

Terms & Conditions for service on the gert.io platform

Article 1. Definitions

In these Terms & Conditions:

1. Definitions and Interpretation

"Agreement" means the agreement between the Provider and the Customer for the provision of access to the gert.io Platform and use of the gert.io Services, incorporating these terms and conditions and the Signup Form, and any amendments to the Agreement from time to time;

"Business Day" means any weekday, other than a bank or public holiday in Denmark.

"Charges" means the amounts payable by the Customer to the Provider under or in relation to the Agreement;

"gert.io Platform" means the software platform known as gert.io that is owned and operated by the Provider, and that will be made available to the Client as a service via the internet;

"gert.io Services" means the services provided or to be provided by the Provider to the Customer by means of the gert.io Platform, as specified on the Signup Form;

"Platform Partner" means any service provider that provides access to the gert.io Platform and Services via its own Services;

"Customer" means the customer for the gert.io Services identified on the Signup Form;

"Customer Confidential Information" means

- A. any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Provider during the Term that is marked as "confidential", described as "confidential" or should have been understood by the Provider at the time of disclosure to be confidential; and
- B. the Customer Materials.

"Customer Data" means the identity, contact, and payment details of the Customer supplied on the Signup Form (as updated from time to time) and all information about the Customer's use of, and rights to use, the gert.io Platform and gert.io Services;

"Customer Materials" means all works and materials (excluding the Customer Data) uploaded to the gert.io Platform, or processed or transmitted using the gert.io Services, by or on behalf of the Customer;

"Defect" means a defect, error, or bug having a material adverse effect on the operation or functionality of the gert.io Platform, but excluding any defect, error, or bug caused by or arising as a result of an incompatibility between the gert.io Platform and any other

system, application, program or software other than the Interface Software;

"Documentation" means the data sheets produced by the Provider and made available on the gert.io Platform to the Customer;

"Effective Date" means the date that the Agreement comes into force as specified in Clause 2.3;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus, or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs);

"Interface Software" means the software supplied by the Provider or the Platform Partner to the Customer for the purpose of enabling the Customer to access the gert.io Services using the Token;

"Personal Data" has the meaning given to it in the Danish Data Protection Act (Act No. 502 of 23. May 2018);

"Provider" means gert.io a company incorporated in Denmark: HelpHouse ApS (ID: DK38455745), residing at Østre Stationsvej 43 3. sal, DK-5000 Odense C, support@gert.io

"Signup Form" means the web form available on any platform providing access to the gert.io Services, setting out the specific details of the gert.io Services and enabling users to apply to become customers for the gert.io Services;

"Service Subscription" means the subscription to the gert.io Services that is entered into on the Effective Date;

"Subscription Period" means the period of time specified as such on the Signup Form;

"Support Services" means support and maintenance services provided or to be provided by the Provider to the Customer in accordance with Clause 4;

"Term" means the term of the Agreement;

"Token" means an alphanumeric token generated by the Platform that may be used by or on behalf of the Customer to enable the Customer's access to the Platform, the token may be hidden and

generated without direct access to it by the Customer who will instead authorize to the platform by means of username/password or similar; and

“Upgrades” means new versions of, and updates to, the gert.io Platform, whether for the purpose of fixing an error, bug, or another issue in the gert.io Platform or enhancing the functionality of the gert.io Platform.

1.2 In the Agreement, a reference to a statute or statutory provision includes a reference to:

- A. that statute or statutory provision as modified, consolidated, and/or re-enacted from time to time; and
- B. any subordinate legislation made under that statute or statutory provision.

1.3 Clause headings do not affect the interpretation of the Agreement.

1.4 The ejusdem generis rule is not intended to be used in the interpretation of the Agreement.

1.5 References in the Agreement to time are references to the time in (CET) Copenhagen, Denmark.

2. Agreement and Term

2.1 The advertising of the gert.io Services on the Provider or Platform Partner's website constitutes an “invitation to treat”; and the Customer's order for the gert.io Services constitutes a contractual offer. No contract will come into force between the Provider and the Customer unless and until the Provider accepts the Customer's order in accordance with the procedure detailed in this Clause 2.

2.2 In order to enter into the Agreement, the Customer must take the following steps: (i) the Customer must navigate to the Signup Form and must select the required gert.io Services and click “sign up”; (ii) the Customer must then submit the Customer's name, address and other Customer details and indicate its acceptance of these terms and conditions; (iii) the Customer will then be able to submit payment details for the gert.io Services; (iv) the Customer will receive an email confirming the Service Subscription.

2.3 Subject to Clause 2.5, the Agreement will come into force when the Customer accepts these terms and conditions in accordance with Clause 2.2(ii).

2.4 The parties, being businesses, agree that the Danish e-Commerce Act (Act no. 227 of 22. April 2002) shall apply.

2.5 Once in force, the Agreement will continue in force indefinitely, unless and until the Agreement is terminated in accordance with Clause 6.2 or Clause 13.

3. gert.io Platform and gert.io Services

3.1 Subject to the prohibitions set out in Clause 3.2, the Provider hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable license to use the gert.io Platform and gert.io Services solely in connection with the customer's permitted use of the Services to access the gert.io Platform and to use the gert.io Services, by means of a Token and Interface Software only, for the sole purpose of processing the data of the Customer, during the Term.

3.2 The license granted by the Provider to the Customer under this Clause 3 is subject to the following prohibitions:

- A. The Customer must not sub-license its right to access and use the gert.io Services or allow any unauthorized person to access or use the gert.io Services; and
- B. the Customer must not alter, adapt or edit the gert.io Platform.

3.3 For the avoidance of doubt, the Customer has no right to access the object code or source code of the gert.io Platform, either during or after the Term.

3.4 All Intellectual Property Rights in the gert.io Platform will remain, as between the parties, the property of the Provider.

3.5 The Customer shall use all reasonable endeavors to ensure that no unauthorized person will or could access the gert.io Platform or use the gert.io Services using the Token.

4. Support Services and Upgrades

4.1 During the Term, the Provider will provide the Support Services to the Customer, and may apply Upgrades to the gert.io Platform, in accordance with the provisions of this Clause 4.

4.2 The Provider will make a helpdesk facility available between 09.00 and 15.00 on Business Days and an online help center (support.gert.io) with self-help articles and means of contacting the Provider for the purposes of:

- A. Assisting the Customer with the proper use of the gert.io Platform; and/or
- B. determining the causes of errors and fixing errors in the gert.io Platform.

4.3 The Provider does not give support outside the support hours referred to in Clause 4.2.

4.4 The Customer must act reasonably at all times in relation to the use of the helpdesk facility, and the Provider reserves the right to suspend or cancel the helpdesk facility in the event that the Customer makes unreasonable use of that facility (in the opinion of the Provider).

4.5 The Customer acknowledges that from time to time during the Term the Provider may apply Upgrades to the gert.io Platform and that such Upgrades may result in changes to the functionality of the gert.io Platform.

4.6 In the event of the interruption of the gert.io Services, the Provider shall use reasonable measures to arrange for the resumption of the gert.io Services in such a manner that the Customer does not suffer any data loss.

4.7 The Provider may suspend access to the gert.io Platform in order to carry out scheduled maintenance, such maintenance is to be carried out to cause as little interruption to the gert.io Services as possible.

4.8 The Provider may subcontract the provision of any of the Support Services without obtaining the consent of the Customer.

5. Customer Materials

5.1 The Customer grants to the Provider a non-exclusive license to store, copy, and otherwise use the Customer Materials on the gert.io Platform for the purposes of operating the gert.io Platform, providing the gert.io Services, fulfilling its other obligations under the Agreement, and exercising its rights under the Agreement. The Provider may in a loyal way, refer to the cooperation between the Provider and the Customer on the Provider's websites and in other media following the Customer's written permission to do so.

5.2 Subject to Clause 5.1, all Intellectual Property Rights in the Customer Materials will remain, as between the parties, the property of the Customer.

5.3 The Customer warrants and represents to the Provider that the Customer Materials, and their use by the Provider in accordance with the terms of the Agreement, will not:

- A. breach any laws, statutes, regulations, or legally binding codes;
- B. infringe any person's Intellectual Property Rights or other legal rights; or
- C. give rise to any cause of action against the Provider or the Customer or any third party,

in each case in and under any applicable law.

5.4 Where the Provider reasonably suspects that there has been a breach of the provisions of this Clause 5, the Provider may:

- A. delete or amend the relevant Customer Materials; and/or
- B. suspend any or all of the gert.io Services and/or the Customer's access to the gert.io Platform while it investigates the matter.

5.5 Any breach by the Customer of this Clause 5 will be deemed to be a material breach of the Agreement for the purposes of Clause 13.

6. Charges

6.1 The Charges applicable from the Effective Date will be as specified on the Signup Form, and may consist of:

- A. a fixed Charge per Subscription Period Per Unit, which shall be invoiced and payable upon the commencement or renewal of the Subscription Period of the agreement (such amount to be pro-rated by the Provider in the event that the Client expands the Agreement or the Agreement was terminated mid-term); and
- B. a variable Charge dependant upon the usage of the gert.io Services, which shall be invoiced by the Provider at any time following at the renewal of the Subscription Period in respect of which the variable Charges are incurred.

6.2 Where the Provider agrees in writing with the Customer that there will be an initial trial period for the gert.io Services, then during that trial period all of the provisions of the Agreement shall apply, save as follows:

- A. the Customer shall have no obligation to pay the Charges in respect of the trial period;
- B. either party may terminate the Agreement immediately by giving written notice to the other party at any time before the end of the trial period (in which case no liability to pay any Charges will arise); and
- C. the Customer cancels the Subscription in the Partner Platform before the expiry of the trial period;
- D. the first Subscription Period shall begin at the end of the trial period.

6.3 All Charges stated in or in relation to the Agreement are stated exclusive of VAT, unless the context requires otherwise. Where applicable, VAT will be payable by the Customer to the Provider in addition to the principal amounts.

6.4 The Provider may vary the Charges by giving to the Customer not less than 30 days written notice of the variation expiring after the end of the then-current Subscription Term.

6.5 The Customer will pay the Charges to the Provider within the payment period stated on the relevant invoice.

6.6 Charges must be paid by credit or debit card in accordance with the instructions on the Signup Form or using such other methods as the Provider may agree to in writing from time to time.

6.7 If the Customer does not pay any amount properly due to the Provider under or in connection with the Agreement, the Provider may:

- A. charge the Customer interest on the overdue amount at the rate of 8% per year above the base rate of The Danish National Bank from time to time (which interest will accrue daily and be compounded monthly), or
- B. claim interest and statutory compensation from the Customer pursuant to Danish Debt Collection Act (Act No. 319 of 14. May 1997).

6.8 The Provider may suspend access to the gert.io Platform and the provision of the gert.io Services if any amounts due to be paid by the Customer to the Provider under the Agreement are overdue.

6.9 The Customer acknowledges that, where the Customer does not fully utilize any gert.io Services usage allowances included in the fixed Charges, such allowances will not be carried over to the following period.

7. Refund Policy

7.1 If either party terminates the Agreement in accordance with Clause 13.3, then the Customer shall be released from any obligation to pay the Charges in respect of any subsequent Subscription Period, and where such Charges have already been paid to the Provider, the Customer shall be entitled to a refund of such Charges.

7.2 If the Provider terminates the Agreement in accordance with Clause 13.4, then the Customer shall be released from any obligation to pay the Charges in respect of any period after the date of effective termination of the Agreement (such amount to be pro-rated by Provider using any reasonable methodology).

7.3 In no event will the Customer be entitled to any refund of, or release from liability to pay, variable Charges that the Customer has incurred.

7.4 Save as expressly provided in this Clause 7 or Clause 6.2, the Customer will not be entitled to any refund of the Charges or released from any liability to pay the Charges on the termination of this Agreement.

8. Warranties

8.1 The Customer warrants and represents to the Provider that it has the legal right and authority to enter into and perform its obligations under the Agreement.

8.2 The Provider warrants and represents to the Customer:

- A. that it has the legal right and authority to enter into and perform its obligations under the Agreement;
- B. that it will perform its obligations under the Agreement with reasonable care and skill; and
- C. that the gert.io Platform will operate without Defects and will perform substantially in accordance with the Documentation (subject to any Upgrades).

8.3 The Customer acknowledges that:

- A. complex software is never wholly free from defects, errors, and bugs, and the Provider gives no warranty or representation that the gert.io Platform will be wholly free from such defects, errors, and bugs;
- B. the Provider does not warrant or represent that the gert.io Platform will be compatible with any application,

program, or software other than the Interface Software; and

- C. the Provider will not and does not purport to provide any legal, taxation, or accounting advice under the Agreement or in relation to the gert.io Platform and (except to the extent expressly provided otherwise) the Provider does not warrant or represent that the gert.io Platform will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.
- D. The Customer acknowledges that any configuration made by, or approved by the Customer in the gert.io Services is activated on the Customer's own responsibility. Any data loss caused by a misconfiguration on the Customer part is not at the fault of the Provider.

8.4 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement.

9. Customer Indemnity

9.1 The Customer will indemnify and will keep indemnified the Provider against all liabilities, damages, losses, costs, and expenses (including legal expenses and amounts paid in settlement of any disputes) suffered or incurred by the Provider and arising as a result of any breach by the Customer of Clause 5.3.

10. Limitations and Exclusions of Liability

10.1 Nothing in the Agreement will:

- A. limit or exclude the liability of a party for death or personal injury resulting from negligence;
- B. limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- C. limit any liability of a party in any way that is not permitted under applicable law; or
- D. exclude any liability of a party that may not be excluded under applicable law.

10.2 The limitations and exclusions of liability set out in this Clause 10 and elsewhere in the Agreement:

- A. are subject to Clause 10.1; and
- B. govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence), and for breach of statutory duty.

10.3 The Provider will not be liable to the Customer in respect of any loss of profits, income, revenue, use, production, or anticipated savings.

10.4 The Provider will not be liable to the Customer for any loss of business, contracts, or commercial opportunities.

10.5 The Provider will not be liable to the Customer for any loss of or damage to goodwill or reputation.

10.6 The Provider will not be liable to the Customer in respect of any loss or corruption of any data, database, or software.

10.7 The Provider will not be liable to the Customer in respect of any special, indirect, or consequential loss or damage.

10.8 The Provider will not be liable to the Customer for any losses arising out of a Force Majeure Event.

10.9 The Provider's liability to the Customer in relation to any event or series of related events will not exceed the greater of:

- A. DKK 2.000,00; and
- B. the total amount paid or (if greater) payable by the Customer to the Provider under the Agreement during the 12 month period immediately preceding the event or events giving rise to the claim.

11. Data Protection

11.1 The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with the Agreement.

11.2 The Provider warrants that:

- A. it will act only on instructions from the Customer in relation to the processing of any Personal Data (excluding Customer Data) performed by the Provider on behalf of the Customer, and
- B. it has in place appropriate security measures (both technical and organizational) against unlawful or unauthorized processing of Personal Data and against loss or corruption of Personal Data processed by the Provider on behalf of the Customer.

12. Confidentiality

12.1 The Provider will:

keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 12;

- A. protect the Customer Confidential Information against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential

information of a similar nature, being at least a reasonable degree of care; and

- B. without prejudice to the generality of Clause 12.1-B, ensure that all Customer account information stored on the Platform is stored in encrypted form and that communications between the Platform and the Interface Software are protected by SSL technology.

12.2 Customer Confidential Information may be disclosed by the Provider to its officers, employees, agents, insurers, and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Customer Confidential Information disclosed.

12.3 The obligations set out in this Clause 12 shall not apply to:

- A. Customer Confidential Information that is publicly known (other than through a breach of an obligation of confidentiality);
- B. Customer Confidential Information that is in possession of the Provider prior to disclosure by the Customer;
- C. Customer Confidential Information that is received by the Provider from an independent third party who has a right to disclose the relevant Confidential Information; or
- D. Customer Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange, or regulatory body.

13. Termination

13.1 Either party may terminate the Agreement immediately by giving written notice to the other party if the other party commits any material breach of any term of the Agreement.

13.2 Either party may terminate the Agreement immediately by giving written notice to the other party if:

- A. the other party:
 - a. is dissolved;
 - b. ceases to conduct all (or substantially all) of its business;
 - c. is or becomes unable to pay its debts as they fall due;
 - d. is or becomes insolvent or is declared insolvent; or
 - e. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

- B. an administrator, administrative receiver, liquidator, receiver, trustee, manager, or similar is appointed over any of the assets of the other party;
- C. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under the Agreement); or
- D. (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

13.3 Either party may terminate the Agreement by:

- A. giving at least 90 Calendar Days written notice of termination to the other party, expiring at the end of the then-current Subscription Period.
- B. Canceling the Subscription in the control panel of a Partner Platform, if any.

13.4 The Provider may terminate the Agreement by giving at least 90 Calendar Days' written notice of termination to the Customer (expiring at any time).

13.5 The Provider may terminate the Agreement immediately by giving written notice of termination to the Customer where the Customer fails to pay to the Provider any amount due to be paid under the Agreement by the due date.

14. Effects of Termination

14.1 Upon termination of the Agreement, all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 7.5, 9, 10, 12, 14 and 17.

14.2 Termination of the Agreement will not affect either party's accrued liabilities and rights as of the date of termination.

15. Notices

15.1 Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be delivered by email, for the attention of the relevant person or by the contact form on the Providers help center, and to the relevant address given below (or as notified by one party to the other in accordance with this Clause).

- A. To the Provider:
Addressee: HelpHouse ApS
Email address: support@gert.io
Help center: <https://support.gert.io>

- B. To the Customer:
The addressee and email address as set out in the Signup Form.

15.2 A notice will be deemed to have been received at the time of the transmission (providing the sending party retains written evidence of the transmission), where the notice is sent by email or via the Providers Help Center.

15.3 A party receiving a notice under this Agreement must send to the other party an acknowledgment of receipt within 2 Business Days of the date of receipt of the notice.

16. Force Majeure Event

16.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

17. General

17.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.

17.2 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

17.3 The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

17.4 The Customer hereby agrees that the Provider may freely assign any or all of its contractual rights and/or obligations under the Agreement to any successor to all or a substantial part of the business of the assigning party from time to time. The Customer must not without the prior written consent of the Provider assign, transfer, charge, license, or otherwise dispose of or deal in the Agreement or any contractual rights or obligations under the Agreement.

17.5 The Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation, or settlement under or relating to the Agreement are not subject to the consent of any third party.

17.6 Subject to Clause 10.1:

- A. the Agreement constitutes the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements, and understandings between the parties in respect of that subject matter; and

- B. neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.

17.7 The Agreement will be governed by and construed in accordance with the laws of The Kingdom of Denmark, and the courts of Odense will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.