Terms of Service for Typst

§ 1 General

I. This text sets forth the general terms and conditions between you and Typst. Please read these terms of service carefully. The terms govern all uses of Typst's services and products.

II. The contract is entered exclusively to the following terms and conditions. Deviating terms and conditions of the other party shall not become part of the contract even if we do not expressly object to them.

III. Typst reserves the right to change these terms and conditions and to add new or additional provisions. In such cases, you will be informed of the relevant changes at least in textual form. You confirm them by the next use of the services or products after receiving that information. Changes and amendments shall become effective immediately upon confirmation. In case of non-acceptance of the changes, Typst may withdraw from the contract or terminate it at any time and without giving further reasons; it is also noted that subscriptions and/or contracts will not be renewed.

IV. <u>Definitions:</u>
    The following terms shall always be understood and read appropriately within these Terms of Service.
    1. "We": Always refers to the Typst Company.
    2. "You": Refers to the person or company with whom Typst enters into the contract.
    3. "Software": refers to all digital services provided by Typst, especially typst.app (software as a service).
    4. "Vendors": all persons and companies which Typst uses to fulfill its contractual obligations.
    5. "Consumers": all natural persons who use Typst's software predominantly neither for their commercial nor their self-employed activity.
    6. "Entrepreneurs": persons, companies, and corporations who use our software predominantly for their commercial or self-employed activities.

V. <u>Conditions of Use:</u>
    By using our software you declare that you are legally competent and that you accept these Terms of Service, to the extent possible under applicable law, as written and without deviation.

§ 2 Description of Services

I. To the extent that the Software is provided to you free of charge, the agreement between you and us shall be classified as a loan agreement.

II. THE USE OF OUR SOFTWARE IS GRANTED TO YOU AS IS. EVEN IF WE MAKE EVERY EFFORT TO ENSURE THAT OUR SOFTWARE IS PERMANENTLY AVAILABLE TO YOU, WE NEVERTHELESS CANNOT PROMISE UNINTERRUPTED AVAILABILITY. TOTAL OR PARTIAL UNAVAILABILITY IS POSSIBLE. DO NOT RELY ON THE AVAILABILITY OF THE SOFTWARE. IF YOU WANT TO CREATE DOCUMENTS OR THE LIKE WITH OUR SOFTWARE, WHICH MUST NECESSARILY BE AVAILABLE AT ALL TIMES, YOU SHOULD CAREFULLY CONSIDER THE USE OF OUR SOFTWARE AND, IF IN DOUBT, REFRAIN FROM USING IT.

III. We may change features or the software as a whole at any time. Therefore, you are advised that the Software may lose features that are essential to your use of Typst, even without prior notice. In this respect, it may also happen that existing files become partially/fully temporarily/permanently damaged/useless. Of course, we try to avoid such inconveniences.

IV. In the case of gratuitous transfer of use, we can discontinue the availability of our software at any time and without giving reasons. We will try to inform you in such a case.

V. We may use vendors to fulfill our performance obligations.

§ 3 Conclusion of contract

I. All order or purchase buttons on our website, through which you can subscribe to/purchase our software or any other product/service, represent only an invitation to submit a contractual offer on your part. The acceptance of the offer on our part will only take place upon receipt of payment or provision of our software, products, or services. As far as you receive the software free of charge, the same applies at the time of registration.

II. We make every effort to ensure that the relevant information about purchase-relevant features (especially price, scope, and duration) is correct. However, we reserve the right to reject your contract offer in case of incomplete or incorrect information or, in case of a contract conclusion within two weeks from the conclusion of the contract, to adjust the contract accordingly. You will be informed about this contract adjustment at least in text form. Should you not agree with the contract adjustment, you can terminate the contract free of charge or withdraw from it, and no charge will be made for any services already received. If you are not available or do not react in any other way to the contract adjustment, the contract will be automatically terminated by us.

§ 4 Termination of contract

I. We are very sorry that you no longer wish to use our software. You may terminate the contract at any time. This must be done at least one day before the billing date for contracts subject to payment. If you have given notice of termination, the termination shall take effect at the end of the billing period or, in the case of contracts for which no fee is charged, on the next business day. After effective termination, you agree to no longer use the software - even if access is still possible.

TYPST
c/o TU Berlin, Abt. V
Hardenbergstr. 38
Sekt. AM1
10623 Berlin
Germany

FOUNDERS
Martin Haug
martin.haug@typst.app
Laurenz Mädje
laurenz.mädje@typst.app

Page 2

II. We may terminate the contract with you at the end of the billing period without stating any reasons.

III. We reserve the right to withdraw from the contract effective immediately if circumstances arise that make it untenable for us to maintain the contractual relationship. Such circumstances exist if you have been in breach of contract, including breaches of these terms and conditions, or if you have provided incorrect information to us.

IV. We also reserve the right to withdraw from the contract with immediate effect if you or your behavior is otherwise evidently damaging to us or our interests. This is especially the case if you do not take our interests and assets into consideration or do not inform us about circumstances relevant to the contract.

V. In the event of the corresponding dissolution of the contract, we will try to inform you about it as early as possible, so that you can make the necessary arrangements. However, in particularly urgent cases and considering the circumstances of the individual case, this may not be possible.

VI. If circumstances justifying immediate termination of the contract on our part arises or facts suggest that such circumstances exist, we reserve the right to temporarily block your access to our software. In such a case, we will make every effort to investigate the circumstances as quickly as possible and, if necessary, reactivate your account.

§ 5 Limitation of liability

I. We are fully liable for personal injuries. The same applies to other damages incurred by the customer as a result of a breach of duty committed by us intentionally or through gross negligence. We shall also be liable for typical contractual damages incurred by the customer as a result of a material breach of contract on our part, even if we are only guilty of slight negligence, but the amount shall be limited to the damages foreseeable at the time of conclusion of the contract and typical for the contract. Otherwise, we shall not be liable for slight negligence. A material contractual obligation in the aforementioned sense is an obligation whose fulfillment is a prerequisite for the proper execution of the contract and on whose fulfillment the contractual partner regularly relies on and may rely on.

II. In the case of the gratuitous transfer of use (loan), we shall only be liable for intentional or gross negligence.

III. We shall be liable for damage caused by vendors in accordance with I. and II. as we are for damage caused by ourselves.

§ 6 Your obligations & responsibilities

I. You guarantee that as long as you work with us, our software, or in any other way with products, persons, companies, etc. connected with us, you will fully comply with applicable law.

TYPST
c/o TU Berlin, Abt. V
Hardenbergstr. 38
Sekt. AM1
10623 Berlin
Germany

FOUNDERS
Martin Haug
martin.haug@typst.app
Laurenz Mädje
laurenz.mädje@typst.app

Page 3

II. In the course of your work with our software, you may come into contact with data that is protected as intellectual property (e.g. copyright). You hereby declare that you will not violate any corresponding rights. You may not copy, upload, download, or otherwise share or distribute protected data and files while using our software. Only you - not us - are fully responsible and liable for any such actions taken by you. If you wish to use data to which you do not have a right, you must first obtain the appropriate permissions from authorized parties.

III. You are not allowed to change any of our markings, copyright notices, and proprietary notices in any form.

§ 7 Rules for the use of services or products

I. You agree that you will not abuse our software and that you will use it only within the intended manner of use ("Usage Rules").

II. Any other use will constitute a material breach of these Terms. We reserve the right to monitor your use in this respect to ensure that your use complies with the Rules.

III. The following usage behavior is strictly prohibited:
- Which has the purpose and/or intent to harm us, the Software, or a third party;
- Which tests or compromises the stability, integrity, or security;
- Which bypasses security mechanisms;
- Which purposefully harms another user or interferes with or restricts another user's use of the Services and Products;
- Which copies, modifies, adapts, disassembles (including, but not limited to, "reverse engineering"), or otherwise attempts to disclose or obtain ideas or algorithms from underlying non-public computer code;
- Which includes any kind and use of malicious software (malware, spyware, etc.);
- Which involves accessing or searching data in other than explicitly public interfaces (e.g. so-called "scraping");
- Which is clearly harmful to our business and or was clearly not intended to be;
- Which violates applicable law;
- Which violates any copyright law;
- Which involves the upload, publication, or distribution of illegal, fraudulent, pornographic, false, derogatory, defamatory, threatening, obscene, abusive, sexual, violent, or otherwise infringing material;
- Which includes the uploading, posting, or distribution of health information, otherwise private and intimate information, confidential, proprietary information, school and educational information covered by "FERPA", and any other information to which you are not entitled.

IV. Even an attempt of such usage constitutes an act in violation of this Agreement.

§ 8 Your Feedback

I. We are very grateful for your feedback and suggestions for improvement (feedback). We hereby inform you that any feedback may be modified, published, or otherwise used by us without your exclusive consent.

II. You agree that your feedback will not be in any way offensive, insulting, infringing or similar.

§ 9 Links from and to our software

I. Typst uses links within the services and products as well as on other communication channels (mainly the website). We are liable for these only to the extent explained in the clause "Limitation of liability." This includes especially the functionality, availability, and security of the links. If you have any doubts whatsoever about the use of a link used by us, you should not use them.

II. If you want to link to us or our software, you need our permission. Linking for commercial, offensive, or illegal purposes or in a corresponding manner is generally prohibited.

§ 10 Applicable law

I.   These terms and conditions, as well as all other relationships and contracts you maintain with us, are subject to German law. Only German law is applicable. The place of jurisdiction is the correspondingly responsible court of our company headquarters in Berlin.

II. If you are a consumer, notwithstanding paragraph 1, mandatory consumer protection laws of the consumer's country of habitual residence shall additionally apply.

III. The UN Convention on Contracts for the International Sale of Goods shall not apply.

§ 11 Further Provisions

I.   Should individual provisions of this contract, including the terms and conditions, be wholly or partially in breach of statutory law or be void or ineffective for other reasons, the validity of the remaining provisions shall remain unaffected.

II. Subsidiary agreements must be made in writing to be valid.

III. Claims you have against us cannot be transferred.

TYPST

c/o TU Berlin, Abt. V
Hardenbergstr. 38
Sekt. AM1
10623 Berlin
Germany

FOUNDERS

Martin Haug
martin.haug@typst.app
Laurenz Mädje
laurenz.mädje@typst.app

Page 5