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## **SUBSCRIPTION TERMS – CONTENTTAP**

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## **1. Introduction**

- 1.1 These subscription terms and conditions ("Terms") govern your ("Customer") subscription for, access to, and use of the ContentTap tablet application (the "App") and the ContentTap landing and web administration websites (the "ContentTap website"), including any information, text, graphics and other material appearing on the App and the ContentTap website, and any services and software provided through the App and the ContentTap website made available by ContentTap ApS (a private limited company), having its registered office in Denmark (business registration number: 31624150) ("Company"). The App and the Website are together referred to as the "Product".
- 1.2 If the Customer has previously subscribed for the Product, these Terms replace any and all previous agreements with the Company regarding subscription for and use of the Product.
- 1.3 The Terms are accepted by the Customer upon registering to an account at the ContentTap website or by renewal of any such subscription. By clicking the "I agree" button and by using the App and the ContentTap website, you agree to be bound by these Terms on behalf of the Customer and every Customer-user of the App and the ContentTap website. You represent and warrant that you have authority to bind the Customer to these Terms.
- 1.4 The Product is available for commercial customers only, not for consumers, and you will be required to register the business registration number of the Customer.

## **2. The subscription**

- 2.1 The App is accessible to download for free by the Customers users in the iTunes App Store. The ContentTap website is accessible to the Customer at specific URLs designated by the Company in its sole discretion.
- 2.2 In order to access and use the ContentTap website, a user of the Customer must set up an account at the ContentTap website. The user of the Customer shall provide accurate and complete information in the profile/account at all times, including, but not limited to, contact person, company name, business registration number, email address, and telephone number. The user of the Customer is solely responsible for maintaining the security of and restricting access to the profile/account, username and password. The initial user of the

Customer may be granted a 30 days' trial to access and use the ContentTap website, cf. section 8.1.

- 2.3 In order to be granted full access to and use of the ContentTap website and the App, one user of the Customer must register for an administrative account within the 30 days' trial period, cf. clause 8.2. The administrative account user of the Customer shall provide accurate and complete information in the profile/account at all times, including, but not limited to, contact person, company name, business registration number, billing info, email address, and telephone number. The administrative account will have the rights on behalf of the Customer to invite Customer-users for the App.
- 2.4 Subject to the Customer's acceptance of and compliance with these Terms, including without limitation the obligations to complete the user registration and pay any license fees to the Company, the Company grants to the Customer a limited, non-exclusive, non-transferable and non-perpetual right to access and use the Product for the agreed number of users and solely for internal business operations of the Customer. The Customer is not allowed to install, copy, use or otherwise exploit the Product in any other manner than set forth in these Terms. All rights not expressly granted are reserved by the Company.

### **3. Use of the Product**

- 3.1 The administrative account user of the Customer has the rights to upload, administer, store and delete data, on behalf of the Customer at the ContentTap website. The administrative account user of the Customer solely decides which data stored at the ContentTap website that may be distributed to and accessed by the App-users invited, and synchronised through the App.
- 3.2 Customer may not use the Product in any way that causes, or is likely to cause, the Product or access to it to be interrupted, damaged or impaired.
- 3.3 Customer may not use the Product for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, to send, share, distribute, synchronise, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trade mark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of, or contains, software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any 'spam' to cause annoyance, inconvenience or needless anxiety.

#### **4. Service objectives**

- 4.1 The Company aims to provide operation stability and to make all reasonable efforts to make the Product available to the Customer on the terms and conditions set out herein. However, the Company uses Microsoft Windows Azure Cloud to host the Product and to store all data uploaded to the Product by the Customer. Thus, the operation stability and availability of the Product as well as Customer's access to its data may be limited by circumstances attributed to Microsoft Windows Azure Cloud, including the Service Level Agreement applicable.
- 4.2 The Company will use best efforts to inform the Customer of any known defects in the Product which may interfere with the stability of operation or the function of the Product and - at the Company's sole discretion - try to remedy and solve such defects.
- 4.3 The Company is not responsible for making back-ups of any Customer data stored in the Product.
- 4.4 The Company will aim at keeping the ContentTap website compatible and operational with the at any time most recent official versions of the Internet browsers Internet Explorer, Google Chrome, Firefox and Safari and will make reasonable efforts to keep the ContentTap website compatible and operational with most other at any time most recent versions of other Internet browsers but does not guarantee that the ContentTap website will work identically and reliably with all Internet browsers.
- 4.5 The Company will aim at keeping the App compatible and operational with the at any time most recent version of iOS.

#### **5. Features requirements, upgrades, maintenance and services**

- 5.1 The Customer acknowledges and accepts that it is the sole responsibility of the Customer to investigate and assess the Product in order to ensure that it can operate and function in conjunction with the Customer's needs and requirements, including the Customer's Internet access, hardware and software.
- 5.1 The Company may in its sole discretion decide to make available new versions, changes, alterations, amendments, deletions, upgrades, patches, fixes or the

like in connection with the Product to the Customer, and the Customer must accept such to continue operability and access to the Product.

- 5.2 The Company undertakes no obligations or liability with respect to the provision of telecommunication lines, Internet subscriptions or connections or any other technical means necessary for the Customer to access and use the Product or its data and any and all costs and risks in this respect remains solely with the Customer.

## **6. Maximum disk storage space**

- 6.1 The maximum disk storage space provided to the Customer-users at the ContentTap website for the Customer's data and documents is defined at the Company's website. The Company will notify the Customer if the Customer exceeds the storage limit. Subsequently, if the Customer does not limit the size of its stored and/or transmitted data, the Customer may be charged for additional storage space and/or transmissions, or Customer's access to and use of the Product may be suspended or terminated immediately, at the Company's sole discretion.

## **7. Prices and payment**

- 7.1 The Customer shall pay the fees in accordance with the price list set out at the Company's website and these Terms. A fee is charged for each device (e.g. Ipad) registered at the ContentTap website with the administrative account of the Customer per month – i.e. the Customer must pay for the devices registered during a calendar month. For example, if the Customer has registered one device on the 2 January, five devices on 10 January, deleted three devices on 12 January, and registered ten devices on 30 January, the Customer must pay for all the devices registered in January – a total of 16 devices.
- 7.2 The Company is entitled in its sole discretion to change the prices and these Terms. Changes will be notified in writing to the Customer before such changes take effect. Changes will at the earliest take effect from the following subscription period. The changes are deemed accepted by the Customer, unless the Customer terminates the subscription with usual notice, cf. clause 9, to expire at the end of the then current subscription period.

- 7.3 In addition to the above, the Company is entitled to change its prices according to changes in currency rates and general price changes. Such price adjustments will not be notified to the Customer before taking effect.
- 7.4 The Customer must pay invoices no later than the due date stipulated on the Company's invoices.
- 7.5 If the Company's invoice is not duly paid after three reminders, the Company is entitled to suspend the Customer's access to and use of the Product and the Customer's data without further notice. The Company is entitled to retain the Customer's data until payment has been received. The suspended access does not release the Customer from its obligation to pay the invoice and other accruing fees thereafter.
- 7.6 In the event of late payment, the Company will charge interest in accordance with the Danish Interest Act.
- 7.7 The Customer accepts to receive invoices and reminders sent by email to the email address registered with the Customer at the ContentTap website with the administrative account of the Customer.
- 7.8 Customers with residence outside the EU will not pay VAT. Danish VAT will be added to the license price for all Danish based customers. For customers with other EU residence and a valid VAT number, no Danish VAT will be added to the license price. For Customers with other EU residence and no valid VAT number, Danish VAT will be added to the license price.

## **8. Free trial**

- 8.1 The Company offers the Customer one 30 days' trial subscription for the ContentTap website for one initial user. The trial subscription is not subject to payment of subscription fees by the Customer.
- 8.2 If the Customer does not subscribe to the Product before the trial period expires, the Company may without notification terminate the Customer's access to the ContentTap website upon expiry of the trial period and delete the Customer's trial account, data and files, cf. clause 9.4.
- 8.3 Subject to clauses 8.1- 8.2, these Terms apply to the trial period. However, the Company does not have any obligations during the trial period and under-

takes no liabilities for access and use or inability or failure to access or use of the Product.

## **9. Term and termination**

- 9.1 The initial subscription period is one month for each device registered at the ContentTap website with the administrative account of the Customer, cf. clause 7.1. Hereinafter, the subscription period is automatically renewed for each device in successive periods of one month unless otherwise agreed. The Customer and/or the Company is entitled to terminate the subscription for any registered device no later than on the last business day of each month before the commencement of a new subscription period. If the subscription is not terminated within this timeframe, it is automatically renewed for the next month.
- 9.2 The Company may cancel the subscription for the Product immediately, if the Customer materially breaches these Terms or uses the Product unlawfully, excessive, abusive, exploitative, or not as implied or indicated by the Company at any time. Prepaid subscription fees will not be returned.
- 9.3 In case of termination of the subscription for the Product, the Customer will not be allowed to access and use the Product at the time of expiry/termination. The Customer acknowledges and agrees that the Company is entitled to delete the Customer as user and terminate the Customer's access to the Product without further notice.
- 9.4 Upon termination of the subscription agreement and at the Customer's instruction, the Company will
- 9.4.1 Delete the Customer's data and files immediately, or if no instructions are received
- 9.4.2 Store the Customer data and files for a period of not less than 90 days calculated from the day after the termination.
- 9.5 If the Customer has any unpaid invoices, the Company is entitled to delete the Customer's data and files without any further notice. The Company is also entitled to retain the Customer's data until payment has been received.



## **10. Warranties**

- 10.1 The Customer warrants to the Company that its use of the Product is legal in every respect and that the Customer and its users, whether internal or external, adhere to these Terms. The Customer will indemnify and hold the Company harmless from any third party claims, including all expenses and costs for the Company, arising out of the Customer's use of the Product, including but not limited to claims concerning infringement of any third party rights.
- 10.2 The Customer warrants that it is entitled to store and distribute its data in the Product under applicable law and will indemnify the Company of any claim and/or loss in this regard. The Company does not claim any ownership rights to the Customer's data and does not have an obligation to monitor the data stored or transmitted through the Product by the Customer. In case of a complaint, the Company is entitled to temporarily remove incriminated or alleged infringing data in the Product and to block access to such data.

## **11. Disclaimer of warranties**

- 11.1 The Company disclaims any and all warranties, representations and conditions, whether express, implied or statutory, including without limitation any warranties, duties or conditions of or related to merchantability, fitness for a particular purpose, lack of, accuracy or completeness of responses, results, correspondence to description, non-infringement, workmanlike effort and lack of negligence with respect to the Product, and the entire risk related thereto remain solely with the Customer.
- 11.2 In no event shall the Company be liable for any loss or damage arising out of Customer's access to, or inability to access, the Product or from Customer's reliance on any information provided herein. This limitation includes damages or any viruses, which may affect your computer, tablet, phone or other equipment.
- 11.3 Any information, picture or text, in the Product is provided "as is" with all faults and without warranty or representation of any kind, expressed or implied, including those of merchantability or fitness for a particular purpose. The Company makes no warranties or representations regarding the accuracy or completeness of the information.

11.4 The Company reserves its right to alter, modify, substitute or delete any content of the Product at any time and at its sole discretion.

## **12. Data protection**

12.1 The Customer retains the rights to its data as data controller, and the Company acts as data processor on the Customer's behalf. All processing by the Company of the personal data and other data provided by the Customer must be in accordance with the instructions from the Customer, and the Company must observe applicable data protection legislation, including section 41(3-5) of the Danish Act on Processing of Personal Data implementing EU Directive 95/46/EC on Processing of Personal Data.

12.2 The Company will take all necessary technical and organisational security measures, including any additional measures required to ensure that the personal data is not accidentally or unlawfully destroyed, lost or impaired or brought to the knowledge of unauthorised third parties, abused or otherwise processed contrary to the Danish Act on Processing of Personal Data. The Company uses third party hosting providers, including Microsoft Windows Azure Cloud to host the Product and to store all data uploaded to the Product by the Customer. Thus, data processed through the Product may be stored, processed, and transmitted outside the EU. The Company is not liable for any data losses or security breaches due to circumstances in the Windows Azure Cloud system.

12.3 When collecting personal information through the Product, the Company ensures that it always happens by obtaining your express consent, so that the Customer is informed of exactly what information is collected and why. The Company never collects personal data in cases where the Customer did not give this information at registration, subscription, through the Product, or participating in a survey.

12.4 Personal Data provided to the Company is never transmitted or sold in any way to third parties.

12.5 As registered with the Company, the Customer always has the right to object to the registration. The Customer also has the right to inspect the information recorded. These rights are statutory due to the Danish Act on Processing of Personal Data.

- 12.6 The Customer is obligated to keep user logins and passwords to the Product secret from any unauthorised users or third parties.
- 12.7 The Customer is obligated to ensure that the Customer has obtained all necessary rights and/or title to any and all of the Customer's data prior to any storage of such data in the Product. The Customer is under no circumstance entitled to store any data in violation of (i) any third party intellectual property rights and/or (ii) any applicable legislation. The Company is entitled to delete any data that in the sole discretion of the Company constitutes a breach of the aforesaid undertaking by the Customer, and the Customer will not be entitled to any compensation in that respect.

### **13. Assignment**

- 13.1 The Company is entitled to assign all of its rights and obligations pursuant to the subscription agreement, including these Terms to a third party.
- 13.2 The Customer cannot assign its rights and obligations pursuant to the subscription agreement to a third party without the prior written consent of the Company. Such content must not be unreasonably withheld.

### **14. Third party rights**

- 14.1 Subject to these Terms, the Company will defend a Customer from any claim or action ("Claim") brought or made by a third party against the Customer, and will pay any settlements agreed to by the Company or judgments finally awarded against the Customer in favour of the third party resulting from such Claim, to the extent based upon any Claim that the use of the Product infringes any valid EU patent, copyright, trademark, database right or trade secret, provided that the Customer (a) promptly notifies the Company in writing of any such Claim; (b) gives the Company full authority and control of the settlement and defence of the Claim, and (c) fully cooperates with the Company in the defence of such Claims, including providing adequate assistance and information at the Company's expense.
- 14.2 If a Claim for which the Company has indemnification obligations as provided above arises, or in the Company's opinion is likely to arise, the Company may, at its own expense and discretion, (a) obtain for the Customer the right to continue using the Product, (b) modify the Product to make it non-infringing,

or (c) terminate the subscription and refund to the Customer the subscription price paid for the Product for the remaining part of the subscription period.

- 14.3 This clause states the entire obligation of the Company and the exclusive remedies of Customers with respect to any Claims of infringement or proprietary rights violation.

## **15. Intellectual property rights**

- 15.1 The Company retains all intellectual property rights, including without limitation copyrights, patent rights, trademark rights, data base rights, know-how etc., in and to the Product. The Company does in no way assign, transfer or grant any rights to any of its intellectual property rights to the Customer.

- 15.2 The Customer is not allowed to assign, license, sell, rent out, lend out, hand over, or pass on the subscription to the Product to a third party without the written consent of the Company.

- 15.3 The Customer is not entitled to copy, reverse-engineer, disassemble, decompile, change or modify the Product or in any other way attempt to investigate, tamper with and/or discover the source code and/or the structural framework and/or the principles on which the Product is based except as expressly permitted under mandatory applicable law.

- 15.4 The Customer is not entitled to change or remove any marks and notices concerning copyright, patents, trademarks or other rights placed on, applied to or otherwise implemented in the Product.

## **16. Limitation of liability**

- 16.1 The liability of either party is subject to the ordinary rules of Danish law, save for the exceptions and limitations as expressly set out in these Terms.

- 16.2 The Company will only be liable for the Product and excludes liability for any other products, services, tasks or services provided by cloud or hosting providers and/or agents acting on behalf of the Company. In no event will the Company be liable for the services, tasks or obligations to be performed by the Customer and/or any third party.

- 16.3 The Company will not be liable for any direct, indirect, punitive or other damages or losses including, without limitation, damages for loss of profits, business interruption, loss of data or the restoration thereof, product liability or personal injury arising out of the use of or inability to use the Product or data, including, but not limited to, business interruption, lost business or lost profits or savings. The aforesaid exclusions and limitations apply irrespective of whether such damages or losses are caused by acts or omissions by the Company attributable to the Company as negligent (including both gross and simple negligence) or incidental.
- 16.4 In addition to the exclusions and limitations of liability set forth in clauses 11, 14, and this clause 16, the entire liability of the Company (whether in contract, tort, gross or ordinary negligence, strict liability, breach or termination of contract, claim of repayment or proportionate repayment, by statute or otherwise) to pay any damages, compensation or any other amounts is limited and capped to an aggregate amount equal to the total aggregate subscription price actually paid by the Customer to the Company for the provision of the Product during the preceding three months prior to the act or omission that the liability arises from. Furthermore, the Company's liability towards the Customer cannot in any circumstances, separately or all together, exceed EUR 5,000.

## **17. Confidentiality**

- 17.1 All advertising, press releases, public announcements and public disclosures by a party relating to the subscription must be approved by both parties prior to release to any third party. This clause does not prevent a party from making such press releases, public announcements or public disclosures as may be required by law or otherwise are reasonably justified to protect a party's legitimate interests. The Company is entitled to use the Customer's name as a reference in connection with the Company's marketing on the Company's website activities without the Customer's prior approval.
- 17.2 The termination of the subscription agreement will not affect the parties' obligations under this clause 17.

**18. Force Majeure**

- 18.1 A party will not be liable for non-performance of its obligations (other than failure to pay any amounts due) in the event that a situation arises beyond its reasonable control including failure or breakdown of telecommunications networks and lines, regulations by government authorities, lock-outs, strikes, infrastructure breakdowns, natural disasters, epidemics, pandemics, acts of terrorism, fires, floods, storms, fire storms, sabotage, vandalism, damages caused by computer virus, hacking, war, civil wars, riots, nuclear disaster etc. which such party did not take into account prior to the execution of these Terms. This includes such situations with the party's sub providers.

**19. Governing law and venue**

- 19.1 The Terms and Customer's subscription to the Product are governed by Danish law.
- 19.2 Any dispute between the Company and the Customer arising out of or in connection with the subscription to the Product and these Terms will be subject to the jurisdiction of the ordinary courts of Denmark, at the Company's then-current venue.