

Terms and Conditions

1. The use

This Terms and Conditions (hereinafter referred to as "T&C") is entered into by and between the Client (hereinafter referred to as "You") and GIS4Mobile software and services (hereinafter referred to as the "Company", "We", "Our", or "Us").

You are deemed to have accepted the provisions of this T&C by availing of our GIS4Mobile ApS, with the following details:

- VAT number: DK34723974
- Sadolinsgade 148
- DK5230 Odense M
- GIS4Mobile

The conditions include the use and hire of services, including among other cloud servers, cloud disk space, cloud traffic and associated services such as specific agreements on consultancy.

2. Benefits

This T&C is made up of the terms below, plus any other policies and materials specifically referred hereto in this T&C. Hence, we encourage you to please read our Terms and Conditions carefully. On GIS4Mobile's website described what the product contains.

2.1 Web services

The establishment of an agreement with GIS4Mobile allows the customer to used GIS4Mobile's web services. GIS4Mobile strives to provide that any new client shall have access to the system within one working day of receipt of the desire for establishing customer relationships.

In addition to the foregoing, this T&C shall also include the customer's use of GIS4Mobile's use of software. Upon purchase of license, the customer acquiesces to pay an annual fee for use of the software.

2.2 Subscription duration

The subscription will run until it is terminated in writing and invoiced according to the then-current price. Subscriptions are billed in advance for one year at a time.

3. Conclusion

When registering the customer is obliged to provide the correct company name, company registration, address, zip code, telephone number and e-mail address and enter contact information. GIS4Mobile undertake to treat all customer information confidentially. GIS4Mobile reserves the right to use subscription information for general statistics.

3.1 Withdrawal

GIS4Mobile comply with the then-current rules for withdrawal.

4. Term and Termination

The term of this Agreement shall commence on the effective date and shall continue indefinitely, unless terminated as expressly set forth below. Termination of an account with GIS4Mobile must be made in writing to our support team at mail@GIS4Mobile.dk. When the account runs an annual basis and invoiced in advance, denunciation submitted before the end of November.

Termination may occur in the following circumstances: (i) upon thirty (30) days written notice, if one of us materially breaches any provision of this Agreement and such breach remains uncured after such thirty (30) day notice period expires; (ii) effective immediately, if one of us ceases to do business, or otherwise terminates our business operations without a successor; or (iii) effective immediately, if one of us becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against us and not dismissed within ninety (90) days.

Upon any termination or expiration of this T&C: (i) all access, rights and licenses granted to you hereunder shall terminate; (ii) you shall cease using all our services; and (iii) you shall destroy all copies of our software, if any; and (iv) upon written request, you shall return all Confidential Information in your possession or control.

5. Indemnification

You agree to hold harmless and indemnify our Company and our subsidiaries, affiliates, officers, agents and employees from and against any third party claim arising from or in any way related to your use of our services, including any liability or expense arising from all claims, losses, damages (actual or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

6. Customer's liability

By default, the customer is liable to GIS4Mobile under Danish law. To the maximum extent permitted by law, Danish laws shall govern all customer liability and you hereby consent to Denmark being the exclusive jurisdiction and venue of courts in all disputes arising out of or relating to the service.

7. Change of address or change of corporate matters

The customer must provide GIS4Mobile information about any change in its status such as change of address, change of contact or change in the company's status.

8. Disclaimer

8.1 Operating

GIS4Mobile assumes no liability for loss or damage as a result of interruptions or disturbances in GIS4Mobile's performance. However offers GIS4Mobile compensation according GIS4Mobile's Service Level Agreement.

The use of GIS4Mobile may result in charge from other parties such as, but not limited to, telephone operators. The customer acquiesces to shoulder such charges since utilizing our platform will result in extra use of mobile data transfer. Further, the customer acknowledges that GIS4Mobile shall not be responsible for these charges. Any other contrary provision to the afore-cited statements shall be null and void.

8.2 Delay

GIS4Mobile disclaims any liability for any delay. In relation to Section 8.4 below, any delay in or failure of performance by us shall not constitute a default hereunder if and to the extent such delays or failures of performance are caused by Force Majeure events.

8.3 Product Liability

In consumer contracts, GIS4Mobile shall adhere to product liability under Danish law, except that GIS4Mobile does not assume responsibility for loss of earnings or other indirect losses. Apart from consumer relations GIS4Mobile not responsible for damage to real property, personal property or other property. The same goes for loss of earnings or other indirect losses.

You agree that you are responsible and liable for all other users who utilize our products and services through you, with or without your authorization.

While we make every effort to ensure that the data is secure at all times, you likewise recognize that there are instances that may damage, corrupt, delete or in any way alter your data that are beyond our control. Therefore, you accept responsibility for backing up any data, software, information and any other files. Under no circumstance shall we be held responsible for any server breaches, intercepted data, loss of data or any other analogous event.

8.4 Force majeure

GIS4Mobile disclaims responsibility for force majeure. We shall be excused in the performance of our end of the contract for causes due to accident, acts of God, or any other legitimate condition beyond our control.

8.5 Liability

Customer's use of a GIS4Mobile is in every respect at your own risk. GIS4Mobile cannot be held liable for losses or other conditions caused by lack of access to services or information on the Internet.

This applies whether the lack of access due to system crashes, other conditions at GIS4Mobile or our suppliers, or force majeure, including strike and lockout.

GIS4Mobile assumes no responsibility for loss of personal data and installed software, etc. in connection with Customer's use of subscription and related services. GIS4Mobile assumes no liability for unauthorized access to customer data and systems.

WE DO NOT LEGALLY GUARANTEE THAT OUR SERVICES ARE ONE HUNDRED PERCENT ACCURATE. THOUGH WE HAVE REASONABLE GROUND TO BELIEVE THAT OUR OUTPUT ARE IN THEMSELVES SOLID, THE

SAME ARE HEAVILY RELIANT ON OTHER FACTORS INDEPENDENT OF OUR EFFORTS. AS SUCH, THERE IS A LOGICAL DEGREE OF RISK IN THESE CIRCUMSTANCES.

FURTHERMORE, WE ASSUME NO RESPONSIBILITY FOR THE INTEGRITY OR COMPLETENESS OF THE SERVICES DELIVERED FROM YOUR OWN SITE, OR BY MEANS OF ANY ERROR WITHIN THE REPORT CALCULATION.

FINALLY, WE DO NOT WARRANT THAT OUR OPERATIONS SHALL BE UNINTERRUPTED OR ERROR-FREE. WE PROVIDE OUR SERVICES ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Notification of changes

GIS4Mobile may presage changes to the agreement via e-mail to the e-mail address, the customer has given when the subscription. GIS4Mobile can change the agreement at a notice of one month. The customer may in writing terminate the contract at normal conditions.

9.1 Change in customer terms

GIS4Mobile's customer conditions may be amended with a notice of 30 days with effect from the first of the month. Any disputes or disagreements must be settled in accordance with ordinary Danish law.

10. Prices and payment terms

You agree to compensate us for services rendered at the agreed rate. You shall be billed by GIS4Mobile through an invoice intended for this purpose. The prices are adjusted continuously at a maximum of 5% per year.

11. Special Subject

Prices are subject to price changes, key and misprints. All quoted prices are excl. VAT unless otherwise indicated.

12. Restrictions

You acquiesce to refrain from the following acts:

- (i) Using our services in excess of or beyond the agreed purpose;
- (ii) Distributing, selling, licensing, providing or otherwise making available our services or any portion of the foregoing to third parties without our consent;
- (iii) Using our services to store or transmit infringing, libelous, other unlawful or tortious material, or other material in violation of any third party privacy or other rights;
- (iv) Using our services to interfere or disrupt the integrity or performance of any other product or software; or,
- (v) Utilizing our services in any way that is in violation of any applicable law, rule or regulation.

13. MONITORING; PRIVACY

We reserve the right, but are not obligated, to monitor the use of our services, whether published or unpublished, in the interest of security. You acknowledge that you have no expectation of privacy with respect to any such communications or postings, and you expressly consent to such monitoring.

By using our services, you consent to any transfer of personal information for the purposes of storing the information where our company and/or our agents maintain their facilities. You are responsible for protecting and enforcing your rights.

14. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that we own all right, title, and interest in and to our services, including all intellectual property rights. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from our products and services.