# Terms and Conditions

(01 October 2020)

**BITABIZ**

These are the terms and conditions that applies for the BitaBIZ services *(System2 25.5.2018):*

## Content

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY OF OUR SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE ANY OF OUR SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

# Terms and Conditions

(01 October 2020)

## 1. Introduction

BitaBIZ is a simple and flexible employee platform with focus on time registration and vacation planning.

BitaBIZ can be implemented globally and integrated with business systems via API.

BitaBIZ functions and solutions are described and documented on the website: https://help.bita-biz.dk/.

These Terms and Conditions can be changed only by BitaBIZ. BitaBIZ will from time to time change these Terms and Conditions.

## 2. Policies

These policies are developed to offer full transparency to the BitaBIZ services. The policies accompany BitaBIZ Terms & Conditions:

1. Information Security Policy
2. Sub-processor Policy
3. Support Policy
4. Pricing Policy
5. Data Collect Policy
6. Cookie Policy
7. Service Level Agreement
8. Data Protection & Privacy Policy

## 3. Platform improvements

All future improvements of the modules used by the Customer are included in this agreement automatically. Product updates are published here: https://help.bitabiz.dk/product-updates

## 4. Customer Data

### 4.1 Rights to Customer Data

A) The Customer owns all records that the Customer has entered to and/or created in the system.
B) BitaBIZ has no rights to data received or generated in conjunction with the fulfillment of this agreement. BitaBIZ may only use the data in question in the fulfillment of this agreement.

### 4.2 Storage of Customer Data

A) During the subscription period BitaBIZ provide a secure storage and archiving service.
B) During the subscription period BitaBIZ provide a secure backup service.
C) Storage of Customer Data must meet Applicable Data Protection legislation (*like "The General Data Protection Regulation. Regulation EU 2016/679"*).

### 4.3 Data Portability and Data Management

A) At any time, the Customer will be entitled to export all data and information that has been entered to and/or created in the system to Excel or similar database processing software. Tools to perform such data extracts must be available to the Customer at any time.

B) The Customer has access to tools to respond to employee requests to delete personal information, if this information is no longer relevant.

C) The Customer has access to an account admin role. The admin role can manage all account settings, pricing matrix and BitaBIZ modules.

### 4.3. Processing of Personal Data

BitaBIZ will process personal data related to our Services on behalf of the Customer and in accordance with our Data Protection & Privacy policy.

The terms of processing will be governed by the Data Processor Agreement that shall be binding upon BitaBIZ and the Customer.

The DPA shall be given effect on the acceptance of this Agreement.

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## 5. Payments

BitaBIZ invoice quarterly in advance. BitaBIZ invoice is calculated based on:

1. the BitaBIZ modules activated to the subscription.

2. the number of employees added to the BitaBIZ account.

3. the number of SMS messages sent.

*BitaBIZ* Pricing Policy *specifies how we invoice.*

## 6. Termination & Renewal of the Subscription

6.1) The Customer may terminate this agreement before the end of a quarter that has been paid for. This means that the Customer's notice of termination is from 1 day – 90 days, depending on the date of receipt.
6.2) The subscription term will automatically renew for additional three (3) month periods unless either party gives the other written notice of termination before the start of a new subscription term (3 months).

## 7. Support

Online support is included during the subscription term to all users added to an account.

*BitaBIZ* Support Policy *specifies how we support customers.*

## 8. Security

BitaBIZ agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of any Service or Customer Data.

*BitaBIZ* Information Security Policy *specifies how we protect our customers.*

## 9. Rights

9.1 The Customer is granted a non-transferable and non-exclusive right to use the software (hereafter software license), developed and manufactured by BitaBIZ and / or others from whom BitaBIZ has gained the rights to issue of sub, in accordance with these "Terms & conditions ".

9.2 Nothing in these Terms shall be construed or interpreted as a transfer of BitaBIZs rights to the software license including proprietary software, copyright, industrial design or other property including general, industrial and commercial know-how, except for the right to use the software license, the Customer obtains under these terms. All intellectual property rights to the software license remain with BitaBIZ and / or with other third parties from whom BitaBIZ has got the rights to sublicense.

## 10. Application /Distribution of the Software License

The Customer is only entitled to exercise the right to use the software license in relation to its business to cover its internal needs for processing data, and the Customer may under no circumstances transfer rights to the right to use the software license to a third party. Unless the Customer has obtained the written consent from BitaBIZ.

## 11. Copyright

The Customer is not entitled to change or remove the copyright, trade secrets, patents, trademarks, legal protections. And / or other legal notices contained in the copies of the software license.

## 12. Corrections, Changes etc.

12.1 The Customer may under no circumstances make corrections, changes or adjustments in the software license unless corrections, changes or adjustments in writing is accepted by BitaBIZ.

12.2 The Customer shall under no circumstances – directly or indirectly – reverse engineer, decompile or disassemble the software license.

12.3 Provided that the Customer has obtained the written consent to undergo corrections, changes or adjustments in the software license, it is solely BitaBIZ that must make these changes by the software license.

## 13. Transfer

The Customer may not assign, lease, loan or otherwise make the software license and / or documentation thereto available to third parties without BitaBIZ written consent.

## 14. Confidentiality

The Customer must treat the software license and all material related thereto confidential and take all necessary precautions to protect this.

## 15. Legal Validity

15.1 These terms are valid until:

a) the Customer no longer uses the software license and documentation in accordance with these terms and conditions or

b) BitaBIZ revoke the license due to Customer default or failure to fulfill any condition in these terms. In the event that the Customer fails to fulfill its obligations under the terms and such breach is not remedied within 10 days after receipt of a written notice from BitaBIZ is BitaBIZ entitled, without further notice, to terminate the agreement under which the Customer in accordance with these terms and conditions have been awarded the license.

15.2 The provisions of section 11, 12.2, 13 and 14 described obligations are valid after the termination of the present conditions license granted.

15.3 In the event of termination, the Customer is obliged to return the license to the software and all material related thereto to BitaBIZ but is under no circumstances entitled to recover payment for the software license or any form of compensation due to the termination.

## 16. Liability

16.1 BitaBIZ is responsible for:

a) the granting of the license is legitimate

b) that the software license on commissioning day and 90-day advance (hereinafter "Liability Period") is essentially in line with the documentation BitaBIZ has prepared for the software license. BitaBIZ is not responsible for errors in software licenses where such deficiency occurs as a result of the parties other than BitaBIZ has changed in the software license or occurs because of a combination of software from a third party.

c) the solution / software license complies to the statutory guidelines for proper treatment / storage of sensitive personal information. Including the General Data Protection Regulation (GDPR). Regulation (EU) 2016/679.

16.2 BitaBIZ will defend any reasonable claim claimed by third parties against the Customer due to allegations that the software license infringes any patent, copyright or trademarks, provided that:

a) BitaBIZ are immediately informed in writing by the Customer of any notification of any such claim and any negotiations that could lead to a decision or compromise, and

b) BitaBIZ has the exclusive right to defend any legal action in connection with any such claim and any negotiations that could lead to a decision or compromise, and

c) Customer cooperates with BitaBIZ to defend, settle or compromise in connection with any such claim. The Customer must allow BitaBIZ at own expense, to provide the Customer the right to continue use of the software license or ensures that the software license becomes non-infringing (assuming that the functionality of the software license does not differ significantly from the documen-

tation). Notwithstanding the above provisions, BitaBIZ are not liable to the Customer if the generated claims relating to violations of patents, copyrights or trademarks is based on the use of the software license in combination with hardware / software and / or equipment is given, there is not believed to be used in an application or environment for which it was not designed, or if the software license has been corrected, changed or adjusted.

16.3 BitaBIZ is under no circumstances to be liable for special, incidental or consequential damages – including, but not limited to loss of earnings and / or loss of data or other indirect losses.

16.4 BitaBIZ total liability under these terms and conditions shall in no event exceed the amount the Customer has paid for the software license.

## 17. Third-party Software

To the extent third party software are used as part of the software license, software from third party are subject to the terms they are delivered with.

## 18. Disputes and Applicable law

18.1 Danish legislation are in force, English may be the language used during negotiations.

18.2 Unless otherwise agreed, all disputes relating to the software license, documentation or material related thereto or these terms and conditions shall be settled by negotiations or, if necessary, through arbitration. The arbitration shall be in accordance with "The rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration)"

_____ END OF TERMS *(System2 25.5.2018)* _____