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Contract Number

26-99

SAP Number

### Innovation and Technology Department

<b>Department Contract Representative</b>	<u>Jeremiah Thomas</u>
<b>Telephone Number</b>	<u>909-388-0641</u>
<b>Contractor</b>	<u>reMarkable</u>
<b>Contractor Representative</b>	<u>N/A</u>
<b>Telephone Number</b>	<u>N/A</u>
<b>Contract Term</b>	<u>February 10, 2026 and continuing until terminated by either party</u>
<b>Original Contract Amount</b>	<u>Non-financial</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>Non-financial</u>
<b>Cost Center</b>	<u>1200604048</u>

**Briefly describe the general nature of the contract:** Non-financial Terms and Conditions for Accounts, including non-standard terms, with reMarkable for reMarkable digital writing tablets, software and cloud services, beginning on February 10, 2026 and continuing until terminated by either party

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Bonnie Uphold  
Bonnie Uphold, Deputy Supervising County Counsel

Date 2/2/2026

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_

Date \_\_\_\_\_

## Terms and Conditions for reMarkable Accounts

Effective date: 16 June 2025

reMarkable (“we”, “us” or “reMarkable”) develops and sells paper tablets for reading, writing and sketching. By creating a user account (a “reMarkable Account”), the customer (also referred to as “you”) may connect the paper tablet to a cloud service (“Cloud Services”) which enables access to additional features such as conversion of handwritten notes to text, automatic and secure back up, and synchronization of content between different devices such as the reMarkable paper tablet, computers and mobile phones. The Cloud Services and the software features are described in further detail on reMarkable’s website, [www.remarkable.com](http://www.remarkable.com) (the “Website”). Please see clause 21 to confirm which reMarkable entity you are contracting with.

By signing up for a reMarkable Account at [my.remarkable.com](http://my.remarkable.com), you acknowledge that you have read and understood these terms and conditions for reMarkable Accounts (the “Accounts Agreement”). The Accounts Agreement constitutes a binding agreement between you and reMarkable when you have accepted the terms and conditions through the sign-up process, subject to confirmation by reMarkable as mentioned in clause 1 below.

Please note that purchase of reMarkable hardware and accessories are subject to separate [terms and conditions](#).

### 1. ACCOUNT REGISTRATION AND PASSWORD

In order to access or use the Cloud Services, you must register for a reMarkable Account. You must be at least the age of legal majority where you reside (e.g. 18 years old) to register a reMarkable Account. All registrations are subject to acceptance by reMarkable at its discretion.

You agree to provide accurate, current, and complete information during the registration process and at all times when you use the Cloud Services and to update such information if it changes. We reserve the right to suspend or terminate your reMarkable Account if any information provided during the registration process or at other times proves to be inaccurate, not current, or incomplete.

Upon registration for a reMarkable Account with us, you will be asked to create a username and password at [my.remarkable.com](http://my.remarkable.com). You must always keep your username and password confidential and use it only to access and use your reMarkable Account, and not for any

other purpose. You are the only authorized user of your reMarkable Account and, accordingly, you must not disclose your username and/or password to anyone else. You should contact us immediately upon discovering any unauthorized use of your reMarkable Account or error in the operation of your username and/or password (see contact information below). Any breach of this Accounts Agreement or any use of your reMarkable Account by anyone to whom you disclose your username and/or password will be treated as if the breach or use had been carried out by you, and will not relieve you of your obligations to us.

## **2. ADDITIONAL TERMS FOR CONNECT SUBSCRIBERS**

Customers may purchase a subscription (“**Connect**”) to gain access to additional features. [Additional Terms and Conditions for Connect](#) apply.

## **3. CLOUD SERVICES LICENSE**

Save as set out in clause 16, and conditional upon your compliance with this Accounts Agreement, you are granted a limited, revocable, non-exclusive, non-sublicensable and non-transferable right to access and use the Cloud Services in accordance with this Accounts Agreement for your own personal and non-commercial use. You are not granted any right to use, and may not use any of our intellectual property rights other than as set out in this Accounts Agreement. Any use of the Cloud Services other than as specifically authorised under this Accounts Agreement is strictly prohibited.

No part of the Website or the Cloud Services, including, without limitation, the text, designs, graphics, photographs and images contained in it, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.

## **4. TECHNICAL REQUIREMENTS**

You are responsible for obtaining and maintaining all hardware, software, third party services and other equipment needed for the access and use of the Cloud Services, and you are responsible for all charges and expenses related thereto, including internet access. reMarkable reserves the right to cancel your access to the Cloud Services if your failure to

maintain and update your own hardware or software should represent a security risk for reMarkable.

Information about the platform, hardware and software requirements for the Cloud Services (“**Technical Requirements**”) will be made available on [www.remarkable.com](http://www.remarkable.com).

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 your use of the Cloud Services, and updates and extensions to the Cloud Services may become unavailable to you.

You may also lose access to the Cloud Services if you fail to comply with our End User License Agreement, which can be found [here](#).

## **5. SERVICE LEVELS AND PLANNED DOWNTIME**

The Cloud Services are provided free of charge and “as is”, as a standardized service. The Cloud Services shall, however, fulfill the quality and accessibility requirements generally associated with this type of service. A reMarkable Account gives you a right to use the cloud features as defined by reMarkable, and your use is not conditional or tied to a specific version or functionality. reMarkable shall not be responsible for ensuring that the Cloud Services fit the purpose for which you use the Cloud Services. reMarkable reserves the right to make improvements, add, modify or remove functionality.

You acknowledge that the Cloud Services will not always be completely free of errors and that the improvement of the Cloud Services is a continuous process. You are further aware that successful use of the Cloud Services is dependent on equipment and factors that you are responsible for (such as adequate internet connection) and which are outside of reMarkable’s control. reMarkable is not liable for any discontinuance or disruption of the operation of the Cloud Services caused by circumstances outside of reMarkable’s control, such as by factors you are responsible for or errors in internet connections, browsers, operating systems or other third party software, services or systems. Third party software and operating system updates etc. may influence the usability of the Cloud Services, and reMarkable has no responsibility in this regard. reMarkable will however always use its best efforts to accommodate and develop the Cloud Services based on updates etc. relating to hardware and software supported by reMarkable in accordance with the Technical Requirements specified above.

You are responsible for backing up the content in the Cloud Services, and reMarkable encourages you to do so in order to avoid loss of data. reMarkable shall under no circumstance be liable to you for any loss of data.

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. IN ANY JURISDICTION IN WHICH IMPLIED WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED ENTIRELY, ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE WARRANTY PERIOD OF REMARKABLE'S LIMITED WARRANTY.

## **6. PERSONAL DATA**

reMarkable acts as a controller under applicable data protection law with respect to the processing of your personal data necessary to provide the Cloud Services. reMarkable will process such personal data in accordance with reMarkable's [privacy policy](#).

## **7. ACCEPTABLE USE**

You must not:

1. use the Cloud Services in any way that breaches this Accounts Agreement, or any applicable local, national or international law or regulation, or 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 Cloud Services without consent from their parent or guardian;
3. offer for sale or lease, sell, resell or lease access to the Cloud Services or Connect in any way or manner unless approved in writing by reMarkable;
4. copy, decompile, disassemble, reverse engineer, derive the source code of, decrypt, modify or create derivative works of the Cloud Services, accessories or any software or other component used therein (any attempt to act contrary to this clause 4 is also prohibited);

5. do any act or thing or use the Website and/or Cloud Services in a way that might damage, disrupt or otherwise interferes with the Cloud Services or any of its features, equipment, network or software;
6. misuse the Website and/or Cloud Services 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 the Website, the Cloud Services, the server on which the Website and/or Cloud Services is stored or any server, computer or database connected to the Website and/or Cloud Services. You must not attack the Website and/or Cloud Services via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website and/or the Cloud Services will cease immediately; or
7. otherwise be in breach of any acceptable use policies or guidelines that we may issue from time to time.

You own and are responsible for all data, information and material of any kind uploaded to your reMarkable Account, including personal data. You are fully responsible for ensuring that the data or information that is uploaded to your reMarkable Account is not in violation of any applicable laws and that the data does not violate third party rights, such as privacy rights, publishing rights, copyright, contractual rights, intellectual property rights or other rights.

reMarkable has no obligation to monitor your use of the Cloud Services to ensure compliance with the Accounts Agreement or applicable law. However, reMarkable reserves the right to suspend and/or terminate your reMarkable Account without warning if reMarkable reasonably suspects that there might be a breach of the Accounts Agreement or mandatory laws of your country of residence.

## **8. USER CONTENT**

You are solely responsible for any data or content that you submit, post, display or make available through use of the Cloud Services, such as notes and documents ("**Your Content**").

Unless otherwise agreed in writing, reMarkable does not claim any ownership rights in Your Content and nothing in the Accounts Agreement restricts any rights that you may have to use and exploit Your Content.

The Accounts Agreement does not give reMarkable any rights to Your Content except for the limited rights that are necessary to enable us to offer the Cloud Services and so that technical actions we take in operating the Cloud Services are not considered legal violations. You grant reMarkable a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, store, modify (such as converting handwritten notes into text) and adapt Your Content on the Cloud Services and associated software services solely for the purpose for which Your Content was submitted or made available. The above license extends to others with whom reMarkable has contractual relationships as solely and as necessary to enable the provision of the Cloud Services, and to otherwise permit access to or disclose Your Content to third parties if reMarkable determines such access is necessary to comply with its legal obligations.

If you elect to use any integrations with the Cloud Services, additional licenses to process Your Content are necessary and granted through separate terms. reMarkable does not assume any responsibility for, or liability on account of, the actions or omissions of such third-party applications or service providers.

If it is the case that you make any of Your Content publicly available through the Website and/or Cloud Services, you must comply with the following rules:

1. it must not be obscene, abusive, offensive or racist and it must not promote or propose hatred or physical harm against anyone;
2. it must not harass or bully another person;
3. it must be true and honest so far as you know;
4. it must not: (i) constitute pornography; or (ii) be sexual or sexually suggestive involving minors;
5. it must not be defamatory of anyone;
6. it must not be unlawful;
7. it must not use the material or content or infringe the rights or privacy of anyone else;
8. it must not promote discrimination, whether based on ethnicity, race, sex, religion, nationality, disability, sexual orientation or age;

9. it must not promote or condone terrorism, violence or illegal behaviour;
10. it must not be harmful to minors in any way;
11. it must not impersonate any person, or misrepresent your identity or affiliation with any person;
12. it must not give the impression that it emanates from or is endorsed by us, if this is not the case; and
13. it must not violate this Accounts Agreement.

## **9. MARKETING AND SERVICE COMMUNICATION**

When you have a reMarkable Account, we may send you electronic marketing to the email address provided to us if and to the extent permitted by applicable law. You have the right to unsubscribe by clicking on the link provided in the footer of every marketing email sent by us or by using our [Contact Form](#). We may also send you functional emails containing information regarding your subscription.

## **10. BREACH OF THE ACCOUNTS AGREEMENT**

If you breach the Accounts Agreement, we may take such action as we deem appropriate. Breaches of the Accounts Agreement by you may result in actions including, but not limited to, all or any of the following actions:

1. Issue of a warning
2. Immediate, temporary, or permanent removal of any content submitted, uploaded or transferred to your reMarkable Account
3. Immediate, temporary, or permanent withdrawal of your right to use the Cloud Services or any features included therein
4. Legal proceedings against you for reimbursement of all recoverable loss and damage resulting from the breach
5. Disclosure of all relevant information to law enforcement authorities as we reasonably deem is necessary

## **11. TERMINATION AND ACCOUNT DELETION**

**Termination by you:** You may delete your reMarkable Account and/or stop using the Cloud Services at any time. To terminate your reMarkable Account you must contact us through our [Contact Form](#) or by using the contact information below. Terminating your reMarkable Account is non-reversible. Please refer to the remarkable Connect subscription terms and conditions which set out your rights in relation to any subscription payments due on termination. Deletion of your reMarkable Account will immediately terminate this Accounts Agreement and will terminate any Connect subscription you may hold as set out in the Connect subscription terms.

**Termination by reMarkable:** reMarkable may terminate the Accounts Agreement for any reason with three (3) months' notice, unless such termination is due to a material breach of the Accounts Agreement by you (see "Termination for default" below).

**Termination for default:** You are entitled to terminate the Accounts Agreement with immediate effect if reMarkable is in material breach of the Accounts Agreement. reMarkable may terminate your reMarkable Account and/or Connect subscription with immediate effect if you are in material breach of the Accounts Agreement. Material breach includes but is not limited to (i) use of the Cloud Services as part of any crime or illegal behavior (including without limitation all kinds of fraud), (ii) use of the Cloud Services in a manner that may result in losses or the risk of loss for reMarkable or any third party, (iii) attempts by you to amend the Cloud 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 Cloud Services or (iv) payment default, provided that reMarkable has given you at least one payment reminder (which may be sent by email).

**Consequences of termination:** Upon termination of the Accounts Agreement, you will lose access to the Cloud Services and its benefits and features. We will not be responsible for providing you with a copy of any of your data unless required by law.

**Deletion due to inactivity:** In case you do not use your reMarkable Account for a period of twenty-four (24) months, reMarkable may delete your reMarkable Account after providing you with reasonable notice.

## 12. SUSPENSION OF CLOUD SERVICES

We may, from time to time, with or without prior notice, temporarily suspend the operation of the Cloud Services, including any features and/or associated services (in whole or in part) for repair or maintenance work or in order to update or upgrade any contents, features or functionality.

### **13. LIMITATION OF LIABILITY**

Nothing in this Accounts Agreement excludes or limits our liability for:

1. death or personal injury caused by our negligence;
2. fraud or fraudulent misrepresentation; and
3. any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

We assume no responsibility for the content of websites linked to from the Website and/or Cloud Services (including links to our commercial sponsors and partners). Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Nothing in this Accounts Agreement affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

You agree not to use the Website and/or Cloud Services, or any content on the Website and/or Cloud Services, for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Our total liability to you for any loss or damage arising out of or in connection with these Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to \$100.

### **14. FORCE MAJEURE**

reMarkable shall not be responsible nor liable to you for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, war, riot, pandemic, embargoes, acts of civil or military authorities, fire, floods, accidents, 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). The performance of the Accounts Agreement shall then be suspended for as long as any such event prevents reMarkable from performing its obligations under the Accounts Agreement.

## **15. INTELLECTUAL PROPERTY RIGHTS**

reMarkable and/or its licensors own all legal rights, title and interest in and to the Website and Cloud Services, including but not limited to graphics, user interface, the scripts and software used to implement the Cloud Services, and any software provided to you as a part of and/or in connection with the Cloud 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. You further agree that the Cloud Services (including the software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright and trade secrets. You agree that you will not use such proprietary information or materials in any way whatsoever except for your use of the Cloud Services in compliance with the Accounts Agreement. No portion of the Cloud Services may be reproduced in any form or by any means, except as expressly permitted in this Accounts Agreement.

Use of the Cloud Services except as expressly permitted under this Accounts Agreement is prohibited and infringes on the intellectual property rights of others. Such infringements may subject you to civil and criminal penalties, including possible monetary damages, for copyright infringement.

## **16. INTEGRATIONS AND USE OF THIRD PARTIES**

As part of the Cloud Services, you may have the opportunity to integrate your reMarkable Account with certain third party service providers. We reserve the right to add, remove or modify available integrations at any time. Any use of such integrations is subject to the [Terms & Conditions for Integrations](#).

reMarkable may use sub-contractors to deliver the Cloud Services, including all support and maintenance services.

## **17. BETA FEATURES**

From time to time, reMarkable may invite you to try or otherwise make available certain beta services or features related to the Cloud Services ("**Beta Features**"). By using the Beta Features, you acknowledge and understand 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 this Accounts Agreement arising out of or related to your use of any Beta Features. Any use of Beta Features will be solely at your 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.

## **18. AMENDMENTS**

reMarkable may make changes to this Accounts Agreement from time to time (if, for example, there is a change in the law that means we need to change this Accounts Agreement). Please check regularly to ensure the terms and conditions that apply at the time that you access and use the Cloud Services. If you are a consumer who is a registered user and has set up an Account, we will provide you with notice of any such changes. If you do not wish to continue using the Cloud Services following the changes to the terms and conditions, you can cancel your agreement by cancelling your Account. reMarkable encourages you to frequently review this Accounts Agreement and any other applicable policies and guidelines to ensure you understand the terms and conditions that apply to your use of the Cloud Services. If you do not agree to the amended terms, policies or guidelines, you must stop using the Cloud Services.

Notice shall be given by e-mail to the e-mail address provided in your reMarkable Account profile and shall be deemed given to you on the day the email is sent.

## **19. COMPLAINTS, AND GOVERNING LAW AND JURISDICTION**

If you have questions relating to the Cloud Services or wish to make a complaint, reMarkable may be contacted via an online form available at [www.remarkable.com](http://www.remarkable.com).

If you want an additional copy of the Accounts Agreement that you have accepted, reMarkable will submit this to you upon request.

### **19.1 United States of America**

If you are a customer located in the United States of America, the following applies to you. Please read it carefully because it requires you to arbitrate certain disputes and claims with reMarkable and limits the manner in which you can seek relief from us.

Except for (a) any disputes regarding ownership or enforceability of intellectual property rights of a party; (b) any claim for injunctive relief; or (c) disputes in which either party seeks to bring an individual action in small claims court located in the county of your billing address (if the dispute meets the requirements to be heard in small claims court), you and reMarkable waive your rights to a jury trial and to have any dispute arising out of or related to these Terms resolved in court. Instead, any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, which are available on the [AAA website](#) and hereby incorporated by reference.

You and reMarkable agree that any dispute arising out of or related to these Terms is personal to you and reMarkable and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding.

You and reMarkable agree that these Terms affect interstate commerce and that the enforceability of this clause 14 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law.

Claims shall be heard by a single arbitrator. The place of arbitration shall be New York, New York. The arbitration shall be governed by the laws of the State of New York, without regard to its conflict of laws principles. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. You and reMarkable agree that the state or federal courts of the State of New York in the United States sitting in the Southern District of New York shall have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim that you or reMarkable may have arising out of or related to these Terms must be filed within one year after such claim arose; otherwise, your claim is permanently barred, which means that you and reMarkable will not have the right to assert the claim.

You have the right to opt out of binding arbitration within fourteen (14) days of the date you received the Product(s) by sending notice through our [Contact Form](#). In order to be effective, the opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing that any disputes shall be referred to and finally resolved by the state or federal courts located in the Southern District of New York, in the State of New York.

## **19.2 United Kingdom**

If you are a customer located in the United Kingdom, the following applies to you. This Accounts Agreement is governed by the laws of England and Wales. This means that your access to and use of the Cloud Services, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by English law.

You can bring proceedings in respect of this Accounts Agreement in the English courts. If you are a consumer: (a) you may bring any dispute which may arise under this Accounts Agreement to either, at your discretion, the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the UK, which courts are, with the exclusion of any other court, competent to settle any of such a dispute; and (b) we shall bring any dispute which may arise under this Accounts Agreement to the competent court of your country of habitual residence if this is within the UK, or otherwise the competent court of England.

As a consumer, if you are resident in the UK or the European Union and we direct this Website to (and/or pursue our commercial or professional activities in relation to the Website in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.

## **19.3 EU Member States**

If you are a customer located in a European Union Member State, the following applies to you. This Accounts Agreement is governed by the laws of Norway. This means that your access to and use of the Cloud Services, and any dispute or claim arising out of or in

connection therewith (including non-contractual disputes or claims), will be governed by Norwegian law.

You can bring proceedings in respect of this Accounts Agreement in the Norwegian courts. If you are a consumer: (a) you may bring any dispute which may arise under this Accounts Agreement to either, at your discretion, the competent court of Norway, or to the competent court of your country of habitual residence if this country of habitual residence is within an EU Member State, which courts are, with the exclusion of any other court, competent to settle any of such a dispute; and (b) we shall bring any dispute which may arise under this Accounts Agreement to the competent court of your country of habitual residence if this is within an EU Member State, or the competent court of Norway.

As a consumer, if you are resident in the European Union and we direct this Website to (and/or pursue our commercial or professional activities in relation to the Website in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.

#### **19.4 The rest of the World**

For customers located in the rest of the world, the following applies to you. This Accounts Agreement is governed by the laws of Norway. This means that your access to and use of the Cloud Services, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by Norwegian law.

You can bring proceedings in respect of this Accounts Agreement in the Norwegian courts. To the extent required under mandatory law in your country of habitual residence, you may also bring any dispute to the competent court of your country of habitual residence. We shall have the option to bring any dispute which may arise under this Accounts Agreement to the competent court of your country of habitual residence or the competent court of Norway.

To the extent permitted under applicable law, you and reMarkable agree that any dispute arising out of or related to these Terms is personal to you 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**

You may not transfer or assign any or all of your rights or obligations under this Accounts Agreement without prior written approval from reMarkable. reMarkable may transfer or assign any or all of its rights and obligations under this Accounts Agreement to an affiliate.

All notices given by you to us must be given in writing through our [Contact Form](#) or to the address set out at the end of these terms. We may give notice to you either to the email or postal address you provide to us when placing an order.

If reMarkable fails to enforce any of its rights under the Accounts Agreement, this does not result in a waiver of any such rights.

If any provision of this Accounts Agreement is found to be unenforceable, all other provisions shall remain unaffected.

This Accounts Agreement and any document expressly referred to in it represent the entire agreement between you and reMarkable in relation to the subject matter.

## **21. REMARKABLE CONTRACTING ENTITY**

### **21.1 United States of America**

This Clause 21.1 only applies to Customers located in the United States of America.

For Customers located in the United States of America, the Cloud Services are provided by reMarkable Operations LLC (“reMarkable US”), a company incorporated under the laws of the State of Delaware with company registration number 2773759. For such Customers the Accounts Agreement is entered into between the Customer and reMarkable US, and any reference to “reMarkable” in this Accounts Agreement shall mean reMarkable US.

### **21.2 European Union**

This Clause 21.2 only applies to Customers located in a member state of the European Union.

For Customers located in a member state of the European Union, the Cloud Services are provided by reMarkable Operations BV (“reMarkable NL”), a company incorporated under the laws of the Netherlands with company registration number 94894280. For such Customers the Accounts Agreement is entered into between the Customer and reMarkable NL, and any reference to “reMarkable” in this Accounts Agreement shall mean reMarkable NL.

### **21.3 The United Kingdom**

This Clause 21.3 only applies to Customers located in the United Kingdom.

For Customers located in a member state of the European Union, the Cloud Services are provided by reMarkable Operations LTD (“reMarkable UK”), a company incorporated under the laws of the UK with company registration number 16067939. For such Customers the Accounts Agreement is entered into between the Customer and reMarkable UK, and any reference to “reMarkable” in this Accounts Agreement shall mean reMarkable UK.

### **21.4 Rest of the World**

This Clause 21.4 only applies to Customers located outside of the United States of America, the European Union and the United Kingdom.

For Customers located outside of the United States of America, the European Union and the United Kingdom, the Cloud Services are provided by reMarkable AS (“reMarkable AS”), a company incorporated under the laws of Norway with company registration number 917 352 836. For such Customers the Accounts Agreement is entered into between the Customer and reMarkable AS, and any reference to “reMarkable” in this Accounts Agreement shall mean reMarkable AS.

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reMarkable

Fridtjof Nansens vei 12, 0369 Oslo, Norway

[Contact us](#)