades.

reMarkable may update the Services periodically. If an update materially reduces the Services functionality, reMarkable will notify the Customer at the Business Account email address or directly via the Business Account. Within five (5) business days of receipt of this notice, the Customer may choose to terminate the Agreement by providing thirty (30) days' written notice. This termination right will not apply to updates made to features provided on a beta or evaluation basis.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND AS A STANDARDIZED SERVICE. REMARKABLE SHALL NOT BE RESPONSIBLE FOR ENSURING THAT THE SERVICES FIT THE PURPOSE FOR WHICH THE CUSTOMER USES THE SERVICES. EXCEPT TO THE EXTENT PROHIBITED BY MANDATORY LAW, REMARKABLE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10 Personal data

reMarkable will only access, store, and otherwise process Customer Personal Data in accordance with the [Data Processing Addendum](#) and will not access, store, or process Customer Personal Data for any other purpose. reMarkable has implemented and will maintain reasonable technical, organizational, and physical measures to protect Customer Personal Data, as further described in the Data Processing Addendum. The Data Processing Addendum is hereby incorporated by reference.

11 Marketing and service communication

reMarkable may send the Customer and its Users electronic marketing to the email address provided to reMarkable if and to the extent permitted by applicable law. The Customer and its Users have the right to unsubscribe by clicking on the link provided in the footer of every marketing email sent by reMarkable or by using our [Contact Form](#). reMarkable may also send transactional emails containing information regarding the Customer's subscription.

12 Limitation of liability

EXCEPT (I) TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW, (II) A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT OR (III) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICES, DOWNTIME COST OR ANY CLAIM AGAINST THE CUSTOMER BY ANY THIRD PARTY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT (I) TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW, (II) A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, (III) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS OR (IV) THE CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES EXCEED THE GREATER OF (I) THE COMPENSATION PAID BY THE CUSTOMER, IF ANY, TO REMARKABLE FOR THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY OR (II) \$10,000.

13 Indemnification

By reMarkable: reMarkable shall indemnify and hold harmless the Customer from and against all losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) payable to a third party arising out of a claim alleging that the Services infringe any third-party Intellectual Property Rights. This excludes claims to the extent arising from: (a) combination of any Services with products, services, or software not provided by reMarkable; (b) modification of any Services by any party other than reMarkable; (c) Customer Content. If reMarkable reasonably believes that all or any portion of the Services is likely to become the subject of an infringement claim, reMarkable will: (a) obtain, at reMarkable's expense, the right for Customer to continue using the Services in accordance with these Terms; (b) replace or modify the allegedly infringing Service; or (c) if (a) and (b) are not commercially practicable, reMarkable may, in its sole discretion, terminate these Terms upon written notice to Customer and refund any prepaid amounts for unused Services. The Customer will promptly comply with all reasonable instructions provided by reMarkable with respect to the above, including any instruction to replace, modify, or cease use of the Service.

By the Customer: The Customer shall indemnify and hold harmless reMarkable and its Affiliates, independent contractors and service providers, and each of reMarkable's respective directors, officers, employees and agents (collectively, "**reMarkable Parties**") from and against all losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of or related to (a) the Customer's use of, or inability to use, the Services; (b) the Customer's use of the Services in violation of the Terms, (c) Customer Content, or (d) the Customer's violation of any applicable law or any rights of any third party related to the Customer's use of the Services.

Procedure: A Party seeking indemnity will provide the indemnifying Party with prompt written notice upon becoming aware of any claim, reasonable cooperation in the defense of or investigation of the claim and allow the indemnifying Party sole control of defense and settlement of the claim including selection of counsel, provided that the Party seeking indemnity is entitled to participate in its own defense at its sole expense. The indemnifying Party cannot enter any settlement or compromise of any claim without prior written consent of the other Party, which will not be unreasonably withheld, except that the indemnifying Party may without consent enter any settlement of a claim that resolves the claim without liability to the other Party, impairment to any of the other Party's rights, or requiring the other party to make any admission of liability. **THE INDEMNITIES ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S IP RIGHTS.**

14 Term and termination

Term: These Terms shall apply for as long as the Customer has a Business Account and/or uses the Services, unless terminated earlier in accordance with these Terms.

Termination by the Customer: The Customer may terminate the Business Account and/or stop using the Services at any time. The Customer will still have access until the next billing of the Fee, unless otherwise requested, and will not be entitled to any refund of Fees paid. If the Customer has a minimum commitment period and/or volume under its Order, the Customer shall remain liable for paying all outstanding Fees. To terminate the Business Account, the Customer must contact reMarkable through reMarkable's [Contact Form](#). The Customer may request the reversal of a termination of its Business Account by contacting reMarkable within thirty (30) days of the effective date of termination. After this thirty (30) day period, the termination shall be final and non-reversible. Deletion of the Customer's Business Account will lead to the termination of these Terms.

Termination by reMarkable: reMarkable may terminate the Terms and the Customer's access to the Services for any reason with three (3) months' notice.

Termination for default: The Customer may terminate these Terms with immediate effect if reMarkable is in material breach of the Terms, provided that reMarkable has been given written notice and reasonable time to rectify the breach. reMarkable may terminate these Terms and the Customer's access to the Services with immediate effect if the Customer is in material breach of any provisions of the Terms. Material breach includes but is not limited to (i) use of the Services as part of any crime or illegal behaviour (including without limitation all kinds of fraud), (ii) use of the Services in a manner that may result in losses or the risk of loss for reMarkable or any third party, (iii) attempts by the Customer to amend the Services or to use any other software or hardware other than reMarkable's software or hardware or third party applications approved by reMarkable to access or use the Services or (iv) payment default, provided that reMarkable has given the Customer at least one payment reminder (which may be sent by email).

Consequences of termination: Upon termination of the Terms, the Customer will lose access to the Services and its benefits and features. The Customer must ensure to download all data that the Customer wishes to retain from the Services before termination of the Terms. reMarkable will make such data available within reasonable time upon request. Any fees paid by the Customer prior to termination are non-refundable. Termination of these Terms will not relieve the Customer of any obligation to pay any accrued fees or charges. Upon termination, reMarkable will delete the Customer's

Business Account within thirty (30) days. The Customer may at any time reach out to reMarkable and request such deletion.

Deletion due to inactivity: In case the Customer does not use the Business Account for a period of twenty-four (24) months, reMarkable may delete such Business Account after providing the Customer with reasonable notice.

15 Force majeure

reMarkable shall not be responsible nor liable to the Customer for any failure or delay in performance due to circumstances beyond reMarkable's reasonable control, including, without limitation, war, riot, strike, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, service outages resulting from equipment and/or software failure and/or telecommunications failures, power failures, network failures or failures of third party service providers (including providers of internet services and telecommunications) (each a "**Force Majeure Event**"). The performance of the Terms shall then be suspended for as long as any such event prevents reMarkable from performing its obligations under the Terms.

16 Beta Features

From time to time, reMarkable may invite the Customer to try or otherwise make available certain Beta Features related to the Services. By using the Beta Features, the Customer acknowledges and understands that such features are provided "as-is", that they may contain various errors and bugs, design flaws or other problems, and that use of such features may result in unexpected results, loss of data, or other unpredictable damage or loss. To the maximum extent permitted under applicable laws, reMarkable will have no liability under these Terms arising out of or related to the Customer's use of any Beta Features. Any use of Beta Features will be solely at Customer's own risk and may be subject to additional requirements as specified by reMarkable. reMarkable is not obligated to provide support for Beta Features and reMarkable may, at its sole discretion, cease providing Beta Features, including as part of any Services.

17 Amendments

reMarkable reserves the right, at its sole discretion, to amend these Terms at any time and will update these Terms in the event of any such amendments. reMarkable will notify the Customer of material changes to this Agreement upon the change taking effect by posting a notice on the Service or sending an email to the primary email address specified in the Customer's Business Account. The Customer's continued use of the Service constitutes agreement to reMarkable's revisions of these Terms.

18 Confidentiality

The Parties, their employees and any third parties acting on their behalf are obliged to keep confidential any Confidential Information.

For the purposes of these Terms, "**Confidential Information**" means any information of confidential nature (in whatever form communicated or maintained, whether orally, electronically or documentary, computer storage or otherwise) provided by a Party or anyone acting on its behalf, including employees, officers, directors and advisors, to the other Party in connection with the Terms.

The confidentiality obligation does not apply to (i) information that is or becomes generally known or readily available to persons within the circles that normally deal with the kind of information in question; (ii) information that was in the receiving Party's possession prior to these Terms; or (iii) information developed by a Party independently of these Terms.

A Party may disclose Confidential Information insofar as this is prescribed by law or regulations, pursuant to an order issued by the competent authority, or to the extent strictly necessary for a Party to exercise its rights or fulfil its obligations under the Terms.

The Confidential Information of the other Party may only be used for the purpose for which the Confidential Information was received, and only to the extent necessary to achieve this purpose.

Upon termination of the Terms for whatever reason, each Party shall promptly return all documents and other items containing the other Party's Confidential Information, regardless of the media on which the Confidential Information is stored. All Confidential Information that is stored electronically, shall be deleted, and a Party shall upon the other Party's request confirm in writing the full and complete deletion. Each Party may however retain copies that are kept in accordance with the Party's standard retention policies provided that the Confidential Information is stored securely and otherwise in accordance with these Terms.

The confidentiality obligation shall apply during the term of the Terms and shall continue to apply after their termination for any Confidential Information that is not deleted or returned, remaining in effect for as long as such Confidential Information is in the receiving Party's possession.

The Parties shall take the necessary precautions to prevent third parties from obtaining access to Confidential Information and shall not share Confidential Information with any third party, except as explicitly provided for in the Terms or with the express written consent of the other Party.

19 Dispute resolution and governing law

These Terms shall be exclusively governed by and construed in accordance with the laws of Norway, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

Any disputes related to this Agreement shall be settled by the ordinary courts of Oslo, Norway.

Notwithstanding the foregoing, reMarkable reserves the right to institute proceedings against the Customer in the courts having jurisdiction in the place where the Customer has its seat or in any other jurisdiction where the Customer causes harm to reMarkable.

The Customer shall notify reMarkable in writing about any Claim towards reMarkable without undue delay after the event giving rise to the Claim, and no later than one (1) year after such event.

To the extent permitted under applicable law, the Customer and reMarkable agree that any dispute arising out of or related to these Terms is personal to the Customer and reMarkable and that any dispute will not be brought as a class arbitration, class action, or any other type of representative proceeding.

20 Miscellaneous

20.1 Assignment

Subject to the below, the Customer may not transfer or assign any or all of its rights or obligations under these Terms without reMarkable's prior written consent. reMarkable may assign these Terms to any of its Affiliates.

Either Party may assign these Terms to a successor to substantially all the respective Party's assets or business, provided the assigning Party provides at least thirty (30) days prior written notice of the assignment. These Terms will be binding upon the parties and their respective successors and permitted assigns.

20.2 Notices

All notices given by the Customer to reMarkable must be given in writing through reMarkable's [Contact Form](#) or by emailing business.solutions@remarkable.com or to the address set out at the end of these Terms. reMarkable may give notice to the Customer to

the email or postal address provided to reMarkable when registering for the Business Account.

20.3 No waiver

If a Party fails or otherwise neglects to enforce a provision of these Terms, this shall not be deemed to be or construed as a waiver of the Party's right under the provision in question, prejudice that Party's right to take subsequent action or affect the validity of any part of the Terms.

20.4 Severability

Should individual provisions of these Terms be or become invalid or unenforceable in whole or in part, the other provisions of the Terms shall remain unaffected thereby. The Parties shall in good faith replace such severed provision by a valid and enforceable provision which comes as close as possible to the commercial intention.

20.5 Independent parties

The relationship between the Parties arising from these Terms shall not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in performing the Terms.

20.6 Entire agreement

The Terms, including any documents expressly referred to herein, represent the entire agreement between the Parties in relation to the subject matter contemplated herein, and supersedes and replaces any prior agreements, understanding or arrangement between the Parties, whether oral or in writing, regarding the subject matter of the Terms.

No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to the Terms except as expressly stated herein.

20.7 Survival of obligations

Any obligations or other provisions set out in the Terms which, due to their nature, extend beyond the expiry or termination of the Terms, shall survive such termination or expiry.

20.8 reMarkable contracting entity

reMarkable contracting entity is the following depending on the Customer's place of incorporation:

- **Customers in the United States:** reMarkable Operations LLC, with company registration number 2773759 and registered address at 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex, USA.
- **Customers in the United Kingdom:** reMarkable Operations LTD, with company registration number 16067939 and registered address at 27 Old Gloucester Street, London, WC1N 3AX, United Kingdom.
- **Customers in a European Union member state:** reMarkable Operations BV, with company registration number 94894280 and registered address at Zuidplein 116 - Tower One 14, 1077 XV Amsterdam.
- **Customers in the rest of the world:** reMarkable AS, with company registration number 917 352 836 and registered address at Fridtjof Nansens vei 12, 0369 Oslo, Norway.

21 Definitions

The Capitalized terms below shall, for the purpose of these Terms, have the following meaning:

"Administrators" means a Customer designated User with administrative privileges.

"Affiliates" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Party, where "control" means the ownership of more than fifty percent (50%) of the voting securities or other ownership interest of such entity, or the power to direct the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

"Beta Features" means a pre-release version of a product or service that is made available to a limited number of users for testing and feedback before its official launch.

"Business Account" means the reMarkable business account.

"Claim" means any and all claims, losses (including economical losses), demands, taxes, liens, liabilities, judgments, awards, provisional injunctions, remedies, debts, damages, injuries, costs, legal and other expenses, or causes of action of whatsoever nature, and in whatever jurisdiction the foregoing may arise.

"Clause" means an individually numbered heading or paragraph in these Terms.

"Confidential Information" means any information of confidential nature (in whatever form communicated or maintained, whether orally, electronically or documentary,

computer storage or otherwise) provided by a Party or anyone acting on its behalf, including employees, officers, directors and advisors, to the other Party in connection with the Terms.

"Customer" means all customers signing up for a Connect for Business and/or a Business Account

via www.remarkable.com, www.business.remarkable.com, www.support.remarkable.com/s/business or www.my.remarkable.com.

"Customer Personal Data" means any personal data, as defined by the applicable data protection law, which the Customer or Users submits, posts, displays or makes available to reMarkable through the Services, and data that Customer or Users derive through their use of the Services.

"Customer Content" means any documents, materials, content and other data the Customer or any of its Users submit, post, display or make available through the Services.

"Data Processing Addendum" means the terms describing data processing and security obligations with respect to Customer Personal Data, as agreed between reMarkable and the Customer.

"Force Majeure Event" shall have the meaning ascribed to it in Clause 15.

"Intellectual Property Rights" means all current and future rights under applicable laws protecting inventions, ideas, investments and representations of those inventions ideas and investments such as but not limited to patent laws (including patent applications, supplementary protection certificates (SPC) and other types of patent extensions and applications for such extensions), copyright laws, trademark laws, design laws, circuit pattern for integrated circuit laws, unfair competition laws, marketing laws and database laws, as well as other similar or equivalent registrable or non-registrable rights or forms of protection which may now or in the future subsist in any part of the World in any representation including hardware, software (incl. source code), algorithms, mask works, text and other written material (physical and electronic), databases, processes, concepts, systems, models and drawings.

"Party" or **"Parties"** means reMarkable, the Customer or both, as the case may be.

"reMarkable" means the relevant reMarkable entity as set out in these Terms.

"reMarkable Parties" means reMarkable's Affiliates, independent contractors, service providers, and each of its respective directors, officers, employees and agents.

“Renewal Term” means a renewal term for the Services following either the initial term set out on the Order, or a previous Renewal Term. Note that if Customer renews without a new Order, the duration of that Renewal Term will be the same duration of the immediately preceding initial term or Renewal Term.

"Services" means access to and use of the Business Account and Connect for Business, and any functionality contained therein.

"Technical Requirements" means the hardware and software requirements for the Services made available on www.remarkable.com.

"Terms" means these terms and conditions governing the relationship between reMarkable and the Customer regarding reMarkable Business accounts.

“Third-Party Services” means products, services, or content offered by parties other than OpenAI through the Services.

“Third-Party Service Terms” means any additional terms applicable to the Third-Party Service.

"Users" means any user, including an Administrator, that the Customer may have under its Business Account.