

# Amurabi Terms and Conditions

Last updated: January 5, 2024

## Welcome to the Amurabi Terms & Conditions.

Reading these “T&Cs” is one of the first important steps toward our collaboration and making the law more accessible to everyone. Just like we help make client legal documents more accessible, we walk the talk with our own documents - you won’t find any legalese or jargon here.

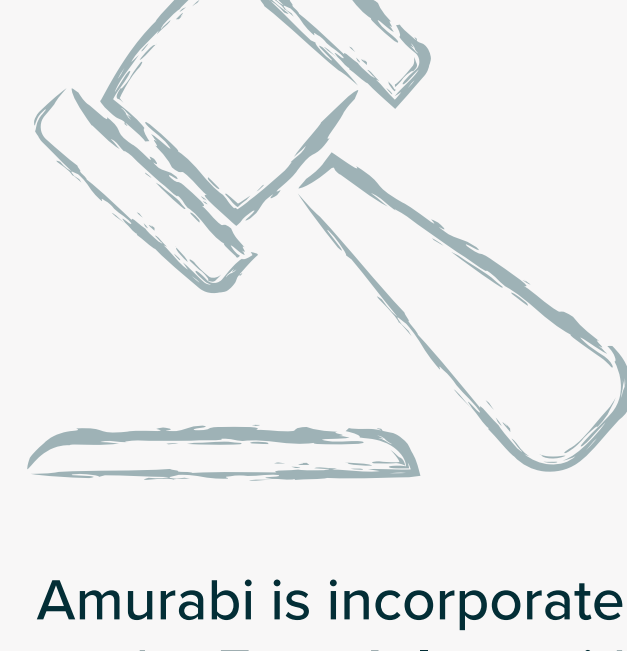
These T&Cs apply to all services provided by Amurabi S.A.S. (“We”, “Us”, “Our”) to its clients (“You”, “Your”), defining and guiding Our work and collaboration with You. In addition, because each project is unique, We will agree with You on specific details in a separate **Letter of Engagement**.



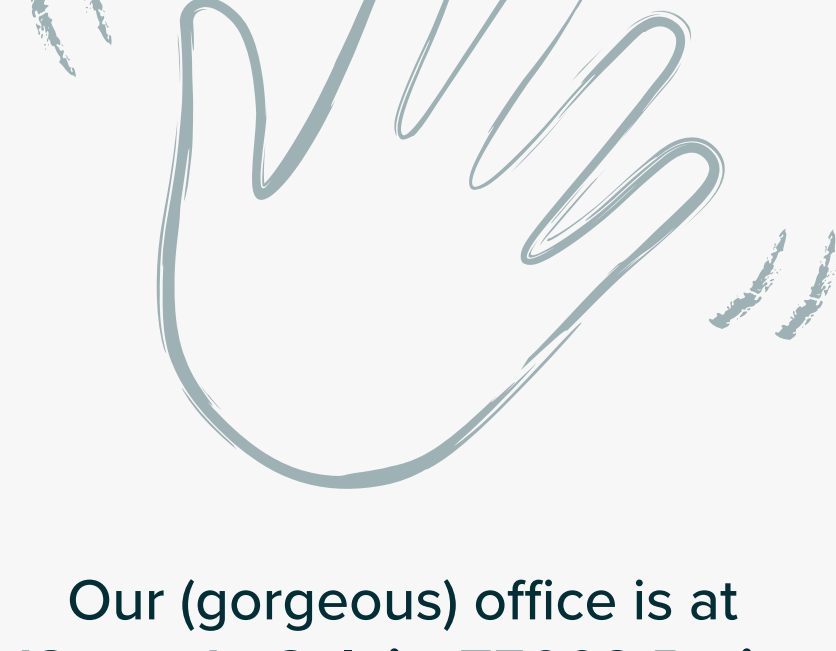
Your project will be defined in a separate **Letter of Engagement**, which will take precedence over these T&Cs if there are any conflicting terms.

Don’t forget to also check out Our **Client Privacy Notice**, which explains how We handle Your personal data as a client when collaborating on a project.

## Who We are



Amurabi is incorporated under **French law**, with Our registered seat (official address) at **59 rue de Ponthieu, 75008 Paris**.



Our (gorgeous) office is at **18 rue de Calais, 75009 Paris**, if You ever want to come say hello.



We are in the Paris company registry under number **838 983 385**, and officially represented by our Founder and CEO, **Marie Potel-Saville**.

## What We do

Amurabi is a **legal innovation studio that makes the law more accessible for its users**.

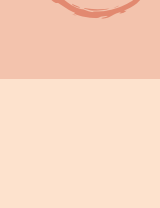
**How do We do this?** By turning complex legal language and documents into clear and user-friendly tools, providing legal design training, leveraging technology to enhance legal processes, fighting dark patterns online, and much more.



We work to **bridge the gap between the law and its users** in all of Our projects.

It’s very important to note that **We are not a law firm and We do not provide legal advice**. None of Our work, communications, or deliverables can be considered as such.

**What does this mean in practice?** We change the phrasing of a legal document into plain language and maintain the same legal meaning and scope, but You are responsible for the text itself and any changes to its content or meaning. Because of this, if You want to change the text of Your legal documents during a project with Us, You must communicate these changes in writing.



We make the law more accessible through Your project(s), but **We are not Your lawyers**.

**We personally tailor Our services to fit each client’s needs based on the information, instructions, and documentation You share with Us for each project.**

This means that Our services and deliverables are intended solely for the purpose(s) and to be used in the manner(s) You agree to with Amurabi in the Letter of Engagement for each project. You cannot use or rely on Amurabi’s services and deliverables in any other manner or for any other purpose.



We do Our best to make sure each project fits Your needs, so **Our deliverables are only meant for the purposes and uses You hire Us for**.

**We work hard to provide You with the best possible services and deliverables, and sincerely hope You will be happy with Our work.**

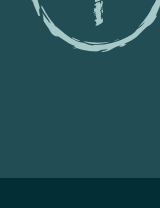
If, despite Our best efforts, You have a complaint against Us based on the services We perform for You, just let Us know in writing **no later than 30 days after receiving the relevant service or deliverable**. We will do Our best to reasonably resolve the issue with You after receiving any complaint within this time period.

If We don’t receive written notice within the 30-day period, any related claims will be waived.

## Fees, costs, and payment

**We put in extra effort to work with fixed fees based on the specific characteristics of each project.** The quoted fixed-fee is meant to cover full completion of Your project under normal conditions and based on the details provided in the Letter of Engagement.

**Good news:** We do not charge hourly or daily rates unless You require additional work beyond what’s agreed to in the Letter of Engagement. And because We get to work on a project right away, payment is due in full for any launched project, even if You decide to cancel or stop the project after it begins.



We do everything We can to complete Your project for a fair and transparent fixed amount. **No hidden costs, no surprises.**

**It’s possible that We incur out-of-pocket expenses while completing Your project, such as travel costs.**

If out-of-pocket expenses are required, **We will agree with You on the amount You are responsible for before incurring any expenses**. Once You have agreed, We will invoice You for these expenses in addition to the fixed fees.



We will only take on out-of-pocket costs **when absolutely necessary** to complete Your project and **after You have agreed**.

**Our fees and costs are payable when You receive the invoice(s).**

**We will add the appropriate taxes to Our fees** based on the relevant tax regulations that apply to Our relationship with You, such as the value added tax (VAT) for payments made in Euros.

**Unpaid but overdue invoices will be subject to penalty interest based on the legal interest rate defined by French law until they are paid.**

## Intellectual Property Rights

We are proud of Our work and methodology, so **We own all intellectual property rights attached and related to the deliverables, documents, and any other content We produce for You.**

We grant You an **indefinite, royalty-free, and worldwide licence** to use the deliverables We create for You.



You can use Our deliverables freely for their intended purpose, but **We keep all IP rights to anything We create**.

## Limitation of Liability

**We do Our best to provide services with the greatest possible professional care and to make Our clients happy with every project.**

In the unlikely event Our services cause direct damage to You, Our total, maximum legal responsibility or liability for any loss or damage caused to You during or related to a project, including the liability of Our executives and personnel, is **limited to the amount of Our fees for the relevant project**.

To be clear, **We are only liable for direct damages caused to You by Our services**. We are not liable for any incidental, consequential, or other indirect losses or damages, such as lost profits or goodwill.



Our liability is limited to direct damages and capped at the amount of Our fees for the relevant project.

**We will reduce our liability to You by any amounts You receive as compensation for the damage or loss incurred by You from any insurance coverage or through any other contract You are a part of.**

Regardless of the type of damage or loss, **We are not liable for any loss or damages resulting from You using Our services or deliverables** for any purpose or in any manner that was not agreed to in the Letter of Engagement.

Similarly, the services We perform for You are for You alone. We are not liable for any loss or damages resulting from Our deliverables being used by any third party. We are also not liable if a third party suffers loss or damages for any reason.



We are not liable if You use Our deliverables for purposes We do not agree to, or if any third-party uses what We create for You.

## Governing law and dispute resolution

**The relationship between You and Amurabi is subject to French law.** We sincerely hope there won’t be any disputes related to these T&Cs and our work together, and We will do Our best to avoid this and keep Our clients happy. But if any dispute related to these T&Cs comes up, it will be subject to the courts of Paris.



Our contract(s) with You will be subject to **French law and Paris courts**.

On this note, if any part of these T&Cs is found to be unenforceable, **all other terms will continue to apply as if nothing had changed.**

## Insurance

As of the date these T&Cs were last updated (see the very top of the T&Cs), **Our professional liability insurance provider is:**

**AXA France IARD S.A.**  
Terrasses de l’Arche  
92000 Nanterre  
**Contract number: 10230640304**

**“amurabi**

legal innovation by design