

Terms and Conditions for the use of ONLINEBOOQ

1. Application and Validity

- 1.1. By using ONLINEBOOQ, you accept these Terms and Conditions.
- 1.2. By using ONLINEBOOQ and thereby accepting these Terms and Conditions with accompanying Appendix 1, you (hereinafter called the Customer) enter into an agreement with Onlinebooq ApS, Company Registration Number 38303473, (hereinafter called the Supplier), which is a Danish-registered company operating and providing the service ONLINEBOOQ.
- 1.3. The Supplier reserves the right to modify and amend these Terms and Conditions except for Appendix 1 without prior notice. It is the responsibility of the Customer to stay current on the applicable Terms and Conditions.
- 1.4. The Supplier's processing of personal data on behalf of the Customer is regulated separately in the Data Processing Agreement in Appendix 1, which contains separate regulations of modification and termination of the Data Processing Agreement.

2. Purpose and Functionality

- 2.1. ONLINEBOOQ is offered as "Software as a Service", meaning that the system is only available online. It is not possible to download and use the software locally.
- 2.2. At the Supplier's own choice, the Supplier is entitled to change the functionality and design of ONLINEBOOQ. This also applies to adding and removing functions.
- 2.3. ONLINEBOOQ allows the Customer to integrate ONLINEBOOQ with third-party applications such as accounting programs, social media, payment systems and newsletter distribution systems. When using these features, the Customer is liable for the integration and for any data affected by the integrated system.

3. Account

- 3.1. The Customer is liable for keeping the account information up-to-date, including billing and contact details in ONLINEBOOQ.
- 3.2. It is possible to create more than one user with access to the service in ONLINEBOOQ. The Customer vouch for and is liable for those with access to the system.
- 3.3. In case of abuse, including non-compliance with ONLINEBOOQ's Terms and Conditions, the Supplier may suspend, close or block the Customer's account at any time and without notice.

- 3.4. Relevant information about the Customer's account will be retained after the termination of the agreement for system and accounting purposes, after which they will be deleted.

4. Prices and Payment

- 4.1. When the Customer creates an account, the Customer will have free access for 14 days. Should the Customer wish to continue to use ONLINEBOOQ, the Customer must pay for a subscription period. The subscription period may either be 3, 6 or 12 months at a time.
- 4.2. The Customer is responsible for extending the subscription before the expiry.
- 4.3. When making the purchase, the Supplier's service in connection with this agreement becomes available immediately and may therefore not be cancelled subsequently.
- 4.4. All prices are listed in the country's currency where the Customer is resident and without VAT. Prices are daily prices and can be adjusted from day to day. The Customer may see their current pricelist by logging on to ONLINEBOOQ. Prices may vary from country to country. Prepaid subscription periods will not be affected by current price changes.
- 4.5. Payments for subscriptions or SMS will not be refunded.

5. Maintenance, Updates and Operational Stability

- 5.1. The Supplier aspire to secure the highest level of operational stability for ONLINEBOOQ. To keep ONLINEBOOQ running optimally, it is necessary to maintain both software and hardware. To the furthest extent possible, this will be done without inconvenience to the Customer, however it may be necessary to shut down the access to ONLINEBOOQ for a limited period in order to carry out the maintenance. In this case, the closure will occur as far as possible outside normal office hours.
- 5.2. The Supplier reserve the right to send an email to the Customer and all users created on the Customer's account when ONLINEBOOQ will be updated. Important messages may also be sent by SMS.

6. Restriction of Use

- 6.1. ONLINEBOOQ must not be used for any activities that are illegal, pornographic, harmful, racist, harassing, violent, threatening or the like and may not be used for sending viruses, spam or used to harm a third party. The Customer is obligated to observe the laws of the relevant countries when using the system.
- 6.2. ONLINEBOOQ must not be used if the Customer offer services that are in direct competition with those of the Supplier.

6.3. ONLINEBOOQ must not without prior consent from the Supplier be modified, adjusted or in other way be influenced to bypass parts of the system or be replaced with other services, for example by use of API, scripts or other automatic processes.

7. **Intellectual Property Rights etc.**

7.1. All rights including intellectual property rights and knowhow regarding ONLINEBOOQ and associated system and database belong to the Supplier. When entering into the agreement, the Customer solely obtain a time-limited right to use ONLINEBOOQ and the right to use is conditional upon payment in full and observance of these Terms and Conditions.

8. **Termination**

8.1. Subscription periods will not be automatically renewed and the agreement will therefore be terminated if the Customer neglects to renew their subscription.

8.2. Should the Customer wish to terminate the agreement before the expiry of a subscription period, this must be done in writing or by using the specific function for this purpose on ONLINEBOOQ.

8.3. The Supplier may, in case of abuse, terminate the Customer's access to and use of ONLINEBOOQ without prior notice.

8.4. Regardless of the reason for the termination, any prepaid subscription and any unsent SMS' will not be refunded.

9. **Liability and Limitation of Liability**

9.1. The Supplier is not liable for any indirect losses or consequential damages. Loss of data and costs relating to subsequent restoring and reinstallation etc. are considered to be indirect losses or consequential damages.

9.2. Regardless of the cause of the damage, the Suppliers liability to pay damages to the Customer shall never exceed the lowest of the following amounts; (i) last six months payments from the Customer, or (ii) DKK 30,000.

10. **Force Majeure etc.**

10.1. The Supplier is not liable for circumstances which hinders or delays the Supplier in fulfilling the obligations under the agreement. Such circumstances may include: war, mobilization, uprising and riots, acts of terror, natural disasters, strikes and lockouts, viruses, hacking, spamming, breakdown or any unforeseen or extraordinary strain on the IT systems or the telecommunication network used by the Supplier and orders from public authorities and right owners or other circumstances over which the Supplier has no direct control. If one or more of the above circumstances occur, the

Supplier is entitled to postpone the delivery of the services or choose to annul the agreement free from liability. The Customer's quid pro quo is suspended in the same period.

11. **Assignment**

11.1. The Customer is not entitled to assign the agreement to a third party without prior written consent from the Supplier.

11.2. The Supplier is entitled to assign ONLINEBOOQ along with existing agreements, data and contents, provided that the assignment is part of a merger or acquisition or similar circumstances.

12. **Applicable Law and Jurisdiction**

12.1. Any dispute between the parties shall be settled by the Court of Odense pursuant to Danish legislation.

Appendix 1. Data Processing Agreement

APPENDIX 1 – DATA PROCESSING AGREEMENT

1. Background and Instruction

- 1.1. The Supplier is the Data Processor for the Customer.
- 1.2. This Data Processing Agreement is made to ensure that the Supplier complies with its obligations in regards to Regulation (EU) 2016/679 of the European Parliament and of the Council (“GDPR”), and any Danish legislation adopted for this purpose.
- 1.3. The purpose of processing personal data as defined in Article 4 (1) of the GDPR is to operate the system “ONLINEBOOQ” for the Customer. The Supplier processes personal data on behalf of the Customer. The Supplier therefore only acts as a Data Processor and acts solely on instructions from the Customer, who is the Data Controller, as this Data Processor Agreement is to be considered as an instruction to process data concerning data subjects. It is the Customer who decides what data the Customer enters in ONLINEBOOQ.
- 1.4. The Supplier may not process or use the personal data for other purposes and/or otherwise specified in the instruction.
- 1.5. The Supplier must process personal data in accordance with the applicable data protection legislation. The Supplier informs the Customer immediately if, in the Supplier’s opinion, an instruction infringes with the applicable data protection legislation.

2. Responsibility and Confidentiality

- 2.1. The Customer is responsible for ensuring that any transfer of personal data to ONLINEBOOQ is in accordance with the applicable personal data legislation in all relevant countries where the Customer uses ONLINEBOOQ.
- 2.2. If the Customer chooses to integrate ONLINEBOOQ with other IT systems, the Customer shall be liable for this, including the obligation to enter into a valid data processing agreement with the supplier of that system, where this may be required.
- 2.3. The Supplier is responsible for the Supplier’s employee’s compliance with the Data Processing Agreement. The Supplier is obliged to limit the processing of personal data to the necessary personnel at the Supplier. All employees at the Supplier who process personal data on behalf of the Customer shall be subject to confidentiality or any other appropriate statutory obligation of professional secrecy. This obligation of confidentiality is not time-limited and will remain in full effect regardless of whether the Parties' cooperation terminates.
- 2.4. The Supplier shall, taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer’s obligations in regards to the applicable data protection legislation. This includes the Customer’s obligation to respond to requests for exercising the data subject's rights laid down in

regards to the applicable data protection legislation. The Supplier may, in writing, invoice the Customer a reasonable remuneration for this assistance.

2.5. The Supplier assists the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Supplier. The Supplier may, in writing, invoice the Customer a reasonable remuneration for this assistance.

2.6. At the Customer's request, the Supplier shall provide the Customer with all necessary information to ensure that the Supplier's obligations under this agreement are complied with. The Supplier shall provide access to the Supplier's physical facilities and contribute to audits, including inspections made by the Customer or by the Customer's auditor or other external advisor, mandated by the Customer. In addition, the Supplier must provide all requested information in relation to the data processing activities to the authorities, the Customer and the Customer's external advisors, to the extent that the information is necessary for their task. The Supplier may, in writing, invoice the Customer a reasonable remuneration for this assistance.

3. **Security**

3.1. The Supplier shall take appropriate technical and organisational security measures against the processed personal data being (i) accidentally or unlawfully destroyed, lost or altered, (ii) disclosed or made available without authorisation, or (iii) otherwise processed in violation of the law, including the GDPR. The security measures in place at any given time can be found in a separate overview, which may be handed to the Customer upon request.

3.2. The determination of the appropriate technical and organisational security measures shall take into account (i) the state of the art, (ii) the costs of implementation and (iii) the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

4. **Notifications**

4.1. To the extent that events occur that significantly alter the Supplier's current or future ability to handle the data processing in accordance with the Data Processing Agreement, the Supplier shall notify the Customer in writing without undue delay.

4.2. The notification obligation in clause 1 includes among others the following cases:

- (i) Any request from an authority for the disclosure of personal data subject to the Data Processing Agreement, unless the notification is prohibited under EU law or the law of a Member State.

- (ii) Any suspicion or ascertainment of breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to personal data transmitted, stored or otherwise processed by the Supplier under the Data Processing Agreement.
- (iii) Complaints, compensation claims, criminal procedures or investigations against the Customer or Supplier related to data processing at the Customer, unless this is in violation of applicable law.

5. Sub Data Processors

- 5.1. The Supplier has the general authorisation of the Customer to use sub data processors for hosting the service and associated data. The Supplier ensures that there is a legitimate transfer base at all times when using sub data processors.
- 5.2. The Supplier enters into a written data processing agreement with any sub data processor in which the sub data processor is, at the minimum, subject to the same obligations as the Supplier has undertaken to the Customer in this Data Processing Agreement. The Supplier is fully liable for the sub data processor's performance of its duties as set out in this Agreement in the same manner as if the Supplier was liable for the performance of the tasks.
- 5.3. The Supplier shall at any time have an updated overview available to the Customer in regards to the sub data processors the Supplier is using and the address information on these. The Customer also has the right to obtain a copy of the Supplier's agreement with the sub data processors as regards the provisions of that agreement which concern data protection obligations. The Supplier shall, with a written notice of 1 month, inform the Customer when changes or additions to the list of sub data processors are made. The Customer is entitled to terminate the Agreement without reason and without charge if the Customer is unable to accept the Supplier's use of a new sub data processor.
- 5.4. In case of unforeseen and extraordinary circumstances where maintenance of the operation of ONLINEBOOQ is conditional upon the acute use of a new sub data processor, notification under clause 5.3 may be waived. In such cases, the Supplier will inform Customer as soon as possible.

6. Termination and Deletion

- 6.1. The Data Processing Agreement shall continue to apply as long as the Supplier processes personal data for which the Customer is responsible.
- 6.2. If the Customer becomes aware that the Supplier does not process the personal data as described in the Data Processing Agreement, including the Customer's instructions, or in violation of its obligations under the applicable personal data legislation, the Customer may impose on the

Supplier to stop with the processing of personal data with immediate effect and termination of the Agreement, including the Data Processing Agreement with the Supplier without further notice.

- 6.3. In the event of termination of the Data Processing Agreement, the Supplier shall return all personal data that the Supplier has processed under this Data Processing Agreement to the Customer to the extent that the Customer is not already in possession of the personal data.
- 6.4. The Supplier is obliged to delete all of the Customer's data when 3 months have elapsed from termination of the Agreement or immediately at the Customer's request, unless the Supplier is subject to other legislation which stipulates the Supplier's storage of the Customer's data.
- 6.5. The Supplier cannot assert his compliance with the Customer's instructions by demanding that the Customer pays outstanding invoices, etc., and the Supplier has no right of retention of the personal data.
- 6.6. In any event, the Supplier is entitled to keep data in anonymised form for the purpose of compiling statistics, etc., without a time-limit. By "anonymised form" it is understood that after the anonymisation of the Customer's data it is not possible to restore the link to natural persons in any way. The Supplier is fully responsible for the proper and irrevocable anonymisation of the Customer's data.