

Terms and Conditions – Plecto ApS

1. Preamble

1.1 The General Terms & Conditions shall apply to Plecto ApS' ("Plecto") delivery of services for sales optimization ("Service"). The Service shall be delivered to business customers only.

1.2 By ordering the Service the customer ("Subscriber") accepts the General Terms & Conditions which will apply to the use of the Service for the full length of the subscription. The General Terms & Conditions apply in full, unless otherwise stated in Plecto's order confirmation or other specific written agreement with the Subscriber.

1.3 All notices, invoices or other messages from Plecto to the Subscriber are sent to the email-address given by the Subscriber. It is the sole responsibility of the Subscriber to inform Plecto about their, at any time valid e-mail address. Any message, notice, or similar from Plecto sent to the, by the Subscriber designated email-address has the same legal effect as if it was sent by regular mail.

2. Plecto's Services

2.1 Plecto delivers web-based services that allow the Subscriber to measure and optimize their organization's performance compared to the Subscriber's defined goals. Plecto's Service is delivered as described on Plecto's home page with the modifications described in the order confirmation, should one be issued.

2.2 Plecto's Service is in constant development and the Service is provided as is in the at any given time current version.

2.3 Plecto aims to deliver the Service continuously without significant interruptions or delays, however, Plecto does not warrant a specific uptime for the Service. In case of error, failure or interruption of the Service, Plecto shall initiate remedy within reasonable time. The Subscriber shall assist Plecto's efforts to a reasonable extent.

2.4 Plecto's Service is for the sole use of the Subscriber. The Subscriber is not entitled to make the Service available for any third parties.

2.5 Plecto treats the data received from the Subscriber with full confidentiality and Plecto must reasonably ensure that data is not disclosed to any third parties by Plecto. Plecto stores and handles the Subscriber's data solely for the delivery of the Service.

3. Pricing and Payment

3.1 The at any given time current price for Plecto's services can be found on Plecto's website unless otherwise agreed on the order confirmation. For companies registered in Denmark, an extra VAT of 25% is added to the price. The subscription along with any extra fees is invoiced monthly in advance. Payments by debit card, direct debit or electronic payment is charged along with invoicing monthly in advance. Plecto reserves the right to charge an additional fee for invoicing.

3.2 The price depends on the number of users using the Service for adding or receiving data to the Service. By entering this agreement, the Subscriber shall truthfully state the number of expected users and the price shall be based on that number. If an increase in users is detected the price shall be adjusted accordingly. Plecto reserves the right to charge the Subscriber for any additional users detected with effect from the month they are initially detected.

3.3 The number of users is determined by the maximum number of users on any given day during the course of a month.

3.4 A "User" is defined as one of the Subscriber's employees from whom Plecto has received data. It is of no importance whether the User has been logged in to the Service or whether the User has any login access to the Service. Furthermore, it is irrelevant whether the User is presented on any of the dashboards provided by the Service.

3.5 With 30 days notice on Plecto's website, Plecto reserves the right to change the price of the Service. Any changes to the existing Terms and Conditions shall be given with the same notice.

3.6 Delay in payment shall be charged interest according to the Danish "Renteloven" ("Bekendtgørelse af lov om renter og andre forhold ved forsinket betaling"). In case of late payment, Plecto reserves the right to disconnect the Service without any notice.

4. Subscriber's Obligations

4.1 The Subscriber shall truthfully inform Plecto about the number of users using the Service.

4.2 It is the sole responsibility of the Subscriber to ensure that Plecto only has limited access to the customers passwords, data and/or other information and only what is necessary to deliver the Service. It is the sole responsibility of the Subscriber to ensure that the Subscriber's use of the Service and the Subscriber's own systems are in compliance with (i) the Subscriber's internal guide lines (ii) local legislation including local privacy laws and (iii) customary and reasonable security procedures for the protection of systems and data.

4.3 The Subscriber agrees to Plecto's use of the Subscriber's name and logo for marketing purposes including but not limited to Plecto's home page.

5. Liability

5.1 Plecto is liable for acts or omissions under Danish law concerning damages. Plecto shall not be held responsible for indirect losses, including operating losses, loss of profits, loss of turnover or similar.

5.2 Plecto shall not be held responsible for loss or alteration of the data received or transmitted from the Subscriber nor shall Plecto be held responsible for loss due to unauthorized access to the Subscriber's data and/or systems.

6. Duration of the Agreement

6.1 The agreement with Plecto can be terminated by the Subscriber or by Plecto at any time. The agreement stays in effect until the end of the paid period after which it automatically terminates.

6.2 Plecto reserves the right to charge the Subscriber the full amount for the number of users above the number agreed upon until the termination of the agreement.

7. Primary Language, Venue and Choice of Law

7.1 The General Terms & Conditions exist in a Danish and an English version. The English version is a translation of the Danish original. In case of mismatch between the two versions the Danish version takes precedence.

7.2 Any disputes and discrepancies will be decided exclusively by the ordinary Danish courts and in pursuance of Danish law, except for the Danish rules concerning choice of law. The venue for any dispute or discrepancies shall be the Regional Court of Aarhus, Denmark.