



## Lift Relations Terms and Conditions

Last updated: February 17<sup>th</sup>, 2026

Lift Relations ApS (“**Lift Relations**”) has developed the Lift Relations Platform (the “**Platform**”), an online system designed to conduct client relationship evaluations to assess risks and opportunities as well as to improve and prolong the relationships. The Platform allows Lift Relations’ customers (the “**Customer**”) to create and send out web-based evaluations with relevant questions designed for the working relationship.

These Terms and Conditions (**T&C**) shall govern the Customer’s purchase and use of Lift Relations’ products and services (the “**Services**”). By accepting these T&C, either by executing an Order Form or a Subscription Agreement that references these T&C, or by accessing or using the Services, the Customer agrees to be legally bound by all provisions contained or referenced in the T&C. These T&C together with an applicable Order Form and Subscription Agreement, including all documents referenced therein, constitute a binding agreement (the “**Agreement**”).

### **1. Provision of Services**

Lift Relations will provide the Customer with the Services pursuant to the applicable Order Forms and this Agreement. Subject to the Customer’s compliance with the applicable Order Form(s) and this Agreement, Lift Relations grants the Customer a non-exclusive, non-transferable, non-sublicensable limited license to access and use the Services during the subscription term solely for the Customer’s internal business.

Due to updating and conditions beyond Lift Relations’ control, Lift Relations cannot guarantee uninterrupted or error-free availability of any part or all of the Services. Any system errors can be reported to Lift Relations at [support@lift.ai](mailto:support@lift.ai).

Lift Relations is entitled to cancel or modify any new features or beta versions communicated or launched by Lift Relations unless such features are specifically included in the fees paid by the Customer.

### **2. Use of Services**

The Services are purchased as subscriptions for the term specified in the applicable Order Form. The Customer can upgrade its subscription plan, increase the quantities of users, or add services by paying additional fees during a subscription term. The Customer agrees that its purchase of the Services is neither contingent upon the delivery of any future features or functionality nor dependent upon any oral or written public comments made by Lift Relations with respect to future functionality or features.

The Services are subject to quantities and limitations set forth in Order Forms (the “**Usage Limits**”). If the Customer exceeds the Usage Limits, Lift Relations may discuss appropriate upgrades with the Customer or work with the Customer to seek to reduce the Customer’s usage so that it conforms to the Usage Limits.

The Customer shall not (a) make the Services available to anyone other than an authorized individual user; (b) use the Service in violation of applicable laws; and (c) use the Services in any manner that would infringe the rights or damage the interest of Lift Relations or third parties. The Customer shall be responsible for all actions and omissions taken by the Customer or its users in relation to the Services in compliance with this Agreement and all applicable laws.



Any use of the Services by the Customer that, in Lift Relations' reasonable judgment, imminently threatens the security, stability, integrity, or availability of the Services or otherwise harms Lift Relations or third parties, may result in immediate suspension of the Services. However, Lift Relations will use commercially reasonable efforts under the circumstances to notify the Customer in advance of such suspension and provide the Customer with an opportunity to correct its usage prior to any such suspension.

### **3. Third-Party Products and Services**

**"Third-Party Applications"** means any online, web-based, mobile, and offline applications or other software products or services that are (i) provided by third parties and (ii) access or interoperate with the Services provided to the Customer. Any acquisition by the Customer of third-party products or services, including but not limited to Third-Party Applications and implementation, customization, and other consulting services, and any exchange of data between the Customer and any third-party provider, is solely between the Customer and the applicable third-party provider. Lift Relations does not warrant or support third-party products or services, except as expressly specified in an Order Form. If the Customer installs or enables Third-Party Applications for use with the Services, the Customer acknowledges that Lift Relations may allow providers of those Third-Party Applications to access the Customer Data as required for the interoperation of such Third-Party Applications with the Services. Lift Relations shall not be responsible for any disclosure, modification, or deletion of the Customer Data resulting from any such access by Third-Party Application providers.

### **4. Fees and Payment**

**Fees.** The Customer shall pay Lift Relations all fees set forth in the Order Form(s). All fees paid are non-refundable and payment obligations are non-cancelable. If no payment schedule is specified for any fees, the entire amount shall be payable after Lift Relations issues the Customer an appropriate invoice. Any unused features, services, or quantity of users included in the then-current subscription term cannot be refunded or transferred to later subscription terms.

**Invoicing and Payment.** Unless otherwise specified in an Order Form, all fees for the delivery of the Services shall be paid before the start date of the subscription term. Any fees for additional services, subscription upgrades, or increasing the number of users agreed upon in writing by the Parties shall be paid before the start of the upgrade.

**Taxes.** All fees do not include any taxes, levies, duties, or similar governmental assessments (including without limitation value-added tax) (collectively "**Taxes**"). The Customer is responsible for paying all applicable Taxes, except those assessable against Lift Relations measured by its net income. If Lift Relations has the legal obligation to pay or collect Taxes for which the Customer is responsible under this section, Lift Relations will invoice the Customer, and the Customer agrees to pay such Taxes if so invoiced.

**Overdue Payments.** Overdue payment will accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower. If payment is 30 days or more overdue, Lift Relations reserves the right to suspend the provision of the Services until such payment has been fully made. Lift Relations will give the Customer at least 14 days prior notice that its account is overdue before suspending the Services to the Customer.

**Price Adjustments.** Lift Relations reserves the right to increase the fees for the Services at the commencement of any renewal term.



Such adjustments may be made to reflect (a) inflationary changes as measured by the Consumer Price Index (CPI) or similar economic markers, and (b) the ongoing development and introduction of new features or enhanced functionality within the Services. The maximum annual increase for the same Services shall not exceed five percent (5%) of the fees paid during the immediately preceding subscription term.

Lift Relations shall provide the Customer with written notice of any such price increase at least sixty (60) days prior to the end of the then-current subscription term.

If the Customer does not agree to the price increase, the Customer's sole remedy is to provide notice of non-renewal in accordance with Section 11. If no such notice of non-renewal is provided, the new fees shall apply automatically for the duration of the subsequent renewal term

## **5. Intellectual Property Rights**

Lift Relations owns and shall remain the sole owner of the Services and all software, content, materials, documents, code, works of authorship, programs, manuals, tools, user interfaces, deliverables, developments, processes, formulae, data, specifications, and inventions provided, created, owned, licensed, developed, authored or invented by Lift Relations (including its employees and contractors) prior to or independently of this Agreement, as well as all reproductions, corrections, modifications, enhancements, and improvements to the foregoing created by Lift Relations during the term of the Agreement; and all of such rights, titles, and interests in them shall remain vested with Lift Relations (collectively, "**Lift Relations Materials**"). Nothing in this Agreement shall grant to or confer upon the Customer expressly or by implication any rights to such Lift Relations Materials.

The Customer grants to Lift Relations a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by the Customer or its users relating to the operation of Lift Relations' services.

## **6. Data Protection**

The Customer acknowledges and agrees that Lift Relations will collect and process data and information in accordance with its published Privacy Policy (available at: <https://www.liftrelations.com/legal> ).

The Customer shall be solely responsible and liable for the legality, reliability, integrity, accuracy and quality of all data and information provided, uploaded, transmitted, or submitted to Lift Relations through the use of the Services by the Customer or its users (collectively, the "**Customer Data**").

Lift Relations will maintain appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data. However, the Customer acknowledges that it will be solely responsible for the maintenance and security of its own software and data. Lift Relations will have no liability for any loss or corruption of any such software or data however caused. In case of an observed breach of any of the Customer Data, Lift Relations will inform the Customer immediately.

To the extent that Lift Relations processes any personal data contained in the Customer Data on the Customer's behalf in the provision of the Services, Lift Relations will comply with all applicable data



protection laws including the EU General Data Protection Regulation 2016/679 in the processing of the Customer personal data.

## **7. Confidentiality**

“**Confidential Information**” means all confidential and proprietary information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to the terms and conditions of this Agreement and all Order Form (including pricing), business and marketing plans, technology and technical information, product designs, and business processes. The Services are deemed the Confidential Information of Lift Relations. However, Confidential Information does not include information which (and only to the extent that) the Receiving Party can establish through documentary evidence that such information: (i) was rightfully received without restrictions from third parties who owe no obligations of confidentiality to the Disclosing Party with respect to such information; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) was already publicly known at the time of disclosure or subsequently becomes publicly known through no breach by the Receiving Party of its obligations under this Section.

Each Party shall protect the confidentiality of the Confidential Information of the other Party. The Receiving Party shall only use the Disclosing Party’s Confidential Information for the purpose of this Agreement. Unless it becomes legally compelled to disclose any of the Confidential Information or any part thereof, the Receiving Party will not disclose such Confidential Information to any authorized third party without the Disclosing Party’s prior written consent.

## **8. Disclaimers**

EXCEPT AS EXPRESSLY PROVIDED DIRECTLY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIFT RELATIONS EXPRESSLY DISCLAIMS ALL WARRANTIES (INCLUDING IMPLIED AND STATUTORY WARRANTIES), INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LIFT RELATIONS DOES NOT WARRANT THAT THE PLATFORM OR THE SERVICES SHALL BE UNINTERRUPTED, ERROR-FREE, OR MEET THE CUSTOMER’S REQUIREMENTS. LIFT RELATIONS DOES NOT PROVIDE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, AND ALL OBLIGATIONS OR LIABILITIES FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, MAINTENANCE, OR PERFORMANCE OF THE PLATFORM OR THE SERVICES THEREOF. LIFT RELATIONS MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY SOFTWARE USED BY THE CUSTOMER IN CONNECTION WITH THE SERVICES. ANY INFORMATION, RESULTS, OR ADVICE PROVIDED BY LIFT RELATIONS TO THE CUSTOMER THROUGH THE SERVICES, ORALLY OR IN WRITING, SHALL NOT BE CONSTRUED AS A WARRANTY OR GUARANTEE OF ANY TYPE.

## **9. Mutual Indemnification**

**Indemnification by Lift Relations.** Lift Relations shall defend, indemnify and hold the Customer harmless from any finally awarded damages, attorneys’ fees, and judgments or settlements (“**Damages**”) arising from any claims, demands, suits, or proceedings made or brought by a third party (“**Claims**”) against the



Customer alleging that the purchased Services within the scope of this Agreement infringes the intellectual property rights of such third party. If Lift Relations receives information about an infringement Claim related to the Services, Lift Relations shall in its discretion and at no cost to the Customer (i) modify the Services so that they no longer infringe, (ii) obtain a license for the Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate the Customer's subscriptions for the Services upon 30 days written notice and refund the Customer any prepaid fees covering the remainder of the subscription term of the terminated subscriptions. Lift Relations shall have no obligation to indemnify or defend the Customer to the extent any Claim arises from the Customer's use of any third-party provider's services or the Customer's use of the Services in breach of this Agreement.

**Indemnification by the Customer.** The Customer shall defend, indemnify and hold Lift Relations harmless from any Damages arising from any Claims by a third party against Lift Relations arising from or related to (a) the Customer's use of the Services in violation of applicable law or this Agreement; (b) Customer Data or the Customer's use of Customer Data with the Services or any other software or materials provided by the Customer that infringes the intellectual property rights of a third party; and (c) gross negligence or willful misconduct by the Customer, and will indemnify Lift Relations from any damage or judgments finally awarded against Lift Relations incurred in connection with a Claim.

**Indemnification Procedure.** The indemnified Party shall: (a) promptly notify the indemnifying Party in writing of the applicable Claim for which indemnification is sought; provided that failure to notify shall not relieve a Party of its indemnification obligations unless the indemnifying Party has been materially prejudiced thereby; (b) give the indemnifying Party sole control of the defense and settlement of the Claim (except that the indemnifying Party may not settle a Claim unless it unconditionally releases the indemnified Party of all liability); and (c) provide the indemnifying Party with all reasonable assistance, at the indemnifying Party's expense.

**Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of Claims described in this section.

#### **10. Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LIFT RELATIONS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER, IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, IN RELATION TO COSTS FOR ANY AND ALL CLAIMS EXCEED THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COMPENSATORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGE FOR LOSS OF CUSTOMER DATA, REVENUE, PROFITS OR GOODWILL), WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.



## **11. Term and Termination**

**Term.** The term of each subscription will be specified in the applicable Order Form. Except as otherwise specified in an Order Form, the subscription term will be twelve (12) months and subscriptions are non-cancelable during a subscription term. After the initial term, subscriptions will automatically renew for twelve (12) months every year unless either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

**Termination for Breach.** Either Party may terminate this Agreement upon written notice to the other Party in the event that the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notice of such breach, if curable. If the Customer terminates this Agreement under this section, Lift Relations shall refund the Customer any prepaid fees covering the remainder of the subscription term after the effective date of termination. If Lift Relations terminates this Agreement under this section, the Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve the Customer of the obligation to pay any fees accrued or payable to Lift Relations prior to the effective date of termination.

**Effects of Termination.** Upon expiration or termination of this Agreement, the Customer's rights to use the Services and access the Platform will be automatically terminated. The Customer shall prepare any needed backups or copies of data before its access to the Platform is shut down.

**Surviving Provisions.** The sections titled "Fees and Payment," "Intellectual Property Rights," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Termination for Breach," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

## **12. Marketing and Communication Consent**

By agreeing to these Terms and Conditions, the Customer grants Lift Relations the right to use the Customer's name, logo, and trademarks solely for marketing and promotional purposes. This includes, but is not limited to, displaying the Customer's name and logo on Lift Relations' website, presentations, and other marketing materials.

If the Customer wishes to revoke this permission, they may do so by providing written notice to Lift Relations. Upon receipt of such notice, Lift Relations will remove references to the Customer from its marketing materials within a commercially reasonable timeframe.

By subscribing to the platform, the Customer agrees that Lift Relations may, at its discretion, send communications regarding product updates, and other content related to the services and products offered. These communications may be delivered through email, in-app notifications, or other communication channels available through the platform.

The Customer acknowledges that receiving such communications is a part of the services provided.

This consent applies to any authorized representatives of the Customer who have been granted access to the platform.

### **13. General Provisions**

**Independent Contractor.** Lift Relations and the Customer are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

**Severability.** If any provision of this Agreement is held to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

**Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding on the Parties and their respective successor and permitted assigns.

**Force Majeure.** Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement (other than its obligation to pay amounts due hereunder) resulting from any cause beyond the reasonable control of such Party, including, without limitation, fire, flood, hurricane, earthquake, other elements of nature or acts of God, acts of war, acts of a public enemy, acts of a nation or any state, territory, province or other political division, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, pandemics, theft, quarantine restrictions, freight embargoes, and telecommunication or internet outages (each, a "**Force Majeure Event**"); provided that the Party affected shall give prompt notice of any such cause to the other Party.

**Notice.** Except as otherwise specified in this Agreement, all notices under this Agreement will be in writing delivered by prepaid registered mail to the address set out in the Order Form or by email. E-mail notices to Lift Relations regarding disputes and claims must be sent to [legal@lift.ai](mailto:legal@lift.ai).

### **14. Governing Law and Jurisdiction**

This Agreement shall be exclusively governed by and construed in accordance with the laws of Denmark without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods is excluded. The courts located in Copenhagen City shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of or in connection with this agreement that cannot be settled amicably.

### **15. Amendment**

Lift Relations reserves the right, at its sole discretion, to amend these T&C from time to time due to changes in business, applicable laws, or other valid reasons. The amendments to the T&C will be effective upon posting an updated version on the website; provided that the amendments are material, Lift Relations will notify the Customer about proposed changes to the T&C via email thirty (30) days before the amendments go into effect. By continuing to access or use the Services, the Customer agrees to be bound by the revised T&C. Except for the aforementioned amendment, no other modification, amendment, or supplement of any provision of this Agreement shall be effective unless agreed upon in writing by the Parties.