

## Speekio Terms of Service

### 1. Terms Of service

1.1. These Terms of Service apply and govern the terms under which you ("Customer") will be permitted to access and/or use any of the services ("Service") provided by Embrace-it ApS ("Provider").

1.2. These Terms of Service apply to the SPEEKIO professional version for business use.

1.3. We recommend that you save a copy of these Terms of Service. A copy of these terms will automatically be sent to the e-mail address you have provided in your personal details pursuant to paragraph 7.2.

1.4. The Provider is:

Embrace-it ApS

Kildehøjvej 12

3460 Birkerød

Denmark

[info@embrace-it.com](mailto:info@embrace-it.com)

VAT. DK36942320

### 2. Acceptance

2.1. In order to access or make use of the Service you must accept these Terms of Service.

2.2. Your user account is strictly personal. Using your user account, you can manage the profiles that you authorise to operate under your account.

2.3. By accepting these Terms of Service you warrant that you will not let any unauthorised third party gain access to your user account, and that you will do your utmost to maintain any passwords and/or other access information confidential.

2.4. Should you lose your access information, become aware of, or come to suspect that any unauthorised third party has gained access to your account information, you should inform the Provider thereof immediately and collaborate with the Provider in order to eliminate any such third party's access to your account.

### 3. the service

3.1. The Service consists of a communication- and HR tool that is provided through your web browser.

3.2. The content and availability of the Service may vary over time. Certain features may not be available in your area or on your digital equipment. The Provider does not warrant that the Service will be provided in your area, even if the technical minimum requirements described in paragraph 4 are fulfilled, and retains the right to refuse to provide the Service at its own discretion. The Provider does not warrant that the Service will be provided for use on your digital equipment.

3.3. The Provider will strive to ensure the highest possible uptime according to the circumstances and will employ commercially reasonable efforts to make and maintain the Service available to its users. The Provider does not guarantee any minimum uptime or any minimum availability. The Provider does not guarantee any backup of your data. The Provider does not guarantee that any of your deleted or otherwise lost data can be restored.

#### 4. Support

4.1 The Provider will provide support as described in this paragraph, hereinafter "Support", during our normal business hours which are Monday to Friday from 8.30 am to 4.30 pm, CET, except Danish holidays, including but not limited to, official holidays and bank holidays, and December 24 and 31, June 5.

4.2 The Customer is obliged to appoint an administrator, hereinafter "Contact person", who will be the Provider's contact person with the Customer. Support will be provided exclusively through such Contact person.

4.3 Support may consist exclusively of technical assistance that is linked directly to the use of the Service. All requests for support should be lodged in writing to the Provider.

4.4 The Provider's sole obligation regarding any request for Support will be to exercise commercially reasonable efforts to assist the Customer in locating and correcting problems or bugs in the Service. Any Support will be provided exclusively through telephone and/or e-mails, at the Provider's exclusive decision.

4.5 The Provider does not warrant that it will be possible to solve problems, fix bugs or provide support, nor that any such activity will be provided within a specific time frame.

4.6 When requesting Support from the Provider, the Contact person should immediately, and in a clear manner, state the Customer's (i) licence number, (ii) the Contact person's name and title within the Customer and (iii) to the best of his knowledge and skills, provide a full and comprehensive description of the problem or bug as well as any other necessary information.

4.7 The Customer should in a loyal manner and to the extent necessary collaborate with the Provider to solve the problem or fix the bug.

#### 5. technical requirements

5.1. Correct access to, and usage of the Service require that your digital equipment fulfils the technical requirements. Digital equipment includes hardware, software as well as any accessory equipment and a functioning internet connection.

5.2. The technical requirements for accessing and using the Service may vary over time. It is your sole responsibility to provide and maintain all digital equipment, including keeping all relevant software updated.

## 6. Your right of use

6.1. By accepting these Terms of Service you acquire a revocable, limited, non-transferable, non-exclusive licence to access and make use of the Service in accordance with these Terms of Service.

6.2. No further transfer of rights than what is explicitly stated in these terms is intended. You acquire no rights against the Provider other than what is explicitly stated in these Terms of Service.

## 7. User account

7.1. In order to make use of the service you are required to sign up and make a user account with the Provider.

7.2. You are required to provide the Provider with correct personal details. You agree to keep these details constantly updated. Your details should as a minimum include your name, address, Central Business Register number (if applicable), telephone number and e-mail address.

7.3. You can use the user account to manage the number of profiles that you wish to give access to operate under your account.

## 8. customers' obligations

8.1. You are solely responsible and liable for all activity conducted through your account, including all activity carried out by any profile authorised to operate under your account. The Provider is under no circumstances responsible or liable for how you make use of the Service; this includes, but is not limited to, the content of your communication under any form through the Service.

8.2. By accepting these Terms of Service you warrant that any use that you will make of the Service will not be in violation of any applicable laws and not in violation of the Provider's, or any third party rights, including but not limited to, intellectual property rights and proprietary rights.

8.3. You warrant that any use made by you will be in accordance with these Terms of Service and that you will not seek to copy the Service, parts of the Service, or in any other way infringe the Provider's rights concerning the Service.

8.4. You agree not to use the Service in any way apt to violate any laws or third party rights, to discredit the Provider or others, or to invoke liability on behalf of the Provider. You agree that you will not make use of the Service to facilitate the violation of any applicable laws or third party rights.

## 9. HR tools

9.1. In accordance with these Terms of Service, you acquire a right to make use of the Service as a HR tool. In exercising the recruitment activities you explicitly warrant that you will abide to and act in accordance with relevant applicable law regarding such activities.

9.2. The Provider is entitled, but under no obligation, to facilitate certain automated tools suitable for the recruiting of personnel. If you use such automated tools, you explicitly warrant that you will solely make use of these in accordance with relevant applicable law, and will not undertake to infringe the Provider's or any third party rights in your use of such tools.

9.3. With the exception of such automated tools, you will provide, manage and be solely responsible and liable for all recruiting activities and recruiting materials provided or offered through the Service. This includes, but is not limited to, all postings, questionnaires, text, photographs, video, audio or other forms of material.

9.4. Any such HR activities and materials provided by the Customer will remain the property of the Customer. The Provider explicitly retains the right to block, take down or delete any such material that the Provider may deem to be of an indecent, infringing or illicit nature without any responsibility or liability on behalf of the Provider. Through these Terms of Service, the Customer grants the Provider a right of use regarding any material provided, in order for the Provider to provide the Service. The Customer warrants, that it may grant the Provider such right of use.

## 10. subscription fees

10.1. You are required to pay any due subscription fee in due time and place.

10.2. Your payment will be considered as overdue if payment in full is not received by the due date. If payment in full is not received within 7 days after the due date, you will be considered to be in material breach of contract, and the Provider may terminate your contract without further notice.

10.3. Any overdue payment may be subject to interest according to the Danish Interest Act.

## 11. Change of terms of service

11.1. The Provider may change the Terms of Service at its own discretion. The Provider will seek to inform you about any changes made to the Terms of Service in due time before any changes made to the Terms of Service enter into force.

11.2. Your use of the Service is dependent on your acceptance of the revised Terms of Service. Upon the entry into force of the revised Terms of Service, you will be asked to accept the new Terms of Service.

11.3. If you do not wish to accept the changes of the Terms of Service you must cease using the Service and terminate the contract in accordance with paragraph 13.3.

## 12. intellectual property rights

12.1. The content of the Service as well as any logos, photographs, videos, design material or any other forms of visible or non-visible content of the Service, including content that may be readable only via machines, is the sole property of the Provider.

12.2. All such content may include, but is not limited to, material protected by copyrights, trade mark rights, patents, design rights, confidential information, passing off or other unfair competition law, any form of proprietary or exclusive rights.

12.3. You may not make use of such content, or in any way facilitate the use of any such content for any third party, less express written consent thereto by the Provider.

## 13. termination of contract

13.1. The Provider may terminate the contract and cancel your access to the Service with a notice of 30 days. Such notice will be sent to the e-mail address you have provided.

13.2. The Provider may terminate the contract and cancel your access to the Service temporarily or permanently without any notice in case of your material breach of the present Terms of Service or any other form of default on your part in your relationship with the Provider, including your infringement of any applicable laws, third party rights, or other kinds of behaviour apt to invoke liability on the Provider.

13.3. You may terminate your contract with the Provider by a notice of 30 days to the end of a month. You may terminate the contract by notifying the Provider in writing through the contact details provided in paragraph 1.4. When doing so, the Provider is entitled, but not obliged, to request that you confirm your identity.

13.4. After the deletion of your account, the Provider will retain your data only if obliged thereto by law. You are encouraged to secure a back up of your data prior to the deletion of account.

## 14. Disclaimer of warranty

14.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW; THE SERVICE INCLUDING ALL FUNCTIONS IS PROVIDED "AS IS" AND "AS AVAILABLE" AND USED AND ACCESSED AT YOUR SOLE RISK WITH NO WARRANTIES WHATSOEVER; THE PROVIDER DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT; THE SERVICE DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT DATA/PACKET LOSS, NOR DOES THE PROVIDER WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF COMMUNICATION MADE THROUGH THE SERVICE; THE PROVIDER IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CUSTOMER.

14.2.If, notwithstanding the above 13.1, the Provider should become liable towards the Customer, the Provider explicitly disclaims any liability regarding indirect, consequential or punitive damages. Further, in no circumstances, the Provider's total liability towards the Customer cannot exceed an amount equal to the total fees paid by the Customer to the Provider during the 6 months prior to the arising of the liability.

#### 15.force majeure

14.1.The Provider is under no circumstance liable for any direct or indirect losses caused by force majeure situations. Such situations are for instance acts of war, mobilising, terrorists' attacks, acts of God, strikes, lockouts, fires, floods, restrictions on import/export, virus attacks, power failure, breakdowns in third party equipment, as well as any other circumstances that could not reasonably have been foreseen by the Provider.

#### 16.Your personal data and privacy

15.1.Regarding the processing of information which directly or indirectly can be referred to physical persons, (in the following "Personal Data"). You are "Data Controller" and the Provider is "Data Processor" in accordance with the Danish Act on Processing of Personal Data. The Provider only processes Personal Data regarding which you are Data Controller in accordance with your instructions.

16.2.The Data Processor will process Personal Data undertaking the appropriate technical and organisational security measures to protect personal data against accidental or unlawful destruction, loss or alteration and against unauthorised disclosure and misuse and against processing in contravention of the Danish Act on Processing of Personal Data.

16.3.Upon written request and the payment of all fees and costs derived from such request, the Provider will assist you with obtaining assurance that the required technical and organisational security measures are met. The Provider can require such payment in advance.

16.4.By accepting these Terms of Service, you explicitly authorise that the Provider use third parties, "sub-processors", in providing the Service, including in the processing of

Personal Data. Such Sub-processors are bound by the same rules as the Provider, regarding the technical and organisational security measures mentioned in paragraph 16.2 and 16.3.

16.5. Upon written request, the Data Processor will inform the Data Controller of the identity of all sub-processors used. The Data Controller may upon request and payment of all fees and costs derived from such request, acquire a copy of the latest version of any security assurance report available from the Sub-processor. If no security assurance report is available, the Data Processor will on payment of all costs related thereto assist the Data Controller with obtaining assurance that the required technical security measures are met. The Data Processor can require such payment in advance. If a security assurance report no older than 1 year is available, The Data Processor shall not be imposed further obligations regarding assurance in relation to security measures, except than providing a copy of such report.

16.6. The requests referred to in this paragraph 16. should be lodged in writing to the Provider using the contact details stated in paragraph 1.4.

## 17. APPLICABLE LAW AND VENUE

17.1. These Terms of Service are governed in their entirety by Danish law.

17.2. Any dispute arising out of or in connection with these Terms of Service shall be resolved before the city court of Copenhagen applying Danish law.

## 18. Version

18.1. These Terms of Service are last updated in November 2019