

**DEPT**

Dept Denmark • August 2021

# General Terms and Conditions

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## 1 Definitions

- 1.1 The following terms are capitalised in these General Terms and Conditions (these 'Conditions'), both in the singular and in the plural. These terms have the following meanings:

**Agreement:** The agreement between Dept and Client concerning provision of the Service, including any statements of work issued there under and/or any service level agreements.

**Annex:** Appendix to these conditions with specific provisions relating to the Service to be provided.

**Client:** The natural person or legal entity that has concluded, or is going to conclude, an Agreement with Dept.

**Conditions:** These general terms and conditions of Dept including all applicable Annexes.

**Dept:** Contracted Party: Dept Denmark Holding ApS, Langebrogade 6E, 1st floor, 1411 Copenhagen K, Denmark, CVR no. 39691140, acting under the name of Dept, and its group companies that have declared these Conditions to be applicable.

**GDPR:** EU General Data Protection Regulation 2016/679 (the 'GDPR').

**IP Rights:** All intellectual property rights and associated rights such as copyrights, trade mark rights, patent rights, design rights, trade name rights, database rights and related rights, as well as rights to know-how and performances on a par with these rights.

**Parties:** Dept and Client.

**Personal Data:** Each piece of information relating to an identified or identifiable natural person within the meaning of Article 4(1) of the GDPR.

**Service:** The services to be provided to the Client by Dept pursuant to the Agreement, including, if applicable, results of these Services.

## 2 General

- 2.1 These Terms and Conditions apply to and form an integral part of all offers and quotations of Dept, Agreements and any other legal acts related thereto between Dept and the Client or its legal successor. The specific Annexes also apply as agreed between Dept and Client. If this general part of these Conditions is contrary or incompatible as regards any aspect with the provisions in the Annex agreed between Dept and the Client, the provisions in the Annex(es) concerned will prevail.
- 2.2 If these Conditions state that an act must be carried out in writing, this is deemed to refer to email as well. Electronic communication between the Parties will be deemed to have been received on the day it was sent, unless proof to the contrary is furnished.
- 2.3 Any departures from these Conditions are only valid if they have been agreed explicitly in writing by Dept and the Client, and they only apply to the specific Agreement for which they were agreed.
- 2.4 The Client's generally applied purchase or other conditions do not apply to any legal relationship between the Parties.
- 2.5 Once these Conditions have been applied to a legal relationship between Dept and the Client, the Client is deemed to have agreed in advance to the applicability of these Conditions to any Agreements concluded or to be concluded thereafter.
- If and insofar as any provision in these Conditions is declared to be null and void or is annulled, the other provisions in these Conditions will remain in full force. In that case the Parties will consult to determine a new provision to replace the provision that is null and void or that has been annulled, thereby taking the purport of the void or annulled provision into account as far as possible.

- 2.6 In the R of a conflict between provisions in an Agreement and these Conditions, the provisions in the Agreement will prevail.
- 2.7 In the event of a conflict between these Conditions and a specific Annex, the provisions in the specific Annex(es) will prevail.
- 2.8 Dept is authorised to amend these Conditions. The Client will be informed to that effect in writing.

## 3 Quotations and formation of the Agreement

- 3.1 Quotations and other offers by Dept are without obligation to perform if not accepted / confirmed by the Client, unless Dept has explicitly indicated otherwise in writing.
- 3.2 Offers and quotations lose their validity four (4) weeks after their date, unless otherwise indicated in writing.
- 3.3 The Client guarantees that the details disclosed by, or on behalf of it, to Dept, on which Dept has based its quotation/offer, are correct and complete. If those details should prove not to be correct or complete, Dept is entitled to modify the quotation/offer.
- 3.4 An Agreement is formed when Dept has received a written confirmation from the Client of an unmodified valid quotation and/or offer made by Dept.
- 3.5 Commissions issued (confirmations/orders placed) by the Client are irrevocable.
- 3.6 Dept is authorised at all times to terminate negotiations without stating reasons and without being liable for any damage/loss caused as a result, and without being obliged to continue negotiations.

## 4 Performance of the agreement and delivery

- 4.1 Dept will perform the Agreement to the best of its knowledge and ability and in accordance with the standards of the profession. The obligations of Dept on the basis of the Agreement should be interpreted as the best effort obligation. Any arrangements about a Service level must be agreed in writing in a Service Level Agreement.
- 4.2 In the Agreement the Parties will determine the delivery term and delivery dates as well as the place and manner in which the Services will be delivered and/or provided. The duration of an assignment depends on various factors and circumstances, such as the quality of the data and information disclosed by the Client and the cooperation of the Client and relevant third parties. The aforementioned delivery terms are therefore not strict deadlines. In the event that a delivery term or other term is exceeded, or is likely to be exceeded, the Parties will consult with each other as soon as possible in order to take suitable measures. Delay, for whatever reason, with respect to agreed delivery times does not give the Client any entitlement to compensation, unless explicitly agreed otherwise in writing.
- 4.3 If it has been agreed that the Agreement will be performed in phases, Dept is authorised to postpone the commencement of the Services that form part of a subsequent phase until the Client has approved the results of the prior phase in writing.
- 4.4 Dept is not obliged to follow instructions that alter or add to the content or scope of the agreed Services; if such instructions are followed, the activities concerned must be paid in accordance with Dept's usual rates and Dept will notify the Client of this situation.
- 4.5 Dept is entitled to have the Agreement carried out by third parties wholly or in part, or to engage third parties for the performance of the Agreement.
- 4.6 If applicable given the type of Services (but in any case excluding digital marketing Services), Services will be deemed by the Parties to have been accepted if the Client has not informed Dept and substantiated in writing and in sufficient detail, within five (5) working days after delivery of the Services concerned, that the Services are not accepted and the reason(s) why. If the Services are not accepted and the Client can sufficiently demonstrate that the Services provided do not fulfil the Agreement, Dept must replace or adapt the Services

within a reasonable deadline. If the Client again does not accept the Services, the Parties will perform the acceptance procedure again. This procedure will be repeated if the Client again substantiates, during the new acceptance test, the reason(s) why the Services provided do not fulfil the Agreement.

## 5 Prices and terms of payment

- 5.1 All prices are exclusive of turnover tax (VAT) and other government levies. The prices are based on performance during normal working hours.
- 5.2 Work which is not stated in the quotation/offer is not covered by the Agreement and may lead to an overall price increase. Dept shall inform the Client accordingly in a timely manner.
- 5.3 Unless explicitly agreed otherwise in writing, price indications, estimates, budgets and/or cost estimates issued by Dept are merely for information purposes, and no rights or expectations may be derived from them. Only if the Parties have so agreed is Dept obliged to inform the Client when a cost estimate or estimate will be exceeded.
- 5.4 All prices indicated in writing or electronically by Dept are subject to programming and typing errors or spelling mistakes. Dept is not bound by such errors and/or spelling mistakes.
- 5.5 The Parties will set down in the Agreement the date or dates on which Dept will charge the fee for Services to the Client. The Client will pay invoices in accordance with the terms of payment stated on the invoice. In the absence of a specific arrangement, the Client must pay within fourteen (14) days after the invoice date. All payments must be made without any deduction, suspension or set off.
- 5.6 The payments made by the Client will first be used to pay all due interest and costs, and then the payable invoices which have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
- 5.7 If the Client does not pay the amounts due on time, the Client will be in default and interest on the outstanding amount may be added in accordance with the Danish Act on Interest (renteloven), without any demand or notice of default being required. If after a demand the Client still fails to pay the claim, Dept may refer the debt for collection, in which case the Client will be obliged to pay, in addition to the total amount due, all judicial and extrajudicial costs and fees, including costs of lawyers and (other) external experts.
- 5.8 Dept is entitled to retain Services that are still in its possession if the Client does not comply with its payment obligation.
- 5.9 During the term of an Agreement, Dept is authorised to increase the prices for its Services (including hourly rates) if Dept considers this is necessary (for example to adjust for market rate changes). This has to be announced in writing with 6 months' notice.
- 5.10 Comments or complaints about invoices, bills and fee statements must be notified by the Client to Dept in writing within fourteen (14) days after receipt of the invoice, bill or fee statement concerned, failing which the invoice, bill or fee statement will be deemed to have been accepted by the Client. Such complaints do not suspend the obligation to make payment.
- 5.11 Dept is entitled to send the Client interim invoices and/or to offset and/or or require prepayment for further execution of the Agreement or other security for compliance by the Client.

## 6 Changes to the assignment and/or extra work

- 6.1 The Client accepts that the time schedule of the Agreement may be affected if the scope of the Agreement is expanded and/or altered while the Agreement is still being performed. If the interim alteration affects the agreed remuneration, Dept will report this as quickly as possible to the Client.
- 6.2 If on the basis of an alteration to the Agreement as a result of

extra requests or wishes on the part of the Client Dept must carry out extra work (additional work), this work will be charged to the Client on the basis of actual costs at the usual rates that apply at that time, unless explicitly agreed otherwise in writing.

## 7 Obligation of the Client

- 7.1 The Client will ensure that all data and/or information that Dept has indicated are necessary, or which the Client reasonably ought to understand will be necessary for the performance of the Agreement, including information about legislation or regulations to be complied with by Dept that applies specifically to the Client's field of work, are disclosed to Dept in good time, and the Client will cooperate with Dept insofar as the latter requires. Quotations and offers issued by Dept as well as the Agreement concluded afterwards are based on the information disclosed by the Client. Dept is not liable for loss or damage which arises due to work having been based on inaccurate and/or incomplete details and information provided by the Client.
- 7.2 If data needed for the performance of the Agreement is not disclosed to Dept in good time, Dept is entitled to suspend performance of the Agreement and/or to charge to the Client the extra costs arising from the delay at the usual rates that apply at that time.
- 7.3 Insofar as, within the framework of the Agreement, Dept discloses user names and/or passwords, the Client is responsible for these user names and/or passwords and is entirely liable for any misuse made of the user names or passwords, unless such misuse is the result of intent or gross negligence on the part of Dept.
- 7.4 Insofar as Dept discloses user names and/or passwords within the framework of the Agreement, the Client is prohibited from disclosing these user names and/or passwords to third parties without Dept's consent.

## 8 Termination, premature termination and the related consequences

- 8.1 An Agreement takes effect at the moment stated in Article 3.4, or any other moment agreed between the Parties, for the period agreed in writing between the Parties and ends either on the date agreed by the Parties or when the provision of Services has been completed.
- 8.2 Unless explicitly agreed otherwise in writing, either Party may terminate the Agreement prematurely in writing by giving a notice of at least three (3) months to the other Party. Dept is entitled to charge payment for Services that have been delivered and/or carried out at the time of termination. If the Client terminates the Agreement prematurely, Dept is also entitled to charge cancellation costs.
- 8.3 If either Party commits a material breach of its obligations under the Agreement and the breach is not remedied within 4 weeks after the other Party has made a written demand for remedy, the non-breaching Party is entitled to terminate the Agreement without further notice and to claim compensation for any loss suffered as a result of the breach (subject to Article 12 below).
- 8.4 Dept is entitled to terminate the Agreement wholly or in part immediately, if bankruptcy or restructuring proceedings are commenced against the Client, unless such termination is contrary to the provisions of the Danish Bankruptcy Act (konkursloven), as well as if the Client's business is closed down or liquidated, or if the decisive control of the Client's business changes. If the bankruptcy estate or restructuring administrator wishes to become a party to the Agreement, it must, on request and without undue delay, give written notice that it intends to enter into the Agreement. Such written notice must be received by the other Party within 1 week after the date of the request.

- 8.5 If the Agreement is terminated, any Services that Dept has delivered and/or carried out will not be undone and the Client must pay for those Services, unless the Client proves that Dept is in default with regard to the material part of those Services. Amounts which Dept has invoiced before the termination, in connection with Services that it has delivered and/or carried out for the performance of the Agreement, will continue to be payable, with due regard for the provisions of the previous sentence, and will become immediately due and payable at the moment of termination.
- 8.6 If the Agreement is terminated, all rights granted to the Client will cease to have effect. The Client will no longer be authorised to make use of the Service.
- 8.7 Articles that, by their nature, are intended to continue to apply after the end of the Agreement will remain fully effective after the Agreement is terminated.

## 9 IP Rights

- 9.1 Unless explicitly stated otherwise in the Agreement, all IP rights to the Services provided within the framework of the Agreement, as well as all other materials or information which Dept has made available will be vested exclusively in Dept and/or its licensors.
- 9.2 Nothing in these Conditions and/or the Agreement implies a transfer of IP Rights to the Client. The Client will obtain solely a non-exclusive and non-transferable right of use to the Services for the purposes stipulated in the Agreement and on the conditions stipulated in the Agreement. Unless explicitly stipulated otherwise in writing, the right of use granted applies only for Denmark.
- 9.3 The Client is not permitted to remove and/or alter any identifiers concerning IP Rights from the results of Services.
- 9.4 Dept explicitly does not relinquish any personality rights referred to in Section 3 of the Danish Copyright Act (ophavsretsloven).
- 9.5 Dept is permitted to use the Services and the materials used for the implementation of the Agreement, such as designs, drawings, films, software, files whether electronic or otherwise, reports, formats and interviews, for purposes of its own promotion and/or publicity, unless otherwise stipulated in the Agreement.
- 9.6 Dept reserves the right to introduce technical protective measures into the Services. The Client is not permitted to circumvent these technical protective measures or to offer means to do so.

## 10 Privacy

- 10.1 If within the framework of performing the Services, Dept has to process Personal Data of customers of the Client, Dept shall be deemed to be the 'processor' within the meaning of the GDPR and the Client shall be deemed to be the 'controller'.
- 10.2 The Client guarantees to Dept that the data are not unlawful and that they do not infringe the rights of third parties. The Client must indemnify Dept against all legal action or claims by third parties, including supervisory authorities and data subjects, on any basis whatsoever, in connection with the processing of this data within the framework of the Agreement.
- 10.3 Pursuant to the legislation on the processing of Personal Data (such as the GDPR), the Client may have obligations to third parties, such as obligations to disclose information, and to allow data subjects to gain access to, correct and remove their Personal Data. The responsibility for complying with such obligations lies fully and solely with the Client. To the extent technically possible, Dept will cooperate with the obligations to be complied with by the Client, including transmitting requests from third parties within the framework of the Client's obligations. The costs associated with such cooperation must be fully borne by the Client.

- 10.4 Dept will take appropriate technical and organisational measures, or have them taken by third parties, and will maintain them and if necessary adjust them, in order to protect Personal Data that it processes on the instructions of the Client, in order to prevent unlawful processing. Dept will not process Personal Data obtained from the Client for its own purposes.
- 10.5 Dept will discuss with the Client the appropriate technical and organisational measures to be taken for the protection of Personal Data from loss or from any other form of unlawful processing.
- 10.6 The Client acknowledges that it has full knowledge of the technical and organisational measures to be carried out by Dept and herewith declares that these measures will guarantee a suitable level of protection, taking into consideration the state of the art and the costs of implementation and having regard to the risks involved in the processing and the nature of the data to be protected.
- 10.7 If, despite the fact that Dept has implemented the agreed appropriate measures, a security incident occurs involving i) destruction, ii) loss, iii) falsification, iv) unauthorised distribution of and/or access to, or v) any other form of unlawful processing of Personal Data, the Client cannot hold Dept liable for any loss or damage sustained as a result of such incident.
- 10.8 If the Client explicitly requests measures which, in the opinion of Dept, cannot be regarded as suitable technical and organisational measures, the implementation thereof will be entirely for the account and risk of the Client, and Dept does not accept any liability for any loss or damage suffered by the Client or third parties.
- 10.9 The Client must indemnify Dept in full against all claims by third parties, including but not limited to fines/penalties imposed by authorities/regulators that are in any way based on the assertion that the technical and organisational measures taken by Dept as referred to in Article 10.8 are not appropriate and/or are otherwise not adequate.

## 11 Confidentiality

- 11.1 The Parties will treat all information they obtain from one another, in any form whatsoever - written, verbal, electronic or physical - including but not limited to software, (source) codes, programs, applications, customer details, know-how, technical specifications, documentation ('Confidential Information') as strictly confidential, and will keep it secret during the term of the Agreement and for five (5) years after the end of the Agreement.
- 11.2 The Parties will only use Confidential Information for the purposes for which it was disclosed and in doing so will observe at least the same duty of care and safeguards that apply to their own internal confidential information. The Parties will only disclose the Confidential Information to employees, and employees of affiliated businesses and subcontractors, insofar as is necessary within the framework of the (implementation of the) Agreement. Comparable provisions in relation to confidentiality must be imposed on these employees and subcontractors.
- 11.3 The obligations to maintain secrecy with regard to Confidential Information do not apply insofar as the receiving Party can demonstrate that the information concerned:
- i) was already known to it when it was received;
  - ii) was already publicly known when it was received;
  - iii) became publicly known after receipt and this is not attributable to the receiving Party;
  - iv) was received in a lawful manner from third parties along with the right to communicate it publicly without any obligation to maintain secrecy;
  - v) must be disclosed pursuant to legislation or regulations or pursuant to a court order, and the disclosing Party has informed the other Party of such an obligation to communicate it to the public;
  - vi) was made public with the approval of the Party disclosing it.

## 12 Limitation of Liability and Indemnification

- 12.1 Dept's maximum liability to the Client arising out of or directly or indirectly related to the performance or non-performance of the Agreement, for all delays, losses, damages, liabilities and obligations whatsoever and howsoever arising (whether under contract, breach of contract, tort including negligence and strict liability, product liability, breach of statutory duty, or any other legal or equitable theory) is limited to 50% of the total price stipulated for the Agreement (excluding VAT and media fees) or DKK 2 million, whichever is the lowest. If the Agreement is a continuing performance contract with a term of more than one year, the liability limitation amount shall instead be 50% of the total payments stipulated for one year (excluding VAT and media fees) or DKK 2 million, whichever is the lowest. In addition, Dept shall not be liable to the Client for any compensation in excess of DKK 3 million in total and aggregate in relation to claims brought by such Client within any period of two calendar years.
- 12.2 Dept is not liable for indirect or consequential loss/damage, lost profit, loss of time or reputation, missed savings, reduced goodwill, damage/loss due to operational delays, damage/loss as a consequence of claims by purchasers/customers of the Client, damage/loss relating to the use of third-party goods, materials or software prescribed to Dept by the Client and damage/loss relating to the engagement of third parties prescribed by the Client to Dept. Nor is Dept liable for deformation, destruction or loss of data or documents.
- 12.3 Dept is not liable for damage/loss which is covered by insurance taken out by the Client.
- 12.4 Liability on the part of Dept due to breach of the Agreement can only arise if the Client has notified Dept of the breach in writing immediately after the Client has become aware of the breach and has given Dept a reasonable deadline (of not less than 4 weeks) to rectify such breach, and the breach has not been rectified after such deadline has expired. The Client's notice of breach must include as complete and detailed a description of the breach as possible, so that Dept has the opportunity to respond adequately. The requirement to set a reasonable deadline for Dept to rectify a breach, does not apply if the nature of the breach is such that it cannot be rectified.
- 12.5 Any right to compensation is always subject to the Client reporting the damage/loss as quickly as possible, and in any event within thirty (30) days after it has occurred. If Dept is not informed by the aforementioned deadline, Dept shall be released from all liability whatsoever in connection with the said damage/loss. Furthermore, and in any event, Dept shall be released from all liability whatsoever in respect of a damage/loss, unless suit is brought within twelve (12) months after the damage/loss has occurred. The Client bears the full risk and responsibility for its use of the Services. Dept does not accept any liability for use of the Services by the Client. The Client must indemnify Dept against any claims by third parties in connection with the performance of the Agreement and/or resulting from the use of the Services by the Client.
- 12.6 Dept is not liable for any injury/damage caused by a defective product or system (product liability), unless (i) it is proved that the injury/damage was caused by an error or omission committed by Dept or by any other party for which Dept is responsible and (ii) such liability is mandatory under Danish law. If Dept incurs product liability to a third party, the Client must indemnify Dept to the same extent as Dept's liability is limited under this Article (e.g. if Dept incurs product liability to a third party which is not mandatory under Danish law).
- 12.7 The provisions in this Article 12, as well as all other liability restrictions and exclusions referred to in these Conditions, can be invoked by Dept against all legal entities/persons which Dept provides Services to during the performance of the Agreement.
- 12.8 If Dept is held to be liable towards any third party and such liability arises out of the performance of the Agreement/the Services, the Client must indemnify Dept for any such liability which, together with any claims from the Client, exceeds the

limitations prescribed in this Article 12 or for which Dept is not liable towards the Client.

## 13 Force majeure

- 13.1 A Party will not be liable for non-fulfilment of its obligations if that Party can prove that such non-fulfilment is due to circumstances beyond its control, and that the Party could not be expected, on or after conclusion of the Agreement, to have foreseen, avoided, or overcome such circumstances or their consequences (force majeure).
- 13.2 Force majeure includes (without limitation) war, civil war, riot, public restrictions, regulatory orders, import or export prohibition or other public intervention, fire, natural disasters, floods, vandalism, theft, failing energy supply, breakdown of communication lines, disruptions in Internet connection, seizure of funds, industrial disputes, lockouts and strikes, disease outbreak, epidemics, pandemics, delay/failure by Dept's suppliers/subcontractors or any other extraordinary event beyond the Party's reasonable control.
- 13.3 In the event of force majeure, the Party's obligations will be suspended until the time when the Party is again able to perform its obligations. If the force majeure lasts for more than thirty (30) days, either Party is entitled to terminate the Agreement without being obliged to reimburse any loss or damage, undo any work or to pay any compensation for such termination. However, the Client must pay Dept for Services already performed.
- 13.4 If Dept can still perform in part at the time of the force majeure, or if it has performed, it is authorised to perform this Service and to invoice it separately, as if it concerned a separate Agreement.

## 14 Transfer of rights and obligations

- 14.1 Dept can license, sublicense or transfer its rights and obligations arising from the Agreement to third parties. The Client is not authorised in this respect.

## 15 Settlement and mediation

- 15.1 If a dispute between the Parties cannot be settled amicably, the dispute must, before it is submitted to the court, be submitted to competent representatives of the Parties in order to assess if there are any settlement possibilities.

## 16 Applicable and competent court

- 16.1 These Conditions, the Agreement and the Annexes are exclusively subject to Danish law.
- 16.2 The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 16.3 Disputes that arise between Dept and the Client within the framework of, or in connection with, these Conditions, the Annexes and/or the Agreement shall exclusively be submitted to the City Court of Copenhagen (Københavns Byret) in the first instance

# Consultancy

## 1 Applicability

- 1.1 The provisions referred to in this Annex apply, in addition to the General Terms and Conditions, to Services purchased by the Client from Dept in the field of consultancy (including but not limited to SEO and Analytics) and/or training, for the hiring in on an hourly basis of professionals with a duty of best endeavours, hereinafter referred to as 'Consultancy'.

## 2 Consultancy

- 2.1 All Consultancy Services provided by Dept will be performed subject to the provisions in the Agreement.
- 2.2 In performing the Services, Dept will exercise the greatest possible care with regard to the Client's interests. In particular, Dept will ensure the secrecy of all the data and information made available by the Client to Dept within the framework of the Agreement.
- 2.3 If the Agreement has been concluded for Consultancy Services provided by a particular person, Dept will always be entitled to replace that person with one or more other equally qualified persons.
- 2.4 The Client must provide an adequate and safe work area, insofar as the Consultancy Services are performed at the Client's premises. The Client must ensure that employees of Dept are informed about any local health and safety regulations.
- 2.5 The Client must ensure that its employees and other independent contracting parties fully cooperate with (employees of) Dept in the provision of Consultancy Services and must adequately provide (employees of) Dept with all the information that is reasonably required in order to properly perform the Consultancy Services.

## 3 Rates and working hours

- 3.1 The hourly or daily rate charged by Dept for Consultancy Services is based on seven-and-a-half-hour working days. Dept is entitled to reimbursement for travel and other expenses incurred in providing such Services
- 3.2 The Client can also order training sessions from Dept (planned lessons on location at Dept or on-site) at full rates and on days recorded in the Agreement.

## 4 Liability

- 4.1 Supplementary to Article 12 of the General Terms and Conditions, Dept cannot, in any way, be held liable for the Consultancy Services provided and the possible consequences thereof, except in the event of gross negligence or deliberate recklessness on the part of Dept.

# Development of websites and apps

## 1 Applicability

- 1.1 In addition to the General Terms and Conditions, the provisions set out in this Annex apply if Dept develops, on the Client's instructions, a website (hereinafter referred to as the 'Website') or application (hereinafter referred to as 'App') and/or executes a related Service (hereinafter referred to as the 'Service'). The other capitalised terms used in this Annex are defined in the General Terms and Conditions.

## 2 Development of websites and/or apps

- 2.1 Dept will use its best efforts to develop the Website and/or App or perform the Service pursuant to the specifications included in the Agreement.
- 2.2 Dept is entitled to demand that the Client first confirms in writing that the Client agrees to a proposed design and/or draft of the Website and/or App and/or Service before Dept starts the actual development, and to suspend the development and charge the Client any costs resulting from the delay in accordance with Dept's usual rates until such confirmation has been received.

## 3 Client's rights

- 3.1 Unless the Agreement provides otherwise, Dept grants the Client the exclusive, transferable and sublicensable right to the Website and/or App and/or Service.
- 3.2 Unless agreed otherwise, the source code of the Website and/or App and/or Service and the technical documentation used or produced upon developing the Website will be made available to the Client.
- 3.3 The Client itself is at all times responsible for the use of the Website and/or App and/or Service. The Client may not use the Website and/or App and/or Service for actions and/or conduct contrary to the Agreement, applicable laws or regulations, public order or morals, or use it in any other unlawful manner. The Client must indemnify Dept against all third-party claims and other loss and damage relating to violation of the above.
- 3.4 If the IP Rights to (part of) the Website and/or the App and/or Service belong to licensors of Dept, the Client may be bound by the license provisions and the terms and conditions of these third parties, including but not limited to content management software or restrictions relating to the issuing of licenses, which may influence/limit Article 3.1.

## 4 Delivery, installation and acceptance

- 4.1 Dept will use its best efforts to deliver the Website and/or App and/or Service in the manner stated in the Agreement.
- 4.2 The Client must perform an acceptance test, and the Website and/or App and/or Service shall be deemed to be accepted by the Client on the first day after the test period or, if Dept receives a test report before the end of the test period as referred to in Article 4.5, when the errors referred to in the test report have been rectified, without prejudice to the presence of errors which, according to Article 4.6-4.8, do not prevent acceptance.
- 4.3 Irrespective of the above, the Website and/or App and/or Service shall be deemed to be fully accepted by the Client from the time that the Client puts it online or uses it in another way for productive or operational purposes before it has been accepted.

- 4.4 If, during the performance of the agreed acceptance test, it transpires that the Website and/or App and/or Service contains errors that obstruct the progress of the acceptance test, the Client must immediately provide detailed written information of this to Dept, in which case the test period will be interrupted until the Website and/or App and/or Service has been modified in such a way that the obstruction has been removed.

- 4.5 If, during the performance of the agreed acceptance test, it transpires that the Website and/or App and/or Service contains errors, the Client must inform Dept of the errors by means of a detailed written test report no later than on the last day of the test period. Dept will use its best endeavours to remedy the errors within a reasonable period, whereby Dept is entitled to introduce temporary solutions or software bypasses or problem-evading restrictions into the Website and/or App and/or Service.

- 4.6 The Client may not withhold acceptance of the Website and/or App and/or Service for (i) reasons other than those that are connected with the specifications explicitly agreed between the Parties and/or (ii) due to the existence of minor errors, i.e. errors which would not reasonably preclude putting the Website and/or App and/or Service into operation, notwithstanding Dept's obligation to remedy these minor errors on the basis of the guarantee arrangement set out in Article 5 of this Annex, if applicable.

- 4.7 Dept is not obliged to rectify any errors as referred to in Article 4.5 and Article 4.6 if these have come about as a consequence of:

- (i) a modification to the Website and/or App and/or Service, of any nature whatsoever, which has not been made by Dept;
- (ii) use of the Website and/or App and/or Service in a manner which is not allowed on the basis of the Agreement;
- (iii) incorrect use of the Website and/or App and/or Service, by the Client or another party; or
- (iv) input errors or errors connected with the data used by the Client.

- 4.8 If the Website and/or App and/or Service is delivered and tested in phases and/or parts, non-acceptance of a particular phase and/or part will not affect any acceptance made of a previous phase and/or different part.

## 5 Guarantees

- 5.1 When the Client has accepted the Website and/or App and/or Service, Dept will charge costs for the performance of (rectification) work unless agreed otherwise in writing.

- 5.2 Unless agreed otherwise in writing, Dept does not guarantee that the Website and/or App and/or Service functions, or functions properly, in combination with all software (including web browsers, and/or equipment) nor does Dept guarantee that the Website and/or App and/or Service functions and/or is accessible without malfunctions, interruptions, or other errors.

- 5.3 If Dept delivers a Website and/or App and/or Service to the Client which Dept has obtained from its suppliers, Dept will not be obliged vis-à-vis the Client to provide any additional guarantee than that which Dept has obtained from its supplier.



# Advertisement Sales

## 1 Applicability

- 1.1 The provisions referred to in this Annex apply, in addition to the General Terms and Conditions, to Services purchased by the Client from Dept in the field of online advertisement sales and campaign management, with the exception of services not related to Advertisement Sales (including but not limited to work in the field of Consultancy, SEO and Analytics), hereinafter referred to as 'Advertisement Sales'.

## 2 Prognoses and advice

- 2.1 Insofar as Dept has given any advance prognoses regarding possible results of advertising campaigns, these are merely estimates and are not binding upon Dept.
- 2.2 Services not related to Advertisement Sales, including but not limited to work in the field of Consultancy, SEO and Analytics advice, are subject to the Annex entitled 'Consultancy'.

## 3 The client's obligations

- 3.1 The Client must provide all cooperation reasonably requested by Dept and must promptly supply Dept with all information that is reasonably required in order to perform the Agreement, including information about laws and regulations specific to the Client's sector which Dept must comply with, including information about advertising bans and information obligations.
- 3.2 If the Client supplies - via third parties or otherwise - advertising material to Dept, the Client guarantees that such advertising material complies with applicable laws and regulations, including but not limited to the Danish Marketing Practices Act (markedsføringsloven) and the Client also guarantees that such advertising material does not infringe any rights (including intellectual property rights) of third parties. The Client must indemnify Dept against all claims by third parties and other loss or damage which results from such non-compliance or infringement.
- 3.3 If the Client supplies advertising material to Dept, via a third party or otherwise, the Client guarantees that such advertising material meets the technical specifications communicated by Dept to the Client in advance, that it is free of technical defects and that it is sufficiently suitable for placing measuring systems. If the above is not complied with, the Client must indemnify Dept against all claims by third parties and other loss or damage which results therefrom.
- 3.4 All confirmations/orders placed by the Client relating to Advertisement Sales are binding and must be paid, without withdrawal or termination/cancellation being possible. Dept will charge the cost of Advertisement Sales in advance (prepayment), unless the Parties agree otherwise. If the Client does not pay on time, Dept will not carry out the Advertisement Sales. The Client will not be reimbursed for any media budget paid by the Client for Advertisement Sales in relation to advertisements placed, and neither will the Client be credited for these.
- 3.5 The Client must perform all obligations with regard to third parties insofar as these affect the performance of the Agreement by Dept.

## 4 Dept's obligations

- 4.1 At the Client's request, Dept will specify, within a reasonable period after the budget made available by the Client for Advertisement Sales has been spent, which part of the budget was spent on the purchase of media and which part was spent

on the purchase of media and which part was spent on campaign management costs.

- 4.2 If Dept independently prepares advertising material on the Client's instructions, Dept will guarantee that the advertising material corresponds to the applicable law and regulations, and that the advertising material does not infringe any rights (including intellectual property rights) of third parties- However, Dept shall not be liable in the event that the Client has not provided information, or has provided incorrect or incomplete information contrary to the provisions of Article 3.1.

## 5 Access to third-party accounts

- 5.1 Insofar as is necessary within the framework of execution of the Agreement, the Client must provide Dept with all information required for read access to the accounts with third-parties/service providers.
- 5.2 Dept will comply with reasonable instructions and guidelines provided by the Client with regard to the use of the Client's accounts with third-parties/service providers.
- 5.3 Insofar as the Client uses accounts of Dept with third-parties/service providers, the Client must always strictly comply with the instructions issued by Dept in that regard, including but not limited to payment periods. The Client is liable for and must indemnify Dept against all loss or damage resulting from any failure by the Client to comply with such instructions.

## 6 Cookies and data analysis

- 5.1 Insofar as the activities of the Client, or the party with which agreements are concluded for the Client within the framework of Advertisement Sales, imply the placement and reading of information on the peripheral equipment of end users (hereinafter referred to as Cookies), the Client acknowledges that the Client is fully responsible for compliance with all applicable legislation when placing and reading Cookies or any of the data analysis and acknowledges that, within this framework, Dept does not bear any responsibility or liability.
- 6.2 The Client guarantees that the Client will always act in complete accordance with all laws and regulations with regard to Cookies, including but not limited to Danish executive order no. 1148 of 09/12/2011 (Cookiebekendtgørelsen) and Danish consolidated act no. 128 of 07/02/2014 (Teleloven), where applicable. In particular, the Client guarantees that, in accordance with the applicable laws and regulations, it will (i) not place or read any Cookies (or have them placed or read) before the Client has received satisfactory permission from the end user in this regard, and (ii) provide end users with satisfactory information in the form of a cookie policy, before the Client places and reads Cookies. At the request of Dept, the Client must always be able to demonstrate this satisfactorily in writing.
- 6.3 The Client is liable for all loss or damage (to be) suffered by Dept as a consequence of non-fulfilment of this Article 6 and/or violation by the Client of applicable legislation and regulations, and must indemnify Dept completely against all claims by third parties, including but not limited to fines/penalties imposed by supervisory authorities/regulators, which are caused by and/or are connected to a violation by the Client of this Article 6.

## 7 Miscellaneous

- 7.1 Surcommissions (Surcos), amounts still to be received, other discounts and/or offsetting will accrue to Dept.
- 7.2 Dept is not, in any way, liable for any loss or damage as a consequence of advertisements placed on the Client's instructions.



# Hosting

## 1 Applicability

- 1.1 In addition to the General Terms and Conditions, the provisions set out in this Annex apply if, on the Client's instructions, Dept saves and passes on information via and/or provides access to a communications network, hereinafter referred to as 'Hosting'.

## 2 Availability of hosting services

- 2.1 The Client is responsible for the availability of the equipment and software, connections and other preconditions of the Client for making access to the system possible.
- 2.2 Arrangements regarding Service levels must be set out in a Service Level Agreement (SLA).
- 2.3 Dept will endeavour to enable the Hosting Services to be used with as little disruption as possible.
- 2.4 Dept is not liable for non-availability or reduced availability of the Hosting Services as a consequence of a power cut or power disruption, disruptions in telecommunications or the Internet, defects in the Client's equipment or software and all other causes beyond Dept's control.
- 2.5 Dept has the right to temporarily close down the Hosting Services or to limit the use of them for maintenance work or for adjustments to the system, and it will inform the Client of this in advance. The Client will not be entitled to compensation for such close down/limited use.
- 2.6 If the amount of the allowed data traffic and disc space is exceeded, Dept will be entitled to charge reasonable additional costs without further notice.
- 2.7 If, after the end of the term of the Agreement, the Client does not wish to continue the collaboration with Dept, Dept will if requested by Client cooperate with the Client to achieve a transfer to third parties against payment of Dept's applicable rates.

## 3 The client's obligations

- 3.1 The Client is expressly prohibited from distributing information or offering facilities or functionalities through or via websites hosted by Dept if and insofar as this information is contrary to:
- (i) applicable laws and regulations, including regulations of self-regulating bodies;
  - (ii) the Agreement; or
  - (iii) reasonable directions and instructions issued by Dept.
- 3.2 The Client must at all times adopt the attitude and conduct itself in the manner that may be expected of a careful user with regard to the information it communicates to the public and the use of the Internet. The Client must, among other things, comply with all laws and regulations and observe 'netiquette' and will, among other things, refrain from behaviour which is contrary to morals or public order, spamming, infringing IP Rights of third parties, communicating to the public or distributing pornography, including child pornography, sexually intimidating or harassing third parties in any other way, violating the privacy of third parties or compromising the honour or reputation of third parties, hacking, carrying out DDoS or other kinds of attacks and spreading viruses, worms or other programs which could damage individual systems or disrupt the operation of the Internet.
- 3.3 The Client must use the Hosting Services in such a way that does not hamper the correct operation of the communication network or the use of the Hosting Services by other clients.
- 3.4 In the event that the Client does not observe the provisions in Articles 3.1, 3.2, 3.3 and/or if Dept receives notification from third parties that this is the case, Dept will be entitled, without any additional notification, to suspend or discontinue the

Hosting Services, block connections or remove content. In instances in which this is justified in view of the seriousness of the violation, Dept is entitled to terminate the Agreement with immediate effect. In the event of such suspension, cessation, blockage, removal and/or termination, Dept shall not be liable and the Client will not be entitled to receive any compensation from Dept.

- 3.5 The Client must indemnify Dept from all third-party claims, including but not limited to claims due to information and/or data published by or via the Client's websites and claims by a supplier or suppliers of Dept resulting from the non-fulfilment by the Client of one of its obligations from the Agreement, more particularly from this Article.