

Terms of Use

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1. Parties to this agreement

- 1.1. This agreement has been entered into by the parties stated in connection with the user's registration via our website or on a separate signature page signed by each party.
- 1.2. When the agreement uses personal and readable language with expressions such as "you", "us", and "we", it does not change the fact that the agreement has been entered into between the parties stated on the website or the signature page.

2. Service availability and content of the service

1.1. Online access 24/7

- 1.1.1. Users get online access to the service 24 hours a day 365 days a year.
- 1.1.2. There may be periods when the service is not available due to hardware or software failure. However, we make sure that the service is available every month at least 95.0% of the time between 07.00 and 23.59. It is considered fulfilled if the average for each month corresponds to the target of availability.

1.2. Exchange documents with the service via an encrypted connection

- 1.2.1. Documents are exchanged with the service via an encrypted connection.
- 1.2.2. A document is exchanged with the service when you either transfer a document to us via your Internet browser or transfer a document from the service to yourself.
- 1.2.3. However, you should be aware that in some situations, the service also allows you to send documents to you and your partners via e-mail. This means that your documents are sent in an unencrypted form via an unencrypted connection. Therefore, you should not choose to send emails with documents attached if you want confidential communication.

1.3. Sign documents with a digital signature or biometric passport

- 1.3.1. You can sign your documents with a digital signature or a biometric passport and ask your partners to do the same.
- 1.3.2. The digital signature is created in accordance with internationally recognised standards of security. These are standards that have been developed to ensure the following two conditions in connection with the signing of a document:
 - (a) the identity of the persons signing a document;
 - (b) The integrity of a signed document.
- 1.3.3. The identity is secured by using an E-ID (electronic ID), which is recognised by the authorities of an EU country. It could, for example, be NemID in Denmark, BankID in Sweden or a biometric passport of a citizen in Germany. An E-ID associates a named person or company with a key pair consisting of a public and private encryption key. The private key is used to create a digital signature, while the public key is used to read a digital signature.

- 1.3.4. Integrity is ensured by using a special algorithm to create a digital fingerprint of a document. The digital fingerprint can be used to verify that no document has changed since it was signed by someone with an E-ID.
- 1.3.5. The digital signature is created by combining the following parts:
- (a) The digital fingerprint of the document encrypted with the signer's private key;
 - (b) The public key that can be used to decrypt the digital fingerprint;
 - (c) A digital certificate digitally signed by the provider of an E-ID stating that the public key belongs to the signer (and thus it is also indirectly known that the private key belongs to the signer).
- 1.3.6. We provide the digital signature to you in the form of an XML file, which contains the document's encrypted fingerprints and a certificate from a provider of an E-ID with information about the signer's public key.
- 1.3.7. We deliver the XML file to you by making it available on our service once the document signing process is complete.

1.4. Archive signed documents and the associated XML files

- 1.4.1. We archive your signed documents and the associated XML files.
- 1.4.2. The archive allows you to view previously signed documents and their associated XML files. You can choose to delete them at any time if you do not want to store them via our service.
- 1.4.3. We strive to prevent archived documents and their associated XML files from being lost. However, we do not assume any responsibility for the storage of them. You must therefore make sure to store them in a safe place yourself.

1.5. Use our service via our API

- 1.5.1. You can use the service via our API (Application Programming Interface).
- 1.5.2. It is allowed to use our API to build your own solutions using digital signatures. However, it is a condition that your solution does not compete with our service. It is considered at least a competing service if your solution offers a digital signature as an individual, commercial product. In case of doubt, you can contact us to get approval for your intended use of our API.
- 1.5.3. Your use of our API is via an encrypted connection. However, some instructions for the API result in the unencrypted sending of documents via email. Some instructions allow people to view documents without first identifying themselves. It is your own responsibility that you use our API. Therefore, it is important that you thoroughly research the API and the service before applying it in any customised solution.
- 1.5.4. We do not actively market our service targeted at individuals or companies who use our service through an API based customised solution. However, if these persons or companies become direct customers of us, we reserve the right to inform them that they have previously had documents signed via our API service. We also reserve the right to offer them that the previously signed documents become part of our customers' document archive.

2. Maintenance of the service

- 1.1. We maintain the service on an ongoing basis.
- 1.2. It includes bug fixes and optimisations to the service's functionality and user interface. In this connection, it may be necessary to completely or partially interrupt your access to the service. In these cases, the aim is to maintain the service during the night hours. If this is not possible, we will endeavour to notify you in good time of the time and duration of the interruption.

2. Changes to the service's functionality and user interface

- 2.1. The service is a standard solution.
- 2.2. As a standard solution, we continuously develop it to best meet the market's general needs. This may result in changes to the service that remove or significantly alter minor functionality or alter essential functionality to an insignificant degree. Based on an average user, it is decided whether the functionality is to be considered significant. We are free to change the user interface.
- 2.3. You can cancel your subscription until the end of a calendar month if we change the service significantly. This also applies even if your subscription is non-cancellable for a specified period.
- 2.4. You can not make claims against us because we have changed the service.

3. Price and payment

- 3.1. All prices on our website are stated exclusive of VAT.
- 3.2. You pay the price that applies to the product selected on our website. The following payment terms apply to the individual product types:

	Express	Business Plus	Enterprise	Additional module
Invoicing	Invoiced monthly in arrears	Invoiced monthly in arrears	Invoiced monthly in advance	Invoiced monthly in arrears

- 3.3. You pay invoices no later than 14 days after receipt. An invoice is considered paid when the amount has been credited to our account.

4. Permission to use as a reference

- 4.1. We may use you as a reference.
- 4.2. It includes the right to use your name and logo on our website and other advertising material. You can terminate this right with ten days' notice until the end of a calendar month.

5. Commencement and termination

- 1.1. We provide access to the service from the date of your registration.
- 1.2. It can then be terminated in accordance with the following terms for the individual product:

	Express	Business Plus	Enterprise	Additional module
Non	No	30 days	180 days	30 days

- 5.1. A non-termination period means that the product in question is automatically extended by a corresponding period if it is not terminated before the period expires.
- 5.2. If the number of users invited to the Business Plus or Enterprise product increases, this change takes effect immediately and is billed (prorated) proportionally for the remainder of the period. If the number of invited users are removed from the Business Plus product then the bill is reduced in the next monthly invoice.

6. Modification of this agreement

- 1.3. We can change this agreement by sending an e-mail with new terms to your main email address or other email address provided by you.
- 1.4. If you are unable to accept the new terms, you must notify us in writing within one month of receiving the email from us. Your refusal of acceptance is considered a termination of the subscription, which then terminates in accordance with the provision on termination.
- 1.5. If acceptance has not been refused, the new terms will take effect at the end of the response period.

2. Violation of our terms of use

1.1. By us

- 1.1.1. You can claim compensation if the service is not available to the promised extent.
- 1.1.2. The service is considered to be available when you can use the key features. If there is an error in a function, it is still considered useful if we indicate a temporary way to get around this error.
- 1.1.3. However, notwithstanding the above, the service is not considered available if an error has not been corrected within seven working days after we have ascertained it or after you have notified us in writing.
- 1.1.4. The service is considered available during periods when an interruption has been notified in accordance with this agreement.
- 1.1.5. You can claim compensation in case:

if the promised availability deviates by	, the following% of the payment in that month is
<0.5%	10%
<1.0%	20%
<1.5%	30%
≥ 1.5%	40%

1.1.6. You can also claim compensation if a breach of the agreement is not covered by the right to receive compensation. However, the right to compensation does not apply to consequential damages, operating losses, loss of time, loss of profit, loss of data or other forms of indirect loss. In addition, the total compensation for one or more damages may not exceed the total payment for the service six months prior to the most recent damage.

1.1.7. You may not make any claims against us other than those described above.

1.2. By you

1.2.1. We may suspend your access to the Service if:

- (a) you do not pay on time;
- (b) you grant persons access to the Service in violation of this Agreement;
- (c) you use APIs in violation of this agreement.

1.2.2. We can only interrupt access due to late payment when you have been given the opportunity to pay the amount within three working days by written notice.

1.2.3. We can also demand a fine of EUR 3500 for each time you have given people access to the service in violation of this agreement. No claim for compensation can be made in addition to this claim.

1.2.4. In addition to the above, we may invoke other powers arising from general rules of default.

2. Disputes

2.1. If we are unable to resolve a dispute between ourselves, any legal action must be taken in the court closest to our head office in Denmark.
