

# Terms and conditions

## 1 Terms and conditions of subscription to CleanCalculator

- 1.1 The Terms and Conditions (hereinafter the "Terms") are accepted during the subscription to the Application and shall apply to the relationship between CleanManager ApS, VAT No. DK39230992, (hereinafter "CleanManager"), and the customer accepting the Terms, (hereinafter the "Customer").
- 1.2 CleanManager reserves the right to amend the Terms. If the changes made are significant for the Customer, CleanManager will forward the Terms by email to the address provided by the Customer. CleanManager shall be entitled to send all messages and notices by email.
- 1.3 The latest version of the Terms and conditions is dated 1 December 2023.

## 2 The Scope and application of the subscription

- 2.1 The subscription gives the right to use the programme CleanCalculator (hereinafter called the "Application").
- 2.2 The right to use the subscription applies to the legal unit that took out the subscription.

## 3 Prices and payment

- 3.1 The first two weeks, is a non-committal trial period and the Application is free. The subscription to the Application, as well as subscription to additional modules comes into force when ordering and the subscription is for a quarter (three months). The Customer may add and remove modules when needed.
- 3.2 The first invoice period is from the end of the trial period until the end of a quarter, however no less than one month. If the Customer takes out a subscription within the last month of a quarter, the Customer will not receive an invoice until the following quarter. The Customer will subsequently receive quarterly invoices and the invoice is issued the first day of the quarter.
- 3.3 The current pricing is always accessible on CleanManager.uk. Prices, as well as the types of subscriptions and user types, may be subject to change with one month's notice, prior to the end of a calendar quarter.

## Payment terms and invoicing

- 3.4 The payment terms are net 8 days from the invoice date.
- 3.5 If the Customer has not paid for the subscription in due time, CleanManager will send a reminder without additional charges 7 days after the due date of the

invoice. If the Customer still does not pay for the subscription, CleanManager will send a second reminder 10 days later with a reminder fee of EUR 10.

- 3.6 If CleanManager has not received payment within 7 days after the second reminder, CleanManager will block the access to the Application and CleanManager reserves the right to terminate the contract. CleanManager will reopen access to the Application once CleanManager receives the payment, unless CleanManager has terminated the contract prior to this.
- 3.7 The Customer accepts that CleanManager sends invoices and reminders by email to the address provided by the Customer.

## **4 Updates**

- 4.1 CleanManager is entitled to make changes to and improvements of the Application.
- 4.2 In order to provide the best possible service it is necessary to periodically develop/replace technical equipment and update software etc. In this connection, CleanManager may have to interrupt access temporarily to the Application. CleanManager will primarily schedule such interruptions between 21.00 and 6.00 CET. If it is necessary to interrupt access to the Application outside this period of time, CleanManager will give prior notice.
- 4.3 CleanManager shall not be liable for interruptions between 21.00 and 06.00 CET. Nor shall CleanManager be liable for interruptions outside this period, if the interruptions have been duly notified.

## **5 Complaints**

- 5.1 If customers experience problems with the functions of the Application, the customer should contact [support@cleancalculator.org](mailto:support@cleancalculator.org).

## **6 Period of commitment and termination**

- 6.1 The contract, including the subscription to the Application and associated add-on modules, continue the following quarter, unless it is terminated with one month's notice to the end of an invoicing period. The Customer is obliged to terminate the subscription within the Application. Termination (cancellation) of add-on modules can also be done via the Application
- 6.2 If the Customer uses the Application contrary to the contract, including the Terms, or otherwise which is considered unlawful, CleanManager shall be entitled to terminate the contract without further notice.
- 6.3 The Customer owns and may freely dispose of the data of the Application. If the subscription is terminated, the Customer may receive all records, data etc. in a format specified by CleanManager.

6.4 The Customer's data shall be deleted in accordance with the Standard Contractual Clauses (see clause 9).

## **7 Liability**

7.1 The provisions below applies unless otherwise implied in mandatory legislation.

7.2 CleanManager cannot be held liable for loss due to ordinary negligence.

7.3 CleanManager shall not be liable for any third party solutions that are available and/or interact with the Application. CleanManager may therefore not be held liable for the correctness, completeness and quality of the information or the results obtained through these third party solutions. CleanManager shall not be liable for the accessibility, security and functionality of third party solutions, including possible damages and/or loss caused by third party solutions.

7.4 CleanManager shall not be liable for any operation loss, consequential loss or other indirect loss. In Terms of money, CleanManager shall not be liable for more than the amount corresponding to the Customer's payment over 12 months prior to the actionable matter, however no more than EUR 1500.

## **8 Rights**

8.1 All rights to the Application, including design, contents and sub-components such as layout, text, graphic, photos and pictures belong to the company CleanManager and may not be copied without prior written consent from CleanManager.

8.2 Individually created programs also belongs to CleanManager, unless otherwise specifically agreed in writing.

8.3 CleanManager shall be entitled to transfer the rights and obligations pursuant to this contract to a company controlled by CleanManager or an affiliated company. Apart from this, the rights and obligations may not be transferred to third party without prior written consent from the other party.

## **9 Confidentiality and data security**

9.1 CleanManager attaches great importance to data security in connection with the operation of the Application. CleanManager therefore goes to a great length to protect the personal data, which the Customer provides in connection with the use of the Application. Data which is entered in the Application will never be disclosed to others and will not be used for own, unauthorized purpose.

9.2 CleanManager reserves the right to use the Customer's company name and logo as a reference on among others CleanManager.org and CleanCalculator.org.

9.3 In respect of personal data, CleanManager will only act per request from the

Customer and in accordance with the Standard Contractual Clauses, which is annexed to these Terms and thereby an integral part of the Terms and the contract regarding subscription to the Application.

- 9.4 CleanManager has a duty of confidentiality regarding all information regarding the Customer, which CleanManager could come into possession of. CleanManager shall not be entitled to disclose such information to any third party without prior acceptance from the Customer.

## **10 Operational security**

10.1 CleanManager's aim is to provide the best possible operational security, but shall not be liable for interruptions in operations caused by matters outside CleanManager's control. This is for example power failure, error on modem equipment, ADSL-connection, telecommunication connection or the like.

10.2 CleanManager's aim is always to resume ordinary operations as quickly as possible.

## **11 Final provisions**

11.1 Amendments and supplements to the contract must be made in writing to be effective. The written form requirement can only be waived in writing. Transmission in text form, in particular by e-mail, shall also be sufficient to comply with the written form requirement.

11.2 The law of the Kingdom of Denmark shall apply, excluding the conflict of laws rules and CISG. Place of performance and jurisdiction for all disputes between Customers and CleanManager APS in connection with this contract is the seat of CleanManager ApS.

11.3 In the event of inconsistency between the Danish and English versions of this contract, the Danish version is to prevail.

CleanManager hopes that all our customers enjoy the Application.