

Standard terms and conditions, revision 2.0

1 THE AGREEMENT

1.1

This agreement is a legal agreement between the person, the company or the organization (“the User”) that has licensed a software product (“Product” or “the Product”) and Webshipr ApS. (“Licensor” or “Application Service Provider”). The Product must only be purchased through the official website of the Application Service Provider.

1.2

By installing and/or using any Product offered by the Licensor, the User certifies and accepts this Agreement and agrees to be bound by the terms of this agreement. These standard terms and conditions only relate to the Products offered by the Licensor, regardless of whether other software or platforms are referred to or described herein. The Products included in this agreement are only licensed, not sold, to the User and must only be used by complying with the terms and conditions of the present agreement. The licence for the use of the Product is not exclusive. The Application Service Provider reserves all the rights which are not explicitly granted to the User. The Product that is subject to this licence is referred to as the “Licensed Application”.

2 LIMITATIONS OF THE LICENCE

2.1

The licence which is granted to the User of the Licensed Application by the Application Service Provider is limited to a non-transferable licence to be used only on the User’s Devices owned or controlled by the User. This licence does not give the User the right to use the Application on devices that are not owned or controlled, and the User is not entitled to distribute the Licensed Application to others.

2.2

The User is not entitled to rent, lend, borrow, sell, redistribute, or sub-license the Licensed Application. The User is not entitled to copy (unless explicit permission from the Licensor is granted), decompile, carry out reverse engineering, disassemble, attempt to extract the source code, modify, or create derivative works of the Licensed Application, updates or parts thereof. Attempting to do so is a violation of the Application Service Provider’s rights. These terms and conditions also apply to any updates sent by the Application Service Provider for this Product, unless such updates have separate terms and conditions attached. In this case, these separate terms and conditions will apply.

3 USE OF DATA

3.1

The User accepts that the Application Service Provider may be entitled to collect and use technical data and related information, including but not limited to information about the User's devices, system and software used in order to facilitate upgrades, product improvements, product support or other services. The Application Service Provider may use this data as long as its form does not personally identify the User.

4 TERMINATION

4.1

This Agreement shall continue until it is terminated by the User or Application Service Provider. The User's rights under this licence will automatically cease if the User does not comply with all terms and conditions of the agreement. Upon termination of the agreement, the User must fully or partially destroy all copies of the Licensed Application.

5 SERVICES AND USE

5.1

The use of the Licensed Application requires access to the Internet. Any costs for the internet or telecommunications provider will not be considered as part of the Licensed Application, and the User will be responsible for incurring these costs to third parties.

5.2

The Application Service Provider is not responsible for the data or the links that the User enters or otherwise adds or modifies in the system. Moreover, the use of the Licensed Application is at the User's own risk.

5.3

The User agrees that the Licensed Application may contain material that is covered by intellectual property rights or other laws, including but not limited to copyright, and the User agrees not to use this information in ways that are not permitted by law or current terms.

5.4

The Application Service Provider reserves the right to modify and update the Licensed Application.

6 6. COMPLAINTS, DEFECTS AND FAULTS

6.1

The User is obliged to immediately carry out control of the product and to examine it for any deficiencies within 14 days of receipt of a Product.

6.2

If the User notes or should have noted any defects or faults in the Product at the time of delivery, the User must immediately complain in writing to the Application Service Provider by stating the defects claimed. The right to invoke deficiencies will cease provided complaints are not submitted in a timely manner and in accordance with the information stated herein.

6.3

The liability of the Application Service Provider for defects is always and in every situation limited according to the Application Service Provider's discretion either to remedy the defect or make the necessary replacement. If the Application Service Provider replaces or repairs the defective Product(s), the User is entitled to cancel the agreement and claim damages or other compensation (delay must not be deemed to exist under those circumstances).

6.4

The User is entitled to cancel the agreement if the Application Service Provider will not replace or repair the defective Product(s).

6.5

The responsibilities of the Application Service Provider include damages that could not have been foreseen at the time of entering into the contract. The responsibilities of the Application Service Provider for any loss or damage are limited in amount to 1/3 of the agreed contract price (if this is a benefit, excl. materials). However, the total maximum liability of the Application Service Provider can never exceed DKK 10,000.00.

6.6

The Application Service Provider must not be held liable, regardless of the basis on which a claim is made, and regardless of the degree of negligence, for consequential or indirect losses, such as business interruption, loss of business profits, consequential loss, loss of goodwill, failure to achieve the anticipated savings, etc.

6.7

The Application Service Provider is entitled to allow the service partners to remedy or replace the defective Product(s).

6.8

The Application Service Provider is not responsible for defects in the delivery as a result of maladministration of the Application Service Provider's subcontractors or otherwise justified by the subcontractor's circumstances. Should the Application Service Provider have a valid claim with a subcontractor, the Application Service Provider will hereby transfer this claim to the User so that the User is obliged to solve the claim directly with the subcontractor.

7. PAYMENT

7.1

All credit card payments are subject to a fee at the amount corresponding to the fee invoiced to Webshipr by Nets/Teller.

All Bank payments are subject to a fee of 50 DKK excluding taxes.

8. APPLICABLE LAW AND JURISDICTION

8.1

The current agreement is subject to Danish law and any disputes must be resolved by the court in Aarhus as the agreed jurisdiction.