



GENERAL TERMS & CONDITIONS – EFFORTLESS COMPLIANCE SOLUTION & SERVICE

Version 2.0, 09-04-2024

1. DEFINITIONS

1.1 For the purpose of these General Terms & Conditions the following definitions apply:

- (a) 'the Parties' constitutes Compliance Partners and the Customer;
- (b) 'the Solution' and 'the Licensed Product' means the Effortless Compliance Solution;
- (c) 'the Service' means the Effortless Compliance Service;
- (d) 'users' means all employees, representatives, and persons with access to the Solution.

2. PREAMBLE

- 2.1. The following provisions laid down in these General Terms & Conditions apply to the Customer's purchase and usage of the Solution and the Service. The Solution is bundled with the Service.
- 2.2. The Customer's Terms & Conditions will not be applicable to Compliance unless otherwise has been agreed in writing between the Parties.



3. PRODUCT & SERVICE DESCRIPTIONS

- 3.1. The Solution is a software-as-a-service platform designed to make it easy to monitor and manage tasks related to Regulation (EU) 2016/679 on general data protection (referred to as "GDPR").
- 3.2. The Service, performed by the Effortless Compliance Team, creates an effortless experience as Compliance Partners perform the majority of GDPR-related tasks.

The onboarding process is primarily dedicated to assessing the Customer's current GDPR compliance, mapping existing data processing activities, and reviewing existing GDPR material. The onboarding process will result in a gap analysis and project plan.

A shared workspace on the Customer's servers should be established as part of initiating the onboarding process.

If the Customer has chosen the scanner solution from Compliance Partners, the Parties will agree during the onboarding process, when the first scan should be performed.

The Effortless Compliance Service includes:

- review of the Customer's obligatory GDPR documentation, including policies, guidelines, and instructions;
- documentation of data protection organization, roles, and responsibilities;
- initial GDPR maturity assessment and gap analysis;
- asset library;
- frameworks for vendor and asset assessments;
- data mapping and business unit reviews as part of onboarding;
- setup and configuration of the Record of Processing Activities (as mentioned in the GDPR Article 30);
- create and maintain policies and agreements relevant to GDPR;



- workflow for managing requests about the data subjects' rights;
 - support and advice for requests about the data subjects' rights;
 - workflow for managing data breaches;
 - overall status on GDPR compliance;
 - plan, support, and assistance in GDPR assessments;
 - quarterly workshops and annual wheel of GDPR activities;
 - employee training material in either the local language, if available, or English.
- 3.3. Notwithstanding the above, Compliance Partners does not provide legal consultation to the Customer. Compliance Partners is not the Customer's Data Protection Officer (DPO) (as mentioned in the GDPR Article 37).
- 3.4. Compliance Partners shall perform the Service in the countries specified in the Contract, and only in countries where Compliance Partners operate.
- 3.5. Compliance Partners will provide the services described in the Contract and these General Terms & Conditions alone.
- 3.6. By separate and written agreement, Compliance Partners can provide additional assistance to the Customer. However, additional costs may apply, as described in Section 11.2. Compliance Partners must inform the Customer beforehand if such additional costs may apply.
- 3.7. Furthermore, Compliance Partners is a software firm specializing in compliance solutions related to legislation from the European Union (EU) for companies, including the GDPR and the Whistleblower Directive. Compliance Partners is not a law firm and does not act as such.



4. PROPERTY RIGHTS

- 4.1. Compliance Partners holds all property rights to the Licensed Product. The property rights include the copyright in accordance with the Danish Copyright Act (Act. No. 1093 of 20-03-2023).
- 4.2. The Customer, its users, and third parties who have access to the Licensed Product shall respect the property rights Compliance Partners holds.
- 4.3. Compliance Partners' copyright to the Licensed Product includes, among others, the HTML code, text, images, and other literary / artistic works in or related to the Licensed Product. Compliance Partners' copyright also includes the physical material such as templates, user manuals, teaching materials, among others, if Compliance Partners has provided the Customer with such.
- 4.4. The Customer grants Compliance Partners a non-exclusive right to use the Customer's trademarks, including logo, for marketing purposes on Compliance Partners' website, available worldwide. The provision of the logo has the sole purpose of indicating that the Customer is a user of Compliance Partners' services. The Customer retains all ownership and rights to the logo. The usage of the logo will be discontinued upon the Customer's request or upon termination of the Contract.

5. THE RIGHTS TO USE

- 5.1. The Contract grants alone the Customer the right to use the Licensed Product in the subscription period, under the conditions set out in the Contract and these General Terms & Conditions.
- 5.2. The Customer's right to use is non-transferable and non-exclusive, further described in Section 16.



- 5.3. The Customer's right to use is limited to normal usage. Normal usage is understood as usage, that is consistent with the purpose of the Licensed Product as specified in Section 3.1. However, for the purpose of internal use, the Customer may make physical and electronic copies and download parts of the Licensed Product.
- 5.4. The Customer, nor third parties acting on behalf of the Customer, may alter or change the Licensed Product.
- 5.5. The Customer may not remove Compliance Partners' trademarks, for example, logos, branding, and product information, from the Licensed Product.

6. TECHNICAL PREREQUISITES

- 6.1. The Customer is responsible for acquiring and installing the necessary browser software for displaying and / or using the Licensed Product. The Customer is aware that Compliance Partners' provision of the Licensed Product depends on the Customer's choice of browser software. The Customer shall ensure that commonly used browsers are supported.
- 6.2. Compliance Partners is entitled to change its software with the effect that the Customer must acquire and install new browser software in order to use the Licensed Product.
- 6.3. The Customer is responsible for establishing the connection to Compliance Partners' servers, and for maintaining the connection.



7. UPDATES AND CHANGES

- 7.1. Compliance Partners can update the Licensed Product whenever it is deemed necessary. The updates shall not restrict or change the Customer's obligations or rights in relation to the Contract. Updates cannot constitute a breach of contract.
- 7.2. Compliance Partners is entitled to make changes and / or remove objects in the Licensed Product. Compliance Partners has freedom of choice when making changes and / or removing objects in the Licensed Product. The changes shall not restrict or change the Customer's obligations or rights in relation to the Contract and cannot constitute a breach of contract.
- 7.3. Removals of essential functions to the Licensed Product, that are inconsistent with the purpose of the Licensed Product, are subject to the provisions of Amendment in Section 20.1.
- 7.4. Compliance Partners provides no guarantee that the performance of the Licensed Product, and the connection to the Licensed Product, will be without interruptions. The same applies to content errors.

8. SUPPORT

- 8.1. Support is provided according to the Service Level Agreement (SLA) between the Parties.



9. DELIVERANCE

- 9.1. Compliance Partners shall provide the Solution and the Service in accordance with the time of provision, the place of provision, and the description of the Service, as laid out in the Contract and these General Terms & Conditions.
- 9.2. Compliance Partners shall facilitate onboarding process kick-off within a reasonable time after the contract has been signed by the Parties. However, Compliance Partners may at their discretion withhold performing further onboarding activities until the first payment has been made.
- 9.3. After the onboarding, Compliance Partners shall make the System available for the Customer. When the System has been set up, the Service shall be provided on an ongoing basis in accordance with the SLA.
- 9.4. The conclusion of the Contract does not limit Compliance Partners' freedom to perform services for other Customers.
- 9.5. Furthermore, Compliance Partners is free to decide which persons perform the practical execution of the Service.

10. PAYMENT

- 10.1. The Customer shall present payment for the Solution and Service 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.
 - (a) The Customer shall pay the price, and in the currency, as specified in the Contract.
 - (b) The contract price is an annual price without VAT (Value-Added Tax).



Compliance Partners ApS
CVR-nr 43615661
Kultorvet 11 4,
1175 Copenhagen,
Denmark

- (c) 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 Compliance Partners, annually, of the number of salaried employees at the Customer and / or its connected companies.
 - (d) The Customer is invoiced for 12 (twelve) months at a time, unless a longer period has been agreed between the Parties, and the first payment is due upon signature of the Contract.
 - (e) Payment shall be made no later than 14 (fourteen) days from the invoice date.
 - (f) The payment shall be in accordance with the information stated in the invoice.
 - (g) The Customer shall carry any costs related to the transaction.
- 10.2. By separate and written agreement, Compliance Partners can provide additional assistance in specific cases. The price for such additional assistance is determined by a separate and written agreement with Compliance Partners and is mutatis mutandis subject to these General Terms & Conditions.
- 10.3. Compliance Partners reserves the right to adjust the price for the Solution and Service as stated in the Contract, according to the development in the European Consumer Price Index from Eurostat, available via this [link](#). In the event 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 at a rate calculated based on 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.



11. DURATION OF THE SUBSCRIPTION

- 11.1. The initial subscription period starts upon the date of signature of the Contract. The subscription period, which also constitutes the period of access to the Solution and Service, is decided in the Contract.

12. RENEWAL AND TERMINATION

- 12.1. The subscription period will be renewed automatically at the end of every subscription period 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.
- 12.2. The Contract continues until termination by one of the Parties.
- 12.3. Termination can take place at any time after the initial subscription period, as mentioned in the Contract, but must be given in due time. Notice of termination in due time is no later than three month (90 days) before the date of termination of the subscription stated in the Contract, and if the initial subscription has been renewed, no later than three month (90 days) before the end of the renewed subscription period. The termination must be made in writing.
- 12.4. 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.



13. BREACH OF CONTRACT AND REMEDIES

- 13.1. If the Customer fails to meet his obligations, such as those mentioned in Section 11.1, it will be considered a fundamental breach. It will also be considered a fundamental breach if it becomes known to Compliance Partners that it will be impossible for the Customer to fulfill his obligations, including, for example, in the event of the Customer's bankruptcy or reconstruction proceedings. Furthermore, failure to respect provisions on Compliance Partners' property rights is considered a fundamental breach.
- 13.2. If it is established that there has been a fundamental breach from the Customer's side, Compliance Partners shall be, depending on the specific circumstances, entitled to use the remedies of breach provided in the Danish Sale of Goods Act (Act No. 1853 of 24-09-2021) and / or Chapter VII in the Danish Copyright Act. The Customer is under no circumstances entitled to a refund.
- 13.3. Compliance Partners reserves the right to charge default interest on the contract price if the Customer is late with the payment. The contract 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 (Act No. 459 of 13-05-2014).
- 13.4. If Compliance Partners fails to perform under the Contract and these General Terms & Conditions, the Customer shall notify Compliance Partners in writing within 7 (seven) days after the conclusion of the breach if he wants to claim the breach. If the circumstances warrant, Compliance Partners shall first exercise the right to remediation, either by repair or by redelivery. Thereafter, additional remedies shall follow the Danish Sale of Goods Act.



14. CONFIDENTIALITY

- 14.1. Compliance Partners and the Customer undertake to treat confidential information that arises during the performance of the Contract so that it remains inaccessible to unauthorized persons.
- 14.2. For the purpose of this contract confidential information includes, but is not limited to, information regarding the Parties that is not known or available to the general public, such as product information, including source code or other related codes in all formats, and information about business plans, business processes, suppliers, employees, analytical data, documentation, correspondence, and financial data.
- 14.3. The subjects of the duty of confidentiality are employees, representatives, and other persons related to the Parties, who gain access to the confidential information. The duty to confidentiality applies after the termination of the Contract as well.

15. COMPETITION

- 15.1. The right to use the Licensed Product is a non-exclusive right. With a non-exclusive right, it is understood that Compliance Partners is not limited in the freedom of licensing the Product to others.
- 15.2. Knowledge of information made available through the Customer's use of the Licensed Product shall not be used by the Customer to gain competitive advantages in Compliance Partners' area of business. The information includes, for example, the build-up, the opportunities, the limitations, and



the work processes related to the Licensed Product. This information shall not be disclosed or made available to third parties.

- 15.3. The Customer may transfer information from the Licensed Product to authorized third parties if the disclosure is part of the fulfillment of a legal obligation under the GDPR.

16. PERSONAL DATA

- 16.1. When Compliance Partners provides the Solution and Service, Compliance Partners are a data processor under the GDPR. Therefore, the data processing related to the Solution and Service is governed by a Data Processing Agreement. The Data Processing Agreement is an integrated part of the Contract and can be accessed via this [link](#). You can read more about how Compliance Partners collect personal data in our Privacy Notice.

17. LIABILITY

- 17.1. Compliance Partners 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 Solution and the Service.
- 17.2. Furthermore, Compliance Partners is not liable for events that can be attributed to the Customer's own circumstances, including equipment and people.
- 17.3. Liability of Compliance Partners arising in relation to the Contract shall under no circumstances exceed the contract price for the subscription period.



18. CHANGE OF CIRCUMSTANCES AND FORCE MAJURE

- 18.1. If a change of circumstances, which could not have been foreseen upon conclusion of the contract, leads to an excessive increase in the costs for the Parties related to providing the Solution or Service, which the Parties have not accepted to bear the risk for, the Parties can request to re-negotiate the Contract.
- 18.2. Compliance Partners 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.
- 18.3. 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 Compliance Partners' suppliers are considered force majeure under the Contract.

19. AMENDMENT

- 19.1. Compliance Partners may unilaterally change these General Terms & Conditions without the consent of the Customer, as long as it does not involve changes to the Customer's obligations towards Compliance Partners. If changes are made, the Customer shall be notified on the date of the amendment. Compliance Partners' notice to the Customer must state the changes made. Compliance Partners will consider the Customer's silence as tacit acceptance of the changes in the General Terms & Conditions.



Compliance Partners ApS
CVR-nr 43615661
Kultorvet 11 4,
1175 Copenhagen,
Denmark

20. CHOICE OF LAW AND JURISDICTION

- 20.1. All disputes arising out of or in connection with the Contract, shall be governed by Danish Law.
- 20.2. Such disputes, including disputes regarding the existence, the validity, or the termination of the Contract, shall be settled at the Court of Copenhagen ('Københavns Byret').