

## Terms and conditions of trade

### 1 General

- 1.1 This Agreement describes the rights and obligations of the Customer and WebWordSystem ApS (hereinafter referred to as WWS) in connection with the services offered by WWS through this website.
- 1.2 WebWordSystem is a translation tool owned by DEJS Holding ApS and transferred to WWS under licence.
- 1.3 When registering for WebWordSystem, the Customer agrees to the terms and conditions of this Agreement, and the Customer confirms the Agreement at every use of WebWordSystem.

### 2 Terms and conditions applying to the use of WebWordSystem

- 2.1 The Customer shall register with WebWordSystem using correct name, address and other information.
- 2.2 Companies which buy a group licence shall appoint a group administrator, who will be responsible for creating all users in the company in question and allocating their respective passwords and user IDs. In addition, only the group administrator may transfer terms and segments to the Public area.
- 2.3 A group licence shall be the property of a single legal entity. Users from other legal entities may not be included in a user group. However, external translators (freelancers) may be included for a limited period of time.

### 3 Registration policy

- 3.1 WWS saves the Customer's basic information in connection with the Customer's registration with WWS. Basic information shall consist of name, address, email address and account number. This information shall remain on file for as long as the Customer has a business relationship with WWS.
- 3.2 Pursuant to the Danish Bookkeeping Act, WWS shall keep documentation of all purchases of goods and services for five years. As a customer of WWS, the Customer shall at all times be entitled to see the registered in-

formation. However, WWS reserves the right to charge an administrative fee in connection with such access.

- 3.3 All information which the Customer provides to WWS shall be treated as confidential and shall not be passed on to a third party.

#### **4 Breach of Agreement by the Customer**

- 4.1 WWS reserves the right to suspend or terminate the Agreement without notice if the Customer is deemed to be in breach of the terms and conditions of this Agreement, for example by providing false registration details or otherwise abusing WebWordSystem. Persons or companies whose accounts have been suspended due to material breach cannot re-register for WebWordSystem without the prior consent of WWS.
- 4.2 In case of the Customer's material breach of obligations according to the Agreement, WWS shall be entitled to suspend the Customer's access to WebWordSystem without notice. Material breach shall include for example the following situations:

The balance of the Customer's WWS purchase account is negative, and the Customer fails to pay usage fees, other fees, etc. at the request of WWS, or the Customer goes into liquidation, applies for a suspension of payments order, opens composition negotiations with creditors, etc.

#### **5 Liability**

- 5.1 Any copyright, trademark and other intellectual property pertaining to WebWordSystem belong to DEJS Holding ApS and are licensed to WWS. The Customer shall not acquire any copyright to WebWordSystem as user and shall not use WebWordSystem beyond the extent required to carry out the activities agreed between the Parties.
- 5.2 WWS shall be liable for damages under the general rules of Danish law concerning compensation for loss, with the following exceptions:
1. WWS shall not be liable for any indirect losses, including loss of profits, operating losses and other losses.
  2. WWS shall not be financially liable for incorrect translations.

3. WWS disclaims any liability relating to copyright of the terms and segments in WebWordSystem. The individual user who creates terms and segments shall assume such liability.
  4. WWS' liability under this Agreement, whether caused by negligence or otherwise, shall not exceed the amount paid for the assignment in question.
- 5.3 WWS reserves the right to implement new versions of WebWordSystem on a regular basis.

## **6 Security**

- 6.1 WWS shall be responsible for the security of customer information and has a security procedure to protect against abuse or manipulation of information administered by WWS. WebWordSystem is hosted by DanDomain, Denmark. DanDomain's security measures are described on [www.dandomain.dk](http://www.dandomain.dk).

It is nonetheless important that the Customer takes protective measures against unauthorised access to WebWordSystem by maintaining password secrecy and logging off WebWordSystem when it is not in use.

## **7 Earning rights to terms and segments**

- 7.1 Regardless of the creation date, the first user to upload a term or a segment to the Public area shall be entitled to payment when other users use the term or the segment.
- 7.2 Selected users in the educational sector may be granted permission to use the system free of charge, provided the use is part of their teaching activities.
- 7.3 The earnings right shall expire when the Customer terminates this Agreement.

## **8 Purchase and sale of terms and segments**

- 8.1 WebWordSystem automatically creates a settlement account when the Customer registers as user.

- 8.2 The user shall make a payment on account in order to use WebWordSystem. After each payment, the user shall receive an invoice for the amount paid. The system automatically calculates the cost of terms and segments used according to the current price list, and the usage shall be debited against the account on a regular basis. If the account balance reaches zero, the system automatically bars the access of the relevant user. When a new payment has been made into the account, the system shall be reopened for access.
- 8.3 The value of the terms and segments bought by other users to which the Customer has earning rights shall be credited to the settlement account on a regular basis. The calculation shall be based on the current price list. When the balance exceeds EUR 161, EUR 134 shall be transferred to the user's account. If the balance is below EUR 134, the amount may be transferred against a fee of EUR 14.
- 8.4 Payments on account shall be made by bank transfer. Any fees charged to WWS in connection with payments shall be debited against the settlement account.
- 8.5 In the event that a third party uses WebWordSystem via the Customer's user ID, the Customer shall be liable for the payment.
- 8.6 If the Customer no longer wishes to be a licensee of WebWordSystem, the Customer may request payment of the balance of the settlement account. WWS shall be entitled to a fee of EUR 14 for the transaction.

## **9 Quality**

- 9.1 Terms and segments transferred to the Public area shall comply with the current quality guidelines.
- 9.2 WWS reserves the right to return terms and segments that do not comply with the quality requirements.
- 9.3 If the Customer repeatedly transfers terms and segments that do not comply with the quality requirements, WWS reserves the right to block any further transfers to the Public area.

## **10 Transaction information**

- 10.1 All information regarding the Customer's transactions shall be saved in WebWordSystem for settlement purposes. Information regarding the Customer's transactions shall be provided to the Customer on request.
- 10.2 The transaction information shall only contain the number of words per transaction type.

## **11 Ownership of terms and segments**

- 11.1 All terms and segments in WebWordSystem shall be the property of the Customer in question. If the Customer wishes to terminate as user of WebWordSystem but does not remove own terms and segments from the system, these shall become the property of WWS.

## **12 Support**

- 12.1 All users with a full licence shall have access to WebWordSystem Support.

## **13 New development**

- 13.1 WWS shall develop WebWordSystem on an ongoing basis. Certain new functions shall be included in Support & Upgrade, others shall be modules which can be purchased separately.
- 13.2 WWS shall at any time be entitled to decide which new functions shall be part of Support & Upgrade and which shall be individual modules.

## **14. Prices**

- 14.1 WWS shall adjust the prices on an ongoing basis. The price agreed upon signing of the order confirmation shall not be changed.
- 14.2 WWS reserves the right to increase the price of Support & Upgrade on a regular basis in line with the normal price development.
- 14.2 If a Customer wishes to expand the system with new modules, more licences, etc., the prices – cf. our price list – shall be those applicable at the time of the expansion.

## 15 Termination

- 15.1 The Customer shall be entitled to terminate the Agreement with WWS at no less than 14 days' notice to the end of a period. Termination shall be in writing to WWS. WWS shall then send written confirmation of the termination to the Customer. Upon termination, any amounts paid on account shall be refunded to the Customer.
- 15.2 WWS may terminate this Agreement or parts hereof at one month's notice.

## 16 Force majeure

- 16.1 WWS shall not be liable for damages under section 5 if delivery failure or disconnection from the system is due to circumstances beyond the control of WWS, including, but not limited to, server crash, interruption of Internet connection, lightning, flood, fire, war and industrial disputes, including industrial disputes involving WWS' own staff.

## 17 Transfer of this Agreement

- 17.1 WWS shall be entitled to transfer this Agreement or parts hereof to a company in the same Group or to a third party as part of a total transfer of WWS activities.
- 17.2 The Customer shall not be entitled to transfer rights or obligations under this Agreement.

## 18 Disputes

- 18.1 Any disputes that may arise from this Agreement shall be settled according to Danish law with the Court of Kolding as legal venue.

Kolding,

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Licensee

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on behalf of WebWordSystem ApS