

Praxis 2.0 Terms & Conditions

Last updated: October 15, 2025

Agreement to Our Legal Terms

We are **Emergn Limited** (“Company,” “we,” “us,” “our”), a company registered in Ireland at 20 Harcourt St, Dublin 2, Dublin, D02 H364, Ireland with registration number 472699.

We operate the website <https://praxisbyemergn.com> (the “Site”), as well as related products and services that refer to or link to these Legal Terms (collectively, the “Services”).

You can contact us by email at contact@praxisbyemergn.com or by mail at the above address.

These Legal Terms constitute a legally binding agreement between you, whether personally or on behalf of an entity (“you”), and Emergn Limited, concerning your access to and use of the Services. By accessing the Services, you agree that you have read, understood, and accepted these Legal Terms.

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE PROHIBITED FROM USING THE SERVICES AND MUST DISCONTINUE USE IMMEDIATELY.

We may modify these Legal Terms from time to time and will provide notice of any material changes. Continued use of the Services after the effective date of revised terms constitutes acceptance.

The Services are intended for users aged 18 and older. Persons under 18 are not permitted to register or use the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. Our Services

The information provided through the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or subject us to registration requirements. Users who access

the Services from other locations do so at their own initiative and are responsible for compliance with local laws.

2. Intellectual Property Rights

Our Intellectual Property

We are the owner or licensee of all intellectual property rights in our Services, including all source code, databases, software, website design, audio, video, text, and graphics (“Content”), as well as all trademarks, service marks, and logos (“Marks”).

The Content and Marks are protected by copyright, trademark, and unfair competition laws in Ireland, the EU, and worldwide.

You may access the Services and download or print portions of the Content for your **personal or internal business use only**, provided you comply with these Legal Terms.

AI-Generated Content and Recommendations

Praxis 2.0 includes AI-powered features that generate insights, recommendations, and learning content informed by **Emergn’s proprietary intellectual property, frameworks, and methodologies**. These outputs are designed to support your professional practice and can generally be relied upon as accurate representations of Emergn’s product-management principles.

While we take care to ensure the accuracy and relevance of AI-generated outputs, the nature of AI means that results may occasionally be incomplete, outdated, or contextually inappropriate. You remain responsible for reviewing and applying any recommendations in the context of your own professional judgment and the specific circumstances of your work.

You acknowledge and agree that:

- AI-generated outputs are provided to assist you in performing professional work, not to replace your independent decision-making;

- Emergn Limited does **not** use customer data to train or improve its AI models—your data is processed **solely** to deliver Praxis 2.0 features; and
- Emergn Limited is not liable for decisions made solely in reliance on AI-generated outputs without appropriate professional review.

Your Submissions

By submitting feedback, ideas, or suggestions about the Services (“Submissions”), you assign all intellectual property rights in such Submissions to Emergn Limited for unrestricted use without compensation or acknowledgment.

3. User Representations

By using the Services, you represent that:

1. All registration information you submit is accurate and current;
2. You have the legal capacity to enter this agreement;
3. You are not a minor;
4. You will not use automated or non-human means to access the Services;
5. You will comply with applicable laws.

We reserve the right to suspend or terminate your account for any violation of these representations.

4. User Registration

You may be required to register to use the Services. You agree to keep your login credentials confidential and are responsible for all activity under your account. We reserve the right to reclaim usernames deemed inappropriate.

5. Purchases and Payment

Your Praxis 2.0 subscription may begin with a **3-day free trial**, available only for the **Pro Plan**. After the trial, a paid subscription is required for continued access. The **Team Plan** does not include a free trial and requires payment at the time of purchase.

Subscription Options

- **Pro Plan:** USD \$50 per month (or USD \$550 per year when billed annually) for one user.
- **Team Plan:** USD \$275 per month for up to five users (or USD \$3,025 per year when billed annually). Additional users may be added at USD \$55 per user per month (or USD \$605 per user per year when billed annually).

All transactions are securely processed through **Stripe**. You can manage or cancel your subscription via the **Stripe Customer Portal** accessible in your Praxis account settings.

Pricing is displayed in your local currency based on billing region. Applicable taxes will be added where required. Prices and features may change from time to time; we will provide notice of material changes in accordance with applicable law.

Annual subscriptions are billed in full at the time of purchase and renew automatically unless canceled before renewal.

6. Subscriptions

Billing and Renewal

Subscriptions automatically renew each billing cycle until canceled. You authorize Emergn Limited to charge your selected payment method through Stripe for recurring subscription fees, unless canceled prior to the next billing date.

Free Trial

A **3-day free trial** is available only for the **Pro Plan**. Team plans require immediate payment upon purchase.

Team Subscriptions

Team subscriptions include up to five users per plan, managed by a designated **Team Owner**.

- The Team Owner manages billing, user invitations, and seat allocations.
- Additional members can be added mid-term for a prorated fee.
- Removed users lose access immediately, and no partial refunds are issued.
- Ownership transfer requests may be sent to **support@praxisbyemergn.com**.

Team subscriptions renew automatically at the end of each billing term, including any prorated additions.

Cancellation and Downgrades

You may cancel your subscription at any time through the Stripe Customer Portal.

- **Pro Plan:** Cancellation takes effect at the end of the current billing period.
- **Team Plan:** Cancellations must be initiated by the Team Owner and apply to all members.

If a Team plan is downgraded to a Pro plan, only the Team Owner retains access; all other accounts deactivate at the end of the term.

No refunds are provided for partial billing periods, except as required by law.

Fee Changes

Emergn Limited may adjust subscription fees with prior notice. Continued use after a fee change constitutes acceptance.

Account-Only Mode

If a paid subscription ends, your account reverts to **Account-only Mode**, which allows access to account, billing, and security settings but restricts paid features and content.

7. Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in trying to learn sensitive account information like user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.

- Copy or adapt the Services' software, including Flash, PHP, HTML, JavaScript, or other code.
- Copy or adapt the Services' content, including text and video-based content, PDF downloads, or templates for purposes other than specified in the Use of our Services.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means to send unsolicited email or create user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Use the Services to advertise or offer to sell goods and services.

8. User Generated Contributions

The Services does not offer users to submit or post content.

9. Contribution License

You and Services agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

10. Third-Party Websites And Content

The Services may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy,

appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

11. Services Management

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

12. Privacy Policy

Praxis 2.0 processes user data to operate AI-powered features and manage subscriptions. Data may be securely processed by third parties such as **OpenAI LLC** and **Stripe Inc.** in accordance with our [Privacy Policy](#).

Please also review our [Cookie Policy](#) for information about cookies and tracking technologies used to enhance the Services.

12A. AI Data Processing and Transparency

To deliver AI-powered functionality, certain anonymized or pseudonymized data (e.g., user inputs, learning activity) may be temporarily processed through Emergn-approved AI systems hosted in secure environments within the EU or US.

This processing occurs **solely to generate personalized outputs** and is not used to train or improve any AI models. Emergn Limited applies strict confidentiality, security, and data-protection safeguards consistent with GDPR and other applicable laws.

13. Term and Termination

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

14. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

15. Governing Law

These Legal Terms are governed by and interpreted following the laws of Ireland, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Emergn Limited and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Dublin, which means that you may make a claim to defend your consumer protection rights in regard to these Legal Terms in Ireland, or in the EU country in which you reside.

16. Dispute Resolution

Binding Arbitration

Any dispute arising from the relationships between the Parties to these Legal Terms shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be Dublin, Ireland. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of Ireland.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

17. Corrections

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

18. Disclaimer

The Services and AI-powered features are provided “as is” and “as available.” Praxis’ AI models are trained on Emergn’s proprietary intellectual property to deliver professional-grade recommendations aligned with Emergn’s product management principles.

However, because all AI systems rely on probabilistic reasoning, outputs may contain inaccuracies or omissions. You should exercise professional judgment before acting on any AI-generated recommendation. Emergn Limited disclaims liability for losses arising from reliance on such outputs beyond what is reasonable in the context of professional use.

19. Limitations of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY

TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

20. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

21. User Data

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

22. Electronic Communications, Transactions, and Signatures

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC

SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

23. California Users and Residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

24. Miscellaneous

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate as permissible by law. We may assign any or all our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us because of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute them.

25. Enterprise Customers

If you are a client of Emergn Limited with access to Praxis by Emergn, please refer to your contract for your specific Terms and Conditions.

26. Contact Us

To resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Emergn Limited

20 Harcourt St

Dublin 2, Dublin

D02 H364, Ireland

Email: contact@praxisbyemergn.com