

General terms and conditions of sale for services from Nets DanID A/S

1 Introduction

1.1 Application

These General terms and conditions of sale for services from Nets DanID A/S apply in addition to the specific performance agreements that the Customer enters into with Nets DanID, irrespective of whether the specific performance agreement is entered into by means of a physical or electronic signature.

1.2 The Parties

"Nets DanID" refers to Nets DanID A/S, CVR number 30808460, Lautrupbjerg 10, DK-2750 Ballerup.

"Customer" refers to the physical person or legal entity contracting to buy services from Nets DanID. The Customer may, for example, be a supplier of electronic services, a company that uses employee digital signature products or individuals who purchase products via the Nets DanID online shop.

The "Parties" refers to both Nets DanID and the Customer. "Party", "one Party" or "the other Party" refer to either Nets DanID or the Customer, whichever fulfils the contextual meaning of the provision in which the designation is used.

1.3 Definitions

Definitions of significant designations used in Nets DanID agreements, rules and terms can be found on the Nets DanID website, Terms and concepts in NemID (www.nets.eu/sp-package).

2 Prices and payment

2.1 Prices

Nets DanID's prices are stated on the Nets DanID website under the individual products and solutions.

2.2 Taxes and charges

Nets DanID's prices include charges applicable as at the time of signing the specific performance agreement, excluding VAT. In the event of new or increased Danish taxes or charges being introduced, Nets DanID is entitled to raise future prices correspondingly.

2.3 Price adjustments

Prices of Nets DanID's ongoing services may be adjusted at most once a year based on the pro rata change in the net price index calculated pursuant to Executive Order no. 76/1999 relating to calculation of a net price index. Adjustments are based on the net price index published by Statistics Denmark with October as the baseline month. The adjustment takes effect without further notice on 1 January of the following year.

2.4 Invoicing

One-off amounts are invoiced on delivery with payment due 30 days from invoice date. Continuous payments are invoiced monthly, quarterly or annually in arrear with payment due 30 days from invoice date.

2.5 LeverandørService (Supplier Service)

At the time of entering into a specific performance agreement, the Customer can grant Nets DanID permission to deduct payments as they fall due from the Customer's account via Nets' LeverandørService.

2.6 Reminder procedure and fees

If the payment deadline is missed, Nets DanID will send a demand with notification of debt collection. The demand incurs a reminder fee of DKK 100. If the Customer does not pay the overdue invoice within 14 days of the demand, Nets DanID will send the demand for recovery via a debt collection agency, whereupon the Customer will also incur debt collection costs.

3 Breach of contract

If Nets DanID or the Customer is in material breach of a specific performance agreement, the Customer or Nets DanID respectively shall be entitled to rescind the specific performance agreement, cf. item 3.2.

3.1 Remediation

Nets DanID and the Customer are obliged on their own initiative to remedy any defects in their respective performance.

3.2 Complaints

Any complaint raised by the Customer or Nets DanID respectively regarding defects or deficiencies shall as far as possible include information on the nature of the defect, its occurrence as well as other available information about the defect such that Nets DanID or the Customer, as the case may be, will be able to identify and remedy it.

If Nets DanID or the Customer fails to remedy material breach, following notification of a demand to this effect from the other Party stipulating a deadline of a minimum of 15 days for rectifying the matter, the Customer or Nets DanID respectively shall be entitled, upon expiry of the deadline, to rescind the specific performance agreement.

Any complaints are to be sent by e-mail to nemid@nets.eu.

The complaint must be submitted without undue delay once a defect or deficiency has been ascertained and no later than 12 months after delivery of the defective service. Nevertheless, payment demands are subject to the general statute of limitations pursuant to applicable time-barring legislation.

3.3 Bankruptcy

Furthermore, the Customer or Nets DanID respectively may rescind a specific performance agreement if the other Party goes into insolvent liquidation, enters into restructuring negotiations, enters into negotiations to make a composition with creditors, etc., unless – in accordance with the rules of the Danish Bankruptcy Act – the estate is entitled to enter into the agreement and wishes to do so.

4 Liability

Unless otherwise stated in the specific performance agreement, Nets DanID and the Customer are mutually liable under the general provisions of Danish law.

4.1 Direct losses

Nets DanID and the Customer are mutually liable to pay damages in respect of direct and documented losses arising either from Nets DanID's or the Customer's failure to perform its contractual obligations or late or deficient performance thereof.

4.2 Loss limitation

As far as possible, Nets DanID and the Customer must contribute to preventing and limiting the negative consequences of a potential claim in terms of the performance of their obligations pursuant to a customer-specific agreement. Each Party shall immediately inform the other Party of any and all claims, and likewise, immediately after the cessation of the negative consequences of the claim, that Party shall resume its services under a customer-specific agreement.

5 Limitation of liability

Neither Nets DanID nor the Customer shall be liable for any indirect losses or consequential damage. Loss of goodwill or contracts, loss of interest, loss of savings and the Customer's loss of income shall be deemed *inter alia* to be indirect losses.

5.1 Force majeure

Neither Nets DanID nor the Customer shall be liable for any losses arising from:

- Telecommunication failure
- Intervention of a law or administrative measure
- The occurrence, or threat, of war, revolt, civil unrest, sabotage, malicious damage (the term 'malicious damage' in this context also includes damage resulting from computer viruses and hacking) or terrorism
- Natural disasters
- Strikes, lockouts, boycotts or blockades, irrespective of whether the dispute is directed against, or was instigated by, the Party itself or its organisation, and irrespective of the cause of the dispute, including where the dispute affects only parts of the Party's functions
- Lack of access to the computer systems used by the Parties, or damage to or loss of data due to the circumstances described under this item 5.1. The exemption from liability applies irrespective of whether responsibility for running the systems lies with the Party itself or an external IT provider
- Other circumstances of force majeure beyond the Parties' control.

5.2 Conditions of exemption from liability

The Parties' exemption from liability is in all cases conditional upon:

- the Party not being in a position where it should have taken the obstacle in question into consideration when the specific performance agreement was entered into,
- the Party not being in a position where it should have been able to avoid or overcome the obstacle or its consequences, and
- the Party not being invariably responsible by law for the situation that led to the loss.

5.3 Payment transactions

Nets DanID is not liable for a user's transactions, e.g. inter-account transfers, bill payments, payment for goods, etc., undertaken using the Customer's electronic service. Nets DanID is not the issuer of a payment instrument and is thus not responsible for compliance with payment services legislation.

5.4 Maximum compensation

In periods of 12 months calculated from the start date of the specific performance agreement, the maximum compensation payable by Nets DanID to the Customer cannot exceed the total amount invoiced or that could be invoiced in the period pursuant to the specific performance agreement. The ability to make claims for compensation is reduced to the extent that compensation has already been paid for the period in question.

Nets DanID's liability is under all circumstances limited to DKK 500,000 per claim per calendar year.

6 Intellectual property rights

If the Customer is supplied with software or other copyright material as part of a specific performance agreement, Nets DanID reserves all the rights, including intellectual property rights, thereto. The Customer is granted a non-transferable, non-exclusive and time-limited right to use the software and other copyright material for as long as a valid agreement remains in place be-

tween the Parties. The Customer is obliged to comply with any specified third-Party licence conditions.

6.1 Trademarks and logo

Use of Nets DanID's trademarks and logo is subject to Nets DanID's guidelines or instructions from time to time in effect. The Customer may only use any such logo by express agreement with Nets DanID. The Customer is obliged to remove trademarks and logos from websites and letterheads, etc., if the agreement governing the service is terminated.

7 Third-party rights

7.1 Patents

Nets DanID guarantees that the services supplied by Nets DanID under a specific performance agreement do not infringe European patents or copyrights.

7.2 Legal proceedings

If proceedings are instigated against the Customer citing rights violations, the Customer shall inform Nets DanID of this in writing, and Nets DanID will then enter into the case and assume all the associated costs. Nets DanID is obligated in every respect to indemnify the Customer in respect of any and all costs associated with the case, including reasonable legal costs, etc., as well as any other costs relating to the case that may be awarded to the claimant in question.

If third-party rights have been violated, Nets DanID is obligated at its own expense to acquire for the Customer the right to continue to use the service or to bring the violation to an end by changing or replacing the service.

7.3 Limitation

The provisions in item 5 relating to limitation of liability are also applicable in respect of the provisions of this item 7.

8 Cessation

8.1 Termination by the Customer

Nets DanID's continuous services pursuant to a specific performance agreement may be terminated in whole by the Customer on giving 6 months' notice to the end of the upcoming payment due date. Termination must be effected in writing and must be sent to: Nets DanID A/S, Lautrupbjerg 10, P.O. Box 500, DK-2750 Ballerup, or by e-mail to nemid@nets.eu.

8.2 Termination by Nets DanID

Continuous services pursuant to a specific performance agreement may be terminated by Nets DanID if termination is objective and non-discriminatory. Termination may be at 12 months' notice to the end of a quarter.

8.3 Continued delivery in the event of rescission or termination

If the Customer rescinds a specific performance agreement as a result of material breach on the part of Nets DanID, Nets DanID shall be obliged to render services on the same terms and at the same prices applicable pursuant to the specific performance agreement prior to rescission. The same applies to the rendering of services during the period of notice referred to above.

9 Duty of confidentiality and publication

The Parties, including their employees, subcontractors and consultants, etc., shall observe unconditional confidentiality in respect of the other Party's business secrets, business concepts, and business relationships, as well as any other confidential information that comes to the Parties' knowledge in connection with the preparation, signing and performance of a specific performance agreement.

9.1 Derogations from the duty of confidentiality

The duty of confidentiality shall not apply to information (i) which may be disclosed subject to written permission from the Party in question, or (ii) which is disclosed on the basis of requirements imposed by public bodies in pursuance of current legislation.

9.2 Handling of confidential information

Nets DanID and the Customer may only process information (including the storage, use and disclosure thereof) in connection with fulfilment of a specific performance agreement. The Party in receipt of information shall process that information in a secure manner and with a degree of care at least equivalent to that pertaining to the Party's processing of its own information. Where the information in question is personal data, processing and disclosure may only be undertaken in compliance with the provisions of the Danish Act on Processing of Personal Data.

This also applies after cessation of specific performance agreements, irrespective of the reason.

The Parties may at any time involve an external supplier or external consultant in connection with the working relationship and its potential discontinuation. Any such third party has access to meetings, information and documents, provided that the individual is subject to corresponding provisions regarding the duty of confidentiality.

9.3 Publication

The contents of this specific performance agreement may only be made public subsequent to written agreement between the Parties.

10 Assignment

10.1 Within the same Group

Both Nets DanID and the Customer may assign specific performance agreements or rights and obligations under such agreements to another company within that Party's Group.

10.2 Divestment by Nets DanID

Nets DanID may assign specific performance agreements or rights and obligations under such agreements, e.g. upon the divestment of the relevant activities from Nets DanID to another company, with the approval of the Danish Agency for Digitisation. In such a case, the agreement structure will continue unchanged with the new owner as the contracting Party.

10.3 Consent

Any other instances of assignment require the written consent of the other Party. Consent cannot be refused without reasonable and relevant grounds. The Customer is aware that there may be restricted scope for assignment in relation to third-party rights. Nets DanID will make known any such limitations upon request.

11 Applicable law and jurisdiction

Any disputes arising between Nets DanID and the Customer relating to these general terms and conditions of sale, specific performance agreements as well as the Parties' rights and obligations are subject to Danish law.

If any disputes arise between the Parties, the Parties shall first seek to resolve the disagreement by mutually loyal and accommodating conciliatory negotiations and, if necessary, escalate the dispute to executive level within their own organizations.

If the Parties are unable to resolve the dispute by negotiation, the dispute shall be settled by the Court of Glostrup as the Court of First Instance.