

KlarPris - Terms of use

1. Introduction and functionality

1.1. The website www.klarpris.com and www.klarcalc.com (hereinafter 'KlarPris') is owned and operated by KlarPris A/S (CVR no. 35484035). KlarPris develops and delivers a website and

software that together form a procurement system on a platform with a number of associated modules, applications and tools, including costing tools and invoice verification (hereinafter collectively referred to as the 'Procurement System', whether the website and software

are used together or separately) to installers and construction companies (hereinafter referred to as 'Customer'). By

comparing item prices with suppliers across selected wholesalers, suppliers, retailers, online stores, etc. (hereinafter collectively referred to as 'Suppliers'),

the Procurement System provides the Customer with price transparency. Using the Procurement System, the Customer can find the most

advantageous price on the goods that are needed. If the Customer has special discount agreements with the selected Suppliers, the Procurement System can take this into account, provided that

the Customer grants KlarPris access to the Customer's price and

discount agreements from Suppliers, including so that the Customer gives KlarPris the authorisation and necessary

online access so that KlarPris can retrieve these automatically, see below clauses 2 and 5.

1.2. To access the Procurement System, the Customer must create a user account, enter into a subscription agreement (including trial access to the Procurement System) and accept these terms of use (hereinafter referred to as 'Terms of Use'). KlarPris recommends reading the Terms of Use thoroughly and generally stay up to date at www.klarpris.com.

1.3. By accepting these Terms of Use, the Customer authorises KlarPris to use, access and obtain the Customer's company-specific information, including price information and/or price and discount agreements; and invoicing, on behalf of the Customer with the Suppliers or online and use the login to these with respect to any terms of use of the Supplier. KlarPris is only entitled to use this authorisation to use and maintain the Customer's logins at Suppliers, create, delete and edit users with the Suppliers on behalf of the Customer, prepare and place the Customer's orders with the Suppliers on behalf of the Customer and to request information about price and discount agreements, cf. clauses 1.1 and 5.1 and related activities.

2. User account

2.1. Customer must create a user account (hereinafter the 'Account') when subscribing. The account is created with a login and password for which the Customer is responsible. Login and password is used every time the customer wants to compare prices using the Procurement System.

2.2. Once an account has been created, you can create the desired number of users.

2.3. Once the Account and subscription are created, the Procurement System can be used by the Customer.

2.4. As a minimum, the account must include the following information: company name, company address, company registration number, contact information (phone, email, etc.) and contact person for the Customer.

2.5. The Customer is responsible for keeping this information in the Account up to date.

3. Subscription

3.1. To gain access to the Procurement System, the Customer must take out one of the subscriptions offered by KlarPris. The subscription provides access to the selected version of

the Procurement System. The subscription price is adjusted every year with effect from 1 January with the development in October's

net price index of the previous year compared to the year before with at least 1.5%. KlarPris may also change the subscription price with 1 month's notice to the end of a Subscription Period.

3.2. Subscription is taken out for a period of 6 months at a time (hereinafter 'Subscription Period'), unless otherwise agreed. Subscriptions are billed in advance.

3.3. The Customer can upgrade or downgrade their subscription in accordance with the terms in clauses 2.5.-2.6. The Customer is responsible for taking out the subscription that corresponds to the Customer's needs, and it is the Customer's responsibility to upgrade or downgrade their subscription to match their actual needs.

3.4. Upgrade

3.4.1. A subscription can be upgraded at any time.

3.4.2. The difference between the prepaid subscription and the price of the new subscription applicable at the time of the upgrade is calculated proportionally for the remaining Subscription Period and invoiced for immediate payment.

3.4.3. Invoicing will then take place in accordance with the price and terms of the new subscription.

3.5. Downgrade

3.5.1. The Customer can choose to downgrade their subscription. Downgrade can be requested with 30 days notice to

the end of a Subscription Period. The downgrade will take effect at the beginning of the next Subscription Period.

3.5.2. Invoicing is then done according to the subscription the Customer has downgraded to.

3.6. Notice of termination

3.6.1. A subscription can be cancelled with 30 days' notice to the end of a Subscription Period. If the subscription is not terminated with at least 30 days' notice to the end of a Subscription Period, the subscription will be automatically extended with a new 6-month

Subscription Period.

3.6.2. The Customer has access to use the Procurement System during the notice period and until expiry of the Subscription Period. KlarPris does not refund the subscription for the remaining time in the Subscription Period, regardless of whether the Customer uses the Procurement System or not.

3.6.3. KlarPris is entitled to delete the Account upon termination of the subscription.

3.7. Payment terms and conditions

3.7.1. Invoicing occurs upon issuance of an invoice sent to the email address provided by the Customer in the Account contact details.

3.7.2. Invoices are issued with payment terms net 14 days.

3.7.3. In case of late payment, default interest is calculated at 2% per started month.

3.7.4. In case of non-payment, the account will be suspended immediately. After further agreement between KlarPris and the Customer, the Account can be reactivated. Non-payment is considered a termination with the shortest possible notice, as the Customer, regardless of any suspension of the Account, is obliged to pay the subscription, Setup Fee, etc. until the subscription is terminated.

3.8. Specifically about trial subscriptions

3.8.1. Upon the Customer's acceptance of a trial subscription (free access for 14 days on terms similar to a Standard Subscription), it is also accepted that the subscription will change to a Standard Subscription at the end of the trial period, unless the Customer has in writing canceled the subscription before the end of the trial period.

4. Use of the Account

4.1. The Account and subscription can only be used by one company. If the Customer owns multiple companies and wants to use the Procurement System for all companies, the Customer must take out a subscription for each company.

4.2. It is the Customer's responsibility that other companies or other unauthorised persons do not use the Procurement System or access the Account.

4.3. If the Customer discovers that unauthorised persons have access to the Account and has used the Customer's subscription inappropriately, KlarPris must be informed immediately. In addition, the Customer must immediately change the password for the Account to prevent continued misuse.

4.4. The Customer is responsible for ensuring that the Procurement System is not used in a manner that may damage KlarPris' name, reputation or goodwill, or that is contrary to relevant legislation or other regulation.

4.5. The Account is managed by the Customer.

4.6. KlarPris only provides support to the extent that it is specifically and in writing agreed in the subscription.

5. Uploading data to the account

5.1. KlarPris is authorised, cf. clause 1.3, to use Customer's logins with the Suppliers, including for manual or automated retrieval of information on price and discount agreements (hereinafter referred to as 'Data') from the Suppliers. The Customer can alternatively upload their Data (or authorise KlarPris to do so), cf. clause 1.1, to the Account. Uploads must be in an electronically readable format. This allows the Customer to view the prices that apply to the Customer with the different Suppliers.

5.2. KlarPris considers Data to be the property of the Customer and processes them accordingly. KlarPris is not authorised to disclose Data to third parties, unless it is part of the use and operation of the Procurement System. Upon termination of the subscription - regardless of the reason for this - KlarPris is obliged to stop any use of Data, however, such that KlarPris can at any time use Data in anonymised form and that KlarPris cannot be obliged to return or in any other way document Data deletion or termination of use.

5.3. The Customer is responsible for keeping Data up to date, including uploading updated versions to the Account. If KlarPris is authorised to do so, updating takes place automatically, provided that the Customer has at all times provided KlarPris with correct logins and other information for online access.

5.4. The Procurement System shows when the data used for the price comparison was updated. Beyond this, KlarPris has no responsibility for Data. If the Customer discovers errors in Data, the Customer must contact the Supplier who has made the relevant Data available.

6. Changes in the terms of use

6.1. KlarPris is entitled to change these terms of use as well as subscription types, pricing structure and range of any additional services. If the changes have importance for the Customer, these changes must be notified at least 2 months before they enter into force.

6.2. KlarPris informs the Customer of the changes using the e-mail address stated in the Account.

6.3. If the Customer does not object to the change immediately and within 4 weeks after receiving the information specified in clause 6.2, it is considered acceptance of the notified changes, which thus come into effect at the end of the specified notice period.

6.4. The Customer's objection to the changes is considered a termination of the subscription, which therefore ends at the end of the notice period specified in clause 6.1. The prepaid subscription will be refunded proportionally in these cases.

6.5. The prevailing Terms of Use will be available at www.klarpris.com. The Customer is encouraged to stay informed about the conditions for using KlarPris and other news about KlarPris.

7. Confidentiality

7.1. KlarPris and the Customer (hereinafter referred to as 'the Parties') are obliged to keep all data, material and information (hereinafter referred to as 'Information') relating to the other party and its affiliates strictly confidential, as set out below.

7.2. Information is considered by the Parties to constitute trade secrets in accordance with Section 2 of the Trade Secrets Act and includes in particular, but not limited to, information on supplier data, information on prices, delivery terms, discount schemes, bonus schemes, payment terms, terms of business, purchase statistics, contract negotiations, and receiving individual or unique price files from wholesalers, suppliers, customers, etc. Information also includes insight into technology and methodology in

the Procurement System.

7.3. The parties are not authorised to disclose Information originating from the other party to third parties. Exempted from the duty of confidentiality is Information that is publicly available or otherwise lawfully received from a third party, as well as Information that a party is required by mandatory law to disclose to either authorities or courts. The Parties are entitled to disclose the existence of a formalised cooperation between the parties. Exempted from KlarPris' duty of confidentiality is also Information or Data where the Customer, by specific permission to a manufacturer or supplier, has allowed the sharing of Information or Data. Permissions for this in the Procurement System can be administered by the Customer at any time and revoked (but not retroactively).

7.4. KlarPris' use of Information (including data derived from Information or Data) for statistical purposes, the preparation of analytical data and search result optimisation and the distribution or transfer thereof to third parties (hereinafter referred to as 'Authorised Use') is not covered by the duty of confidentiality. However, Authorised Use may only be made in anonymised form, meaning that the Information in question and data derived therefrom cannot be directly attributed by third parties to identifiable customers, wholesalers and manufacturers (1) individual prices of individual products, (2) their specific customers, or (3) their actual dealings with customers.

7.5. The duty of confidentiality applies regardless of the form and format in which information is received (physical, digital, electronic or otherwise).

7.6. The Parties are also required to handle all Information in all respects with the observance of due diligence and loyalty with respect for the interests of the other party. A party is required to follow the instructions of the other party in relation to dealing with Information, including through the use of electronic media.

7.7. All Information must be returned immediately upon request from a party and at the latest at the end of the collaboration, except for such immediately inaccessible copies that may be stored in a cache, backup, etc.

7.8. The parties agree that the present terms on secrecy and confidentiality is indefinite.

8. Intellectual property rights

8.1. KlarPris owns at all times all intellectual property rights to the Procurement System with all accessories, including all copyright and trademark rights. This also applies to all intellectual property rights that are created during the period in which the Customer uses the Procurement System or that are created specifically for the Customer.

8.2. The Customer only has a non-exclusive right of use of the Procurement System under the terms and conditions set out by KlarPris in these Terms of Use.

8.3. In addition to what is stated in clause 7 above, KlarPris has the right to use customer feedback, suggestions for improvements and new features, etc. in its continued development of the Procurement System. KlarPris owns all rights to such improvements, including profits, regardless of whether the

suggestions for change originate from the Customer or a third party.

8.4. KlarPris is entitled to any use of user data and history when using the Procurement System, including tendencies, behaviour, trends and segmentation, but always only in anonymised form so that the Customer cannot be identified.

9. Security

9.1. KlarPris is SSL certified. However, this does not mean that there is a guarantee against hacker attacks or other forms of attacks and unauthorised access to the Procurement System; and the Account. KlarPris is not responsible for such attacks and, therefore, cannot be held liable for any unauthorised access to the Account or the Customer's other information.

9.2. KlarPris will restore security as soon as possible in the event of an attack, and the Customer will be informed of any attacks.

10. Personal data processing

10.1. A separate data processing agreement has been concluded between KlarPris and its data processors regarding KlarPris' processing of personal data for the Customer's users on the Procurement System.

11. Privacy policy, cookies and information

11.1. In addition to the separate terms on personal data processing as stated above in clause 10, KlarPris' prevailing Privacy Policy is available at www.klarpris.com/private-policy/

11.2. The Procurement System requires the use of cookies, which are small text files that are stored by the user's web browser when using websites, including when using the Procurement System. The user can control how websites use cookies by configuring the web browser settings. If cookies are disabled completely, the Procurement System may not work optimally, including that the web browser will not remember the login to the Account.

11.3. KlarPris regularly sends out news and advertising material to the Customer. The Customer can opt out of this at any time, free of charge, in connection with the provision of contact information to KlarPris and each subsequent inquiry.

12. Uptime and support

12.1. KlarPris strives to ensure that the Procurement System is available to the Customer, but 100% uptime cannot be guaranteed.

12.2. If KlarPris has planned downtime, operational disruptions or the like, in connection with updates, the Customer will be informed of this as soon as possible. As far as possible, the scheduling will take place at times which, in KlarPris' opinion, cause the least possible inconvenience to the Customer.

12.3. The Customer is not compensated for downtime unless uptime falls below 99% measured over 12 months. In that case, the Customer is compensated by having the subscription

extended by one month free of charge.

12.4. The Customer can receive remote support (hotline) free of charge for all questions regarding the operation and functionality of the Procurement System. Hotline includes access to email and phone support for questions about operation and functionality of the Procurement System.

The hotline does not give the Customer access to on-site support.

For error types in Class 1, i.e. a fatal error that prevents users from using crucial functionality in the Procurement System (e.g. order registration and price posting), support is provided with a response time of a maximum of 2 hours on normal working days between 9:00 a.m. and 4:00 p.m., although with Friday between 9:00 a.m. and 3:00 p.m.

For other error types (Class 2), i.e. errors that prevent users from using one or more less essential features of the Procurement System, or questions about operation and functionality regarding the Procurement System, support is provided with a response time of maximum 24 hours on normal working days between 9:00 a.m. and 4:00 p.m., although with Friday between 9:00 a.m. and 3:00 p.m.

The response time runs from the time KlarPris receives the Customer's error report and until KlarPris has started resolving the problem. Support is carried out via phone, email or remote connection (teamviewer). Bug fixes and any development thereof are put into operation the night after completion.

13. Third party websites

13.1. KlarPris' website may contain links to other websites operated by parties other than KlarPris (hereinafter referred to as 'Other's Websites').

13.2. Links to Other's Websites are a service for the Customer, but this does not mean that KlarPris has approved the content or is otherwise responsible for the content.

13.3. If the Customer uses other websites via links on KlarPris' website, it is at their own risk, as KlarPris has no influence on the content, security, functionality, etc. of Other's Websites. KlarPris cannot be held responsible for any losses or damages that occur as a result of the use of Other's websites.

KlarPris cannot be held responsible for any losses or damages resulting from the use of Other's Websites.

14. Breach of contract

14.1. In the event of material breach, KlarPris may at any time terminate the subscription agreement with the Customer. Material breach includes, but is not limited to, misuse of KlarPris' services, misuse of the Account and non-payment of subscription fees, Setup Fee, etc.

14.2. In case of suspected misuse of KlarPris' services or the Account, KlarPris may temporarily suspend the Account, whereby the Customer does not have access until the possible misuse is resolved. The Customer may not assert any claims against KlarPris in connection with suspension of the Account.

15. Liability

15.1. Any use of the Procurement System is at the Customer's own risk, including the Customer's dispositions, legal transactions, etc. on the basis of results in the Procurement System.

15.2. The Procurement System is delivered as a Software-as-a-Service solution. It is not considered a defect in the Procurement System if Data and other types of data displayed in the Procurement System are not updated as a result of unavailable data beyond KlarPris' control, including lack of updates and changes to procedures for receiving data from third parties, wholesalers, manufacturers, etc. The same goes for Data and other pricing and discount structures that are not disclosed and made available to KlarPris in an electronic, mathematically readable format. In every respect, KlarPris is not responsible for the results of the price comparison, including incorrect prices, errors in Price Data, outdated prices, missing search results and additional costs or errors in product specifications, quantity, specifications, etc. In all cases, the Customer is encouraged to check the goods, prices and conditions of the individual Suppliers.

15.3. KlarPris cannot provide information on how long prices shown are valid for. If the Customer disagrees with the price charged by the Supplier, including lack of discounts, the Customer must contact the Supplier.

15.4. KlarPris is not responsible for compensation for errors in the Procurement System, for the Customer's use or for any losses that the Customer may have in connection with the use of the Procurement System, including errors in orders, calculation errors in calculation tools and damage to the Customer's hardware, loss of data, or other breaches of data security, etc.

15.5. KlarPris is not liable for any direct or indirect loss or consequential damage, including operating losses and any claims from third parties, arising from the use of the Procurement System, delays or the Customer's inability to use the Procurement System.

15.6. KlarPris is only liable for product liability according to mandatory rules in the Product Liability Act. Any liability for product damage on any other basis is hereby expressly excluded. Any use of the Procurement System is therefore at the Customer's own risk.

15.7. KlarPris has no liability for any damage to the Customer's hardware or other property, regardless of whether the damage is due to a virus or the like caused by the Customer's access to and use of the Procurement System.

15.8. In the relationship between KlarPris and the Customer, KlarPris is not liable to the Customer for any loss incurred by the Customer as a result of violation of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) and data protection law when using the Procurement System.

16. Assignment

16.1 KlarPris is entitled to assign all rights to and obligations towards the Customer to a group-affiliated company or third party.

16.2 The Customer accepts that KlarPris is entitled to

use subcontractors in all matters, including for execution and operation of the Procurement System and for the storage of Customer Data and other types of data.

17. Disputes between the Customer and KlarPris

17.1. Any dispute between the Customer and KlarPris shall be governed by Danish law with KlarPris' domicile as the appropriate venue.

Version 3

Effective from 1 October 2023