

# Terms and Conditions for ConMedia ApS

## 1. Application

- 1.1 These general terms and conditions ("the Terms") apply to all agreements concerning ConMedia ApS, CVR number 39027615 (the "Company"), for the sale and delivery of services and products (the "Product") to business customers.

## 2. Basis of the Agreement

- 2.1 The Terms, together with the Company's Sales Contract, any appendices to the Sales Contract, and order confirmations, constitute the complete contractual basis for the Company's sale of the Product to the Customer (the "Contractual Basis"). The Customer's purchasing terms printed on orders or otherwise communicated to the Company do not form part of the Contractual Basis.
- 2.2 Amendments to and supplements to the Contractual Basis are only valid if agreed by the Parties in writing.

## 3. Formation of the Agreement

- 3.1 The Company's offers are valid for 10 days from the date stated on the offer, unless otherwise specified in the offer. Acceptance of an offer received by the Company after expiry of the acceptance period is not binding on the Company unless the Company notifies the Customer otherwise.
- 3.2 Acceptance must take place by signing the Sales Contract or by an unequivocal declaration via email.
- 3.3 The Customer must submit orders for the Product to the Company in writing.
- 3.4 The Company endeavors to send a written confirmation or rejection of an order for the Product to the Customer no later than one working day after receipt of the order. Confirmations and rejections of orders must be in writing to be binding on the Company.
- 3.5 The Customer may not amend a submitted order for the Product without the Company's written consent
- 3.6 Upon acceptance of the offer, the Customer undertakes to grant the Company access to the Customer's Facebook page and to provide and continuously inform the Company of the Customer's name, address, CVR number, and contact details.

- 3.7 Upon acceptance of an offer, the Customer grants the Company the right to use the Customer's information for sales and marketing purposes.

## 4. The Product

- 4.1 The Product is defined in the Sales Contract signed/accepted by the Customer and any written appendices thereto.
- 4.2 The Company reserves the right to make ongoing adjustments/changes to individual modules on the Facebook page and to the Product for operational reasons, etc.
- 4.3 This also means that there may be elements on social media that are deliberately excluded from the services.

## 5. Delivery

- 5.1 The Company delivers the Product no later than the time stated in the Company's order confirmation. The Company is entitled to deliver prior to the agreed delivery time unless otherwise agreed by the Parties.
- 5.2 The Product is deemed delivered when a link (image of the draft) has been sent to the Customer's email.
- 5.3 The Customer must examine all Products upon delivery. If the Customer discovers an error or defect which the Customer wishes to invoke, it must be notified to the Company in writing without delay. If an error or defect which the Customer has discovered or ought to have discovered is not notified to the Company in writing without delay, it cannot later be invoked
- 5.4 If the Company is unable to deliver the Product in accordance with clause 5.1 due to circumstances attributable to the Customer, the Company shall be free from liability for any delays in delivery and publication on the Customer's Facebook page, cf. clause 6.

## 6. Marketing Strategy

- 6.1 The Company optimizes the Customer's Facebook page using the material provided by the Customer so that the Customer's Facebook page at all times appears inviting and professional.
- 6.2 The Company will continuously and on its own initiative present input, new ideas, and inspirational material to the Customer. The Company continuously encourages the

Customer to make use of the Company's Product, which may be used without limitation during the term of the agreement.

- 6.3 In connection with acceptance/signing of the Sales Contract, the Customer accepts that the Company has the right of decision regarding when prepared material is published on the Customer's Facebook page.
- 6.4 The Company does not guarantee, but endeavors, to publish submitted material, including material for graphic solutions, small films, and texts, on the Customer's Facebook page on the same day the material is submitted and no later than within 48 working hours, unless the Company deems this inappropriate.
- 6.5 If publication within 48 hours is deemed inappropriate, the Company shall notify the Customer thereof without undue delay, stating the reasons.
- 6.6 If delivery of a draft, cf. clause 6.4, does not take place no later than 48 hours calculated from the Customer's submission of the material, this shall not be regarded as a breach of contract.

## **7. Offentliggørelse af Produktet**

- 7.1 The Customer acknowledges that a Product published on the Customer's Facebook page has been approved by the Customer prior to publication, and the Customer is therefore solely responsible for it. Consequently, upon the Customer's approval of the Product, the Company disclaims all liability in relation to the Product.
- 7.2 Upon receipt of a draft – image of the Product, cf. clause 5.2 – the Customer is obliged, without undue delay, to notify the Company of any changes to the Product.
- 7.3 The Company endeavors to always grant the Customer a response time of at least 4 hours calculated from the submission of the draft of the Product, cf. clause 5.2, unless the task concerns special and/or urgent assignments which, for marketing strategy reasons, must be published immediately. This shall be agreed between the Parties on a case-by-case basis.

## **8. Termination**

- 8.1 The Sales Contract may be terminated by the Customer with the notice period stated in the Sales Contract.
- 8.2 The Company may terminate the Sales Contract at any time with one month's running notice. If the Company terminates the Sales Contract

without the Customer having given cause thereto, the Customer shall be entitled to a refund corresponding to the difference between the delivered part of the Product and the undelivered part of the Product for which the Customer has prepaid.

## **9. Breach of the Sales Contract**

- 9.1 In the event of breach, the Customer shall be liable for damages to the Company in accordance with the general principles of Danish law.
- 9.2 In the event of the Customer's material breach, the Company reserves the right to terminate the Sales Contract.
- 9.3 If the Company terminates the Sales Contract due to the Customer's material breach, the Company reserves the right to immediately shut down all ongoing work.
- 9.4 If the Company's Product suffers from a defect, including due to delayed delivery, the Company reserves the right to remedy the defect within a reasonable time. If the Company remedies the defect, the Customer may not invoke the defect as grounds for termination/cancellation of the Sales Contract or for damages.

## **10. Payment Terms**

- 10.1 The Company invoices Customers with a subscription monthly at the end of the month.
- 10.2 Payment terms are net 8 days from the date of issue of the invoice, unless otherwise agreed by the Parties in writing
- 10.3 If the Customer fails to pay an invoice on time for reasons for which the Company is not responsible, the Company is entitled to interest on the overdue amount at 2% per month from the due date until payment is made.
- 10.4 The Customer should expect to be charged reminder fees and compensation fees in the event of late payment.

## **11. Liability**

- 11.1 Each Party is only liable for its own acts and omissions under applicable law, subject to the limitations set out in the Contractual Basis.
- 11.2 The Company is liable for product liability in respect of delivered products to the extent such liability follows from mandatory legislation. The Customer shall indemnify the Company to the extent the Company may incur product liability beyond this.

- 11.3 Notwithstanding any contrary terms in the Contractual Basis, the Company's total liability to the Customer per calendar year may not exceed 25% of the net sales of Products invoiced by the Company to the Customer in the immediately preceding calendar year. This limitation of liability does not apply if the Company has acted with intent or gross negligence.
- 11.4 Notwithstanding any contrary terms in the Contractual Basis, the Company shall not be liable to the Customer for indirect losses, including loss of production, sales, profit, time, or goodwill, unless caused by intent or gross negligence.
- 11.5 The Company is not liable to the Customer in relation to damage or consequential damage caused by errors and defects in the CMS system.
- 11.6 The Company is not liable for delivered Products' infringement of third-party intellectual property rights unless the infringement is caused intentionally. To the extent the Company is met with claims regarding delivered Products' infringement of third-party intellectual property rights, the Customer shall indemnify the Company unless the infringement is caused intentionally by the Company.
- 11.7 Notwithstanding any contrary terms in the Contractual Basis, the Company is not liable to the Customer for failure to fulfill obligations due to force majeure. The exemption from liability applies for as long as the force majeure situation persists. Force majeure means circumstances beyond the Company's control which the Company could not reasonably have foreseen at the time of entering into the agreement. Examples of force majeure include extraordinary natural events, hacking, cybercrime, system failures, war, terrorism, fire, flooding, vandalism, and labor disputes.
- 11.8 It is the Customer's responsibility to maintain a backup of submitted material. Accordingly, the Company cannot be held liable for loss, damage, etc. to the Customer's material.

## **12. Confidentiality**

- 12.1 The Parties may not disclose, use, or enable others to use the Company's trade secrets or other information relating to the Sales Contract, of whatever nature, which is not publicly available.
- 12.2 The Customer may not improperly obtain or attempt to obtain knowledge of or control over the Company's confidential information as described in clause 12.1. The Customer must handle and store the information responsibly to prevent it from unintentionally becoming known to others.
- 12.3 The Parties' obligations under clauses 12.1–12.2 apply during the Parties' cooperation and without time limitation after termination of the cooperation, regardless of the reason for termination

## **13. Governing Law and Venue**

- 13.1 The Parties' cooperation is in all respects governed by Danish law.
- 13.2 Any dispute arising in connection with the Parties' cooperation shall be decided by the Court in Randers as the court of first instance.