

Terms of Service

Casero Ltd

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Registered Address: 18 Stonepail Close, Gatley, Cheadle, England, SK8 4HX

Contact: moeed.chughtai15@gmail.com

PLEASE READ THESE TERMS CAREFULLY BEFORE CREATING AN ACCOUNT OR USING THE SERVICE. By clicking "I agree", creating an account, or otherwise accessing or using the Casero platform, you confirm that you have read, understood, and agree to be bound by these Terms of Service ("Terms") and all policies incorporated by reference, including Casero's Privacy Policy and Artificial Intelligence Policy.

If you are accepting these Terms on behalf of a law firm or other organisation, you represent and warrant that you have authority to bind that organisation to these Terms. In that case, "you" and "your" refer to that organisation. If you do not have that authority, or if you do not agree to these Terms, you must not use the Service.

Where you have entered into a separate Master Subscription Agreement (MSA) with Casero Ltd, the MSA shall govern your use of the Service to the extent of any conflict with these Terms.

1. Definitions

In these Terms, the following words and expressions have the meanings set out below.

"Account" means the account created by you to access and use the Service.

"API" means the application programming interface made available by Casero that allows authorised developers and firms to access certain Service functionality programmatically.

"API Key" means the unique authentication credential issued to you to access the API.

"Authorised User" means an individual employee, contractor, or agent of yours who is permitted to access and use the Service under your Account.

"Business Day" means any day that is not a Saturday, Sunday, or public holiday in England and Wales.

"Casero", "we", "us", "our" means Casero Ltd, a company registered in England and Wales, with its registered office at 18 Stonepail Close, Gatley, Cheadle, England, SK8 4HX.

"Customer Data" means all data, documents, files, emails, and other content that you or your Authorised Users upload, submit, or otherwise provide to the Service.

"Documentation" means the user guides, technical documentation, API reference materials, and other supporting materials made available by Casero for the Service, as updated from time to time.

"Free Trial" means a limited, time-bound period during which you may access a designated set of Service features at no charge, as described in Section 5.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, database rights, trade marks and service marks, trade names and domain names, rights in get-up and trade dress, goodwill, rights in designs, rights in computer software, rights in confidential information, and all other intellectual property rights, whether registered or unregistered.

"Legal Library" means the centralised repository within the Service containing legislation, case law, regulations, practice directions, and firm-specific documents maintained by Casero and supplemented by Customer-uploaded materials.

"MSA" means a Master Subscription Agreement separately negotiated and executed between Casero and a subscribing firm.

"Service" means the Casero AI-powered legal matter intelligence platform and all features, modules, APIs, updates, and enhancements made available to you pursuant to these Terms, as further described in Section 3.

"Subscription" means a paid subscription to the Service at the tier specified in the applicable Order Form or checkout process.

"Term" means the period during which these Terms are in force between you and Casero, as described in Section 13.

"UK GDPR" means the UK General Data Protection Regulation as retained in UK law by section 3 of the European Union (Withdrawal) Act 2018.

2. Acceptance of Terms

These Terms constitute a legally binding agreement between you and Casero. You accept these Terms by:

- clicking "I agree", "Accept", or any equivalent button or checkbox presented during the account registration or sign-in process;
- creating an Account on the Casero platform;
- accessing or using the Service in any way, including during a Free Trial; or
- authorising an Authorised User to do any of the above on your behalf.

If you do not agree to these Terms, you must immediately cease using the Service and close your Account. Your continued use of the Service after any update to these Terms constitutes acceptance of the updated Terms, subject to the notice provisions in Section 17.

These Terms apply to all tiers of the Service, including Free Trial access, unless expressly stated otherwise. Additional terms applicable to specific features (such as the API) are set out in the relevant sections of these Terms and are incorporated by reference.

3. The Service

3.1 Description

Casero provides an AI-powered legal matter intelligence platform that ingests legal matter documents, emails, and notes and structures them into a living knowledge layer — surfacing key facts, deadlines, risks, and past matter precedents to assist qualified legal professionals in managing their matters more effectively. The Service is described in further detail in the Documentation.

3.2 Service Tiers

The Service is offered at the following tiers, as further described in the Documentation and on the applicable Order Form:

Tier	Description
Free Trial	Time-limited access to a designated subset of Service features at no charge. See Section 5 for full Free Trial terms.
Base	Matter intelligence and search features for up to the number of User Seats specified in the Order Form.
Premium	Base features plus deadline tracking, risk detection, and live matter state.
Pro	Premium features plus third-party integrations (iManage, NetDocuments, Clio), firm-wide controls, and cross-matter analytics.

3.3 Service Modifications

Casero reserves the right to modify, update, enhance, or discontinue any feature or functionality of the Service at any time, provided that:

- Casero will give you not less than 30 days' prior written notice of any modification that materially reduces the functionality of your subscribed tier; and
- Casero will not materially reduce the core functionality of your subscribed tier without your prior written consent or the right to terminate as provided in Section 13.4.

3.4 Service Availability

Casero will use commercially reasonable endeavours to make the Service available 24 hours a day, 7 days a week. However, the Service may be unavailable from time to time due to planned maintenance (for which Casero will give reasonable advance notice), emergency maintenance, or circumstances beyond Casero's reasonable control. Casero does not warrant uninterrupted or error-free availability of the Service. Where you have an MSA incorporating a Service Level Agreement, the availability commitments in that SLA shall apply.

3.5 Not Legal Advice

The Service is a tool to assist qualified legal professionals. Nothing in the Service, including any AI-generated output, constitutes legal advice. Casero is not a law firm and does not practise law. All AI-generated outputs must be reviewed and verified by a qualified solicitor or other appropriately qualified legal professional before being acted upon. See Casero's AI Policy for full details of the human oversight requirement.

4. Account Registration and Security

4.1 Registration Requirements

To access the Service, you must create an Account. You agree to:

- provide accurate, current, and complete information during the registration process;
- maintain and promptly update your Account information to keep it accurate, current, and complete;
- register using a legitimate work email address associated with your law firm or organisation — personal email addresses are not permitted for paid Subscriptions;
- ensure that each Authorised User creates their own individual credentials and does not share login details with any other person; and
- notify Casero immediately at moeed.chughtai15@gmail.com if you become aware of any unauthorised access to or use of your Account.

4.2 Account Security

You are responsible for maintaining the confidentiality of your Account credentials and for all activity that occurs under your Account. Casero strongly recommends enabling multi-factor authentication where offered. Casero will not be liable for any loss or damage arising from your failure to maintain adequate security over your Account credentials, except to the extent caused by Casero's own acts or omissions.

4.3 Eligibility

The Service is intended exclusively for use by legal professionals and firm personnel aged 18 or over. By creating an Account, you represent and warrant that you are at least 18 years old and that you are using the Service in a professional capacity in connection with legal practice activities. Casero reserves the right to refuse registration or terminate an Account where these eligibility requirements are not met.

4.4 Account Administration

If you are registering on behalf of a law firm, the person completing registration will be treated as the firm's account administrator and will have the ability to add and remove Authorised Users, manage billing, and configure firm-level settings. The account administrator is responsible for ensuring that all Authorised Users comply with these Terms.

5. Free Trial

5.1 Free Trial Access

Casero may offer a Free Trial to new users. The Free Trial provides access to a designated subset of Service features for a limited period specified at sign-up (the "Trial Period"). Free Trial access is subject to these Terms, including all acceptable use and data governance provisions.

5.2 Free Trial Limitations

During the Free Trial:

- access is limited to the features and usage limits designated by Casero for the Free Trial tier, as described at sign-up;
- Casero does not guarantee the availability, completeness, or accuracy of features during the Free Trial, which may be subject to change without notice;
- Customer Data uploaded during the Free Trial is subject to the same confidentiality and data governance protections as paid Subscription data;
- Casero reserves the right to modify or terminate Free Trial access at any time, with or without notice, at its sole discretion; and
- Free Trial access may not be used for production matters where AI outputs will be acted upon without independent professional review — the Free Trial is for evaluation purposes only.

5.3 Conversion to Paid Subscription

At the end of the Trial Period, access to Free Trial features will cease unless you elect to convert to a paid Subscription by providing payment details and selecting a subscription tier. Casero may contact you during the Trial Period to facilitate conversion. Casero does not automatically charge you at the end of the Free Trial without your express action to subscribe.

5.4 Free Trial Data

Customer Data uploaded during the Free Trial will be retained for a period of 30 days following the end of the Trial Period to allow you to export it if you do not convert to a paid Subscription. After this

30-day period, all Free Trial Customer Data will be permanently deleted. Casero will notify you before deletion takes place.

5.5 One Trial Per Organisation

Free Trial access is available once per organisation. Casero reserves the right to refuse or terminate Free Trial access where it reasonably believes that an organisation is attempting to circumvent this limitation by registering multiple accounts.

6. Subscriptions and Payment

6.1 Subscription

Following the Free Trial (or directly where no Free Trial is offered), access to the full Service requires a paid Subscription. Subscription terms, pricing, User Seat limits, and billing cycles are as specified in the applicable Order Form or checkout process. By completing the checkout process, you agree to pay the Fees specified.

6.2 Fees and Billing

Fees are payable in advance, either monthly or annually as selected at checkout. All Fees are stated exclusive of VAT, which will be added at the applicable rate where required by law. Casero issues invoices electronically to the billing contact email specified in your Account.

6.3 Payment Methods

Payment is processed by Stripe, Inc. on Casero's behalf. By providing payment details, you authorise Casero (through Stripe) to charge the applicable Fees to your nominated payment method on each billing date. Casero does not store your payment card details — all payment data is held by Stripe in accordance with PCI-DSS Level 1 standards.

6.4 Late Payment

If payment is not received by the due date, Casero reserves the right to suspend your access to the Service on ten (10) Business Days' written notice. Interest may accrue on overdue amounts at the rate of 4% per annum above the Bank of England base rate. Casero's right to suspend for non-payment does not limit any other rights or remedies available to it.

6.5 Price Changes

Casero may change its Fees on not less than 90 days' written notice. If you do not accept a Fee change, you may terminate your Subscription before the new Fees take effect, in which case no early termination fee will apply. Continued use of the Service after the effective date of the change constitutes acceptance of the new Fees.

6.6 Refunds

All Fees are non-refundable except:

- where Casero terminates the Service for convenience under Section 13.5, in which case a pro-rated refund of prepaid Fees for the unexpired period will be issued;
- where required by applicable consumer protection law; or
- at Casero's sole discretion in exceptional circumstances.

6.7 Taxes

You are responsible for all taxes, duties, and levies applicable to your Subscription in your jurisdiction, other than taxes on Casero's income. Where Casero is required to collect VAT, it will issue a valid VAT invoice.

7. Acceptable Use

7.1 Permitted Use

You may use the Service solely for lawful legal practice activities carried out by your firm's Authorised Users, in accordance with these Terms, Casero's AI Policy, and all applicable laws and professional regulations.

7.2 Prohibited Conduct

You must not, and must ensure that your Authorised Users do not:

- **Misuse the platform:** use the Service for any purpose other than your firm's legitimate legal practice activities, or in any manner that violates applicable law or professional regulations.
- **Share access:** share Account credentials with individuals who are not Authorised Users, or allow more concurrent users than the number of User Seats purchased.
- **Reverse engineer:** attempt to decompile, disassemble, reverse-engineer, or otherwise derive source code from any part of the Service, except to the extent expressly permitted by applicable law.
- **Interfere with the platform:** introduce viruses, malware, or other harmful code; conduct denial-of-service attacks; attempt to gain unauthorised access to any part of the Service or its infrastructure; or use automated tools to scrape, crawl, or systematically extract data from the Service without Casero's written consent.
- **Circumvent AI safeguards:** attempt to reverse-engineer, probe, or circumvent the AI models underlying the Service, including through adversarial prompting, prompt injection, or systematic extraction of model outputs.
- **Upload unlawful content:** upload Customer Data that you do not have the right to process, that infringes a third party's intellectual property rights, or that contains malware, illegal content, or material that violates applicable law.
- **Misrepresent AI outputs:** present AI-generated outputs as the product of independent legal research or unaided professional judgement without appropriate disclosure, where such disclosure is required by applicable professional rules.
- **Resell or sublicense:** resell, sublicense, or otherwise make the Service available to third parties outside your firm without Casero's prior written consent.
- **Competitive use:** use the Service to develop a competing product or service, or to benchmark the Service for competitive intelligence purposes without Casero's prior written consent.

7.3 Consequences of Breach

Casero reserves the right to suspend or terminate your access to the Service, with immediate effect and without liability to you, if Casero reasonably believes you or any Authorised User has materially breached Section 7.2. Casero will give you notice of suspension where it is safe to do so. Suspension does not relieve you of your obligation to pay outstanding Fees.

8. Customer Data and Uploads

8.1 Your Ownership of Customer Data

As between you and Casero, you retain all Intellectual Property Rights in your Customer Data. Nothing in these Terms transfers ownership of your Customer Data to Casero.

8.2 Licence to Process Customer Data

You grant Casero a limited, non-exclusive, royalty-free licence to access, copy, store, transmit, and process Customer Data solely to the extent necessary to provide the Service to you during the Term. This licence does not extend to using Customer Data for any other purpose, including training AI models. This licence terminates on expiry or termination of your Subscription, subject to Casero's data retention obligations.

8.3 Your Responsibilities for Customer Data

You are solely responsible for your Customer Data. You represent and warrant that:

- you have all rights, licences, consents, and permissions necessary to upload and process the Customer Data through the Service, including in respect of personal data relating to clients, opposing parties, witnesses, and other third parties;
- the Customer Data does not infringe any third party's Intellectual Property Rights, privacy rights, or other legal rights;
- the Customer Data does not contain any content that is unlawful, defamatory, fraudulent, or in violation of applicable professional obligations; and
- your upload and processing of the Customer Data through the Service complies with all applicable data protection legislation, including the UK GDPR, and with your professional obligations to clients in respect of confidentiality and legal professional privilege.

8.4 No AI Training on Customer Data

Casero will not use your Customer Data to train, fine-tune, or improve any AI model — whether operated by Casero, Microsoft, or any other third party. Customer Data processed through the AI inference engine is processed transiently for the purpose of returning outputs and is not retained by any model provider beyond the duration of the API call. This commitment is set out in full in Casero's AI Policy.

8.5 Sensitive and Privileged Material

You are responsible for determining what Customer Data you upload to the Service. Where a matter contains particularly sensitive personal data (such as health data, biometric data, or data relating to criminal proceedings) or legally privileged material, you should consider whether additional access controls, redaction, or other protective measures are appropriate before uploading the relevant

documents. Casero processes all Customer Data as instructed and does not make independent assessments of the sensitivity or privilege status of uploaded content.

8.6 Data Portability and Deletion

On written request, Casero will provide you with a machine-readable export of your Customer Data within 30 days of the request. On expiry or termination of your Subscription, Casero will make an export available for 30 days and will permanently delete all Customer Data within 90 days of the termination date, unless required by applicable law to retain it for longer. See the Privacy Policy for full data retention details.

9. API Access

9.1 API Availability

Casero makes an API available to Authorised Users on the Pro tier (and to other tiers where expressly agreed in writing) to enable programmatic access to certain Service functionality. Access to the API is subject to these Terms, the API Documentation, and any additional API-specific terms communicated by Casero from time to time.

9.2 API Keys

Casero will issue you with one or more API Keys to authenticate your API requests. You are responsible for:

- keeping your API Keys confidential and not sharing them with any person or system outside your organisation;
- rotating your API Keys promptly if you believe they have been compromised;
- ensuring that all applications and systems that use your API Keys do so in accordance with these Terms and the API Documentation; and
- notifying Casero immediately at moeed.chughtai15@gmail.com if you believe an API Key has been unauthorised accessed or used.

Casero reserves the right to revoke an API Key immediately if it reasonably believes the Key is being used in breach of these Terms or in a manner that poses a security risk to the Service or other customers.

9.3 API Rate Limits and Fair Use

API access is subject to rate limits as specified in the API Documentation. Casero reserves the right to throttle or suspend API access where usage exceeds applicable rate limits or where Casero reasonably believes that API usage is degrading the performance of the Service for other users. Casero will give reasonable notice before implementing new or reduced rate limits, except where immediate action is required to protect the integrity of the Service.

9.4 Permitted API Use

You may use the API only to:

- integrate Service functionality into your firm's own internal systems and workflows for your firm's legitimate legal practice purposes;
- automate permitted tasks within the Service on behalf of your Authorised Users; and
- access and retrieve your own Customer Data and AI-generated outputs for use within your firm.

9.5 Prohibited API Use

You must not use the API to:

- build or operate a product or service that competes with Casero or that resells access to the Service's AI capabilities to third parties;
- access, extract, or copy data belonging to any other firm or user;
- systematically extract AI outputs for the purpose of training a competing AI model;
- circumvent the Service's access controls, security measures, or acceptable use restrictions; or
- exceed your allocated rate limits through automated means or by using multiple API Keys assigned to different accounts.

9.6 API Changes and Deprecation

Casero reserves the right to modify, version, or deprecate API endpoints. Casero will give not less than 90 days' notice before deprecating an API endpoint that is in active use, except where immediate deprecation is required for security or legal compliance reasons. Casero publishes API version change logs in the API Documentation.

9.7 No API Warranty

The API is provided on an "as is" basis. Casero does not warrant that the API will be uninterrupted, error-free, or that it will meet your specific integration requirements. You are responsible for the development, testing, and maintenance of any integration you build using the API.

10. Intellectual Property Rights

10.1 Casero's Intellectual Property

All Intellectual Property Rights in the Service, the Documentation, the Legal Library (to the extent it contains Casero-created or Casero-licensed content), the API, and all modifications, updates, and enhancements thereto are and shall remain the exclusive property of Casero or its licensors. These Terms do not transfer any Intellectual Property Rights in the Service or Documentation to you.

10.2 Licence to Use the Service

Subject to your compliance with these Terms and payment of applicable Fees, Casero grants you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Service and Documentation during the Term solely for your firm's internal legal practice purposes and in accordance with these Terms.

10.3 Feedback

If you provide Casero with suggestions, ideas, enhancement requests, or other feedback relating to the Service ("Feedback"), you grant Casero a perpetual, irrevocable, worldwide, royalty-free licence to use and incorporate such Feedback into the Service without restriction or obligation to you. You waive any moral rights in Feedback to the extent permitted by applicable law.

10.4 Trade Marks

"Casero" and associated logos and marks are trade marks of Casero Ltd. Nothing in these Terms grants you any right to use Casero's trade marks, trade names, or branding without Casero's prior written consent.

10.5 Third-Party Content in the Legal Library

The Legal Library contains third-party materials including legislation, case law, and regulations. Such materials are included under applicable open licence terms or Crown Copyright provisions and are used for the purpose of grounding AI outputs. Casero does not warrant the completeness, currency, or accuracy of third-party content in the Legal Library and is not responsible for errors in underlying third-party source materials.

11. Confidentiality

Each party may have access to the other's confidential information in connection with the Service. "Confidential Information" means any information disclosed by one party to the other that is designated as confidential, or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

Each party agrees to:

- keep the other's Confidential Information strictly confidential and not to disclose it to any third party without prior written consent, except to employees, contractors, and advisers who need to know it and who are bound by equivalent obligations of confidentiality;
- use the other's Confidential Information only for the purposes of performing obligations or exercising rights under these Terms; and
- protect the other's Confidential Information using at least the same degree of care as it uses to protect its own confidential information, and in no event less than reasonable care.

These obligations do not apply to information that is or becomes publicly known through no fault of the receiving party, was already known to the receiving party before disclosure, was received from a third party free of any confidentiality obligation, or is required to be disclosed by law or regulatory authority.

The obligation of confidentiality in this Section 11 shall survive expiry or termination of these Terms for a period of five years.

12. Data Protection

Both parties shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018, in connection with their activities under these Terms.

In relation to personal data contained within Customer Data, you act as data controller and Casero acts as data processor. Casero processes such data solely on your instructions and for the purpose of providing the Service. Where you have entered into an MSA that includes a Data Processing Agreement (DPA), the DPA governs such processing. Where you have not entered into an MSA, you may request Casero's standard DPA by contacting moeed.chughtai15@gmail.com.

You are responsible for ensuring that you have a valid lawful basis under UK GDPR to share personal data with Casero for processing through the Service, including personal data relating to clients, opposing parties, and other third parties. Casero's Privacy Policy describes in full how personal data is collected, used, and protected in connection with the Service.

Casero will not use Customer Data to train any AI model. AI inference processing is conducted through the Azure OpenAI Service under Microsoft's Data Processing Addendum, which prohibits the use of submitted data for model training. See the Privacy Policy and AI Policy for full details.

13. Term and Termination

13.1 Term

These Terms take effect when you create an Account or otherwise accept them and continue until your Account is closed or your Subscription expires or is terminated, whichever is later.

13.2 Subscription Term

Paid Subscriptions continue for the Initial Term specified at checkout and renew automatically for successive Renewal Terms of the same duration, unless either party gives written notice of non-renewal at least 60 days before the end of the then-current Term.

13.3 Termination for Cause

Either party may terminate these Terms and your Subscription immediately on written notice if:

- the other party commits a material breach and (where the breach is capable of remedy) fails to remedy it within 30 days of written notice specifying the breach;
- the other party becomes insolvent, enters administration, receivership, or any analogous insolvency process; or
- the other party ceases or threatens to cease to carry on business.

13.4 Termination by You for Convenience

You may terminate your Subscription for convenience on 90 days' written notice. If you terminate for convenience, you will not be entitled to a refund of Fees already paid unless you are also entitled to a refund under Section 6.6. You may close your Free Trial Account at any time without notice.

13.5 Termination by Casero for Convenience

Casero may terminate these Terms and your Subscription for convenience on 180 days' written notice. If Casero terminates for convenience, it will refund a pro-rated portion of any prepaid Fees for the period beyond the termination date.

13.6 Consequences of Termination

On expiry or termination of these Terms for any reason:

- all licences granted to you under these Terms terminate immediately;
- you must immediately cease using the Service and the API;
- Casero will make your Customer Data available for export for 30 days following termination, after which it will be permanently deleted in accordance with the Privacy Policy;
- all payment obligations accrued before termination remain due and payable; and
- any provisions of these Terms that by their nature should survive termination — including Sections 8.1, 10, 11, 12, 14, 15, and 16 — will continue to apply.

14. Warranties and Disclaimer

14.1 Casero's Warranties

Casero warrants that:

- it has full power and authority to enter into these Terms and to grant the rights set out herein;
- the Service will perform materially in accordance with the Documentation during the Term, subject to your compliance with these Terms; and
- it will provide the Service using reasonable skill and care consistent with generally accepted industry standards.

14.2 Disclaimer

EXCEPT AS EXPRESSLY STATED IN SECTION 14.1, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CASERO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

In particular, Casero does not warrant that:

- the Service will meet all of your requirements or expectations;
- the Service will be uninterrupted, timely, secure, or error-free at all times;
- AI-generated outputs will be accurate, complete, or suitable for any particular legal purpose; or
- any errors or defects in the Service will be corrected within any particular timeframe.

You acknowledge that AI-generated outputs are advisory in nature and must be reviewed by a qualified legal professional before being acted upon. Casero is not responsible for any loss arising from reliance on AI outputs without such review.

15. Limitation of Liability

15.1 Exclusion of Consequential Loss

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, REVENUES, OR ANTICIPATED SAVINGS; LOSS OF BUSINESS OR CONTRACTS; LOSS OF GOODWILL OR REPUTATION; LOSS OF DATA (OTHER THAN AS PROVIDED IN SECTION 15.3); WASTED MANAGEMENT OR STAFF TIME; OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE — WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

15.2 Aggregate Cap

Subject to Section 15.4, the total aggregate liability of either party to the other under or in connection with these Terms (whether in contract, tort, breach of statutory duty, or otherwise) shall not exceed the greater of: (a) one hundred percent (100%) of the total Fees paid or payable by you to Casero in the twelve months immediately preceding the event giving rise to the claim; or (b) one thousand pounds sterling (£1,000). For Free Trial users, the cap is £500.

15.3 Data Loss

In the event that Customer Data is lost or corrupted due to Casero's acts or omissions, Casero's sole obligation shall be to use commercially reasonable endeavours to restore the Customer Data from the most recent available backup.

15.4 Uncapped Liability

Nothing in these Terms limits or excludes either party's liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- any liability that cannot be excluded or limited under applicable law; or
- your obligation to pay Fees due under these Terms.

15.5 Basis of the Bargain

The parties acknowledge that the Fees reflect the allocation of risk between them and that Casero would not be able to provide the Service at the applicable price point without the limitations on liability set out in this Section 15.

16. Indemnification

16.1 Your Indemnity

You agree to defend, indemnify, and hold harmless Casero and its officers, directors, employees, and agents from and against any third-party claim, loss, liability, cost, or expense (including reasonable legal fees) arising out of or in connection with:

- your or your Authorised Users' breach of these Terms;

- any claim that your Customer Data infringes the Intellectual Property Rights, privacy rights, or other rights of any third party;
- your failure to obtain any required consents or authorisations in connection with Customer Data;
- your violation of applicable law, including professional regulations and UK GDPR; or
- your use of the API in breach of these Terms.

16.2 Casero's IP Indemnity

Casero will defend you against any third-party claim that your authorised use of the Service infringes that third party's Intellectual Property Rights, provided that you: (a) promptly notify Casero in writing of the claim; (b) give Casero sole control of the defence and any settlement; and (c) provide Casero with all reasonable assistance. Casero's obligation under this Section 16.2 does not apply to claims arising from Customer Data, your modifications to the Service, or your use of the Service in a manner not permitted by these Terms.

17. Changes to These Terms

Casero reserves the right to update these Terms from time to time. The nature and frequency of changes will determine the notice given:

Type of Change	Notice and Process
Material changes (affecting your rights or obligations)	At least 30 days' prior email notice to your registered Account email address. You may terminate your Subscription before the change takes effect if you do not accept it, in which case a pro-rated refund of prepaid Fees will be issued.
Minor or clarificatory changes	Updated Terms will be published within the platform. Continued use of the Service after the effective date constitutes acceptance.
Changes required by law or regulation	Casero will give as much notice as is practicable in the circumstances. Such changes take effect on the date required by the relevant law or regulation.

The effective date and version number at the top of these Terms will always reflect the current version. Previous versions of these Terms are available on request.

18. General

Entire Agreement. These Terms (together with Casero's Privacy Policy, AI Policy, and any MSA or Order Form executed between the parties) constitute the entire agreement between you and Casero relating to the Service and supersede all prior communications, representations, and agreements.

Governing Law and Jurisdiction. These Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of England and Wales. Any dispute that cannot be resolved by negotiation shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Severability. If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.

Waiver. No failure or delay by either party in exercising any right under these Terms shall operate as a waiver of that right. A waiver must be in writing to be effective.

Assignment. You may not assign, transfer, or sublicense your rights or obligations under these Terms without Casero's prior written consent. Casero may assign these Terms to an Affiliate or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, on written notice to you.

Force Majeure. Neither party will be in breach of these Terms or liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, pandemic, governmental action, failure of third-party telecommunications or internet infrastructure, or power outages. The affected party will give prompt notice and use reasonable endeavours to mitigate the impact.

No Partnership or Agency. Nothing in these Terms creates any partnership, joint venture, or agency relationship between you and Casero.

Third Party Rights. These Terms do not create any rights enforceable by any person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999.

Notices. Notices under these Terms may be given by email to the addresses associated with your Account (for notices to you) and to moeed.chughtai15@gmail.com (for notices to Casero). Notices are effective on confirmed delivery.

Language. These Terms are written in English. In the event of any conflict between an English version and a translated version, the English version shall prevail.

Relationship to MSA. Where you have executed an MSA with Casero, the MSA prevails over these Terms to the extent of any inconsistency. These Terms continue to apply to any matter not addressed in the MSA.

19. Contact

If you have any questions about these Terms or wish to notify Casero of any matter arising under them, please contact us:

Name: Moeed Chughtai, Chief Executive Officer

Organisation: Casero Ltd

Address: 18 Stonepail Close, Gatley, Cheadle, England, SK8 4HX

Email: moeed.chughtai15@gmail.com

Response commitment: We will acknowledge all Terms-related enquiries within two Business Days.

Casero Ltd is registered in England and Wales. These Terms are governed by the laws of England and Wales.
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