

## General trade terms

Valid per January 1<sup>st</sup>, 2020

### 1 General

- a. Any agreement entered with IntraManager LLP is covered by these general terms and conditions of trade and business as well as applicable Danish and international law. The customer accepts all the conditions described in this general terms and conditions of trade and business by signing this agreement.
- b. Any deviations from one or more of these conditions only applies if they are expressly specified in the customer's agreement with IntraManager LLP.
- c. All prices are by default stated in Danish kroner, excl. VAT and any other expenses, unless otherwise stated by IntraManager LLP.
- d. All IntraManager's listed prices can be adjusted with a 3-month notice to the end of a quarter, if it can be justified by changes in market conditions or increased costs for hosting, operation, security, support etc.
- e. If there are any discrepancies between the customer and IntraManager LLP, these will be decided by Danish law. At IntraManager LLP's choice, the dispute must be settled by the district court in Odense as the proper venue or by arbitration in accordance with "Rules for handling cases at the Danish Arbitration Institute"
- f. IntraManager LLP reserves the right to use the customer as a reference in connection with sales material, marketing and inquiries, unless otherwise is agreed in writing.

### 2 Subscription & termination

- a. A subscription is valid from the date specified in the corresponding agreement or invoice.
- b. The customer can terminate the subscription at any time with a notice of 3 months to the end of a quarter. However, this do not apply agreements with an agreed binding period (cf. sections 2.c. & 2.d.)
- c. For agreements with a binding period, the termination of the agreement must take place at least 3 months before the end of the period and must be sent in writing to IntraManager LLP. If this has not happened, the agreement will continue at IntraManager's general subscription and trading terms and at the current list prices.
- d. Where a binding period has been agreed upon, the customer must continue to pay until the expiry of the agreement (binding period), whether the system is used or not.
- e. IntraManager LLP reserves the right to, at any time and with immediate effect, terminate an agreement and shut down a customer's activities, if there are arguments or evidence that the customer has violated this agreement or otherwise misused IntraManager LLP, or any closure in any other way is deemed necessary by IntraManager LLP. In this case, the customer remains liable to pay for the entire period that have been agreed upon.
- f. IntraManager LLP can terminate the subscription at any time with a notice of 3 months.
- g. The agreement cannot be transferred, sold or otherwise transferred to third parties by the customer without the express written consent of IntraManager LLP. The customer is not entitled to use the system in affiliates, subsidiaries or other affiliated companies, unless stated in the customer's agreement with IntraManager LLP. If this occurs without written

consent from IntraManager LLP, the customer has violated this agreement and IntraManager LLP can immediately exercise the right stated in section 2.c.

- h. The agreement does not, as a rule, contain any right of withdrawal, except for standard services for private customers, cf. the Consumer Protection Act, covered by the 14-day right of cancellation. Consultancy services and similar individual solutions are not covered by this right of withdrawal, as these are specially designed services aimed specifically at the individual customer.

### **3 Payment and billing**

- a. Payment must be made within the agreed payment deadline, which is normally 14 days net unless otherwise is agreed in writing.
- b. IntraManager LLP reserves the right to change the payment terms for a customer if, through a minimum of two cases, it turns out that the customer has not been able to meet the conditions.
- c. Invoicing takes place via e-mail to the e-mail address provided by the customer but can be sent by the customer's request to an address provided by the customer. However, this is done against an administration fee of DKK 25, - per. invoice. Public customers are billed electronically via OIOXML to the customer's EAN number. In this case, IntraManager LLP also reserves the right to charge an administration fee of DKK 25.
- d. It is the customer's responsibility to ensure that information such as name, address, e-mail addresses, telephone numbers and other information for the company as well as its contact person(s) for IntraManager LLP are always updated.
- e. In the event of non-payment, IntraManager LLP reserves the right to suspend any services and to issue up to three reminders with a fee. For every reminder notice, a fee of DKK 100 will be charged per reminder. In addition, we reserve the right to impose 2% interest on the amount owed per commenced month. In the case of a second reminder to a Business customer, a compensation amount of DKK 310 will be charged further.
- f. In case of non-payment, IntraManager LLP also reserves the right to withhold all assets, such as data, until payment is received.
- g. In case of continued non-payment 10 days after the first reminder, IntraManager LLP reserves the right to transfer the case to a debt collection. All costs associated with any collection proceedings will be charged to the customer. IntraManager LLP also reserves the right to claim payment for any future periods to which the customer has committed, and to take these payments in the same debt collection.
- h. In the event of continued non-payment 30 days after the first reminder, IntraManager LLP reserves the right to delete all data stored for the customer and to take over any assets to cover part of the amount owed.
- i. Although the customer's services have been closed, data deleted and any assets taken over due to non-payment, the customer will remain bound to pay for the entire period the customer has bound for. If assets have been acquired and, if possible, resold, these will be deducted from the owed amount.
- j. When paying by debit or credit card, the customer incurs all transaction costs.
- k. When registering for a subscription payment via debit card, future invoices will automatically be drawn on the payment card specified by the customer, after which a copy of the invoice will be sent by email. The customer can cancel automatic subscription payment at any time by contacting IntraManager LLP.

- I. If a replacement of the debit card is requested for a subscription payment or if the debit card is blocked, the customer must contact IntraManager LLP for the purpose of arranging an alternative payment method.

#### **4 Guidance & consulting services**

- a. Offers based on a fixed price are only valid by an express written agreement, otherwise the offers will work as an estimated price from IntraManager LLP and may therefore vary when the final product has been delivered to the customer.
- b. Guidance on hosting services, such as estimated usage or required band width or server power, are exclusively estimated guides from IntraManager LLP, and thus IntraManager LLP cannot be held liable to these holds, unless otherwise is expressly agreed in writing.

#### **5 Force Majeure**

- a. IntraManager LLP is not responsible for losses due to force majeure, including failing power supplies, failing telecommunications, fire, smoke damage, explosion, water damage, vandalism, burglary, terror, sabotage, strike, lockout, boycott, blockade or other circumstances outside IntraManager LLP's control and which IntraManager LLP could not be reasonably be expected to have foreseen at the time of the signing of the agreement.
- b. If, for unforeseen reasons, IntraManager LLP is unable to deliver an agreed product, IntraManager LLP reserves the right to cancel any contracts without any consequences. However, IntraManager LLP is obliged to repay any prepaid amounts.

#### **6 Development**

*Development includes programming, design and preparation of applications, graphic tasks, printed matter, documents, documentation, web pages and other material developed or resold to the customer by IntraManager LLP.*

- a. All rights to the developed material accrue to IntraManager LLP and may not in any way be taken over, resold, transferred or otherwise deprived of the material, whether the entire developed material or just parts of it.
- b. The customer is entitled, unless otherwise agreed in writing, to use, modify and further develop the developed material and have a third party modify or further develop material developed by IntraManager LLP. However, third parties may not take the rights of the original, developed material. If a third party is involved, it is the customer's responsibility to ensure that the third party meets these conditions.
- c. By using third-party components, software or other developed material, the customer is liable even for any legal consequences that would be unlawful use or redistribution thereof provided by third parties.
- d. IntraManager LLP cannot in any way be held responsible for the use of the developed material or the context in which the material is used in

- e. IntraManager LLP cannot be held responsible for the authenticity or rights of used material supplied by the customer, such as graphic material for the preparation of web pages or other development work.
- f. If the customer wants to be trained in using the supplied development material or preparation of any documentation, the customer is obliged to order this at current hourly rates.

## **7 Conditions of hosting**

- a. It is the customer's responsibility to ensure that all data and material stored on and distributed through the customer's hosting services at IntraManager LLP, comply with both Danish and international law, do not infringe any copyrights or have infringing or offensive material.
- b. All equipment and / or data transferred to IntraManager LLP in connection with repairs, hosting or any other service is in no way insured or liable in the event of any loss or damage.
- c. IntraManager LLP cannot in any way be held responsible or liable for any loss or damage to data on its own, customers or third-party servers or other storage devices, and cannot in any way be held responsible for any consequences such loss will have on the customer. It is therefore also the customer's own responsibility to verify that backups are made and sent as well as usable unless otherwise agreed in writing.
- d. IntraManager LLP cannot be held responsible or liable for loss of data, equipment or other for the thirdparty. However, it is IntraManager LLP's responsibility to do its best to keep data and equipment secure.
- e. IntraManager LLP cannot not be held liable for eventual downtime, reduced accessibility or problems with certain connections to hosting services, unless a special written agreement has been made and agreed upon. Exceptions at this point depend on who has signed, and possibly which, a kind of a service agreement.
- f. IntraManager LLP reserves the right to shut down or disconnect equipment if it poses a problem to the general operation or safety or is to the annoyance of other parties. IntraManager LLP also reserves the right to investigate the customer's use of any hosting services if there is a suspicion of use that is in violation of these conditions or applicable Danish or international law.
- g. IntraManager LLP reserves the right to change the prices and conditions for the service(s) a customer receives with a 30-day's notice. If this happens, a customer is entitled to rescind the agreement with immediate effect and to have a refund of any prepaid periods. However, a condition for withdrawal from the agreement is that IntraManager LLP cannot accept the individual customer by retaining the old conditions or otherwise entering a compromise.
- h. When renting web and mail hotel hosting, it is not allowed to use the web hotel as a file archive or the mail hotel for exaggerated exchange of files. In these cases, IntraManager LLP reserves the right to suspend the hosting service until a solution has been found, and if the parties cannot agree on a solution, to completely cancel the hosting services.
- i. Mail hotels or other services within hosting at IntraManager LLP must not be used to send unwanted e-mails (known as spam), threats or anything else that is bothersome or offensive to the recipient.

## **8 Sales**

- a. Ordering of hardware or other goods is binding and cannot be canceled unless it is the result of a written, agreed delivery time or standards that are not being met.
- b. IntraManager LLP reserves the right of ownership until the full payment is received and may therefore also claim the goods back if it has not been paid.