



# Terms of Service

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## Contents

1 Preamble.....	2
2 Definitions.....	3
3 Terms of payment.....	3
3.1 General.....	3
3.2 Reminder letters.....	4
3.3 Consumption.....	4
4 Prices and fees.....	4
5 Activation.....	5
5.1 The activation process.....	5
5.2 Contractual relations.....	5
6 Customer responsibility.....	5
6.1 General.....	5
6.2 Master data and permits.....	5
7 Handling of Illegal or Infringing content.....	6
7.1 ASERGO's possible actions.....	6
7.2 Inquiries from third parties.....	6
8 ASERGO's rights.....	6
9 ASERGO's responsibility.....	7
10 Termination.....	8
10.1 Kubernetes Cluster and Servers.....	8
10.2 Subscription agreements.....	8
10.3 General.....	8
11 Violation.....	8
12 Compensation.....	9
13 GDPR - Processing of personal data.....	9
14 Confidentiality.....	10
15 Force majeure.....	10
16 Automatic card payment/PayPal.....	11
17 Complaints and Disputes.....	11

## 1 Preamble

1.1 These business terms intends to describe the terms of the trade between the Customer and ASERGO.

1.2 All business terms include a Data Processor Agreement 100% compliant with GDPR and the EU Schrems II landmark ruling - fully supported and guaranteed. Consequently, your data will physically remain in the EU at all times.

1.3 The Terms apply to all types of agreements between the Parties.

1.4 If there is a discrepancy between the Terms of Services and possible Data Processor Agreement between the Parties, then the Data Processor Agreement will take precedence.

1.5 Sales of ASERGO's services and products aims at businesses.

1.6 ASERGO reserves the right to make changes to the Terms of Services on an ongoing basis without prior notice, provided, however, that the updated and applicable Terms of Services are always available on ASERGO's website. The only exception is point 1.1, which will not change.

## 2 Definitions

2.1 "Terms of Services" are defined as these Terms of Services.

2.2 "ASERGO" is an abbreviation for ASERGO ApS, VAT No. DK-43915878.

2.3 "Solution" defines the services, and products that ASERGO provides to the Customer

2.4 The "Parties" are used as a common term for the Customer and ASERGO.

2.5 The "Subscription Agreement" is used for purchases made upon digital acceptance of an ASERGO quote.

2.6 "Traffic" means Internet-based traffic to and from the Customer's Solution, delivered via ASERGO's infrastructure and Internet connection.

2.7 "Takeover day" defines the day on which ASERGO activates the Customer's Solution or renews it.

## 3 Terms of payment

### 3.1 General

3.1.1 The fee for the customer's solution is paid monthly in advance.

3.1.2 If the Customer upgrades a product or services, the Customer must pay the price difference for the original product and the upgraded product for the remainder of the initial binding period. Only from the next billing period, the

upgraded product will bill independently. The upgrade occurs from day to day unless the climb involves a manual process on ASERGO's part.

3.1.3 If the Customer downgrades a product, the Customer must continue to pay the original product's price for the remainder of the initial thirty days lock-in period.

## 3.2 Reminder letters

3.2.1 If the Customer exceeds ASERGO's payment deadline, ASERGO is entitled to send the 1st reminder two days after the payment deadline and the 2nd reminder five days after the payment deadline. Suppose payment is still not received by ASERGO after ten days from the payment deadline. In that case, ASERGO can simultaneously suspend the Customer's products and services as the claim forwards for debt collection. In all payment delays, ASERGO can charge a fee when sending invoices and reminder letters. The Customer does not receive a refund for suspension periods if these are due to the Customer's non-payment.

## 3.3 Consumption

3.3.1 If a Solution has an associated traffic package, traffic consumption must occur accordingly. Possible significant over-consumption of traffic will be post-invoiced at ASERGO's current prices.

# 4 Prices and fees

4.1 All ASERGO's prices are in Euro and excl. VAT.

4.2 ASERGO reserves the right to make typing errors, price changes, discontinued goods, and subcontractors' delivery failures.

4.3 ASERGO can regulate all prices and fees with a minimum of one month's notice. The Customer is obliged to pay the regulated price but may choose to terminate the writing agreement by the applicable notice periods. An announced price change will take effect from the next subscription period.

4.4 In the event of circumstances beyond ASERGO's control, including legal matters, as well as price increases from ASERGO's subcontractors, ASERGO can make price increases without notice. In the event of increasing energy costs, ASERGO reserves the right to impose a corresponding energy tax to cover the increased energy costs. Such price increases and charges must be notified to the Customer, with a minimum of one month's notice.

## 5 Activation

### 5.1 The activation process

5.1.1 ASERGO starts creating the Solution immediately after receiving the Customer's order. The Customer's ordinary right of withdrawal stops in connection with this.

5.1.2 Payment for incorrectly ordered Solutions will not refund.

### 5.2 Contractual relations

5.2.1 The Customer will receive a binding order confirmation and a proforma invoice when ASERGO has accepted the order.

5.2.2 To establish an agreement with ASERGO that the Customer is a registered company. If this is not the case, ASERGO cannot set an arrangement.

## 6 Customer responsibility

### 6.1 General

6.1.1 The Customer is obliged to comply with good practice and order when using ASERGO's networks and services. Good practice and order mean broadly interpreted that the Customer may not use ASERGO's services to violate Danish law or in any way annoy other companies or private individuals. If the Customer is unsure whether an action on the Solution is permitted, it is the Customer's responsibility to contact ASERGO and request instructions.

### 6.2 Master data and permits

6.2.1 The Customer is obliged to keep his master data up to date with ASERGO so that address information, contact information, and billing information are valid at all times.

6.2.2 The Customer agrees to comply with all applicable laws and regulations connected with the Customer's business. The Customer also agrees that ASERGO does not exercise any control over the content of the Customer's information from the Solution. It is the Customer's sole responsibility to ensure that the data that the Customer sends and receive complies with all applicable laws and regulations.

6.2.3 The Customer is obliged to provide all necessary and appropriate permits and approvals from any relevant third party and public authority that applies to the installation, use, and ownership of the Solution provided by ASERGO.

## 7 Handling of Illegal or Infringing content

### 7.1 ASERGO's possible actions

7.1.1 As a Service Provider, ASERGO provides a Solution that enables the Customer to store and disseminate its data. The Customer has a free right of disposal over their data and the Solution itself. The Customer has full responsibility that there is no content on the Solution that is illegal or violates a third party's rights.

7.1.2 If a Customer stores, publishes, or links to texts, images, film clips, audio files, etc., that ASERGO can reasonably consider being illegal or contrary to the rights of a third party, ASERGO reserves the right to - without notice - to suspend the Customer's Solution without being liable for any losses that the Customer may suffer as a result of the suspension.

7.1.3 The above also applies if ASERGO assesses that the content of a customer's Solution is offensive in nature or may appear harsh.

### 7.2 Inquiries from third parties

7.2.1 If ASERGO receives an inquiry from a third party stating that there is illegal content on a customer's Solution, ASERGO will inform the Customer of the inquiry question.

7.2.2 To secure discharge from liability, ASERGO is obliged to assess whether the contested content is illegal or infringes the rights of a third party (Section 16 of the E-Commerce Act). In the assessment, ASERGO will, as far as possible, request and include relevant legal documentation, such as a ruling, court decision, or proof of ownership of rights.

7.2.3 If ASERGO, in such a context and with a reasonable degree of probability, can establish that a Customer's Solution contains material that is illegal or violates documented rights, ASERGO is entitled - without notice - to suspend that Customer's Solution without becoming liable for damages for any losses that the Customer may suffer as a result of the suspension.

## 8 ASERGO's rights

8.1 ASERGO reserves the right to change products and services from its price lists at any time.

8.2 ASERGO is entitled to assess whether the Customer uses ASERGO's products as intended. Suppose the Customer overloads his Solution to such an extent that it affects ASERGO's platform inappropriately. In that case, ASERGO may at any time temporarily close access to the Solution in question without notice. ASERGO always strives to contact the Customer to adjust the Customer's consumption or offer the Customer an alternative Solution. Suppose the Customer

does not wish to adjust the consumption or accept an alternative Solution. In that case, ASERGO can terminate the Customer's Solution with one month's notice from the initial Takeover day.

8.3 If a Solution sends out spam, phishing, Etc. ASERGO reserves the right to temporarily close access to the product and services without notice until the issue resolves. It also applies even if the product owner is not aware of the said abuse or is directly responsible.

8.4 ASERGO will continuously assess the function of scripts/programs/data on the Solutions, which may load servers or cause crashes. If this is the case, ASERGO may temporarily block access to that Solution at any time. This will, if possible, usually take place in consultation with the Customer.

8.5 In cases where ASERGO assesses that the Customer's Solution's components are obsolete and may constitute a security risk, ASERGO may at any time block access to the Solution in question. However, this will usually take place in consultation with the Customer.

8.6 ASERGO reserves the right to terminate a Customer's ongoing Solution with 30 days' written notice. In cases where the Customer has prepaid interrupted due to ASERGO's termination, the Customer receives a refund of the prepaid amount for the part of the prepaid period in which the product terminates.

8.7 In the event changes, legislation, rules, and permits issued under this and orders for changes from an authority, ASERGO may, without notice, change the Customer's rights and obligations according to the conditions, without the Customer receive any compensation.

## 9 ASERGO's responsibility

9.1 ASERGO cannot be held responsible for checking the validity of any recreated data. ASERGO is not liable for losses if the Customer's data can not recover from backup due to lack of validity.

9.2 ASERGO is not liable for damages due to unsolicited or unwanted transmission of data to/from the Customer from the Solution or as a result of the Customer's loss of personal data or software. ASERGO can also not be held liable for losses due to unauthorized access to the Customer's data and systems. The above exemptions are invalid if the loss is due to ASERGO's intentional or grossly negligent act.

9.3 ASERGO cannot be liable for any indirect losses or consequential damages to the other Party regardless of whether the loss is due to system crashes, unauthorized access, failure to provide ordered services/products, or other ASERGO conditions.

9.4 ASERGO strives to make the systems available 24 hours a day, all year round. However, ASERGO is entitled to discontinue operations when maintenance or other technical conditions make it necessary. Such interruptions will, as far as possible, notified in advance.

## 10 Termination

### 10.1 Kubernetes Cluster and Servers

10.1.1 A Subscription Agreement is automatically extended. A Customer can terminate a Subscription via his Dashboard with 24 hours' notice from before the server agreement expires.

### 10.2 Subscription agreements

10.2.1 Orders are invoiced 30 days in advance and renewed automatically unless the Customer terminates the Subscription Agreement no later than 24 hours' before the end of the initial subscription period.

### 10.3 General

10.3.1 ASERGO does not refund payments if the Customer wishes to terminate and discontinue his product in the middle of a period.

10.3.2 All terminations must take place via the ASERGO Dashboard.

10.3.3 A termination is only valid when ASERGO has confirmed the termination in writing.

## 11 Violation

11.1 The parties have the right to terminate the agreement in the event of the opposing Party's material breach of the contract. The Customer can also terminate the agreement if the delivered Solution suffers from defects, and ASERGO has not remedied these defects within a reasonable time.

11.2 In the event of one of the Parties' default, the defaulting Party shall, by written demand, have 30 days to cease defaulting. However, this does not apply to payment obligations or matters of such a nature that they cannot be created or terminated.

11.3 If the agreement terminates due to ASERGO's default, the Customer is entitled to receive all data belonging to the Customer that ASERGO has.



11.4 ASERGO may terminate the agreement in writing to the Customer if the Customer has failed to pay a sent invoice and has not paid the amount due, including interest and fees, after the reminder has forwarded.

## 12 Compensation

12.1 The parties are liable for damages per the general rules of Danish law. Compensation and any amount of fines together are limited to the redemption consideration.

12.2 ASERGO is not responsible for the following types of losses:

- Operating losses or indirect losses.
- Payroll costs of Customer's staff.
- Costs related to entering lost data and restoring systems.
- Costs related to external consultant and advisory assistance.
- Customer loss of profit and goodwill.

## 13 GDPR – Processing of personal data

13.1 A Data Processor Agreement is offered and governs terms of this processing entered into between the Parties. The Customer can request and enter into ASERGO's Data Processor Agreement via the Customer's Dashboard.

13.2 ASERGO is obliged to take the necessary technical and organizational security measures against the Customer's information accidentally or illegally destroyed, lost or degraded, and against it coming to the knowledge of unauthorized persons.

## 14 Confidentiality

14.1 The parties undertake to treat all information concerning each other's matters as confidential. Besides, the Parties undertake not to disclose such personal information to third parties without the opposing Party's prior written consent and to use only confidential information for the purpose described in the Data Processing Agreement.

14.2 The Parties are entitled to pass on information to the opposing Party's authorities in fulfillment of legal obligations. The opposing Party is obliged to disclose the confidential information to as limited an extent as possible without circumventing the authorities' requirements.

14.3 Confidential information provided to the Customer before the date of accession to these Terms of Services is covered by the confidentiality obligation, which will also apply after termination of the Parties' mutual agreement.

## 15 Force majeure

15.1 According to the agreement, neither Party shall be held liable to the opposing Party in respect of matters beyond the Party's control.

15.2 Force majeure in the event of delay may not enforce with the maximum number of working days that the force majeure situation lasts. If a deadline for ASERGO postpones due to force majeure, the payments will postpone associated will be delayed accordingly.

15.3 Force majeure may only invoke if the Party in question has given written notice to the other Party within five working days after the force majeure situation.

15.4 The Party that is not affected by force majeure is entitled to cancel the agreement if the agreed takeover day is exceeded by 60 working days due to force majeure. Cancellation requires the Parties to return what they have received from the other Party as soon as possible, and after that, no further claims exist between the Parties.

15.5 Cases of force majeure may include lightning strikes, floods, natural disasters, lack of or delayed regulatory approval, government intervention, acts of war, fire, armed conflict, terrorism, insurgency, strikes, strikes, and lockouts, including strikes and lockouts among ASERGO's employees and any subcontractors.

## 16 Automatic card payment/PayPal

16.1 An agreement on automatic card payment means that the Customer's fees for subscriptions to products and services provided by ASERGO executes by automatic transfer of the invoice amount from the Customer's payment source to ASERGO. Registration for automatic payment occurs during the order or subsequently through the Dashboard. Using PayPal, the Customer must set up a payment reference at his PayPal account. The Customer receives an invoice per e-mail when money automatically is deducted from the Customer's account due to order.

16.2 When agreeing on automatic source payment, the Customer accepts that the invoice amount is due for payment on the same day as the invoice is issued.

16.3 It is the Customer's responsibility to ensure that the registered payment source is valid. The payment information should be updated upon expiry, blocking, loss, or the like, preventing automatic Source payment. If the Customer fails to pay the invoice amount, ASERGO can send a reminder to the Customer. The Customer is responsible for all fees made automatically, and ASERGO is entitled to charge reminder letters. If the Customer does not pay after sending reminders, ASERGO is entitled to close the Customer's Solution, after which ASERGO's conditions for default occur.

## 17 Complaints and Disputes

17.1 Online Dispute Resolution by Art. 14, Paragraph 1 of the EU Online Dispute Resolution Regulations.

Online dispute resolution by Article 14, Paragraph 1 of the ODR-VO (Online Dispute Resolution Regulations): The European Commission has established a platform for online dispute resolution (ODR). You can visit the platform at <http://ec.europa.eu/consumers/odr>.

Registered court:  
The Maritime and Commercial Court in Copenhagen  
Denmark

*These terms are subject to change without any notice*