



Terms of Service

December 2025

The terms set out in this document constitute the framework for the rights and obligations of each party during the period in which a customer-supplier relationship is in effect.

Definitions

In addition to any definitions set out elsewhere in the Agreement, defined terms shall have the meaning set out below:

"Agreement" means the Purchase Order, these General Terms and the appended data processing agreement (if applicable) as well as any Customer-specific supplementary agreement

"Annual Fees" means the annual fees for the applicable Service Plan payable throughout the Subscription Term.

"Authorised Users" means the users or groups of users authorised by Fairec to make use of the Customer's Services as set out in Purchase Order.

"Authenticated Users" means those Authorised Users who require a personal login to the Services.

"Clause" means the clauses of these General Terms.

"Customer" means the legal entity specified as such in the Purchase Order.

"Deliverables" means any applications, widgets, extensions or other software and Updates thereto delivered by Fairec as part of the Services

"Fees" means the annual or monthly fees for applicable Service Plan payable throughout the Subscription term.

"General Terms" means these Fairec's Terms of Service.

"Monthly Fees" means the monthly fees for the applicable Service Plan payable throughout the Subscription Term.

"Parties" mean Customer and Fairec collectively.

"Party" means either of Customer or Fairec.

"Purchase Order" means the purchase order sent to the Customer by Fairec based on the order made by the Customer to Fairec.

"Fairec" means Fairec ApS.

"Fairec Platform" means the HR tool provided as part of the Services which depending on the Service Plan grants access to recruitment tools and Service Plan upgrades.

"Services" means the Fairec Platform included in the Service Plan, including Fairec Platform, Support, maintenance, and underlying server infrastructure services provided by Fairec in accordance with these General Terms.

"Service Plan" means the Fairec service plan and the features and services included therein which the Customer subscribes for as set out in the Purchase Order.

“Subscription Term” means the period in which Fairec is obliged to deliver Services to Customer. **“Support”** means the software support operated and made available by Fairec as further described in Clause 1.7 and set out in the Purchase Order.

“Update” means software or patches, fixes, and/or enhancements to the software (including Deliverables) created and released by Fairec as part of the Services.

1 Services

1.1 Use of the Services

1.1.1 Fairec grants Customer a non-transferable and non-exclusive right to use the Services subject to the terms and conditions set out in the Agreement and Customer's payment of all applicable Fees under the Agreement.

1.1.2 Customer may only use the Services for the Customer's business purposes in accordance with these General Terms (including Clause 1.4). The Customer may not decompile, modify, reverse engineer, or create derivative works of the Services.

1.1.3 Customer agrees not to transfer, sublicense, lease, lend, or in any other way make available the Services in whole or in part to a third party.

1.2 Licensing of Third-Party Software

1.2.1 The Services are partially comprised of certain open-source software components, which are subject to the terms and conditions of the respective open-source license agreements.

1.3 Scope of Services

1.3.1 The Services include access to the Fairec Platform consistent with the Service Plan subscribed for by the Customer, as set out in the Purchase Order.

1.3.2 Customer may upgrade the Service Plan. A new Purchase Order will be sent to the Customer upon confirmation. If upgraded to the subscription Service Plan, the corresponding changes to the Monthly Fee or Annual Fee shall accrue from the date thereof.

1.3.3 Customer accepts that Fairec makes Updates. Fairec shall inform Customer of major Updates. Fairec is not obligated to provide or procure any Updates, except such Updates necessary to keep the Services in an operational state.

1.4 Users

1.4.1 Customer is obliged to control and limit which users have access to the Services so as to ensure that only Authorised Users can make use of the Services. If the Customer has more than one Fairec Service Plan, Customer is solely responsible for ensuring which users have access to the relevant Services and thus the Customer data.

1.4.2 Each individual Authenticated User will upon request be provided with an authentication for the Services only to be used by that individual. Customer is responsible for the users' authentications and all activity carried out in relation to its Authenticated Users' accounts. Customer and its Authenticated Users must keep authentications confidential, and Customer undertakes to immediately shut down accounts of Authenticated Users who are no longer Authorised Users. Customer must notify Fairec immediately in case of any possible misuse of authentications or any security incident related to the Services.

1.4.3 If part of the Customer's chosen Service Plan, each individual Authenticated User may inherit such user rights as designated by Customer in the operating environment of Customer when using the Services.

1.5 Access to the Services

1.5.1 To use the Fairec Platform, running the latest version of a common, generally approved operating system is required, i.e. Microsoft Windows, Mac OS, iOS, Linux, and Google Android.

1.5.2 Fairec provides standard integrations for Customer to use the Service. An overview of available integrations can be found on www.fairec.io. If not found on the list, a potential integration project can be discussed if beneficial for the Parties.

1.5.3 The Fairec Platform may be accessed through a web browser. To use the Fairec Platform, running the latest version of a common, generally approved web browser is required.

1.6 Availability

1.6.1 Fairec is obligated to ensure 99.9% service uptime of the Fairec Platform during any calendar month, excluding: (i) scheduled maintenance, of which Fairec shall provide prior notice, and (ii) events beyond Fairec's reasonable control, including but not limited to force majeure events or disruptions caused by any of the subcontractors listed in Clause 2.9.2.

1.7 Support

1.7.1 Fairec shall provide technical support during normal business hours (9:00-17:00 CEST, Monday through Friday, excluding Danish bank holidays). Fairec shall respond to support requests in accordance with the following: (i) Critical issues (i.e., the Platform is inaccessible, or key functionality is materially impaired): response within four (4) business hours; (ii) Non-critical issues (i.e., minor functionality issues, general inquiries): response within twenty-four (24) business hours. The Customer shall provide all relevant information and cooperation reasonably necessary to facilitate the resolution of any issues.

1.7.2 If Customer requires support in addition to that described in 1.7.1, it must be specified in the Services of the Purchase Order or (if applicable) in a separate Service License Agreement.

1.8 Customer Obligations

1.8.1 Customer shall follow all reasonable instructions and recommendations given by Fairec in respect of use of the Services. Customer shall cover any additional costs of Fairec incurred by Customer not fulfilling its obligations.

1.9 Exclusions

1.9.1 Fairec's Services including Support do not cover the following or in the following situations:

- hardware, software, or other components which are not part of the Services;
- errors or problems caused by or contributed to by hardware, software, or other components which are not provided by Fairec;
- errors or problems caused by Customer or an Authorised User not following the instructions and recommendations from Fairec;
- if Customer has rejected the implementation of any Update
- errors or problems caused by third parties not acting on behalf of Fairec; or
- Customer not fulfilling its obligations in this Agreement, including as set out in Clause 1.8.

2 Common Terms

2.1 Price and Payment

- 2.1.1 All fees are specified in the Purchase Order.
- 2.1.2 All fees are exclusive of VAT and other applicable taxes which shall be paid by Customer.
- 2.1.3 If not otherwise agreed in the Purchase Order, Fairec shall be entitled to invoice Customer monthly or annually (depending on the plan) in advance. All invoices issued by Fairec shall be paid within 30 (thirty) days from the date of the invoice.
- 2.1.4 Late payments will incur interest at a rate of 2% (two per cent) per month until payment is received.
- 2.1.5 If not otherwise agreed, the Fees shall remain fixed for the Subscription Term specified in the Purchase Order. Upon renewal, Fairec may adjust Fees by providing Customer with sixty (60) days' written notice prior to the start of the next Subscription Term. No price adjustment shall exceed ten per cent (10%) of the Fees charged for the immediately preceding Subscription Term, unless otherwise agreed. If Customer does not agree with revised fees, the Customer may elect not to renew the Subscription by giving written notice in accordance with the termination provisions of this Agreement. If the Customer does not provide notice of non-renewal, the revised Fees shall apply to the subsequent Subscription Term.

2.2 Confidentiality

- 2.2.1 Each Party shall maintain confidentiality of the other Party's confidential information. In particular, Customer shall keep the terms of this Agreement, any Deliverables, and all other information obtained by the Customer, its employees or advisors in connection with this Agreement confidential.
- 2.2.2 The Customer may provide access to the Agreement to a third-party providing services to Customer, provided such third party to whom the information is disclosed is made aware of the confidentiality obligations under this Agreement and provided the Customer imposes similar confidentiality obligations on such third party. Customer shall be liable for any misappropriation or disclosure of any of the materials set out above by such third party in breach of this Agreement.
- 2.2.3 Upon termination of this Agreement, for whatever reason, the Parties shall immediately return or irrevocably delete all documents or other materials, which have been received from the other Party, except materials that in accordance with statutory requirements must be maintained for archiving purposes. Upon the other Party's request, each Party shall confirm the deletion in a written statement to the other party.
- 2.2.4 Fairec shall not in any way be restricted from using any general and specific knowledge and know-how obtained from Customer.

2.3 Customer data

- 2.3.1 Customer data stored via the Services is the property of Customer.
- 2.3.2 Fairec is entitled to process Customer's data for the purpose of Customer's use of the Services through the Customer's upload to the Fairec Platform. Customer is solely responsible for ensuring which data is made available to Fairec.
- 2.3.3 Each Party shall retain ownership to its own or its licensors' intellectual property rights. Customer shall indemnify and hold Fairec harmless from any claim that Customer data infringes third party intellectual property rights or infringes applicable law.

- 2.3.4 Upon request, Customer is entitled to have Fairec delete Customer's data within thirty (30) days upon written request from Customer.
- 2.3.5 Fairec shall protect any Customer data, including personal data and any data confidential in nature in accordance with Clause 2.2, and if applicable, in accordance with the Data Processing Agreement signed by the Parties.
- 2.3.6 Notwithstanding Clause 2.2.3 and 2.3.4, Fairec shall be entitled to keep anonymised data which have been generated through Customer's use of the Services, unless otherwise specified in a Data Processing Agreement.

2.4 Personal Data

- 2.4.1 Customer must comply with applicable data protection law and shall be considered data controller for any personal data processed under this Agreement.
- 2.4.2 Any processing of personal data carried out by Fairec on behalf of Customer is done pursuant to the Privacy Policy agreed to by the parties in the Agreement, and if applicable, the Data Processing Agreement agreed to by the parties in the Agreement.

2.5 Limitation and Exclusion of Liability

- 2.5.1 Fairec shall not be liable for any of the following losses or damage (whether such losses or damage were foreseeable, known or otherwise):
 - loss of revenue or any other loss of business;
 - loss of actual or anticipated profit;
 - damage or corruption to or loss of data or programmes and any consequences of not having access to data or programmes;
 - loss of goodwill;
 - loss of data;
 - loss of anticipated savings;
 - business interruption;
 - subject to Clauses 1.5-1.7 any loss related to third party claims of whichever nature, including claims related to the delay of implementation or upgrading projects; or
 - any indirect, special, or consequential loss.
- 2.5.2 The total aggregate liability of Fairec in any one calendar year under this Agreement, including by way of tort and indemnity in any form, shall in no event exceed the Monthly Fees paid in the twelve (12) months leading up to such liability event.

2.6 Intellectual Property Rights

- 2.6.1 Any Fairec IP Rights shall remain solely with Fairec.
- 2.6.2 If a third-party claims that Fairec or the Services infringe third party rights, Customer shall immediately inform Fairec in writing and Fairec shall take over the defence of the claim. Fairec shall at its cost have full control of any proceedings arising out of any claim of infringement of third-party rights. Customer shall give Fairec all reasonable assistance in respect of any such proceedings. Customer may not make any admission as to liability and shall not agree to any settlement or compromise any action without the prior written consent of Fairec.
- 2.6.3 Fairec agrees to indemnify Customer against any damages and costs imposed on Customer by a court of competent jurisdiction or any settlement sum approved by Fairec as a result of a claim by a third party that the use by Customer of the Services in accordance with the terms of this Agreement infringes the intellectual property rights of that third party, provided that

such indemnity shall only apply if and to the extent that Customer has not been provided with a work around solution or an alternative license obtained by Fairec from such third party.

- 2.6.4 If Fairec cannot, on commercially reasonable terms, provide a work around or an alternative license, then Fairec can terminate the Agreement with respect to the affected parts of the Services (as relevant). Customer shall refrain from using the affected parts of the Services and Fairec shall not charge further Fees to the affected parts of the Services.
- 2.6.5 The foregoing rights of Customer shall be the sole remedies available to Customer in the event of third-party infringement claims.
- 2.6.6 Fairec shall not be liable for indemnifying Customer for any costs or damages if the infringement claim (i) is based on the use of an amendment, change, or modification made to the Services by any person other than Fairec or any supplier to Fairec; (ii) is based on a combination of the Services with other systems not provided by Fairec; (iii) if the Services are not being used in accordance the Agreement; or (iv) if the alleged infringement would have been avoided or otherwise eliminated by the use of an Update which Customer has rejected.
- 2.6.7 If Customer becomes aware of any infringement or potential infringement of Fairec IP Rights, it shall promptly notify Fairec in writing.

2.7 Subscription Term and Termination

- 2.7.1 The Agreement shall commence on the date specified in the Purchase Order and continue for the Subscription Term
- 2.7.2 After the Subscription Term specified in the Purchase Order, the Agreement will automatically renew for successive Subscription Terms based on the Service Plan stated in the Purchase Order:
 - For one-off purchase, no Agreement renewal is applicable
 - For a monthly commitment, the Agreement will renew automatically each month for an additional one (1) month Subscription Term.
 - For an annual commitment, the Agreement will renew automatically each year for an additional one (1) year Subscription Term.

The Customer may terminate the Agreement at the end of any Subscription Term by providing written notice as follows:

- At least one (1) month's notice for monthly commitments.
- At least three (3) months' notice for annual commitments.

Termination will take effect on the last day of the then-current renewal period.

- 2.7.3 After the expiration, the Subscription Term explicitly stated in the Purchase Order, during which the Agreement cannot be terminated (except to the extent explicitly allowed for in the Agreement), Fairec may terminate the Services with effect on the last day of a month by giving three (3) months' written notice.
- 2.7.4 If Customer or Fairec is in material breach of any of its obligations under this Agreement and such breach is not remedied within 30 days after the receipt of a written notice hereof, or if the breach is not curable, the non-breaching party shall without further notice, be entitled to terminate the Agreement with immediate effect.
- 2.7.5 In case of termination of this Agreement, irrespective of the reason therefore, Customer shall immediately cease any use of the Services and be under an obligation to return all material related hereto to Fairec. In case of termination due to Customer's material default, Customer shall not be entitled to receive repayment of any of the payments made under the Agreement.

2.7.6 All obligations of the Parties under Clauses 2.6 and 2.2 shall survive the termination of the license granted under this Agreement in addition to those Clauses that in accordance with their content are of a surviving nature.

2.8 Notifications of Changes

2.8.1 Fairec may change these General Terms as necessary. The current version of these General Terms are available on Fairec's website. Fairec will notify the Customer directly of all material changes in due time (in no event less than one (1) month). If such material changes have material adverse effects for the Customer, the Customer will have thirty (30) calendar days from the notification date to object to the change in writing to Fairec. The objection of the Customer must be well-founded. Such objection will entitle the Customer to terminate this Agreement, without penalties, with effect from the date of the material changes. If required by the Customer, Fairec will provide necessary transition assistance. Absence of any objections from the Customer shall be deemed a consent to the change.

2.8.2 Fairec shall notify Customer regarding developments, which could significantly impede Fairec's current or future ability to provide the Services.

2.9 Use of Sub-contractors

2.9.1 Fairec shall be responsible for its use of any sub-contractors required to deliver the Services specified in the Purchase Order, as if Fairec had performed such services itself.

2.9.2 Entering into this Agreement, Customer authorizes Fairec to appoint sub-contractors to deliver the Services set out in the Agreement. Customer accepts the standard terms of the chosen sub-contractor in effect. The list of sub-contractors is solely comprised of sub-contractors that are required to deliver the Services to Customer. The list comprises:

Name	Description	Location	Website
Amazon Web Services (EU)	Cloud infrastructure	Primary: Ireland, Backup: France	https://aws.amazon.com/
Microsoft Azure OpenAI Services	AI and Machine Learning services	Primary: Western Europe, Backup: Sweden	https://azure.microsoft.com/da-dk/products/ai-services/openai-service
MongoDB, Inc.	Database services	Primary: Ireland, Backup: France	https://www.mongodb.com/

2.9.3 Fairec shall enter into written agreement with each sub-contractor imposing data protection obligations no less protective than those set out in these General Terms.

2.9.4 Fairec may change or add sub-contractors as necessary. Fairec will notify the Customer directly of such changes in due time (in no event less than one (1) month). If such changes have material adverse effects for the Customer, the Customer will have thirty (30) calendar days from the notification date to object to the change in writing to Fairec. The objection of the Customer must be well-founded. Such objection will entitle the Customer to terminate this Agreement, without penalties, with effect from the date of the material changes. If required by the Customer, Fairec will provide necessary transition assistance. Absence of any objections from the Customer shall be deemed a consent to the change.

2.10 Compliance with Law and Policies

2.10.1 Fairec agrees to comply with laws, regulatory requirements, and guidelines applicable to it as a service provider during this Agreement.

2.11 Force Majeure

2.11.1 Neither Party shall be liable for failure or delay in performance of its responsibilities hereunder when such failure or delay is caused by wars, riots, uprisings, general strikes or labour disturbances, fire, flooding, natural disasters, monetary restrictions, trade embargoes, epidemics, transportation delays, interruption or breakdown in energy or internet supplies, compliance with the laws, acts, orders, rules, or regulations of any government body, or any other cause whether or not similar to those specified herein, beyond the reasonable control of the said Party.

2.12 Assignment

2.12.1 Fairec reserves the right to transfer its rights and obligations under this Agreement to another party, provided: (i) that such party is controlling, controlled by, or under common control with Fairec; or (ii) that transfer is made to a third party in connection with a bona fide transfer of all or a part of Fairec's business.

2.12.2 Customer shall not be entitled to assign the Agreement nor any rights or obligations under the Agreement.

2.13 Customer Reference

2.13.1 Fairec shall have the right to use Customer as a reference, e.g. on its website, in press communications, and other marketing material, including case stories, subject to Customer's written consent, not to be unreasonably withheld.

2.14 Governing Law, Venue and Jurisdiction

2.14.1 This Agreement shall be governed and construed in accordance with the laws of Denmark applied without giving effect to the UN Convention on Contracts for the International Sale of Goods and any conflict of law principles.

2.14.2 If the Parties do not succeed in solving a dispute amicably, the dispute shall be settled finally and with binding effect by arbitration in accordance with the Rules of Arbitration Procedure of the Danish Institute of Arbitration.

2.14.3 All members of the arbitration tribunal must be appointed by the Institute.

2.15 Severability

2.15.1 The invalidity or unenforceability of any term or any part of any term of, or any right arising pursuant to, this Agreement shall have no effect to the validity or enforceability of any other terms or rights or the remainder of any such term or right which shall continue in full force and effect except for any such invalid or unenforceable provision or part thereof.

2.16 Entire Agreement

2.16.1 This Agreement constitutes the entire agreement and supersedes any previous agreements between the Parties relating to its subject matter. In the event of a conflict between terms of the Agreement, specific deviations expressly stated in the Purchase Order shall take precedence over these General Terms. In the event of other discrepancies, the following order



of precedence shall apply: The Purchase Order, data processing agreement, any other documents, these General Terms.