

SAFE ONLINE – CONNECTID DATA MAPPER – TERMS OF USE

SAFE ONLINE APS

COMPANY REGISTRATION NO.: 38589962

1 Subject Matter

These terms of use (the “Terms”) regulate all relations between:

Safe Online ApS
Købmagergade 22, 2.
1150 Copenhagen
Denmark.

(hereinafter referred to as: “Safe Online”, “us” or “we”),

and the user of the ConnectID Data Mapper Software (the “Customer”) regarding the use of the ConnectID Data Mapper Software (as defined below) (the “Usage”).

2 Data Processing

As we are located within the EU, we are compliant with the General Data Protection Regulation (“GDPR”). As the ConnectID Data Mapper Software is handling the Customer’s documents which might contain personal data, our data processing agreement (the “Data Processing Agreement” or “DPA”) is an integral part of these Terms.

3 ConnectID Data Mapper Software

Safe Online supplies software that are built on, among others, machine learning algorithms, natural language processing, search and data visualization to be able to identify, classify and extract data from documents across multiple locations for multiple purposes (the “ConnectID Data Mapper Software”).

The ConnectID Data Mapper Software is supplied as a cloud solution with a local client to be installed on the Customer’s computer(s).

The Usage can vary from customer to customer. The Customer will in all cases have the purpose of finding documents within the Customer’s business and/or the extraction of certain data from such documents, such as personal data.

The ConnectID Data Mapper Software is a business-to-business software and not intended for use by consumers.

4 Acceptance of the Terms

The creation of an account through the sign-up flow and download of the ConnectID Data Mapper Software (both as a free trial and on the base of a specific offer) – or any other Usage – is deemed an acceptance of these Terms, including the DPA, and constitutes a legally binding agreement between the Customer and Safe Online.

A valid e-mail address and a personally assigned password are required for the download of the ConnectID Data Mapper Software. For any Customer accepting a specific offer, the Customer will

have to provide; company name, full name of contact person and billing address. If this information is not provided, Safe Online is not obliged to supply anything to the Customer.

5 Pricing and Payment

The pricing of the ConnectID Data Mapper Software will be based on the specific offer made to the Customer by a representative from Safe Online.

Pricing will either be based on a “pay-as-you-go” model or a subscription model. This will always be explicitly stated in the offer.

Payment to Safe Online for the ConnectID Data Mapper Software is made on the basis of an invoice issued by Safe Online directly to the Customer. Invoices will be sent after the successful installation of the ConnectID Data Mapper Software with the customer and payment terms are 14 days net from invoice date. If the Customer is using a recurring model as set out in the offer, invoices will be sent in accordance with the specific offer.

Payment of the ConnectID Data Mapper Software is made to Safe Online ApS, a company incorporated in Denmark with VAT number DK38589962.

The final price, including all taxes, will be displayed before any order is made. The amount of VAT, which may be added to the charge, is 25% of the total billing amount and will be added depending on the location and legal entity of the purchaser. According to the European Union Council Directive 2006/112/EC, 25% VAT will be added if the Customer is from Denmark or is from a country within the European Union and does not have a European VAT number. The Customer has to compensate all additional costs which may arise in terms of VAT or other taxes imposed on the price of the ConnectID Data Mapper Software.

6 Free Trial

We may offer a free trial to the ConnectID Data Mapper Software for the Customer to test the product. A free trial is (as stated above) also covered by these Terms as it is an access to the real product. Any features that are not available will be communicated through the Safe Online website or directly to the Customer.

A free trial of the ConnectID Data Mapper Software is of a limited period and the Customer cannot continue with the ConnectID Data Mapper Software on a “free plan”. A free trial can at any time be revoked by us at our sole discretion.

7 Customer’s Data

The Customer shall own all rights, title and interest in all of the data processed by the ConnectID Data Mapper Software, and the Customer has sole responsibility for the legality, reliability, integrity, accuracy and quality of such data. The Customer can always request that all data supplied by the Customer is deleted.

All servers of Safe Online are based within the European Union. You can read more about the setup in the DPA and Privacy Policy ([found here](#)).

The Customer agrees to the processing of its data provided to Safe Online in accordance with the DPA.

To be able to deliver the ConnectID Data Mapper Software, Safe Online is processing the Customer's data. This includes a back-up of the data while Customer is rendering the ConnectID Data Mapper Software. Furthermore, a strictly limited team of developers will have the possibility of accessing the data to provide bug-fixing for the Customer but we will never access such data unless it is necessary to provide the Customer with the ConnectID Data Mapper Software. Keeping the Customer's data safe and confidential is of the utmost importance to us. We are always happy to explain more, if contacted.

The security set-up around the ConnectID Data Mapper Software is of utmost importance and we use leading suppliers as part of our infrastructure. You can get an overview of our security setup here: www.bysafeonline.dk/security.

When the upload of data is completed, and the data is fully saved, they are retrievable within the account of the Customer's team members with the necessary access rights (as defined by the Customer itself).

For the avoidance of doubt, we do not move or delete any documents from their original location.

8 Customer's Obligations

8.1 Access to the ConnectID Data Mapper Software

The Customer is not entitled to offer access to the ConnectID Data Mapper Software to any others than the individuals who have received a user login, i.e. a paying user, unless it is explicitly agreed with Safe Online. Therefore, the number of users on the ConnectID Data Mapper Software supplied to the Customer can never supersede the number of licenses purchased by the Customer. The Customer is obliged to handle their access to the ConnectID Data Mapper Software with care and to prevent Usage on their own computers by third parties, i.e. by implementing ordinary security measures like password protection of the computer itself, not logging on to unsecure networks etc.

8.2 Use of the ConnectID Data Mapper Software

The Customer accepts not to handle any data as part of the Usage – or use the ConnectID Data Mapper Software in any other way – in any way that is:

1. unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically
2. offensive;
3. facilitates illegal activity;
4. depicts sexually explicit images;
5. promotes unlawful violence;
6. discriminatory based on race, gender, color, religious belief, sexual orientation, disability;
7. otherwise illegal or causes damage or injury to any person or property; or
8. is in breach or would breach the obligations under the DPA;

Safe Online reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

The Customer is solely responsible for the data uploaded by the Customer, and integrity of the Customer's data processed by the ConnectID Data Mapper Software. Safe Online has no influence on the Customer's data, neither on its correctness nor on its legality or similar.

The Customer may not access, store, distribute or transmit any viruses or malicious software to the ConnectID Data Mapper Software or try to use the ConnectID Data Mapper Software for services it was not intended.

8.3 Attempt to copy the ConnectID Data Mapper Software

The Customer must not:

1. unless explicitly allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under these Terms:
 - 1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the ConnectID Data Mapper Software in any form or media or by any means; or
 - 1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the ConnectID Data Mapper Software; or
2. access all or any part of the ConnectID Data Mapper Software in order to build a product or service which competes with the ConnectID Data Mapper Software; or
3. use the ConnectID Data Mapper Software to provide services to third parties; or
4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the ConnectID Data Mapper Software available to any third party except the Customer's representatives, or
5. attempt to obtain, or assist third parties in obtaining, access to the ConnectID Data Mapper Software, other than as provided under this clause.

The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the ConnectID Data Mapper Software and in the event of any such unauthorized access or use, promptly notify Safe Online.

8.4 Indemnification

The Customer is obliged to indemnify Safe Online for any liability whatsoever which originates from the unlawfulness of content saved on the Customer's account or any breach of these Terms, including the obligation to indemnify Safe Online for all legal expenses.

9 The Customer's Right to Use

The Customer is granted a worldwide, non-transferable, non-exclusive right without the right to grant sub-licenses, to use the ConnectID Data Mapper Software for business purposes for the duration of the Usage until terminated by either Safe Online or the Customer.

10 Safe Online's Obligations

Safe Online will, during the Usage and until terminated by either Safe Online or the Customer, provide the ConnectID Data Mapper Software to the Customer subject to these Terms.

10.1 Service availability of the ConnectID Data Mapper Software

Safe Online must use commercially reasonable endeavors to ensure that the ConnectID Data Mapper Software is made available for the Customer for at least a service availability of 90%

(measured on a monthly basis as a percentage of total time in that month in minutes). In calculating the service availability in any month, the following shall be disregarded:

1. scheduled maintenance performed in that month outside business hours in the country where the Customer resides; in which respect scheduled maintenance shall be as posted from time to time on Safe Online's website or send to the Customer's administrator.
2. unscheduled maintenance performed outside business hours in the country where the Customer resides, provided that Safe Online has given the Customer no less than 4 hours' notice in advance;
3. unscheduled maintenance in the case of emergency (including any steps or measures which are in Safe Online's reasonable consideration necessary or desirable in connection with any anticipated emergency); and
4. any unavailability due to an event of force majeure.

If the service availability is not met in any month, the Customer is entitled, upon notification to Safe Online within 30 days of the end of the month in question, to be compensated by Safe Online by an amount equal to 10% of the total applicable monthly fee (excluding VAT) for that month, for each 15% below the service availability (as calculated above) in which the ConnectID Data Mapper Software were unavailable (disregarding the factors referred to in 1-4 above).

10.2 Support

Safe Online will provide the Customer with necessary product support during the official Safe Online opening being from 8:00 to 18:00 Copenhagen time. Safe Online is not obliged to support the Customer in any consultancy services, integration services etc. which is not a part of the ConnectID Data Mapper Software unless specifically stated in the offer made for the Customer.

10.3 Testimonials

Unless otherwise stated in the specific offer made for the Customer by Safe Online, Safe Online is entitled to use the name and logo of the Customer for promotional and marketing purposes, however, always acting in a loyal manner.

11 Warranty and Liability of Safe Online

11.1 No warranty

In the event of any loss or damage to data processed by the ConnectID Data Mapper Software, Safe Online must use all reasonable commercial endeavors to restore the lost or damaged data from the latest back-up of such data maintained by Safe Online in accordance with Safe Online's internal backup procedures. However, Safe Online cannot warrant that data losses can be fully recovered. Safe Online is not responsible for any loss, destruction, alteration or disclosure of the Customer's data caused by any third party (except those third parties directly subcontracted by Safe Online to perform services related to the ConnectID Data Mapper Software).

Safe Online does not warrant that the Customer's use of the ConnectID Data Mapper Software will be uninterrupted or error-free; or that the ConnectID Data Mapper Software and/or the information obtained by the Customer through use of the ConnectID Data Mapper Software will meet the Customer's requirements. Nor does Safe Online warrant that the ConnectID Data Mapper Software is 100% accurate due to the nature of the technologies used by the ConnectID Data Mapper Software.

11.2 Liability

Safe Online is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the ConnectID Data Mapper Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

The pre-contractual, contractual and non-contractual liability of Safe Online is limited to cases of intent and gross negligence and can never exceed 3 times the monetary value of the Customer's and Safe Online's relationship. The limitations of liability shall also apply where Safe Online is responsible for its employees and representatives.

All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.

12 Proprietary Rights

The Customer acknowledges and agrees that Safe Online and/or its licensors own all intellectual property rights to the ConnectID Data Mapper Software or any other products, material, information or similar provided by Safe Online to the Customer. Except as expressly stated herein, these Terms do not grant the Customer any rights to, under or in, any patents, copyright, database right, design right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other intellectual property rights or licenses in, to or in respect of the ConnectID Data Mapper Software or any other products, material, information or similar provided by Safe Online to the Customer.

Safe Online confirms that it has all the rights in relation to the ConnectID Data Mapper Software that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.

13 Confidentiality

Safe Online and the Customer must keep all information about the other party confidential, including any information in any data processed by Safe Online, except where:

1. the receiving party can reasonably demonstrate it was known to the receiving party or in its possession before that information was acquired from the disclosing party;
2. is in or enters the public domain through no default of the receiving party or any person on its behalf, with effect from the date that the relevant confidential information enters the public domain; or
3. the receiving party receives from a third party in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence.

The fact that the Customer is a customer of Safe Online does not constitute confidential information.

The provisions of this clause 13 does not apply to any information which is required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure. In such

instances, the relevant party must notify the other party immediately unless such notification would be deemed unlawful or contrary to the order made.

14 Term and Termination

These Terms shall, unless terminated as provided in this clause, commence on the day set out in clause 4 and continue until the ConnectID Data Mapper Software is no longer installed on any computer in the Customer's control.

These Terms can be terminated with one (1) month's notice to the first in a month by either party in writing. However, the Terms will stay in force as set out in the previous paragraph.

On termination of these Terms for any reason, all licenses granted under these Terms shall immediately terminate and the Customer shall immediately cease all use of the ConnectID Data Mapper Software.

14.1 Deletion of data

Safe Online shall delete any and all Customer data processed by the ConnectID Data Mapper Software within 30 days of the termination of the Usage, provided that data contained on backup copies of Safe Online's databases is not deleted for up to 90 days from the date of termination; and the Customer hereby agrees that it is not entitled to receive copies of any such Customer data after termination of the Usage.

15 Updates to these Terms

These Terms may be updated from time to time by Safe Online. The latest update will always be available [here](#).

16 Severance

If any provision (or part of a provision) of these Terms is found by any court or administrative body of a competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of Safe Online.

17 Entire Agreement

These Terms constitute the entire agreement between the Customer and Safe Online regarding the ConnectID Data Mapper Software, and they supersede all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18 Assignment

The Customer is not, without the prior written consent of Safe Online, entitled to assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

Safe Online may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms provided that it does not have a material negative impact on the Customer.

19 Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Kingdom of Denmark, excluding its rules of renvoi. The City Court of Copenhagen shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).