

# GENERAL TERMS & CONDITIONS FOR THE EFFORTLESS COMPLIANCE SYSTEM & SERVICE

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*Version 1.0, The 11<sup>th</sup> of January 2024*

## 1. DEFINITIONS

- 1.1 In these General Terms & Conditions the following definitions apply; “the Service Provider” and “the Licensor” mean Compliance Partners, “the Licensee” means the Customer, “the Parties” means the Service Provider and the Customer, “the System” and “the Licensed Product” means the Effortless Compliance System, “the Service” means the Effortless Compliance Service, “subscription period” means the period of time the Customer has subscribed the System and the Service as specified in the Contract, “Users” means all employees, representatives, and other persons with access to the System.

## 2. PREAMBLE

- 2.1 The following provisions laid down in these General Terms & Conditions apply to all Customers’ purchase and usage of the System and the Service. The Service is bundled with the System. The provisions in the License Terms for the Effortless Compliance System apply mutatis mutandis. (See License Terms). In case of conflict between these General Terms & Conditions and the License Terms, these General Terms & Conditions will take precedence. The Customer’s Terms & Conditions will not be applicable to the Licensor unless there has been made an expressive separate written agreement thereof.

### 3. PRODUCT DESCRIPTION

3.1 The purpose of the Service is to ease the compliance task with the requirements imposed by the General Data Protection Regulation <sup>1</sup>for the Customer. The Service shall include:

- Scanning of Customers' shared drives and e-mails to locate data risks,
- Drafting and maintaining relevant documents, including, inter alia, Privacy Notice, Data Protection Agreements (DPAs), and Record of Processing Activities (RoPA),
- Risk assessment and guidance on risk mitigation,
- Ongoing scanning and deletion of data risks as approved by the Customer,
- Online support within normal working hours,
- Assigned Effortless Compliance Officer (ECO),
- Procedures and management of handling data breaches in collaboration with the Customer,
- Guidance on compliance with requirements on data transfers outside the European Union (EU),

Notwithstanding the above, the Service Provider does not provide legal consultation to the Customer. The Service Provider is not the Customer's Data Protection Officer (DPO) (as mentioned in the General Data Protection Regulation Article 37) unless there has been made an expressive separate written agreement thereof.

3.2 The description of the System is found in the License Terms (See [License Terms](#) Section 3).

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<sup>1</sup> [Regulation \(EU\) 2016/679 of the European Parliament and the Council of 27 April 2016](#), on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation).

- 3.3 The Service Provider shall perform the Services in the countries specified in the Contract, and (only) countries where Compliance Partners operate.
- 3.4 Statements made during sales of the Service Provider are without significance to the Service Provider's obligations unless otherwise has been agreed in writing in the Contract.
- 3.5 By separate and written agreement, Compliance Partners can provide additional assistance to the Customers. However, additional costs may apply. (See Section 5.2).
- 3.6 Furthermore, Compliance Partners is a software firm specialized in compliance solutions related to legislation from the European Union (EU) to companies, including the General Data Protection Regulation and the Whistleblower Directive. Compliance Partners is not a law firm and does not act as such.
- 3.7 More information on the product information of Compliance Partners can be found on our [website](#).

## 4. DELIVERANCE

- 4.1 The Service Provider shall provide the Service in accordance with the time of provision, the place of provision, and the description of the Service (Section 3), as laid out in the Contract and these General Terms & Conditions.
- 4.2 The Service Provider shall make the Service available for the Customer when the System has been set up, which is coordinated between the Parties.
- 4.3 The Service Provider has the freedom to plan and organize the execution of the Service, including the time and place of execution of the service.
- 4.4 The conclusion of a Contract does not limit the Service Provider's freedom to perform services for other Customers.
- 4.5 Furthermore, the Service Provider is free to decide which persons perform the practical execution of the Service.

## 5. PAYMENT

5.1 The Service Provider shall present payment for the Service and System in accordance with the time of payment, the place of payment, and the amount, as laid out in the Contract and these General Terms & Conditions.

- The Customer shall pay the price, and in the currency, as specified in the Contract.
- The contract price is an annual price without VAT (Value-Added Tax).
- The price is based on the total number of salaried employees at the Customer and / or its connected companies. The Customer is responsible for informing the Service Provider, annually, of the number of salaried employees at the Customer and / or its connected companies.
- The Customer is invoiced for 12 (twelve) months at a time, and the first payment is due upon signature of the Contract.
- Payment shall be in cash, no later than 14 (fourteen) days from the invoice date.
- The payment shall be in accordance with the information stated in the invoice.
- The Customer shall carry any costs related to the transaction.

5.2 By separate and written agreement, the Service Provider can provide additional assistance in specific cases. The price for such additional assistance is determined by a separate and written agreement with the Service Provider and is also mutatis mutandis subject to these General Terms & Conditions.

5.3 The Service Provider reserves the right to adjust the price for the Service and the System as stated in the Contract, according to the development in the European Consumer Price Index from Eurostat ([Consumer Price Index \(CPI\): HICP - monthly data \(index\)](#) European Union – 27 countries). In case of a price adjustment, the Contract Price will be adjusted with a rate, and the new price will apply to the subsequent billing period. The price adjustment must be notified to the Customer no later than one month (30 days), before the subsequent billing period. The price will be adjusted with a rate calculated on the basis of the development in the

Consumer Price Index. The development is the percentual growth between a specific month in the year before the previous year (basis year) to a specific month the previous year:

Example. (CPI 2021 = 110, CPI 2022 = 112)

$$\frac{\text{CPI Previous Year}}{\text{CPI Basis Year}} = \frac{112}{110} = 1.018 = 1.8 \%$$

- 5.4 The Licensee, nor third parties acting on behalf of the Licensee, may alter or change the Licensed Product, or other elements relating to the Licensed Product, including physical material if provided by the Licensor to the Licensee unless otherwise agreed separate and expressive in writing with the Licensor.
- 5.5 The Licensee may not remove the Licensor's characteristics (e.g., logos, product information, etc.) from the Licensed Product unless otherwise agreed to separate and expressive in writing with the Licensor.

## 6. DURATION OF THE SUBSCRIPTION

- 6.1 The initial subscription period starts upon the date of signature of the Contract. The subscription period (the period of access) to the Service and System is decided in the Contract.

## 7. RENEWAL & TERMINATION

- 7.1 The subscription period will be renewed automatically at the end of all subscription periods if no notice of termination is given in due time by one of the Parties. The renewal consists of a subsequent subscription period of 12 (twelve) months.

- 7.2 Neither the Service Provider nor the Customer can terminate the Contract during the first subscription period. The first subscription period is the first period the Customer has subscribed to the Service Provider's services.
- 7.3 The Contract is ongoing until termination by one of the Parties.
- 7.4 Termination can, after the first subscription period, take place at any time but must be given in due time. Notice of termination in due time is no later than one month (30 days) before the date of termination of the subscription stated in the Contract, and if the initial subscription has been renewed (Section 7.1), no later than one month (30 days) before the end of the renewed subscription period.
- 7.5 The termination takes effect for the next subscription period. The termination must be made in writing.
- 7.6 The Customer shall delete all entries to the Licensed Product upon termination of the Contract. The Customer is responsible for ensuring that the employees and representatives with entries to the Licensed Product delete their entries upon termination of the Contract.

## 8. BREACH & REMEDIES

- 8.1 If the Customer fails to meet his obligations, including the obligation to present payment on time, at the right place, and the right amount, in the right currency, it will be considered a fundamental breach. It will be considered a fundamental breach if it becomes known to the Service Provider that it will be impossible for the Customer to fulfill his obligations, including, inter alia, in the event of the Customer's bankruptcy or reconstruction proceedings. Furthermore, failure to respect provisions on the Licensor's property rights is considered a fundamental breach.
- 8.2 If it is established that there has been a fundamental breach from the Customer's side, the Service Provider shall use the remedies of breach that the Service Provider finds appropriate. The Customer is in no case entitled to a refund.

- The Service Provider reserves the right to charge default interest on the purchase price if the Customer is late with the payment. The purchase price shall bear interest at the default interest rate every month (30 days) until the payment has been submitted. The default interest rate and other conditions regarding the payment of interest shall be determined in accordance with the Danish Interest Act<sup>2</sup>.
- The Service Provider can demand the Contract avoided, without notice and with immediate effect. If the Contract is avoided, the Service Provider reserves the right to claim a refund, which is to be determined under the specific circumstances.
- If the circumstances so warrant, the Service Provider reserves the right, in addition to the above, to claim compensation, that is to be determined in accordance with the general rules of Danish Law. If the breach consists of a violation of the Licensor's copyright, the Licensor reserves the right to claim compensation and file criminal charges under Chapter VII of the Danish Copyright Act.
- The Service Provider is not in any way limited to the above-mentioned remedies of breach.

8.3 If the Service Provider fails to perform in accordance with the time of provision, the place of provision, and the description of the Service and the System as laid out in the Contract, the License Terms, and these General Terms & Conditions, there is a breach of the Contract, and the Customer is entitled to use the remedies of a breach in accordance with the general rules of Danish Law.

8.4 If it is established that a breach has been committed from the Service Provider's side, the Customer shall notify the Service Provider in writing within 7 (seven) days after the conclusion of the breach if he wants to claim the breach. If the circumstances so warrant, the Service Provider shall exercise the right to rectify the breach, either by repair or by redelivery. Thereafter, additional remedies shall follow the general rules of Danish Law.

## 9. CONFIDENTIALITY

9.1 The Service Provider and the Customer undertake to treat confidential information that arises during the performance of the Contract, so that it remains inaccessible

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<sup>2</sup> [The Danish Interest Act](#) (Renteloven), Act No. 459 of 13 May 2014.

to unauthorized persons and with discretion, and to minimize the danger of unauthorized persons gaining knowledge of it.

9.2 Confidential information is regarded mutatis mutandis as being business secrets in accordance with the Danish Business Secrets Act<sup>3</sup>.

9.3 The subjects of the duty to confidentiality, are employees, representatives, and other persons of the Parties, who gain access to confidential information. The duty to confidentiality applies after the termination of the Contract as well.

## 10. PERSONAL DATA

10.1 When Compliance Partners delivers the System and the Service, Compliance Partners are a Data Controller as stated in Article 4(7) of the General Data Protection Regulation.

10.2 Data Controllers must provide information under the General Data Protection Regulation Articles 13 and 14. You can read more about how Compliance Partners collect personal data in our Privacy Notice.

## 11. LIABILITIES & RESPONSIBILITIES

11.1 The Service Provider is under no circumstances liable for the Customer's indirect losses and consequential damages arising in connection with the subscription to and the use of the Service and the Licensed Product.

11.2 The Service Provider cannot be held liable for its incorrect or misleading consulting nor claims for loss or damages brought by the Customer's data subjects.

11.3 Furthermore, the Service Provider is not liable for events that can be attributed to the Customer's own circumstances, including equipment and people.

11.4 Liability of the Service Provider arising from the Contract shall under no circumstances exceed the Contract Price for the subscription period.

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<sup>3</sup> [The Danish Business Secret Act](#) (Forretningshemmelighedsloven). Act. No. 309 of 25-04-2018.



## 12. FORCE MAJURE

- 12.1 The Service Provider shall not be held liable for matters beyond his control, which he could not be expected to take into account at the conclusion of the Contract.
- 12.2 Matters beyond control are understood as, but not limited to, war and mobilization, civil unrest, natural disasters, strikes, lockouts, failing supplies of raw materials, fires, damage to production equipment, disruption of ordinary communication and traffic, including energy supply, and import or export bans. Matters impacting the Service Provider's suppliers are considered force majeure under the Contract.

## 13. AMENDMENT

13.1 The Service Provider may unilaterally change the General Terms & Conditions and the License Terms without the consent of the Customer, as long as it does not involve changes to the Customer's obligations towards the Service Provider. If changes are made, the Customer shall anyways be notified on the date of the amendment. The Service Provider's notice to the Customer must state the changes made. The Service Provider will consider the Customer's silence as tacit acceptance of the changes in the General Terms & Conditions and the License Terms.

## 14. CHOICE OF LAW & JURISDICTION

- 14.1 All disputes arising out of or in connection with the Contract, shall be governed by Danish Law.
- 14.2. Such disputes, including disputes regarding the existence, the validity, or the termination of the Contract, shall be settled at the Danish Courts.