

TERMS AND CONDITIONS OF SALE AND DELIVERY

These terms and conditions of sale and trade (the "Terms") apply to the provision of Prisvogter's standardised, cloud-based software-as-a-service solution (the "Solution") and supersede all previous terms and conditions of sale, delivery and trade. The Terms form an appendix to the cooperation and licence agreement entered into (the "Agreement") between Prisvogter ApS – Danish CVR no. 40188169 ("Prisvogter") and the Customer. In the event of any inconsistency, the Agreement shall prevail.

1. Nature of the Agreement

The Solution is provided as a standardised, cloud-based SaaS solution. The Customer pays for access to and use of the Solution's functionality, and not for any particular result, level of data coverage or specific dataset.

Information concerning anticipated data coverage, the number of matches, competitors, functionality or similar matters is indicative only, unless expressly stated otherwise in the Agreement.

2. Provision and Modifications

Prisvogter may make ongoing modifications to the Solution as part of further development, maintenance or technical adjustments. Such modifications shall not constitute a breach of the Agreement.

Prisvogter endeavours to maintain stable operations and carry out ongoing maintenance in accordance with generally accepted industry practice. Operational disruptions, downtime, temporary unavailability or reduced functionality, including as a result of technical circumstances, maintenance, security updates or circumstances affecting third-party suppliers, shall not constitute a breach of the Agreement.

Prisvogter shall be entitled to temporarily suspend all or part of the Solution where necessary for operational, security or maintenance reasons.

3. Data

The Solution processes and presents information obtained from third-party sources and publicly available sources, which may change over time. Variations, limitations, delays or loss of such information in terms of its scope, availability or currency shall not constitute a breach of the Agreement.

Prisvogter cannot guarantee that any particular online store, marketplace or other data source can be monitored or added to the Solution at all times. Technical changes, access restrictions, blocking measures or other circumstances affecting such sources may result in data being wholly or partially unavailable for collection. Likewise, collected data will always constitute a snapshot in time and may contain temporary errors; calculations of unit or quantity-based prices may also temporarily fail if changes occur at the relevant sources.

Data made available to Prisvogter by the Customer, including product data, cost prices, stock levels, product feeds, tags and other customer-specific information, shall remain the Customer's data and shall be used solely for the Customer's Solution.

During the term of the Agreement, Prisvogter shall have the right to process the Customer's data to the extent necessary for the provision, operation, support, development and improvement of the Solution for the Customer.

Data collected, structured, matched, calculated or generated by Prisvogter through its systems, including competitor data, matching data, historical data and derived datasets, shall belong to Prisvogter unless otherwise expressly agreed. The Customer shall be granted a non-exclusive, non-transferable right to use such data during the term of the Agreement.

The Customer may use the data in the course of its own business but may not resell, publish or systematically distribute Prisvogter's data to any third party without Prisvogter's prior written consent, unless otherwise agreed.

4. Breach of the Agreement

A breach of the Agreement shall arise only in the event of a material failure to comply with its terms. The following circumstances shall not constitute a breach: changes to the underlying data, missing or modified competitor data, operational disruptions, downtime, technical errors or temporary unavailability.

An inability to collect data from particular websites or data sources, as well as variations in product matches, shall likewise not in themselves constitute a breach of the Agreement.

Where a breach is capable of remedy, the Customer shall be entitled to invoke remedies for breach only if Prisvogter, following written notice requiring remedy, has failed to attempt to remedy the matter within a reasonable period.

5. Liability and Limitation of Liability

Prisvogter shall not be liable for the Customer's use of the Solution or for actions taken on the basis of output from the Solution. Nor shall Prisvogter be liable for any direct or indirect losses, inconvenience or consequences resulting from operational disruptions, downtime or temporary unavailability. Furthermore, Prisvogter shall not be liable for direct or indirect losses, including business interruption losses, loss of profit or intangible losses, arising from errors in collected data or the use thereof.

In addition, Prisvogter's total aggregate liability for all claims arising out of or relating to the Agreement shall be limited to an amount equal to the subscription fees paid by the Customer to Prisvogter during the 3 months immediately preceding the event giving rise to the claim.

The limitation of liability shall apply in aggregate to all claims, whether based on contract, breach, damages or any other legal ground. The limitations of liability shall not apply to the extent that liability cannot lawfully be limited or excluded under mandatory Danish law.

6. Customer Responsibilities and Use of the Solution

The Customer is responsible for its use of the Solution and for any data, reports, prices, recommendations, calculations and other information which the Customer uses or further processes on the basis of the Solution.

The Customer is solely responsible for ensuring that its use of the Solution and the data provided complies with applicable law. Prisvogter shall not be liable for the Customer's pricing, commercial actions or other decisions made on the basis of the Solution.

The Customer must not use the Solution in any manner that infringes third-party rights, breaches applicable law or involves the use of data for unlawful purposes. The Customer shall indemnify and hold Prisvogter harmless against valid third-party claims arising from the Customer's unlawful use of the Solution, use in breach of the Agreement, or use of the Customer's own data.

7. Payment

The payment terms are set out in the Agreement. In the event of failure to pay on time, Prisvogter shall be entitled to suspend access to the Solution without liability until payment has been received. Unpaid debts may be referred for debt collection.

The Customer shall be responsible for interest, fees and other costs associated with late payment and debt collection in accordance with applicable rules.

Unless otherwise agreed, Prisvogter shall be entitled, once annually with effect from 1 January, to adjust the recurring subscription fees in line with changes in the consumer price index published by Statistics Denmark. A decrease in the index shall not automatically result in a reduction of the subscription fee.

8. Term and Termination

The term of the Agreement, any minimum commitment period and the notice period are specified in the Agreement. If the Agreement contains no specific provisions in this respect, it may be terminated by giving 3 months' written notice expiring at the end of a calendar month. Termination shall not affect the Customer's payment obligations up to the effective date of termination.

9. Assignment

The Customer may not assign the Agreement or any of its rights or obligations under the Agreement to a third party without Prisvogter's prior written consent.

Prisvogter shall be entitled to assign the Agreement, in whole or in part, as part of a restructuring, business transfer, merger or transfer of the business or operations to which the Solution relates.

10. Confidentiality

The Customer and Prisvogter shall keep non-public information confidential.

The obligation of confidentiality shall survive termination of the Agreement. It shall not apply to information that is already publicly available without breach of the Agreement, is lawfully received from a third party without an obligation of confidentiality, or must be disclosed pursuant to law or an order issued by a public authority.

11. Force Majeure

Prisvogter shall not be liable for failure to perform the Agreement due to circumstances beyond its control, including but not limited to strikes, lockouts, system failures, hacking attacks, internet outages or orders issued by public authorities.

Force majeure shall also include, among other circumstances, fire, flooding, war, terrorism, cyberattacks, power failures, failures of hosting, cloud or other third-party suppliers, and material changes or restrictions affecting external data sources.

The affected party shall notify the other party of the force majeure event without undue delay, where reasonably possible. If a force majeure event prevents substantial provision of the Solution for more than 60 consecutive days, either party may terminate the Agreement by written notice.

12. Governing Law and Jurisdiction

The Agreement and the Terms shall be governed by Danish law. Any dispute between the parties that cannot be resolved amicably shall be determined by the ordinary Danish courts, with the District Court of Herning (Retten i Herning) as the agreed venue.

Last updated: 01.10.2026