

Sprii, General Terms and Conditions

Updated 13 October 2026

1 Document version

Version	Effective date	Summary of change	Material?
16 June 2026	01 December 2026	DPA and Sub-Processor List moved to separate documents. Business customers only. Liability in three tiers, with an IP indemnity. Price increases capped at 5%. Cancellation one month before renewal. Suspension after 60 days' non-payment. Shopify App Store terms and standard contract clauses added.	Yes
19 November 2025	19 November 2025	Reorganised for readability; SLA, liability, DPA, fee, renewal, termination and indemnity wording clarified. No reduction in customer rights.	No

Superseded versions are archived at sprii.io/legal/archive.

2 Introduction

These General Terms and Conditions (the “Terms”) govern your access to and use of Sprii’s websites, applications, and related services (collectively referred to as the “Service” or “Sprii”).

By accessing, creating an account, or otherwise using any part of the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you or your organization have entered a separate written Contract with Sprii, that Contract shall prevail in the event of any conflict with these Terms.

These Terms apply only to Users who access or use the Service in the course of a business, trade, or profession. The Service is not intended for or offered to consumers, and these Terms do not govern use by a consumer.

In the event of discrepancies between translated versions of these Terms, the English version shall prevail.

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3 Sprii Services

For the purposes of these Terms, the “Service” or “Sprii Services” includes the following primary components:

- a) Shop.Sprii.io (“Hosted Checkout”), Sprii’s hosted checkout solution enabling Users to process online transactions without operating their own webshop.
- a) Sprii.io (“Website”), Sprii’s main corporate and informational website.
- b) App.Sprii.io (“Web Application”), Sprii’s central platform where Users manage subscriptions, campaigns, analytics, and integrations.
- c) Sprii Onsite (“Embeddable Player”), A video player with built-in checkout functionality that can be embedded directly on a User’s website for live shopping experiences.
- d) Sprii HOST App (“Mobile Streaming App”), A mobile application allowing Users to broadcast live shopping events from their mobile devices.
- e) Marketplace.Sprii.io (“Live Shopping Marketplace”), Sprii’s centralized marketplace where brands and creators can host live shopping events and reach audiences beyond their own channels. This feature is currently offered in beta and is available only to Users located in Denmark unless otherwise agreed in writing with Sprii.

Sprii may expand, modify, or discontinue elements of the Service at any time in accordance with these Terms. Use of any new or modified feature constitutes acceptance of the updated Service.

4 Definitions

In these Terms, the following expressions have the meanings set out below:

- “User”, “Customer”, or “You” means the individual or legal entity that registers for, subscribes to, or uses the Service.
- “Account” means the registered subscription instance through which a User accesses and uses the Service, and to which the Subscription Plan, configuration, and usage allowances (including Streaming Hours and Viewing Hours) are attached.
- “Sprii”, “we”, “our”, or “us” means Sprii ApS, Tax ID: DK42084476, Sommervej 31E, 8210 Aarhus V, Denmark.
- “Service” or “Sprii Services” means the Sprii platform, websites, applications, and related offerings provided by Sprii under these Terms or an applicable Contract.
- “Contract” means a separate written agreement entered between Sprii and a User governing specific commercial or technical terms for the use of the Service. In case of any conflict between a Contract and these Terms, the Contract shall prevail.
- “End Consumer” means the purchaser, viewer, or recipient of goods or services from a User through the Service.
- “Content” means any data, text, images, videos, or other material uploaded, submitted, or otherwise made available through the Service by a User.

Subscription and Renewal Terms:

- “Subscription Start Date” means the calendar day on which the User’s subscription begins.
- “POC Term” (Proof-of-Concept) means a trial period before the start of the subscription during which the subscription can be terminated early without the full Initial Term applying.

- “POC End Date” means the final day of the Proof-of-Concept period. Unless cancelled before the POC Cancellation Deadline, the subscription automatically renews into the Initial Term.
- “POC Cancellation Deadline” means the last date on which the User may cancel to prevent renewal beyond the Proof-of-Concept period.
- “POC Cancellation Term” means the minimum notice period used to define the POC Cancellation Deadline with reference to the POC End Date.
- “Initial Term” means the period between the Subscription Start Date and the first Renewal Date. After this period, the subscription automatically renews for the Renewal Term unless cancelled before the Subscription Cancellation Deadline.
- “Renewal Term” means the period between renewal dates. Each Renewal Term automatically renews for the same length unless cancelled before the Cancellation Deadline.
- “Subscription Renewal Date” means the date on which a Renewal Term begins, unless the subscription is cancelled before the Cancellation Deadline.
- “Subscription End Date” means the last day of the subscription. The subscription does not automatically renew beyond this date.
- “Subscription Cancellation Deadline” means the final date on which the User may cancel to prevent renewal into a new Renewal Term.
- “Subscription Cancellation Term” means the minimum notice period used to define the Subscription Cancellation Deadline with reference to the Subscription Renewal Date.
- “Commitment Period” means the initial minimum period during which the User’s subscription remains binding under a Contract or these Terms.
- “Billing Cycle” means the interval at which charges are issued (e.g., monthly), regardless of the overall subscription term length.
- “Payment Term” means the number of days between the “Invoice Date” and the “Payment Due Date”.

5 General information

Company Details

Sprii ApS
Sommervej 31E, 8210 Aarhus V, Denmark
Tax ID: DK42084476
Phone: +45 3515 4033
Email: hey@sprii.io

Legal Status

Sprii ApS is a private limited company incorporated under Danish law.

Governing Law and Venue

These Terms, and any Contract between Sprii and the User, are governed by and construed in accordance with the laws of Denmark.

The exclusive venue for any dispute arising out of or in connection with these Terms or a Contract shall be the courts of Aarhus, Denmark.

6 Confidentiality

6.1 Definition

“Confidential Information” means any non-public information disclosed by one party (“Disclosing Party”) to the other (“Receiving Party”) in connection with the Service or a Contract, whether in written, oral, electronic, or other form, and whether marked as confidential or not, that a reasonable person would understand to be confidential.

6.2 Obligations

Each party shall:

- a) Keep all Confidential Information strictly confidential and use it solely for the purpose of performing under these Terms or a Contract.
- b) Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its employees, contractors, or professional advisers who need to know it for the permitted purpose and who are bound by equivalent confidentiality obligations.
- c) Take all reasonable measures to protect Confidential Information from unauthorized access, loss, or disclosure.

6.3 Exceptions

Confidential Information does not include information that:

- a) Is or becomes public other than through a breach of these Terms;
- b) Was lawfully known to the Receiving Party before disclosure;
- c) Is independently developed without use of or reference to the Confidential Information; or
- d) Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party (where legally permissible) gives prompt written notice to the Disclosing Party before such disclosure.

6.4 Duration

The confidentiality obligations set out in this Section shall survive termination of these Terms or any Contract for a period of five (5) years, or longer where required by applicable law or where the information concerns trade secrets.

On termination of these Terms or any Contract, each party shall, on the other party's request, return or destroy the other party's Confidential Information in its possession, except to the extent retention is required by law or for the establishment, exercise, or defence of legal claims.

6.5 Anonymized and Aggregated Data

Nothing in this Section shall prevent Sprii from collecting, using, or sharing aggregated or anonymized data derived from the Service, provided such data does not identify any individual or disclose any User Confidential Information.

7 Processing of personal data

7.1 Compliance with Data Protection Laws

Sprii and the User shall comply with all applicable data protection laws, including the EU General Data Protection Regulation (GDPR) and equivalent local legislation, in connection with their use of the Service.

7.2 Data Processing Addendum (DPA)

Where Sprii processes personal data on behalf of the User as a data processor, such processing shall be governed by Sprii's Data Processing Addendum (DPA), which forms an integral part of these Terms and is maintained as a separate document, available at <https://sprii.io/legal/dpa> and on request. The sub-processors Sprii engages for that processing are set out in the Sprii Sub-Processor List, available at <https://sprii.io/legal/subprocessors>, referred to in the DPA.

By accepting these Terms or entering a Contract with Sprii, the User acknowledges and accepts the DPA.

7.3 User Responsibility

The User is responsible for ensuring that any personal data shared with Sprii or processed through the Service is collected and processed lawfully and in compliance with applicable data protection requirements, including providing necessary notices to and obtaining valid consents from data subjects where required.

7.4 Independent Controllers

If and to the extent that Sprii and the User each determine the purposes and means of processing personal data independently, they act as separate data controllers, each responsible for its own compliance with applicable data protection obligations.

8 Fees and Services

8.1 Subscription Fees

The User shall pay the subscription fees applicable to the selected Subscription Plan. Subscription fees may include a monthly base fee and any add-ons, modules, or feature packages selected by the User. Subscription fees apply throughout the Commitment Period, Initial Term, and any Renewal Term.

Subscription fees are non-refundable, except where required by applicable law.

8.2 Transaction-Based Fees

Certain Sprii Services include transaction-based pricing. Transaction fees apply to transactions, checkout events, gamification events, reservations, lead events, or other measurable interactions as specified in the User's Subscription Plan or Contract.

The calculation of transaction fees is governed by Annex 1: "Billing Rules and Fee Calculation", which forms an integral part of these Terms.

8.3 Usage-Based Limits and Overage Fees

Some features of the Service include usage-based limits, such as streaming hours, viewing hours, SMS usage, campaign sendouts, or other measurable consumption.

If the Account exceeds the limits included in the Subscription Plan, Sprii may charge overage fees in accordance with Annex 1: "Billing Rules and Fee Calculation."

8.4 Sprii Host App

The Sprii Host App is provided free of charge as part of the Subscription and is available only to Apple Devices.

Streaming time through the Host App is subject to the same usage limits described under the Sprii Streaming Service above, including recorded streaming hour limits and any overage rules in accordance with Annex 1: "Billing Rules and Fee Calculation."

8.5 Additional Services

Fees for onboarding, setup, training, development work, integrations, consultancy, workshops, or other Additional Services will be charged as specified in the applicable Contract, order confirmation, or statement of work.

Unless otherwise agreed, Additional Services are billed as one-time fees or on a time-and-materials basis at Sprii's current rates.

8.6 Currency and Taxes

All fees are exclusive of VAT or other applicable taxes unless otherwise stated. Fees are payable in the currency specified in the Subscription Plan, Contract, or invoice.

The User is responsible for all taxes associated with their purchase and use of the Service, except for taxes imposed on Sprii's net income.

8.7 Price Adjustments

8.7.1 Subscription Fees

Sprii may adjust the Subscription Fees, including the Fixed Monthly Cost and any recurring base charges, once per calendar year. Any adjustment will take effect from the first day of the next Renewal Term and will not exceed five percent (5%) of the previous fee.

8.7.2 Transaction and Usage Fees

Sprii may adjust Transaction Fees and Usage Fees if changes occur in third-party costs or infrastructure costs that affect Sprii's ability to provide the Service, including but not limited to changes in SMS provider pricing, streaming or platform API costs, payment service provider fees, or other external cost drivers. Sprii will notify the User in advance of any such adjustments.

8.7.3 Notice Requirement

Sprii shall provide the User with at least 90 days' written notice of any intended price adjustment.

8.7.4 Right to Terminate

If the User does not accept a price adjustment, the User may terminate the subscription before the effective Subscription Cancellation Deadline.

8.7.5 Methods of Payment

The User must keep payment information accurate and up to date. Sprii accepts payment through the methods communicated to the User.

8.7.6 Failure to Pay

If the User fails to pay any amount when due, Sprii may charge default interest in accordance with applicable law, suspend access upon prior notice, and revoke discounts or promotional pricing. When outstanding payments have not been resolved within 60 days after Payment Due Date, access to the Service will be suspended.

Suspension does not relieve the User of any outstanding payment obligations.

9 Additional services

9.1 Scope of Additional Services

Sprii may provide Additional Services outside the standard functionality of the Platform, including but not limited to onboarding, training, workshops, consultancy, custom development, integrations, creative services, and technical assistance.

9.2 Ordering Additional Services

Additional Services must be agreed through a Contract, order confirmation, or written agreement between the parties. Sprii is not obligated to provide Additional Services unless such agreement is in place.

9.3 Fees for Additional Services

Unless otherwise agreed in a Contract, additional Services are billed as one-time fees or on a time-and-materials basis, at Sprii's then-current rates, and Sprii may invoice separately for third-party costs such as travel, materials, software tools, or license fees required for the delivery of the service.

9.4 Delivery Timeline

Sprii will make reasonable efforts to deliver Additional Services within agreed timelines. Any time estimates provided are indicative only and not binding unless explicitly stated as binding in a Contract.

9.5 Light Integrations

Sprii may, at the User's request, perform small-scale integrations between the Sprii Platform and the User's webshop or related systems ("Light Integrations").

Light Integrations are delivered at an agreed price and considered complete once the agreed functionality has been tested and confirmed operational.

The User acknowledges that subsequent changes to the User's webshop, system configuration, third-party plugins, themes, API behaviour, or hosting environment may affect the functionality of the integration.

Any adjustments, fixes, or modifications required due to such changes will be treated as new work and billed separately at Sprii's applicable rates.

Sprii does not guarantee that Light Integrations will remain functional if the third-party system introduces breaking changes, updates, or policy limitations.

9.6 Pricing for Additional Services and Light Integrations

Fees for Additional Services, including but not limited to development work, project management, workshops, onboarding, and Light Integrations, are charged according to the rates specified in the User's Contract or the applicable Sprii Rate Card.

Such fees must be agreed in writing before Sprii commences the work.

9.7 Intellectual Property Rights

Unless otherwise agreed in writing, all deliverables, materials, custom developments, configurations, or integrations created by Sprii in connection with Additional Services remain the exclusive property of Sprii.

The User receives a non-exclusive, non-transferable right to use such deliverables as part of the Sprii Service.

9.8 Dependencies and Cooperation

The User shall provide Sprii with timely access, information, and cooperation necessary for the delivery of Additional Services. Delays caused by the User may result in rescheduling, additional fees, or extended timelines.

9.9 No Guarantee of Results

Sprii makes no guarantee that Additional Services will produce a specific commercial outcome, performance increase, or revenue result. Additional Services are provided on a reasonable-effort basis.

10 Invoicing and payment

10.1 Invoicing

Sprii will invoice the User according to the billing frequency set out in the User's Subscription Plan or Contract.

All invoices are sent by email to the billing email address provided in the Sprii Platform.

For convenience, copies of previously issued invoices may also be available for download inside the Sprii Platform.

Email delivery constitutes the official issuance and delivery of the invoice.

Subscription fees are invoiced in advance, unless otherwise specified.

Usage-based or transaction-based fees are invoiced in arrears.

10.2 Payment Terms

The due date for each invoice depends on the selected payment method:

10.2.1 Credit Card

When the User pays by credit card, the invoice is due on the invoice date.

10.2.2 Bank Transfer

When the User pays by bank transfer, the invoice is due 8 days after the invoice date, unless a different due date is stated on the invoice.

The User is responsible for ensuring that Sprii has a valid and up-to-date billing email address and that payments are made on time regardless of the payment method chosen.

10.3 Accepted Payment Methods

Sprii accepts payment via:

- a) credit card, processed through Sprii's automated billing system, and
- b) bank transfer, where available and agreed with Sprii.

When the User pays by credit card, Sprii may store and process the User's payment details through a secure, PCI-compliant third-party payment processor for the purpose of recurring billing.

The User is responsible for ensuring that valid payment details are maintained at all times when card payment is used.

10.4 Late Payments

If an invoice is not paid on time:

- a) Sprii may charge late interest at the maximum rate permitted by law;
- b) Sprii may apply reasonable administrative fees for reminders or collection activities;
- c) Sprii may suspend or limit access to the Service until all overdue amounts are settled, and access will in any event be suspended once an invoice is 60 days overdue.

Suspension does not relieve the User of the obligation to pay Subscription Fees for the applicable period.

10.5 Disputed Amounts

If the User disputes an invoice, they must notify Sprii in writing within 30 days of receiving the invoice, specifying the grounds for the dispute.

Undisputed portions of invoices must still be paid on time.

The parties will work in good faith to resolve any disputes.

10.6 Taxes

All fees are exclusive of VAT and other applicable taxes unless expressly stated otherwise.

The User is responsible for all taxes related to the use of the Service, except taxes based on Sprii's net income.

10.7 Reconciliation and Overage Fees

Sprii may reconcile actual usage, including streaming hours, viewing hours, SMS usage, gamification events, and other measurable units, against the limits included in the Subscription Plan.

Any overage fees will be invoiced in arrears, as described in Annex 1: Billing Rules and Fee Calculation.

10.8 Non-Refundability

All Subscription fees, usage-based fees, transaction fees, and one-time fees are non-refundable, including in cases of non-use, early cancellation, or end-customer returns, unless required by mandatory law.

10.9 Administration Fees

Sprii may charge administration fees when the User requests invoicing or payment handling that differs from Sprii's standard processes.

No administration fee applies when:

- a) invoices are delivered by email, or
- b) payment is made by credit or debit card.

Administration fees apply in the following cases:

- c) Invoice via EAN or paper mail: EUR 18 (excl. VAT) per invoice
- d) Payment via Betalingsservice (DK): EUR 15 (excl. VAT) per payment
- e) Payment via bank transfer: EUR 6 (excl. VAT) per invoice

10.10 Subscriptions through the Shopify App Store

Where the User subscribes by installing the Sprii app from the Shopify App Store and accepting these Terms in the app, these Terms, including the DPA, apply with the following changes, which prevail where they conflict with the rest of these Terms:

- a) fees are charged through Shopify's billing and appear on the User's Shopify invoice; Shopify's terms govern payment, and the invoicing, payment method, late payment and administration fee provisions in these Terms do not apply;
- b) a change of plan or price takes effect only when the User approves the new charge in Shopify;
- c) the User may upgrade, downgrade or cancel at any time from within the app, or by uninstalling it; no further fees are charged after cancellation, and fees already charged are non-refundable unless the law requires otherwise;
- d) notices to the User are sent to the email address associated with the User's Shopify store and inside the Sprii app.

11 Renewal Terms

11.1 Initial Term and Renewal

The Subscription begins on the Subscription Start Date and continues for the Initial Term specified in the User's Subscription Plan or Contract.

Unless the User cancels the Subscription before the applicable Subscription Cancellation Deadline, the Subscription will automatically renew for consecutive Renewal Terms of the same length as the previous term.

Each Renewal Term begins on the Subscription Renewal Date.

11.2 Cancellation Before Renewal

To prevent renewal, the User must submit written cancellation before the relevant Subscription Cancellation Deadline.

The Cancellation Deadline is one (1) calendar month prior to the Subscription Renewal Date, unless otherwise agreed in writing.

Cancellations submitted after the Cancellation Deadline take effect at the end of the next Renewal Term.

11.3 Proof of Concept (POC) Period

If a POC Term has been agreed, the subscription will automatically begin unless cancelled in writing on or before the POC Cancellation Deadline.

The POC Cancellation Deadline is one (1) calendar month prior to the POC End Date.

After the POC Period, standard renewal and cancellation rules apply.

11.4 Renewal Pricing

Fees for renewed Subscription Terms will be based on:

- a) the User's active Subscription Plan, and
- b) Sprii's pricing applicable at the Renewal Date,

subject to any price adjustment rules set out in these Terms.

If pricing is changed, Sprii will notify the User in accordance with the notice periods described in section 8.7 "Price Adjustments".

11.5 No Cancellation During Active Term

Once the Subscription has entered the POC Term (if applicable), the Initial Term, or any Renewal Term, the User may not terminate early except as permitted under the "Termination" section.

The User remains responsible for all fees for the entire committed term.

11.6 Changes to Subscription Plan

Upgrades to a higher-tier Subscription Plan may take effect immediately or on the next Renewal Date, as agreed with Sprii.

Downgrades only take effect on the next Renewal Date, provided notice is given before the Subscription Cancellation Deadline.

12 Termination

12.1 Termination for Convenience

The User may terminate the Subscription only by submitting written cancellation before the applicable POC Cancellation Deadline or Subscription Cancellation Deadline, as described in Section 11 "Renewal Terms".

Cancellations submitted after the relevant deadline take effect at the end of the next Renewal Term.

The User cannot terminate the Subscription early during an active POC Term, Initial Term, or Renewal Term.

12.2 Termination for Breach

Either party may terminate the Contract with immediate effect if the other party commits a material breach of these Terms and fails to remedy the breach within 30 days of receiving written notice specifying the breach.

Examples of material breach include, but are not limited to:

- a) failure to pay fees when due,
- b) unauthorised use of the Service,
- c) violation of applicable laws when using the Service,
- d) repeated or serious violation of the DPA.

Sprii may suspend the User's access to the Service during the notice period if the breach concerns non-payment, misuse, security risk, or unlawful activity.

12.3 Termination for Insolvency

Either party may terminate the Contract with immediate effect if the other party becomes insolvent, enters bankruptcy, liquidation, debt restructuring, or is otherwise unable to meet its financial obligations.

12.4 Effect of Termination

Upon termination:

- a) all outstanding fees become immediately due and payable,
- b) the User remains liable for all fees due for the full contractual term (unless termination is due to Sprii's material breach),
- c) access to the Service will be disabled, and
- d) Sprii will delete or return Customer Data in accordance with the DPA.

No fees are refundable upon termination unless required by mandatory law or explicitly agreed.

For a period of thirty (30) days after termination, Sprii will, on the User's written request, make the User's Customer Data available for export before it is deleted or returned in accordance with the DPA.

12.5 Continuing Obligations

Sections relating to confidentiality, intellectual property, liability, data protection, and any other provisions which by their nature should survive termination, shall remain in force.

13 User Responsibilities

13.1 Compliance with Laws and Policies

The User must use the Service in compliance with:

- a) all applicable laws and regulations,
- b) third-party platform rules (including Meta, Instagram, Facebook, TikTok, YouTube, and any other integrated platforms),
- c) these Terms, and
- d) the DPA.

Sprii is not responsible for any consequences arising from the User's breach of applicable laws or third-party platform policies.

13.2 Account Security

The User is responsible for:

- a) maintaining the confidentiality of login credentials,
- b) restricting access to authorised personnel only,
- c) ensuring that only authorised Users access the Sprii Platform, and
- d) immediately notifying Sprii of any suspected unauthorised access or security incident.

Sprii is not liable for any loss or damage arising from unauthorised access caused by the User's actions or omissions.

13.3 Accuracy of Information

The User is responsible for ensuring that all information they provide to Sprii, including product data, pricing, campaign settings, legal terms, and contact information, is accurate, complete, and up to date.

Sprii has no responsibility for errors, mispricing, or incorrect content resulting from inaccurate or incomplete information supplied by the User.

13.4 Content Responsibility

The User is solely responsible for:

- a) all content published, streamed, or communicated through the Service,
- b) including text, audio, video, images, campaign content, offers, competitions, and interactions with end customers.

The User must ensure that such content:

- c) is lawful,
- d) does not infringe third-party rights (including copyright and trademarks),
- e) complies with consumer protection rules,
- f) includes legally required information, and
- g) adheres to platform terms and advertising guidelines.

Sprii is not responsible for reviewing or approving User content.

13.5 Proper Use of the Service

The User may not:

- a) use the Service in a manner that may harm or impair Sprii's systems,
- b) misuse data, APIs, or integrations,
- c) attempt to bypass usage limits or fees,
- d) run automated scripts, scrapers, crawlers, or bots without written permission,
- e) interfere with the security, functionality, or stability of the Service, or
- f) use the Service to send spam, unsolicited messages, or unlawful communications.

Sprii may suspend access to the Service if misuse is detected.

13.6 Cooperation and Configuration

The User must cooperate with Sprii as reasonably required to deliver the Service, including:

- a) providing access to systems where integrations are needed,
- b) ensuring that relevant settings, permissions, and access tokens are correctly configured,
- c) maintaining valid admin access rights for connected social media or webshop accounts,
- d) ensuring stable internet connectivity for live streaming and platform use.

Sprii is not responsible for failures caused by missing permissions, misconfiguration, or third-party platform restrictions.

13.7 End-Customer Interactions

The User is solely responsible for:

- a) communication with end-customers,
- b) fulfilment of orders,
- c) payment collection (unless Sprii Hosted Checkout is used),
- d) delivery, returns, refunds, and customer service,
- e) compliance with consumer protection rules,
- f) any competition, giveaway, or gamification rules required by law.

Sprii does not act as a merchant of record, seller, or agent unless explicitly stated in a Contract.

13.8 Prohibited Uses

The User must not use the Service to:

- a) violate privacy or data protection laws,
- b) impersonate another person or entity,
- c) run fraudulent activities or misleading campaigns,
- d) stream or publish harmful, illegal, or offensive content,
- e) engage in harassment, discrimination, or abuse,
- f) distribute malware, viruses, or harmful code.

Sprii may suspend or terminate accounts engaged in prohibited activities.

14 Intellectual property

14.1 Ownership of the Service

All rights, title, and interest in and to the Sprii Platform, including:

- a) software, source code, backend systems, algorithms,
- b) features, functionality, user interfaces,
- c) documentation, training material,
- d) designs, graphics, trademarks, and branding,
- e) APIs, integrations, data models, and databases,
- f) updates, enhancements, modifications, and derivative works,
- g) any tools, modules, or components created by Sprii,

are and remain the exclusive property of Sprii or its licensors.

No intellectual property rights are transferred to the User under these Terms.

14.1 Licence to Use the Service

Sprii grants the User a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Service for the duration of the Subscription and solely for the User's internal business purposes.

The User may not:

- a) copy, modify, reverse engineer, decompile, or attempt to extract source code,
- b) create derivative works from the Service,
- c) circumvent technical protections, usage limits, or billing structures,
- d) resell, lease, sublicense, or provide the Service to third parties,
- e) use the Service to build a competing product.

Any unauthorised use automatically terminates the licence.

14.2 User Content

The User retains all rights to materials they upload or provide to the Service ("User Content"), including product data, images, videos, campaign material, trademarks, and other assets.

The User grants Sprii a non-exclusive, royalty-free licence to:

- a) store, process, display, transmit, and use User Content

- b) as needed to operate the Service, perform integrations, and deliver support.

Sprii does not claim ownership of User Content.

14.2.1 Licence for Service Delivery

The User grants Sprii a limited, non-exclusive, royalty-free, worldwide licence to use the User Content solely for the following purposes:

- a) providing, operating, and improving the Service, including displaying campaigns, processing transactions, generating product feeds, and enabling all related functionalities;
- b) performing support, maintenance, testing, analytics, and integrations required to deliver the Service;
- c) generating anonymised and aggregated usage statistics for Sprii's internal business purposes, provided that such data cannot be used to identify the User.

This licence is strictly limited to what is necessary to operate the Service and does not permit Sprii to use the User's branding for public marketing or advertising without separate written permission.

14.3 Feedback and Suggestions

If the User provides feedback, ideas, or suggestions relating to the Service ("Feedback"), Sprii may freely:

- a) use, modify, implement, and incorporate the Feedback,
- b) without restriction, attribution, or compensation to the User.

The User waives any claim to rights in improvements resulting from such Feedback.

14.4 Third-Party Access

Sprii may permit its sub processors, hosting providers, technical partners, and other service providers to access and use the User's intellectual property solely as necessary for Sprii to operate, maintain, support, and improve the Platform on Sprii's behalf.

Sprii will ensure that such third parties are bound by confidentiality and contractual obligations consistent with Sprii's own obligations under these Terms.

Sprii will not otherwise sell, share, sublicense, disclose, or make the User's intellectual property available to any third party without the User's prior written consent, unless required by law.

14.5 Third-Party Rights

The User is responsible for ensuring they have all necessary rights, permissions, and licences for any content, data, materials, or trademarks they upload or use within the Service.

Sprii is not responsible for any infringement resulting from User Content or User-provided integrations.

14.6 Protection of Sprii's IP

The User must not:

- a) remove or obscure proprietary notices,
- b) use Sprii's trademarks or branding without prior written approval,
- c) claim any rights to Sprii's intellectual property,
- d) register or attempt to register any marks or domains similar to Sprii's.

Sprii may take legal action to enforce its intellectual property rights if necessary.

14.7 Survival

The intellectual property provisions in this section survive termination of the Subscription.

14.8 Marketing and References

The User grants Sprii a non-exclusive, royalty-free, worldwide licence to use the User's name, trademarks, and logos solely for the purpose of identifying the User as a customer of Sprii, including in:

- a) reference lists,
- b) case studies,
- c) sales presentations,
- d) investor materials,
- e) website customer listings,
- f) pitch decks,
- g) and other similar corporate or promotional contexts.

Any use beyond simple customer identification, including public testimonials, quotes, co-marketing activities, or detailed case studies, requires the User's prior written consent.

The User may withdraw the reference permission at any time by providing written notice to Sprii, after which Sprii will cease using the User's marks in future materials (but may continue using already-printed or published materials where removal is impractical).

14.9 Restrictions on Use

Sprii will not sell, license, distribute, or otherwise commercially exploit the User's intellectual property for any purpose other than:

- a) providing and operating the Sprii Platform as described in these Terms, and
- b) the limited marketing and reference use permitted under Clause "14.8 Marketing and References".

All licences granted by the User under this Section are revocable and will automatically terminate when the User's Subscription ends, except to the extent that continued use is:

- c) required for Sprii to comply with legal obligations,
- d) necessary to resolve disputes or enforce agreements, or
- e) related to the retention and use of anonymised or aggregated data that cannot identify the User.

Sprii will not use or retain the User's trademarks, logos, or non-anonymised content for any commercial purpose after termination.

15 Sprii Rights

15.1 Right to Update and Improve the Service

Sprii may update, modify, enhance, or otherwise change the Service at any time, including adding, removing, or altering features, interfaces, integrations, technical components, or performance elements.

Sprii will ensure that such changes do not materially reduce the core functionality of the Service.

Where a change materially affects the User's use of the Service, Sprii will provide reasonable advance notice.

15.2 Right to Suspend Access

Sprii may temporarily suspend or restrict access to the Service, in whole or in part, without liability, if:

- a) the User breaches these Terms, the DPA, or any applicable law;
- b) unauthorised access, security issues, or suspected fraud is detected;
- c) the User's actions threaten system stability or other customers' use of the Service;
- d) required by a third-party platform (e.g., Meta, Instagram, TikTok), hosting provider, or regulatory body;
- e) invoices remain unpaid 60 days after the due date, in accordance with Section 10.

Sprii will restore access once the underlying issue is resolved.

15.3 Right to Remove or Disable Content

Sprii may remove, disable, or restrict access to User Content if:

- a) it violates these Terms, applicable law, or third-party platform rules;
- b) it infringes intellectual property or privacy rights;
- c) it disrupts the operation of the Service or other users' experience;
- d) Sprii receives a legally valid takedown request.

Sprii is not obligated to review or monitor User Content but may act where necessary.

15.4 Right to Manage System Integrity

Sprii may take any measures reasonably necessary to:

- a) maintain security and system integrity,
- b) prevent abuse, fraud, or unauthorised access,
- c) protect other users and the Service,
- d) ensure compliance with third-party technical requirements,
- e) maintain platform stability and performance.

This includes throttling excessive usage, rate-limiting requests, or blocking harmful activity.

15.5 Right to Introduce New Features or Paid Add-Ons

Sprii may introduce new features, modules, or services that:

- a) are included as part of the existing Subscription, or
- b) require a separate fee or upgrade, provided the User is informed in advance.

The User has no obligation to purchase optional add-ons.

15.6 Right to Discontinue Legacy Features

To ensure platform stability, Sprii may discontinue outdated or legacy features, provided that:

- a) such discontinuation does not materially impair the core service, and
- b) reasonable notice is given when feasible.

15.7 Right to Use Anonymised Data

Sprii may collect and use anonymised or aggregated data derived from the User's use of the Service for:

- a) Platform performance analysis,
- b) service improvement,
- c) analytics,
- d) troubleshooting,
- e) benchmarking, and
- f) product development.

This data will not identify the User or their end customers.

15.8 Reservation of Rights

Except for the limited rights expressly granted to the User under these Terms, Sprii reserves all rights, title, and interest in and to the Service and all related intellectual property.

16 Your Right to Terminate in Case of Material Adverse Change

16.1 Right to Terminate for Material Adverse Change

Sprii may update, modify, enhance, or discontinue parts of the Service, including features, integrations, or technical components.

However, if Sprii makes a change that results in a Material Adverse Change, the User has the right to terminate the Subscription without penalty.

A Material Adverse Change means a modification that:

- a) materially reduces the core functionality of the Service, or
- b) significantly limits the User's ability to use the Service for its intended purpose, or
- c) materially reduces the overall value of the Service to the User.

16.2 How to Exercise the Right

To exercise this right, the User must notify Sprii in writing within 30 days of receiving notice of the Material Adverse Change.

Upon valid termination under this clause, Sprii will refund the User on a pro rata basis for any prepaid Service fees covering the period after termination takes effect.

16.3 Changes That Are Not Material Adverse Changes

The following changes do not constitute a Material Adverse Change:

- a) modifications to beta, experimental, or test features the User has chosen to access,
- b) updates or changes required to comply with third-party platform rules (e.g., Meta, Instagram, TikTok) or legal requirements,
- c) minor functional adjustments or interface changes that do not materially affect use of the core Service,
- d) removal of legacy or deprecated functionality where Sprii provides reasonable notice.

16.4 Notice Requirement

Sprii will provide at least 30 days' advance written notice of any Material Adverse Change, unless urgent legal, regulatory, or operational reasons prevent this.

Notice will be provided via:

- a) the User's registered email address, or
- b) notification inside the Sprii Platform.

17 Mutual Indemnification

17.1 Indemnification by Each Party

Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (the "Indemnified Party"), including its affiliates, officers, directors, employees, agents, and licensors, from and against any third-party claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) to the extent arising from:

- a) a breach by the Indemnifying Party of these Terms or applicable law;
- b) negligence or wilful misconduct of the Indemnifying Party;
- c) infringement of intellectual property rights caused by the Indemnifying Party's content, data, materials, or actions.

17.2 Service IP Indemnity

In addition to the above, Sprii will defend the User against any third-party claim that the Service, as provided by Sprii and used in accordance with these Terms, infringes that third party's intellectual property rights, and will indemnify the User against amounts finally awarded against it or agreed in settlement of such a claim. If such a claim arises or is likely, Sprii may, at its option and expense, modify or replace the affected part of the Service, procure the right for the User to continue using it, or, if none of these is reasonably available, terminate the affected Service and refund any prepaid fees for the unused period. This indemnity does not apply to claims arising from User Content, User-provided integrations, use of the Service in breach of these Terms, or combination of the Service with items not provided or approved by Sprii.

17.3 Exclusions from Indemnity

The Indemnifying Party shall have no obligation to indemnify the Indemnified Party for any claim to the extent such claim arises from:

- a) the Indemnified Party's own breach of these Terms,

- b) modifications to the Service not made or authorised by Sprii,
- c) combination of the Service with third-party products or services not provided or approved by Sprii,
- d) use of the Service in violation of the Terms, the DPA, or applicable law.
- e) The indemnity also does not apply to:
- f) indirect, incidental, special, punitive, or consequential damages,
- g) loss of profits, revenue, goodwill, or business opportunities,
- h) force majeure events or circumstances beyond reasonable control.

17.4 Indemnification Procedure

To receive indemnification, the Indemnified Party must:

- a) promptly notify the Indemnifying Party of the claim,
- b) provide reasonable cooperation in the defence,
- c) allow the Indemnifying Party to control the defence and settlement of the claim,
- d) not settle any claim without the Indemnifying Party's written consent (not to be unreasonably withheld).

The Indemnifying Party may not settle a claim in a manner that imposes liability or obligations on the Indemnified Party without its prior written approval.

17.5 Liability Cap for Indemnification

Except where prohibited by law, the Indemnifying Party's total aggregate liability under this Section shall not exceed the greater of:

- a) the total Subscription Fees and Transaction Fees paid by the Indemnified Party to the Indemnifying Party during the twelve (12) months preceding the event giving rise to the claim; or
- b) EUR 20000.

17.6 Exceptions to Liability Cap

The liability cap in Section 17.5 does not apply to:

- a) liability arising from wilful misconduct or gross negligence,
- b) infringement of intellectual property rights caused by the Indemnifying Party.

18 Warranty Disclaimer and Service Levels

18.1 Service Provided "As Is"

The Service is provided "as is" and "as available", without warranties of any kind, whether express, implied, statutory, or otherwise.

Sprii expressly disclaims all implied warranties, including:

- a) merchantability,
- b) fitness for a particular purpose,
- c) non-infringement,
- d) accuracy,
- e) reliability,

- f) availability.

Sprii does not warrant that:

- g) the Service will be uninterrupted, error-free, or secure;
- h) defects will be corrected;
- i) the Service will be free of viruses or harmful components;
- j) the Service will meet the User's expectations or performance requirements.

Use of the Service is at the User's own risk.

18.2 Supported Browsers

The Sprii Platform is designed for modern browsers, including:

- a) Google Chrome
- b) Safari
- c) Microsoft Edge
- d) Mozilla Firefox

Sprii uses commercially reasonable efforts to support the current release and at least one prior major version of these browsers.

Sprii does not guarantee correct functionality on:

- a) outdated versions,
- b) unsupported browsers,
- c) modified or non-standard browser environments.

The User is responsible for keeping their browser reasonably up to date.

18.3 Service Availability Targets (Non-Binding)

Sprii aims to provide a high level of availability and performance.

Sprii's non-binding, commercially reasonable target is 99.5% uptime per calendar month, excluding:

- a) planned maintenance,
- b) emergency maintenance,
- c) force majeure events,
- d) outages caused by third-party platforms or providers,
- e) downtime related to the User's systems, devices, or connectivity.

These availability levels are targets only, not guarantees.

18.4 Maintenance Windows

Planned maintenance may occur from time to time. Sprii will use reasonable efforts to schedule maintenance outside peak hours (00:00 to 06:00 CET) and provide 5 day advance notice when practicable.

Emergency maintenance may be carried out without notice if required to maintain service integrity or security.

18.5 Support Requests

Users may submit support requests via the support channels described on Sprii's website or within the Platform.

Sprii will use commercially reasonable efforts to review and respond to support requests but does not guarantee response or resolution times unless explicitly agreed in writing.

18.6 SLA Exclusions

The service levels and availability targets in this section do not apply to issues caused by:

- a) third-party services, systems, APIs, or platforms outside Sprii's control,
- b) the User's internet connection, hardware, or software,
- c) unauthorized modifications or misuse of the Service,
- d) beta features, trial features, or test environments,
- e) events described in the Force Majeure section.

18.7 No Service Credits or Remedies

This section describes targets, not a guaranteed Service Level Agreement (SLA).

No credits, refunds, damages, or other remedies are due for failure to meet the availability or support targets described here.

19 Limitation of Liability

19.1 No Liability for Third-Party Services

The Service may integrate with third-party platforms, systems, and services, including social media platforms (e.g., Meta, Instagram, Facebook, TikTok), webshops, payment providers, shipping providers, and other external tools.

Sprii does not control these third-party services and is not responsible for:

- a) their availability, performance, or functionality;
- b) changes to APIs or platform rules;
- c) third-party data processing practices;
- d) downtime, interruptions, or errors caused by such services.

The User's use of third-party services is governed by those providers' own terms.

19.2 Availability, Security, and Integrations

Sprii uses commercially reasonable measures to maintain service availability and security, but does not guarantee uninterrupted operation or absolute security.

Sprii is not liable for:

- a) service interruptions, delays, or data loss;
- b) unauthorized access, breaches, or security incidents;
- c) issues caused by the User's systems, configuration, or connectivity.

For integrations:

- d) Sprii-controlled integrations: Sprii is responsible for ensuring compatibility with the Service.
- e) External third-party integrations: Sprii is not responsible for changes, failures, or limitations caused by external systems or providers.

Data security obligations are further described in the DPA. In case of conflict, the DPA prevails only with respect to the parties' data protection obligations. All limitations of liability in these Terms remain applicable.

19.3 Exclusion of Indirect and Consequential Damages

To the fullest extent permitted by law, Sprii shall not be liable for any indirect, incidental, punitive, special, or consequential damages, including but not limited to:

- a) loss of profits,
- b) loss of revenue,
- c) loss of business opportunities,
- d) loss of data,
- e) business interruption,
- f) reputational harm,

whether based on contract, tort, or any other legal theory, even if Sprii has been advised of the possibility of such damages.

This exclusion shall not apply in cases of wilful misconduct or gross negligence.

19.4 Limitation of Direct Liability

Except where liability cannot be limited under applicable law, Sprii's total aggregate liability arising out of or relating to these Terms shall not exceed the greater of:

- a) the total Subscription Fees and Transaction Fees paid by the User in the twelve (12) months preceding the event giving rise to the claim; or
- b) EUR 20,000.

This limitation applies to all claims, whether in contract, tort, indemnity, negligence, strict liability, or otherwise.

19.5 Exceptions to the Liability Cap

The liability cap does not apply to:

- a) wilful misconduct or gross negligence,
- b) liability that cannot legally be limited,
- c) death or personal injury caused by a party's negligence,
- d) Sprii's indemnity for infringement of intellectual property by the Service.

19.6 Data Protection and Confidentiality Cap

Notwithstanding any other cap in these Terms, each party's total aggregate liability for claims arising from breach of its data protection obligations (including under the DPA) or breach of confidentiality shall not exceed the greater of: (a) three (3) times the total Subscription Fees and Transaction Fees paid in the twelve (12) months preceding the event giving rise to the claim; or (b) the equivalent of DKK 1,000,000. This cap does not apply to liability that cannot legally be limited, or to wilful misconduct or gross negligence.

20 Miscellaneous

20.1 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms to the extent caused by circumstances beyond its reasonable control, including but not limited to

acts of God, natural disasters, epidemics, war, terrorism, governmental actions, labour disputes, power outages, failures of internet or telecommunications networks, or interruptions of hosting or cloud service providers.

20.2 Assignment

The User may not assign or transfer any rights or obligations under these Terms without Sprii's prior written consent, and any attempted assignment without such consent is void.

Sprii may assign or transfer its rights and obligations under these Terms, in whole or in part, to an affiliate or a third party, provided that the User is notified.

20.3 Independent Contractors

Sprii and the User are independent contractors. Nothing in these Terms shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties.

20.4 Successors and Assigns

These Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

20.5 Authority to Bind

Each person accepting these Terms on behalf of an organisation represents that they are authorised to bind that organisation, and the organisation is bound by these Terms accordingly.

20.6 Entire Agreement

These Terms, together with any applicable Contract, Annex, and the DPA, constitute the entire agreement between the parties regarding the Service and supersede all prior discussions, representations, or agreements on that subject. Neither party has relied on any statement not set out in these Terms, save that nothing in this clause limits liability for fraud or fraudulent misrepresentation.

20.7 No Waiver

A failure or delay by either party in exercising any right under these Terms does not waive that right, and no single or partial exercise of any right prevents its further exercise.

20.8 Order of Precedence

In the event of conflict, the following order of precedence applies: (1) an applicable Contract; (2) these Terms; (3) Annex 1 (Billing Rules and Fee Calculation); and (4) the DPA, which prevails only with respect to the parties' data protection obligations.

20.9 Anti-Bribery, Sanctions and Export Compliance

Each party shall comply with all applicable anti-bribery, anti-corruption, sanctions, and export-control laws, and shall not engage in any activity that would cause the other party to breach such laws in connection with the Service.

21 Complaints

If the User wishes to submit a complaint regarding the Service, billing, or any other matter under these Terms, the User may do so by contacting Sprii at support@sprii.io. Sprii will review the complaint and respond within a reasonable time.

22 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

Where necessary, the invalid or unenforceable provision shall be deemed modified so as to best reflect the original intent of the parties while remaining enforceable.

23 Changes to These Terms

Sprii may update or amend these Terms from time to time to reflect changes in the Service, legal requirements, or business practices. Updated Terms will be published on our website and, where the changes are material, Sprii will provide at least 30 days' prior notice by email or within the Sprii Platform.

Continued use of the Service after the updated Terms take effect constitutes acceptance of the revised Terms.

If you do not agree to the updated Terms, you must stop using the Service before the changes become effective.

If an update constitutes a Material Adverse Change, you may exercise your right to terminate the Subscription without penalty in accordance with the section 16 "Your Right to Terminate in Case of Material Adverse Change"

24 Governing Law and Jurisdiction

These Terms shall be governed by and interpreted in accordance with the laws of Denmark, without regard to its conflict-of-law principles.

Any dispute arising out of or in connection with these Terms, the Service, or the parties' relationship shall be submitted to the exclusive jurisdiction of the courts of Aarhus, Denmark.

If required by mandatory consumer protection rules (where applicable), the User may have the right to bring claims in their local jurisdiction.

25 Notices

All notices under these Terms must be provided in writing.

25.1 Notices from Sprii to the User

Sprii may deliver notices to the User by:

- a) email to the primary email address registered in the User's Account, or
- b) in-product notifications or alerts inside the Sprii Platform.

Notices sent by email shall be deemed received when transmitted, unless Sprii receives a delivery failure notification.

25.2 Notices from the User to Sprii

The User must send all notices regarding these Terms, including termination notices, disputes, or legal communications, to:

support@sprii.io

Notices are deemed received when acknowledged by Sprii or, if no acknowledgement is provided, within two (2) business days of transmission

Annex 1 - Billing Rules and Fee Calculation

This Annex forms an integral part of the Sprii General Terms and Conditions. It describes how fees are calculated for transaction-based and usage-based pricing models.

1 Revenue Calculation for Transaction Fees

1.1 General Rule - Revenue Includes VAT

For the purposes of calculating transaction fees, Revenue is always based on the full price paid or reserved by the end customer, including VAT and any applicable taxes, unless explicitly stated otherwise by Contract.

1.2 Sprii Hosted Checkout with Payment Integration

Revenue equals the actual paid amount received from the customer.

1.3 Sprii Checkout Without Payment Integration

If Sprii checkout is used without a payment integration, Revenue is based on the value of the basket (including VAT) at the point where the customer reaches the final payment window, meaning the customer has:

- a) viewed the basket,
- b) entered personal details,
- c) accepted the terms of trade.

1.4 Webshop Integration Using Webshop Checkout

Transaction fees are based on the actual paid amount including VAT, but never more than the amount originally reserved through Sprii.

If additional products are added during webshop checkout, no fee is charged on the additional amount beyond the original reservation.

If products are removed and replaced with other products during checkout, Sprii may apply transaction fees to the new products, as the sale was initiated via Sprii. However, the total transaction fee will never be calculated on an amount exceeding the value originally reserved through Sprii.

1.5 Webshop Integrations Without Payment Confirmation Support

If a webshop integration does not support confirming the final paid amount to Sprii, Revenue will be estimated.

Revenue is estimated by reducing total reserved basket value (including VAT) by 25% for all consumers who:

- a) received a checkout link, and
- b) clicked the link.

Transaction fees are calculated based on this estimated Revenue.

1.6 Returns

Transaction fees are non-refundable, including cases where:

- a) the end customer cancels,
- b) fails to pay, or
- c) returns goods.

Transaction fees apply to the initial sale event only.

1.7 Shipping

Shipping costs may be included in the Revenue basis for transaction fee calculation in the following cases:

- a) Sprii Hosted Checkout is used, or
- b) the webshop integration does not transmit product-level completion data, resulting in checkout values lower than the Sprii reservation.

2 Lead Fees

Lead fees apply when the Subscription Plan includes lead-based pricing. A lead is generated when an End Consumer submits a comment or interaction that triggers a product reservation or request, and Sprii responds through an automated or manual message flow. Lead fees are calculated per unique consumer who triggers such a reservation request and receives one or more messages, notifications, or links from the Sprii Platform. The applicable unit prices for lead fees are stated in the User's Subscription overview within the Platform or in the Contract, as applicable.

3 Mixed Campaigns (Checkout + Lead Products)

The following rules apply to campaigns containing both checkout and lead products:

- d) Orders containing only checkout products will trigger a fee as described in section 1 .
- e) Orders with only lead products will trigger a fee as described in section 2.
- f) Mixed orders:
 - i) If order is completed, then only checkout fees apply as described in section 1.
 - ii) If order is not completed, then then only lead fees apply as described I section 2

4 Gamification Transaction Fees

Gamification transaction fees apply when the Subscription Plan includes gamification-based pricing and apply when an End Consumer participates in a gamification event offered through the Sprii Platform.

Fees are charged per participating consumer per gamification event.

The applicable prices are shown in the User's Subscription overview or in the Contract, as applicable.

5 Usage-Based Fees

Usage fees apply where the Subscription Plan includes limits on:

5.1 Streaming Hours (Sprii Hosted streaming service)

Usage is measured as the total number of recorded streaming hours used per month.

If the included hours are exceeded, overage fees apply according to the User's Subscription Plan or Contract.

Included allowance is 15 streaming hours per month per Account. Additional streaming hours may be agreed on a case-by-case basis.

5.2 Viewing Hours (Onsite Video Player)

"Viewing Hours" means the total consumption of video content delivered through the Sprii Onsite video player and is calculated as:

number of viewers × total viewing time

If the Account exceeds the Viewing Hour limits included in its Subscription Plan, Sprii may apply overage fees at the rates specified in the Subscription Plan or Contract.

Included allowance is 5,000 viewing hours per month per Account. Viewing hours in excess of the included allowance are charged at EUR 100 per additional 1,000-hour block, with part-blocks rounded up to the nearest full block.