

*Connie*

# Terms & Conditions

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# Legal Terms & Conditions

## 1. Introduction

1.1. These legal Terms and Conditions apply to the cloud-based Software as a Service solution (hereinafter the "Solution") provided by Connie (Connie Aps), Company Registration No. DK-42768294 (hereinafter "Supplier"). These Terms and Conditions and included appendices, together with the accepted offer by the Customer ("Customer", "You"), constitute the Parties' "Agreement".

1.2. The Supplier reserves the right to change these legal Terms and Conditions with appropriate notice of at least one (1) month. The Customer is considered to have accepted any change to the Terms and Conditions if the Customer continues to use the Service after the end of the notice period and after the amended Terms and Conditions enter into force. If the Customer cannot accept the amended Terms and Conditions, the Customer may choose to terminate their subscription to the Service following clause 9. below according to the applicable terms.

## 2. Entry Into Force & Duration

2.1. The Agreement shall enter into force as described in the offer the Customer has accepted.

2.2. The Agreement shall endure until terminated following clause 9. below.

## 3. Scope of License

3.1. The Supplier maintains all rights, including intellectual property rights and any know-how, for the Service and the associated system and database.

3.2. Subject to the Customer's final and effective payment of the subscription fee and upon the conclusion of the agreement, the Customer obtains a non-exclusive, time-limited and non-transferable right to use the Service. Unless otherwise expressly stated, the license covers the specific legal entity that has entered into the agreement with the Supplier.

3.3. Connie's services are free for 30 days after signing up. After that a subscription plan needs to be selected. This can either be done by selecting one of the plans listed at <https://www.connie.page/pricing> or by setting up an enterprise agreement with the Supplier. The licensing model and according features and limitations are based on the tiers described on this website url.

## 4. About the Service

4.1. Connie is a contract- and consent management platform. It's a cloud based software-as-a-service, where companies and organisations can sign up and use Connie to streamline, automate and digitise their contract workflows with participants, extras, location owners, research subjects, actors etc.

4.2. The Service is fully hosted on Danish data centers within the EU. See our Data Processing Agreement at <https://getconnie.com/dpa> for a full and complete list of processors and sub-processors.

4.3. At the start of the agreement period, the Service will be set up for the Customer and shall contain the functions and modules that appear in the accepted offer.

4.4. The Supplier is entitled to, at its own discretion, change the functionality and design of the Service.

4.5. The Service allows the Customer to send notification emails and PDF contract files to contract signers. By using these functions, the Customer is responsible for any privacy issues relative to data being shared in PDF's and email.

## 5. Prices & Payment

5.1. The Customer's use of the Service requires the Customer to subscribe to a valid subscription option for that specific period. Insofar that the Customer fails to pay the price outlined in the Agreement in full and on time for the use of the Service, the Supplier shall be entitled to close all or part of the Customer's access to the Service until the Supplier has received the amount due.

5.2. The customer's subscription fee is based on the selected tier and the number of seats needed. You can invite one user for each seat and swap users as you see fit.

- When you purchase a paid subscription for your workspace, you'll be billed for the number of seats you choose and according to the price for the selected tier.
- You can change the number of seats available at any time and up or downgrade between our tiers as you see fit.
- Any changes to the number of seats in your workspace will be reflected in your billing statement. If you downgrade to a cheaper tier or reduce the seats, we'll add a prorated credit to your account for the unused time.
- You will be billed for at least one seat, unless you decide to downgrade to the free tier of Connie.

5.3 The Customer can choose between monthly and yearly payments and/or invoicing instead of paying by credit card.

5.4 The customer can adjust seats and plans at any time. If the Customer downgrades to a cheaper tier or reduces the number of seats, any prepaid

amounts will be credited from future payments. The Supplier does not reimburse already paid subscriptions in other ways.

5.5. To the extent the Supplier is engaged to provide further assistance not covered by the agreed subscription services, this assistance shall be invoiced on a time basis using hourly rates for consultancy services.

5.6. All prices are indicated in EUR or DKK and exclude Danish VAT if applicable. The prices are monthly prices, and the Customer can choose between paying monthly or yearly. The prices may vary from country to country.

5.7. The Supplier also reserves the right to change the price of the subscription for the Service with a minimum of 30 days' notice. Already paid subscription periods will not be affected by the price changes, and then changes will take effect once a plan is renewed.

## 6. Maintenance & Updates

6.1. To keep the Service running optimally and for the customer's benefit, necessary maintenance and updating of both hardware and software will be carried out continuously at the Supplier's discretion. Efforts are made not to cause unnecessary interruptions in service, however, it may be necessary to close access to the Service for a limited time to perform updates. In the event of such closure, this will be done outside regular office hours to the extent possible.

## 7. Support & Service Level Agreement

7.1. The Supplier shall provide support for defects and shortcomings via telephone (Pro Plan) and email on regular working days in the period 8:30 to 16:00 CET ("Opening Hours").

## Priority 1: Critical

- System crashes
- All users within the same function are prevented from performing their work
- Business critical consequence errors
- Lack of access to relevant data

Reaction Time: < 4 hours within opening hours.

Solution Time: Work is continued uninterrupted until errors have been rectified. It also continues outside Opening Hours.

## Priority 2: Urgent

- Increased response times that affect business-critical functions
- Several users within the same function are prevented from performing their work
- Monitoring systems show general errors/long response times that affect users

Reaction Time: < 4 hours within opening hours.

Solution Time: Work is continued within Opening Hours until a "workaround" has been implemented.

## Priority 3: Standard

- Work is interrupted, but alternative work methods are found.
- The problem affects one or more users who are affected in performing their work and can only use the system in a limited capacity
- Long response times in the application or the like, but there are other job tasks which may be done at the same time

Reaction Time: < 3 days

Solution Time: Update launched within 14 days

#### Priority 4: "Workaround"

- Errors that need to be rectified without it being urgent and which may be bypassed by using the system in a way that is not the intended way
- The user has issues with the application, which affects their work but may be temporarily accepted

Reaction Time: < 5 days

Solution Time: Next update

7.2. The Supplier seeks to attain the highest operational stability for the Service. The Supplier aims for uptime for the Service of [99,5%] per month within, unless downtime is caused by matters beyond the Supplier's control, including but not limited to matters relating to the Supplier's infrastructure and subcontractors, and for which the Supplier could not or should not have taken into account.

## 8. The Customers Responsibility

8.1. The Customer is at all times solely responsible for and must bear the costs for being able to have the necessary machine and network capacity in their own environment to be able to use the Service optimally, including future updates.

8.2. The Customer may not use the Service for any illegal, pornographic, harmful, racist, harassing, violent, threatening or similar purposes or otherwise used to send viruses, spam or harm third parties. If the Customer operates in several countries and applies the Service in these countries, the Customer must comply with the laws of the relevant countries when using the Service.

8.3. The Service may not be used if the Customer provides services in direct competition with the Supplier. The Customer must notify the Supplier if this is the case and immediately cease using the Service.

8.4. The Service may not be modified or otherwise affected so that parts of the system are bypassed or replaced by other services, e.g., using APIs, scripts, or other automated processes, without direct written approval.

8.5 The document templates provided by Connie are intended to serve as general references and starting points for various legal matters. However, they should not be considered a substitute for professional legal advice or services. It is essential to consult with a qualified attorney or legal expert to ensure that the template is appropriate for your specific situation and jurisdiction.

8.6 Our document templates do not create an attorney-client relationship between you and Connie. By providing these templates, we are not acting as your attorney or legal representative. If you require personalised legal advice or representation, please consult a licensed attorney in your jurisdiction.

8.7 Connie shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from or in connection with using or misusing our document templates. This includes but is not limited to errors, inaccuracies, or any reliance placed on the content of the templates.

## 9. Termination & Exit

9.1. The Parties may terminate the Agreement at any time to the end of the active billing period.

9.2. The Parties may also terminate the Agreement insofar as one party is in material breach of its obligations under the Agreement.

9.3. Upon termination of the Agreement, the Customer can conduct one (1) free export session of his data from the Service's database, which the Customer may take with them. Additional export sessions by the Customer are invoiced separately. The Supplier ensures that the Customer can export their data for up to one (1) month after the termination of the Agreement. It is the Customer's



responsibility to ensure that the data is extracted from the Service and done within the specified period.

## 10. Processing of Personal Data & Security

10.1. In connection with providing the Service, the Supplier will process the Customer's personal data. The Customer is a data controller for the processing of personal data in the Service and the Supplier is a data processor for the Customer.

10.2. The Supplier's processing of the Customer's personal data is regulated in more detail in a separate agreement concluded between the Parties (Appendix 1 - Data Processing Agreement). The Data Processing Agreement contains separate regulations for amendment and termination of the Data Processing Agreement.

10.3. Before using the Service, the Customer shall conduct appropriate risk assessments to determine the level of security required to safeguard the Customer's data uploaded to the Service, especially concerning personal data. The Supplier shall be notified if the Customer's risk assessment requires the implementation of additional safeguards, and the Customer shall bear all costs in this regard.

10.4. The Customer is responsible for maintaining the security of its account and password. the Supplier is not liable for any loss or damage from the Customer's failure to comply with this security obligation.

10.5. Regardless of clause 10.3 above, the Supplier shall seek to maintain commercially reasonable security measures to protect all data in its possession or control, or in the possession or control of its personnel, from unauthorised access, use, copying or disclosure.

10.6. The Supplier may alter or update the Customer's account logins and passwords and the logins and passwords of any authorised users at any time throughout the subscription or trial period.

## 11. Limitation of Liability

11.1. The Parties are liable for damages in accordance with the general rules of Danish law with the limitations and restrictions stated in these Terms and Conditions.

11.2. The Supplier is not responsible for the Customer's failure to comply with the minimum system requirements for using the Service.

11.3. The Supplier is not liable for indirect losses consequential or punitive damages. Loss of business opportunities, loss of profit, loss of goodwill, loss of data, including loss in connection with data recovery, loss of interest and penalties paid by/to third parties, as well as costs for restoration and re-installation, etc., is in any case considered as indirect loss or consequential damage.

11.4. The Supplier's liability to the Customer, whatever the cause of the damage, may never exceed the lower of the following amount: (i) the sum of the last 6 months' payments from the Customer, or (ii) DKK 100.000.

11.5. The Supplier shall not be liable to the Customer when circumstances occur that impede or delay the Supplier's fulfilment of its obligations, including war, mobilisation, riots and unrest, terrorist attacks, natural disasters, strikes and lockouts, viruses, hacking, spamming, crashes or other unforeseen and extraordinary strain on the IT systems or telecommunications networks used by the Supplier, injunctions by public authorities and rights holders, or other circumstances for which the Supplier has no direct control. If one or more of the aforementioned circumstances occur, the Supplier is entitled to postpone the delivery of its services or terminate the Agreement without liability. The

Customer's remuneration is suspended for the same period the aforementioned circumstances impede fulfilment.

## 12. License & Intellectual Property Rights

12.1. The Customer has ownership rights over the data that the Customer uploads to the Service. The Supplier's rights are limited to operating, promoting and developing the Service. They must never result in disclosure of the Customer's confidential data to third parties in a non-anonymous format.

12.2. Each party can use the other party's logo, name and trademark for marketing purposes on websites, promotional material, newsletters, sales material and reports, as the using party intends, if it is used in good faith, to signal a positive collaboration with the other party to the surroundings.

## 13. Miscellaneous

13.1. The Customer is not entitled to transfer the Agreement to a third party without the Supplier's prior written consent.

13.2. The Supplier is entitled to transfer the Service with included agreements, data and content insofar as the transfer occurs as part of a merger and acquisition or other similar circumstances.

## 14. Governing Law & Jurisdiction

14.1. Insofar as the Parties cannot resolve a dispute amicably, any dispute arising between the Parties shall be governed by Danish law and settled by the Danish courts in the jurisdiction where the Supplier's headquarters is located.

Date: March 12th, 2024