

## Smarter Drafter - LEAP Terms of Use: Published 1<sup>st</sup> December 2023

The terms and conditions on this page form part of our [Usage Terms](#).

You should also review the [LEAP Terms of Use](#).

These terms and conditions ("LEAP Integration Terms") govern your use of the optional integration that connects Smarter Drafter to LEAP ("LEAP Integration"). By using the LEAP Integration, you agree to be bound by these LEAP Integration Terms. If you do not agree with any part of these LEAP Integration Terms, please do not proceed with the LEAP Integration.

### LEAP Integration Description and Purpose

The LEAP Integration is designed to integrate Smarter Drafter's document automation software with LEAP's legal practice management software, for enhanced functionality and seamless workflow.

By utilising the LEAP Integration, you acknowledge that you have an active subscription or licence for both Smarter Drafter and LEAP and that you have the necessary permissions to connect and access both systems.

### Limitations and Exclusions

The LEAP Integration is provided on an "as-is" and "as available" basis. While every effort is made to ensure the reliability and accuracy of the integration, neither Smarter Drafter nor LEAP guarantees uninterrupted or error-free operation of the LEAP Integration. Any reliance you place on the LEAP.

### Integration is at your own risk.

Smarter Drafter and LEAP shall not be liable for any loss, damage, or liabilities arising from the use of the LEAP Integration, including but not limited to data corruption, data loss, or any incompatibility issues that may arise between Smarter Drafter and LEAP. By using the LEAP Integration, you expressly waive and release any claims or liability, whether known or unknown, against Smarter Drafter and LEAP in respect of the integration.

### Data Privacy and Security

Smarter Drafter takes data privacy and security seriously. When using the LEAP Integration, both Smarter Drafter and LEAP may have access to certain personal and confidential information. Smarter Drafter will handle such information in accordance with its [Privacy Policy](#).

You understand and acknowledge that the integration between Smarter Drafter and LEAP may involve the transfer of data between the two systems. Smarter Drafter will take reasonable measures to ensure the security and integrity of data during the transfer process.

It is your responsibility to comply with all applicable privacy and data protection laws and regulations when using the LEAP Integration, including obtaining any necessary consents or permissions from individuals whose data may be processed or transferred.

### **LEAP's Terms and Conditions and Privacy Policy**

You acknowledge and agree that your use of the LEAP Integration does not alter or modify your obligations under LEAP's own terms and conditions and privacy policy, which apply separately. You remain bound by and must comply with LEAP's terms and conditions and privacy policy while using the LEAP Integration.

### **Access to APIs**

By using the LEAP Integration, you acknowledge and agree that you are not granted any access to the LEAP or Smarter Drafter APIs beyond those included in the integration at the discretion of LEAP and Smarter Drafter. Any additional access to APIs or development tools must be separately obtained and approved by LEAP and Smarter Drafter.

### **Support and Maintenance**

Smarter Drafter will provide reasonable technical support and assistance regarding the LEAP Integration. Support may be available through email, online documentation, or a designated support portal. The availability and scope of support may vary based on your subscription plan.

Smarter Drafter reserves the right to modify, suspend, or discontinue the LEAP Integration, or any part thereof, at any time without prior notice. In such cases, Smarter Drafter will make reasonable efforts to provide advance notice and may offer alternative solutions at its discretion, if applicable.

### **Intellectual Property Rights**

All intellectual property rights, including copyrights and trademarks, related to the LEAP Integration and its associated documentation, remain the exclusive property of Smarter Drafter or LEAP respectively. These LEAP Integration Terms do not grant you any ownership rights or licences in connection with the LEAP Integration, except for the limited right to use it in accordance with these terms and conditions.

### **Termination**

You may terminate your use of the LEAP Integration at any time by providing written notice to Smarter Drafter.

Smarter Drafter may suspend or terminate your access to the LEAP Integration immediately and without prior notice if you violate these LEAP Integration Terms or our other Usage Terms, or if continued use of the LEAP Integration poses a risk to the security, integrity, or functionality of the LEAP or Smarter Drafter systems.

### **Modifications to these LEAP Integration Terms**

Smarter Drafter reserves the right to modify or update these LEAP Integration Terms from time to time. Any changes to these terms will be effective upon posting the revised version on the Smarter Drafter website or the LEAP app marketplace, or by providing you with notice of the modifications. Your continued use of the LEAP Integration after any such changes constitutes your acceptance of the revised terms and conditions.

### **Governing Law and Jurisdiction**

These LEAP Integration Terms shall be governed by and construed in accordance with the laws of New South Wales, Australia. Any dispute arising out of or in connection with these LEAP Integration Terms shall be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.