

Last updated: October 4, 2023

DataMapper Terms of Use

Safe Online ApS

Nørrebrogade 47

2200 Copenhagen N

Denmark Company registration

No: 38589962

1. Subject Matter

These terms of use (the "Terms") regulate all relations between: Safe Online ApS, Nørrebrogade 47,- 2200 Copenhagen N Denmark. (hereinafter referred to as: "Safe Online", "us" or "we"), and the user of DataMapper ("Customer") regarding the use ("Usage") of "DataMapper" (as defined below).

2. Data Processing

We are located within the EU and we comply with the General Data Protection Regulation ("GDPR"). As DataMapper handles documents that might contain personal data, our data processing agreement ("Data Processing Agreement" or "DPA") is an integral part of these Terms.

3. DataMapper

Safe Online's DataMapper ("DataMapper") is built on, among other technologies, machine learning algorithms, natural language processing, search, and data visualization to identify, classify and extract data from documents across multiple locations for multiple purposes.

DataMapper is a cloud solution with a local client installed on the Customer's computer(s). DataMapper is business-to-business software and not intended for use by consumers.

The usage of DataMapper, including the number of users and the volume of data that the Customer can process, is governed by the agreement signed by the Customer at the time of purchase. If the volume of data was not specified at the time of purchase, it is understood to be a total of 25 GB per user during the agreed license period. Exceeding the total amount of data may result in an additional cost for the customer.

4. Acceptance of the Terms

The creation of an account through the sign-up flow and download of DataMapper as a free

trial, as 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 email address and a personally assigned password are required to download DataMapper. Any Customer who accepts a specific offer must provide their company name, full name of a contact person and a billing address. If this information is not provided, Safe Online is not obliged to provide services to the Customer.

5.Pricing and Payment

The pricing of the DataMapper 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 DataMapper is made on the basis of an invoice issued directly to the Customer. Invoices will be sent after the successful installation of DataMapper 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 for DataMapper should be 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 DataMapper.

6.Free Trial

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

Free trials of the DataMapper will be for a limited period and the Customer cannot continue with DataMapper on a “free plan”. A free trial can be revoked at any time by Safe Online at our sole discretion.

7.Customer Data

The Customer shall own all rights, title and interest in all of the data processed by the DataMapper, 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 be 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 their data provided to Safe Online in accordance with the DPA.

In order for a Customer to use DataMapper, Safe Online must process the Customer’s data.

This includes a backup of the data while the Customer is rendering DataMapper. Furthermore, a strictly limited team of developers will be able to access the data in case bug-fixing is required, but we will never access Customer data except for the purpose of providing the Customer with services.

Keeping the Customer's data safe and confidential is our highest priority. We are always happy to explain our processes further if contacted.

As the security set-up for DataMapper is of utmost importance to us, we use leading suppliers as part of our infrastructure. You can get an overview of our security setup here: <https://bysafeonline.com/datamapper-security/>.

When an upload of data is completed and the data is fully saved, it can be retrieved by the Customer's team members with the necessary access rights to the account (access rights are determined by the Customer).

We do not move or delete any documents from their original location.

8.Customer Obligations

8.1 Access to DataMapper

The Customer should not give access to DataMapper to anyone who has not received a user login, i.e., paying users, unless explicitly agreed with Safe Online. The number of DataMapper users supplied to the Customer can never supersede the number of licenses purchased. The Customer should keep their DataMapper account private by implementing ordinary security measures, for example, by protecting their own computers and passwords from access by third parties, avoiding unsecure networks, etc.

8.2 Use of DataMapper

The Customer agrees not to handle any data as part of the Usage, or use DataMapper in any other way that:

- Is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically
- Is offensive
- Facilitates illegal activity
- Depicts sexually explicit images
- Promotes unlawful violence
- Is discriminatory based on race, gender, color, religious belief, sexual orientation, disability
- Is otherwise illegal or causes damage or injury to any person or property; or,
- 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 they upload, and the integrity of the Customer's data processed by DataMapper. Safe Online has no influence on the Customer's data, its correctness, its legality, or similar.

The Customer may not access, store, distribute or transmit any viruses or malicious software to DataMapper, or try to use DataMapper for services it was not intended for.

8.3 Attempt to copy the DataMapper Software

The Customer must not, 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:

- Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Connectid DataMapper Software in any form or media or by any means; or
- Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the DataMapper Software; or
- Access all or any part of the DataMapper Software in order to build a product or service which competes with DataMapper Software; or
- Use DataMapper Software to provide services to third parties; or
- License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make DataMapper Software available to any third party except the Customer's representatives, or
- Attempt to obtain, or assist third parties in obtaining, access to the DataMapper, other than as provided under this clause.

The Customer shall make all reasonable efforts to prevent any unauthorized access to, or use of, DataMapper 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 DataMapper 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 DataMapper to the Customer subject to these Terms.

10.1 Service availability of DataMapper

Safe Online must use commercially reasonable endeavors to ensure that DataMapper 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:

- 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.
- 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.

- 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).

10.2 Standard Support, Consultancy Services, and Fair Usage Policy

Safe Online will provide the Customer with necessary product support during the official Safe Online opening hours, 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 DataMapper's service unless specifically stated in the offer made for the Customer.

- **Standard Support:** Our standard support services are provided on a best-effort basis. This includes addressing general inquiries about our service, assisting with issues that arise during the normal use of our service, and providing guidance on the features and functionalities of our service. Standard support is included in your subscription at no additional cost.
- **Fair Usage Policy:** Our standard support services are designed to assist all our customers in using our software effectively. To ensure that all customers have access to these resources, we operate a fair usage policy. Under this policy, we reserve the right to charge additional fees for support services that exceed a reasonable level of use.
- **Consultancy Services:** In instances where your configuration has been modified or where additional expertise is required beyond our standard support, we offer consultancy services. These services include, but are not limited to, troubleshooting complex issues, providing in-depth guidance on configuration changes, and offering tailored advice to optimize the use of our service. Please note that these consultancy services are not included in your subscription and will be charged separately.
- **Billing:** Consultancy services will be billed on an hourly basis. The rate will be communicated to you prior to the commencement of the consultancy service. Any consultancy service that takes less than an hour will be billed as a full hour.
- **Requesting Consultancy Services:** If you require consultancy services or if you have any questions about our fair usage policy, please contact our support team with a detailed description of your needs. Our team will assess your request and provide an estimate of the time and cost involved before proceeding.

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 DataMapper, Safe Online must use all reasonable commercial endeavors to restore the lost or damaged data from the latest backup 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 DataMapper).

Safe Online does not warrant that the Customer's use of DataMapper will be uninterrupted or error-free; or that DataMapper and/or the information obtained by DataMapper will meet the

Customer's requirements. Nor does Safe Online warrant that DataMapper is 100% accurate due to the nature of the technologies used by DataMapper.

Safe Online's services and products are not intended to provide personalized legal counseling regarding any regulations or documentation, including but not limited to GDPR, personal data, or privacy law. Customers requiring legal advice should seek such counsel from a law firm or lawyer. Our services are not tailored to meet the specific individual needs of customers or their unique legal situations, including but not limited to situations involving GDPR, personal data, or privacy law. Nothing contained in our services or products constitutes, is intended to constitute, or should be deemed as legal advice, either implicitly or explicitly. We strongly encourage customers to seek relevant legal advice from a law firm or lawyer.

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 DataMapper 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 DataMapper 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 DataMapper 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 DataMapper 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:

- 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;
- 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
- 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 DataMapper 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 DataMapper.

14.1 Deletion of data

Safe Online shall delete any and all Customer data processed by DataMapper within 30 days of the termination of the Usage, provided that data contained on backup copies of Safe Online's databases are 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 DataMapper, 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).

20. Change log

September 2023

- Company address updated
- **3.** DataMapper usage updated
- **10.1** DataMapper service availability updated
- **10.3** Standard support terms updated
- **11.** Warranty and liability clarified

