

General Terms and Condition

May 19, 2020

These Terms and Conditions constitute an agreement (“Agreement”) between you (“you”, “your”, “user”, “Customer”) and Axpoint A/S, (“Axpoint”, “us”, “we” or “our”) for our services and any related products or services (“Service” or “Services”).

1 Axpoint Service

A. You are granted a nonexclusive right during the Term (as defined below) to use the Axpoint Software Service (the “Service” or “SaaS”) subject to the terms, conditions and restrictions set forth in this Agreement and any other restrictions stipulated to you by us in writing.

B. You agree to pay for the Service in accordance with our service prices, as further set forth below.

C. Axpoint may revise its prices upon 30 days prior notice.

D. Axpoint keeps a protected copy of your credit card numbers. This billing data belongs to you and by utilizing the Service, you grant Axpoint a license to use this data for the purposes of fulfilling our Service obligations to you and Axpoint shall otherwise use commercially reasonable efforts to keep such information confidential and secure in accordance with general industry standards. Axpoint has and will continue to be PCI compliant and agrees to comply with all applicable state and federal laws and regulations (including those relating to privacy and data security), with regards to its use, access and storage of billing data on your behalf

By accepting these Terms and Conditions the Customer and Axpoint also enters into the below “Data Processing and Privacy Agreement”, which forms part of this Agreement.

E. Following any termination or expiration of this Agreement, Axpoint will retain a copy of your billing data for a period of thirty (30) days.

2 Term and Termination

The term of this Agreement (the “Term”) shall commence as of the date you first register for, access or use of the Service, and shall continue until terminated as set forth below. You may terminate this Agreement at any time. Axpoint may terminate this Agreement at any time, for any reason or no reason (including, without limitation, for your breach of this Agreement, violation of applicable law, or violation of card association rules or regulations).

3 Payments

By subscribing to our services, you agree that the service will continue until terminated, cf. 2. Term and Termination, and you will receive an invoice by mail in relation to the billing on your saved card.

If you need to change your payment card information, for example in relation to a change of payment card, you can send an email to support@axpoint.com. Then we send a link so you can change your payment card. If your payment card expires, you automatically receive an email with a link where you can sign up for a new debit card.

4 Modifications to Agreement or Service

Axpoint reserves the right to amend or modify this Agreement at any time, but if we do, we will bring it to your attention by placing a notice on the Service, by sending you an email (i) as fast as possible if the amendment or modification is a consequence of Axpoint's obligations to comply with relevant laws or regulations, and if this is not the case then (ii) three (3) months prior to the amendment or modification. If you don't agree with the amended or modified Agreement, you are free to reject it. In this case you can terminate the Agreement without any notice in accordance with clause 2.

For the sake of good order, it shall be underlined that you are still able to use the Services during such notice period. If you use the Services in any way after a change to this Agreement is effective, that means you agree to all the changes.

You acknowledge that the operation of the Service may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and Axpoint shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of the Service.

5 Service Implementation, Registration and Payment Terms

A. You agree to provide us with current, complete and accurate registration information as prompted by the Service registration process and to maintain and properly update such information ("Registration Data").

You further agree that, in providing such Registration Data, you will not knowingly omit or misrepresent any material facts or information and that you will promptly enter corrected or updated Registration Data via the Service, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorize us to verify your Registration Data as required for your use of and access to the Service.

We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person to access and use the Service using your IDs. Furthermore, you are solely and entirely responsible for any and all activities that occur under your subscription including any charges incurred relating to the Service. You agree to immediately notify us of any unauthorized use of your subscription or any other breach of security known to you.

Notwithstanding the above Axpoint shall at all times be in compliance with all applicable privacy data laws, regulations and the Data Processing and Privacy Agreement. Should Axpoint fail to be in such compliance Axpoint shall without undue delay take all necessary steps to ensure such full compliance.

B. Axpoint will submit your payment information to the applicable payment gateway and will charge you a fee of the transactions processed by the Service.

Charges for the Service will be at the rates set forth by Service type and agreed upon by you in the Registration process. Prices established in this Agreement, and in any schedule, or related agreement hereto, are exclusive of taxes. Tax exempt status will be granted to you upon presentation of a satisfactory certificate of exemption.

C. Axpoint is not liable for any losses relating to chargebacks, fraudulent charges, or other actions by you or your customers that are deceptive, fraudulent or otherwise invalid ("Fraudulent Actions"). By using the Service, you hereby release Axpoint from any liability arising from Fraudulent Actions. You will also use best efforts to promptly notify Axpoint of any Fraudulent Actions which may affect the Service. Axpoint reserves the right, in its sole discretion, to terminate your subscription if you engage in, or permit any other user or customer to engage in, Fraudulent Actions.

6 Service Use and Limitations

We will make reasonable efforts to keep the Service operational 24 hours a day/7 days a week, except for: (i) planned downtime (of which we will use reasonable efforts to provide at least 72 hours prior notice, but in no event fewer than 8 hours prior notice); or (ii) any unavailability caused by circumstances beyond our control, including but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.

7 Proprietary Rights

The Service contains content and technology of Axpoint that is protected by copyright, trademark, patent, trade secret and other laws. As between the parties, Axpoint owns all intellectual property and other proprietary rights to the Service, including but not limited to the design, artwork, logos, functionality, and documentation relating thereto (collectively,

the "Axpoint Property"). You may not: (i) copy, modify, or reverse engineer any part of the Service or any Axpoint Property (except to the extent such restriction is prohibited by applicable law); (ii) rent, sell, lease, distribute, provide on a service bureau basis, or otherwise use the Service for the benefit of any third party; or (iii) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof. The names, logos or trademarks of any third-party companies and products mentioned on the Service may be the trademarks of their respective owners.

8 Uptime

Axpoint will make its best effort to provide all services in a timely manner. Where a specific service shall be provided on a continuous basis Axpoint shall make its best effort to do so.

9 Limitation of Liability

IN NO EVENT SHALL AXPOINT, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, OR AGENTS BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF OR RELATING TO (i) YOUR INABILITY TO USE SERVICES; (ii) YOUR MISUSE OF THE SERVICES; (iii) NONPERFORMANCE OR A FAILURE OF THE SERVICES CAUSED BY ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER, (iv) EQUIPMENT OR SOFTWARE FAILURE OR MODIFICATION; (v) TELECOMMUNICATIONS OR COMPUTER EQUIPMENT FAILURES, OR (vi) ACTS OF GOD, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL. THE FOREGOING SHALL APPLY EVEN IF AXPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Axpoint will, based on a best practice principle, seek to ensure that your access to and use of services are uninterrupted and error free, free of viruses, unauthorized code and other harmful components, and is secure. You are responsible for taking all precautions you believe necessary or advisable to protect you against any claim, damage, loss or hazard that may arise by virtue of your use of the services.

IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, AXPOINT, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AGENTS OR ANY UNDERLYING CARRIER SHOULD HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AGREE THAT IN NO EVENT SHALL THE LIABILITY OF AXPOINT, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AGENTS OR ANY UNDERLYING CARRIER TO YOU FOR ANY

REASON EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD GIVING RISE TO SUCH LIABILITY.

10 Indemnity

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS AXPOINT, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AGENTS AND ANY UNDERLYING CARRIER, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES OR DAMAGES (INCLUDING ATTORNEYS' FEES), WHETHER KNOWN OR UNKNOWN, ARISING FROM, INCURRED AS A RESULT OF, OR IN ANY MANNER RELATED TO (A) YOUR USE OF THE SERVICES, (B) ANY OTHER PERSON'S USE OF ACCOUNTS YOU MAINTAIN, REGARDLESS OF WHETHER SUCH USE IS AUTHORIZED BY YOU, OR (C) YOUR PROMISES OR STATEMENTS MADE IN THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, YOU SHALL NOT BE LIABLE FOR CLAIMS, EXPENSES OR DAMAGES ARISING FROM THE GROSSLY NEGLIGENT ACTS OF AXPOINT OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES. THIS INDEMNIFICATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11 Data Processing and Privacy Agreement

The Parties have entered into the Data Processing and Privacy Agreement.

12 Miscellaneous

A. This Agreement (including the Data Processing and Privacy Agreement) constitutes the entire agreement between you and Axpoint and supersedes any and all previous agreements, written or oral, between you and Axpoint, including previous versions of this Agreement.

B. Any notice required or permitted in this Agreement shall be sent via email (and shall be deemed to have been duly given upon receipt), (i) if to Company, at info@axpoint.com, or (ii) if to you, at the email address that you provide when registering your subscription. Either party may update its email address for notice purposes via a notice delivered in accordance with this paragraph.

C. Neither party may assign or transfer its rights or obligations under this Agreement without the other party's prior written consent; provided that either party may assign or transfer all of its rights and obligations under this Agreement without such consent to a successor-in-interest to all or substantially all of such party's assets, business or equity interests relating to this Agreement (whether effected by merger, acquisition, sale of assets, change of

control, or otherwise). Axpoint may subcontract its obligations hereunder (provided that Axpoint shall at all times remain fully responsible for the performance of any subcontractor).

D. This Agreement and the relationship between you and Axpoint shall be governed by the laws of Denmark without regard to its conflict of law provisions. You and Axpoint agree to submit to the personal and exclusive jurisdiction of the courts located within the country of Denmark.

E. The provisions of this Agreement are intended for the benefit of, and are enforceable solely by, the parties hereto, and nothing in this Agreement shall be construed as giving any other person any right, remedy or claim under or in respect of this Agreement or any provision hereof.

F. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint ventures or partners for any purpose.

G. Any failure of Axpoint to enforce or exercise a right provided in these terms is not a waiver of that right.

H. Should any provision of these terms be found invalid or unenforceable, such provision shall be limited or deleted to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

I. You and Axpoint both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, Agreement or Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

J. Axpoint company information

Axpoint A/S
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DK-2100 Copenhagen

Company registration no: DK33066953
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