

TERMS AND CONDITIONS

IC Robotics

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GENERAL CONDITIONS

When ordering services and using the software at IC Robotics ApS (hereby referred to as the Provider), the buyer (hereby called the Customer) accepts these terms and conditions. Acceptance is done by signing this agreement. It is always the responsibility of the Customer to keep abreast of the applicable business conditions - changes to these will be apparent through the use of the software.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

All material contained on the Provider's website and software belongs to the Provider. This applies to software, design, texts, functionality, architecture, overall impressions, etc., which are also protected by copyright, while names and proprietary terms are trademarks used. The Provider has ownership of this, and all intellectual property rights associated therewith.

The Customer may not collect information from the Provider's software other than manually through the Provider's user interface, as well as via the Provider's API or via integration to an external system.

The Customer retains the right to all text content created based on the Customer's created template or publication within the agreed number of templates, publications, and languages.

The Customer will be informed prior to any changes to the terms and conditions.

MENTION OF THE PARTNERS

Any mention of the Customer must be approved in writing by the Customer, but the Provider is eligible to use the Customers logo on the Providers website upon request.

If the Customer wishes to quote or otherwise cite the Provider with a view to publishing this publicly, the Customer must obtain the Provider's written permission for this in advance.

PROVIDER'S PERFORMANCE

The Provider has developed a system that collects structured data from different data sources and transforms it into readable text content based on templates developed on the Provider's platform. Integrations can be purchased to integrate data from the Customer's own system, just as the Customer can set up endpoints to access the data. The Customer is entitled to retrieve the text content via API or through integrations.

Installation, support, teaching, etc. are not covered by the Provider's services and are thus not included in the price.

The Provider has rights to the Software which may only be used by the Customer for the number of publications, templates, and languages specified on the agreement. The Provider retains the option of restricting the Customer's access to systemically retrieved text content if the quantity exceeds reasonable usage.

IDENTITY

When subscribing to the Provider, the Customer undertakes to provide correct information about identity, number of employees, and validity and to ensure that information about the Customer is truthful.

PRICE AND PAYMENT TERMS

All prices stated in the software, agreements, and on the website are stated VAT excluded.

The prices is listed as a monthly subscription based on the amount of generated texts per year and payment will be made monthly unless otherwise agreed in the contract. If the Customer chooses to pay annually upfront they can save the equivalent of two months' payment.

The subscription period begins when the contract is signed and will run for a minimum of 12 months (unless otherwise agreed in writing as part of the contract). This also applies if payment is made monthly.

Increase in subscription - e.i. access to a higher number of generated texts - are invoiced going forward in the period until the next invoice expiry and from here onwards as part of the subscription.

Changes in exchange rates, taxes, insurance, and purchasing costs mean that the Provider can adjust the prices so that the Provider is unchanged, and the Provider can, by prior notice, adjust the price once a year with the net price index.

In addition, price adjustments must be notified to the Customer with a minimum of 1 month for the next subscription period, so that the Customer has the opportunity to terminate the agreement before the notified price adjustment comes into force. If the Provider does not receive a termination from the Customer, the Customer's subscription continues at the increased price.

TERMINATION

Paid subscriptions are not refundable. Unless specified in the contract, the subscription will be automatically renewed until the Customer terminates it. A termination of the subscription must be done by the Customer in writing at least 30 days before the start of a new subscription period. If a Customer has committed to a specific subscription period in the contract but wants to terminate the subscription before the end of this period, the Provider has the right to collect payment for the period stated in the contract. The Customer has the right to use the software during the notice period.

The Provider can terminate subscriptions and the availability of services within the current month plus 3 months notice.

DATA COLLECTION AND CONFIDENTIALITY

In order to create the most optimal user experience in the solution, the Provider continuously collects information on user behavior when the Customer uses the Provider's website, software, or products. This data collection is anonymous and used to optimize services and customization of the software, including statistical analysis of the consumption data collected.

In addition, integrations with third-party systems store relationships created between entities in the third-party system and entities. The relationships are only identifiers that enable the display of information in the context of the entities in the third-party system. The Provider does not store any of the Customer's data from the third-party system.

COMPETITION

When registering with the Provider, the Customer also confirms not to be in competition with the Provider or work for companies that are in competition with the Provider. 'In competition with' is defined by the fact that the Customer works in or is affiliated with a company that sells similar products.

BREACH OF CONTRACT

If the Customer did not pay on the due date, this may incur recovery costs, including interest rate and reminder fees. In case of late payment, interest on interest due from the due date will accrue at 2% per annum. If the case is handed over to a lawyer as part of the recovery, the lawyer or the Provider may claim additional collection costs. In the event of a breach of the Provider's terms and conditions, the Provider may terminate the cooperation immediately. The Provider has the right to close the Customer's access to the software if payment is not made in a timely manner.

Customer may terminate the cooperation immediately in case of the Providers breach of the contract, including these terms and conditions.

SOFTWARE UPDATES

In case of software or equipment updating, the Provider has the right to terminate access to IC Robotics for a limited period, which will typically occur where few possible users of the product will be affected by it. Access to the Provider's software is continuously developed and the Provider gives access to the software as it exists and without any downtime guarantee.

LIMITATION OF LIABILITY

The Provider is not responsible for any direct or indirect losses as a result of the use of the Provider's software, including loss of production, loss of time, loss of profit, loss because the software cannot be used as expected loss due to a non-contractual agreement with third parties, or the like unless there is gross negligence from the Provider.

Also, due to specific loss or defect of information or data in the Provider's software, the Provider cannot be held responsible, as the Provider only shows data from third parties. Availability of data from this third party is the basis for the delivery of software. The Provider is also not responsible for hacker attacks, viruses, or any other form of force majeure.

CUSTOMER OBLIGATIONS

It is the Customer's responsibility to take local backups as required. It is the Customer's responsibility to inform the Provider by changing of address, telephone number, e-mail address, CVR number, and any other personal information that may be associated with the IC Robotics account and which is relevant to payment, etc.

DISPUTES

Any dispute between the Customer and the Provider regarding this agreement or these terms of business is subject to Danish law and shall be settled by Danish courts with the Provider's statutory domicile as the agreed venue.