

BRUGERBETINGELSER	TERMS OF USE
for Actee's Hjemmeside www.actee.com, Abonnenternes Sub-Domæne, LM Konceptet og Actee's Apps	for Actee's Website, www.actee.com, the Subscribers' Sub-Domain, the LM Concept, and Actee's Apps
1. ACCEPT AF BRUGERBETINGELSERNE	1. ACCEPTANCE OF TERMS OF USE
<p>1.1 Disse Brugerbetingselser og Ansvarsfraskrivelsen gælder for enhver brug af Hjemmesiden, Sub-Domænerne, LM Konceptet og Actee's Apps, uanset om sådan brug sker som Bruger, Abonnent, Administrator, eller som Partner.</p> <p>For Abonnenter, Administratorer og Partnere gælder derudover de af Actee udstedte Abonnementsbetingselser.</p> <p>For Bruger gælder, udover disse Brugerbetingselser og Ansvarsfraskrivelsen, tillige sådanne yderligere betingselser, som den enkelte Abonnent eller Administrator udsteder vedrørende brug af dennes Sub-Domæne.</p>	<p>1.1 These Terms of Use and the Disclaimer apply to any use of the Website, the Sub-Domains, the LM Concept, and to Actee's Apps, whether such use occurs as a User, Subscriber, Administrator, or as a Partner.</p> <p>For Subscribers, Administrators and Partners Actee's Terms of Subscription apply in addition to the Terms of Use.</p> <p>For User, such additional terms as the individual Subscribers or Administrators have issued for the use of their respective Sub-Domain, apply in addition to these Terms of Use and the Disclaimer.</p>
<p>1.2 Kun den danske version af Brugerbetingselserne og Ansvarsfraskrivelsen er juridisk gældende. Oversættelser til andre sprog er udarbejdet alene af hensyn til Brugernes bekvemmelighed. I tilfælde af uoverensstemmelse mellem en oversættelse og den danske version, har den danske version forrang.</p>	<p>1.2 Only the Danish version of the Terms of Use, and the Disclaimer is legally binding. Translations into other languages have been provided purely for Users' convenience. In the event of any discrepancy between a translation and the Danish version, the Danish version shall prevail.</p>
<p>1.3 Enhver brug af Hjemmesiden, Sub-Domænerne, LM Konceptet og/eller Actee's Apps og de oplysninger og tjenester, der stilles til rådighed via nogen af disse, er underlagt den seneste version, som ændret fra tid til anden, af disse Brugerbetingselser og Ansvarsfraskrivelsen og enhver Bruger,</p>	<p>1.3 Any and all use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, and the Information and Services made available through any of these is subject to the latest version, as amended from time to time, of these Terms of Use and the Disclaimer, and any User, whether the</p>

<p>hvad enten brugen sker via Hjemmesiden, Sub-Domænerne, LM Konceptet og/eller Actee's Apps, anses gennem sin brug for at have tiltrådt Brugerbetingelserne og Ansvarsfraskrivelsen.</p>	<p>use happens via the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, is deemed through his/her use to have accepted the Terms of Use and the Disclaimer.</p>
<p>1.4 Ved accept eller stiltiende accept af Brugerbetingelserne og Ansvarsfraskrivelsen accepterer Brugere yderligere at være bundet af Actee's øvrige politikker, der er relevante for brugen af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, herunder dets Persondatapolitik og Cookies politik, som er tilgængelige på Hjemmesiden.</p>	<p>1.4 By acceptance or deemed acceptance of the Terms of Use and the Disclaimer, Users further accept to be bound by Actee's other policies that are relevant for the use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, including its Privacy policy and Cookie policy, which are available on the Website.</p>
<p>1.5 Actee kan ændre disse Brugerbetingelser, Ansvarsfraskrivelsen samt indholdet og funktionaliteten af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps fra tid til anden uden varsel til Brugeren. Brugeren kan se den seneste version af Brugerbetingelserne og Ansvarsfraskrivelsen på henholdsvis Hjemmesiden og/eller Sub-Domænerne.</p> <p>Det er Brugers ansvar at gøre sig bekendt med de til enhver tid gældende Brugerbetingelser, og Ansvarsfraskrivelsen, og fortsat brug af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps efter udsendelse af ændringer, justeringer og/eller modifikationer udgør den relevante Brugers accept af de reviderede Brugerbetingelser, og/eller Ansvarsfraskrivelsen</p>	<p>1.5 Actee may modify these Terms of Use, the Disclaimer, as well as the contents and functionality of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps from time to time without notice to User. User can review the most current version of the Terms of Use and the Disclaimer on the Website and/or the Sub-Domains, as applicable.</p> <p>It is the User's responsibility to acquaint itself with the applicable Terms of Use, and the Disclaimer, from time to time, and continued use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps following the posting of changes, alterations and/or modifications constitutes the relevant User's acceptance of the revised Terms of Use, and/or the Disclaimer.</p>
<p>1.6 Læs venligst Brugerbetingelserne og Ansvarsfraskrivelsen grundigt igennem, inden du bruger Hjemmesiden, Sub-Domæner, LM Konceptet og/eller</p>	<p>1.6 Please read the Terms of Use, and the Disclaimer carefully before using the Website, the Sub-Domains, the LM Concept and/or Actee's Apps. If User</p>

<p>Actee's Apps. Hvis Bruger ikke accepterer Brugerbetingelserne og Ansvarsfraskrivelsen, er det ikke tilladt Brugeren at bruge Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps.</p>	<p>does not agree to the Terms of Use and the Disclaimer, User is not permitted to use the Website, the Sub-Domains, the LM Concept and/or Actee's Apps.</p>
<p>1.7 Forbrugere, der ønsker at indgive klager i forbindelse med køb af Ydelser via Hjemmesiden kan gøre det i Danmark ved "Center for Klagerløsning" i Konkurrence- og Forbrugerstyrelsen, Carl Jacobsens Vej 35, 2500 Valby, Danmark, ved brug på Hjemmesiden www.forbrug.dk. Forbrugerne kan også bruge EU Commission's online "claims" portal på http://ec.europa.eu/odr. Ved indgivelse af en klage skal ansøgeren informere om Actee e-mail-adresse, info@actee.com.</p> <p>Ved klage over køb af Ydelser via Sub-Domænerne, LM Konceptet og/eller Actee's Apps skal klagen rettes mod den Abonnent eller Administrator, fra hvem Ydelsen er købt. Ved indgivelse af en klage skal klageren informere om Abonnentens eller Administrators email adresse.</p>	<p>1.7 Consumers who wish to file complaints related to the purchase of Services via the Website may do so in Denmark at "Center for Klagerløsning" in the Danish Competition and Consumer Agency, Carl Jacobsens Vej 35, 2500 Valby, Denmark, via the use of the website www.forbrug.dk. Consumers may also use the EU Commission's online claims-portal at http://ec.europa.eu/odr. When filing a complaint, the claimant shall inform of Actee's email address, info@actee.com.</p> <p>Complaints related to the purchase of Services via the Sub-Domains, the LM Concept and/or Actee's Apps shall be directed towards the Subscriber or Administrator, from whom the Service has been Purchased. When filing a complaint, the claimant shall inform of the Subscriber's or Administrator's email address</p>
<p>2. DEFINITIONER</p>	<p>2. DEFINITIONS</p>
<p>2.1 "Abonnent" betyder en Bruger, der har indgået en separat Abonnementsaftale med Actee i overensstemmelse med Abonnementsbetingelserne.</p>	<p>2.1 "Subscriber" means a User who has entered into a separate Subscription Agreement with Actee, subject to the Terms of Subscription</p>
<p>"Actee" betyder Actee ApS, et anpartsselskab, der er behørigt stiftet og registreret i henhold til dansk lov (CVR nr. 39188392), med registreret forretningsadresse og hovedkontor på Kornerups Vænge 12, 4000 Roskilde,</p>	<p>"Actee" means Actee ApS, a limited liability company duly incorporated and registered under the laws of Denmark (company registration no. 39188392), having its registered business address and principal place of business at Kornerups Vænge 12,</p>

ACTEE GROUP

<p>Danmark. Henvisninger i disse Brugerbetingelser til Actee skal omfatte dets Nærtstående, bortset fra at ingen Nærtstående eller Skadesløsholdte kan holdes ansvarlig for forpligtelser der påhviler nogen af de andre Nærtstående eller Skadesløsholdte.</p>	<p>4000 Roskilde, Denmark. References to Actee in these Terms of Use shall include its Affiliates, except that no Affiliate or Indemnitees shall be held liable for obligations of any of the other Affiliates or Indemnitees.</p>
<p>"Actee's Apps" betyder de apps, der er udviklet af eller for Actee til brug for Brugeres, Abonnenters og Administrators brug af Hjemmesiden, Sub-Domæner og LM Konceptet.</p>	<p>"Actee's Apps" means the apps developed by or for Actee for the use by Users, Subscribers and Administrators of the Website, the Sub-Domains and/or the LM Concept.</p>
<p>"Administrator(-er)" betyder den person indenfor Abonnentens egen organisation, som på vegne en Abonnement administrerer Abonnementet og tildeling af Brugeres adgang til Sub-Domænerne, LM Konceptet og/eller Actee's Apps.</p>	<p>"Administrator(-s)" means the person within Subscriber's organization who, on behalf of the Subscriber, administers the Subscription and the granting of Users' access to the Sub-Domains, the LM Concept and/or Actee's Apps.</p>
<p>"Ansvarsfraskrivelsen" betyder den ansvarsfraskrivelse, der er offentliggjort på www.actee.com, som ændret fra tid til anden.</p>	<p>"Disclaimer" shall mean the disclaimer posted on www.actee.com, as amended from time to time.</p>
<p>"Bruger" betyder en bruger, der har oprettet en brugerprofil i LM Konceptet via et Sub-Domæne, og som ved hjælp af sin brugerprofil kan bruge LM Konceptet og Actee's Apps. For såvidt angår Hjemmesiden betyder Bruger enhver, der går ind på hjemmesiden, herunder Brugere, Abonnenter og Administratorer.</p>	<p>"User" means a user who has created a user-profile in the LM Concept via a Sub-Domain, and who, through the use of their user-profile may use the LM Concept and Actee's Apps. In respect of the Website, User shall mean anyone who accesses the Website, incl. Users, Subscribers and Administrators.</p>
<p>"Brugerbetingelser" betyder disse brugerbetingelser.</p>	<p>"Terms of Use" means these terms of use.</p>
<p>"Ydelser" betyder de Oplysninger, funktioner og funktionaliteter på Hjemmesiden Sub-Domænerne, LM Konceptet og/eller Actee's Apps, der til enhver tid stilles til rådighed for</p>	<p>"Services" means the Information, features and functionality of the Website, the Sub-Domains, the LM Concept, and/or Actee's Apps, which are made available to Users</p>

<p>Brugere, inklusive Partner-Ydelser, Certificerings-Ydelser og/eller Support-Ydelser, og omfatter tillige Abonnenter og Administratorers mulighed for at udvikle og stille egne værktøjer og Ydelser til rådighed for Brugerne via Sub-Domænerne, LM Konceptet og/eller Actee's Apps.</p>	<p>from time to time, including Partner-Services, Certification-Services and/or Support-Services, and includes Subscribers' and Administrators' ability to develop and make available to Users own tools and Services via the Sub-Domains, the LM Concept and/or through Actee's Apps.</p>
<p>"Certifications-Ydelser" betyder ydelser, der leveres af Abonnenter Partners, efter Abonnentens anmodning, hvorved Partnerne er blevet bemyndiget og certificeret til at certificere Abonnentens and Abonnentens medarbejderes brug af de relevante dele af LM Konceptet, således som nærmere beskrevet på Hjemmesiden.</p>	<p>"Certification-Services" means services provided by Partners to Subscribers, upon Subscribers' request, where the Partners have been authorized and certified to certify Subscribers' and Subscribers' employees use of the relevant parts of the LM Concept, as further described on the Website.</p>
<p>"Cookie Politik" betyder cookie-politikken, offentliggjort på www.actee.com, som ændret fra tid til anden.</p>	<p>"Cookie Policy" shall mean the cookie policy posted on www.actee.com, as amended from time to time.</p>
<p>"Hjemmesiden" betyder den hjemmeside, der stilles til rådighed under adressen www.actee.com, som yderligere beskrevet under punkt 3.</p>	<p>"Website" means the website made available under the address www.actee.com, as further described under clause 3.</p>
<p>"LM Konceptet" betyder Actee's cloud-baserede software løsning, der markedsføres under navnet "ACTEE", herunder produkt-varemærker, og som bruger game'ing som redskab til organisationsudvikling, forandringsledelse, ledelse og lederudvikling, m.v. LM Konceptet stilles til rådighed via de til Abonnenterne designerede Sub-Domæner og/eller via Actee's Apps, og giver Abonnenter og disses medarbejdere mulighed for at bruge LM Konceptet og Actee's Apps og sådanne egne værktøjer og Ydelser, som Abonnenten vælger at gøre tilgængelige for Brugerne via Sub-Domænerne, LM Konceptet og/eller Actee's</p>	<p>"LM Concept" means Actee's cloud-based software solution, marketed under the name "ACTEE", amongst others under potential product-tradenames, which uses gamification as tools for organizational development, change management, leadership and leadership development, etc. The LM Concept is made available through the designated Sub-Domains and/or through Actee's Apps, enabling Subscribers and their employees to use the LM Concept and Actee's Apps and such own tools and Services which the Subscriber chooses to make available to Users via the Sub-Domains, the LM Concept, and/or Actee's</p>

ACTEE GROUP

<p>Apps. Udtrykket LM Konceptet omfatter endvidere sådanne yderligere moduler, funktioner og/eller funktionaliteter, som er eller efterfølgende tilføjes til LM Konceptet, Sub-Domænerne og/eller Actee's Apps.</p>	<p>Apps. The term LM Concept shall further include such additional modules, features and/or functionalities that are currently or subsequently added to the LM Concept, the Sub-Domains and/or Actee's Apps.</p>
<p>"Nærtstående" betyder Actee og enhver anden enhed, der direkte eller indirekte, gennem en eller flere andre parter, kontrolleres af eller er under fælles kontrol med Actee, eller som kontrollerer Actee.</p>	<p>"Affiliates" means Actee and any other entity that, directly or indirectly through one or more intermediaries or controls, is controlled by, or is under common control with Actee, or which controls Actee.</p>
<p>"Opdateringer" betyder fejlrettelser, patches, opgraderinger, forbedrede funktioner, plugins og nye versioner af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps.</p>	<p>"Updates" means bug fixes, patches, upgrades, enhanced functions, plugins and new versions of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps.</p>
<p>"Oplysninger" betyder alle oplysninger, der stilles til rådighed elektronisk til Brugere via Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, uanset om sådanne oplysninger er genereret og/eller offentliggjort af Actee, Abonnenter eller af Udbydere, eller gennem indsamling af offentligt tilgængelige data.</p>	<p>"Information" means any and all information made available electronically to Users via the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, whether such information has been generated and/or published by Actee, Subscribers, or Administrators, or through the compilation of publicly available data.</p>
<p>"Partner" betyder tredjeparts leverandører, som har tilmeldt sig som partnere på Hjemmesiden og/eller på Sub-Domænerne med tilbud om ydelse af Certificerings-Ydelser, Support-Ydelser og/eller Partner-Ydelser til Abonnenter.</p>	<p>"Partners" means third-party providers who have signed up as partners on the Website and/or the Sub-Domains, offering to provide Certification-Services, Support-Services and/or Partner-Services to Subscribers.</p>
<p>"Partner-Ydelser" betyder ydelser leveret af Partnere, på Abonnentens anmodning, hvor Partnerne administrerer Abonnementens og dennes medarbejders brug af Sub-Domænerne, LM Konceptet og/eller Actee's Apps, som nærmere beskrevet på Hjemmesiden.</p>	<p>"Partner-Services" means services provided by Partners, upon the Subscribers' request, where the Partners manage the Subscribers' and its employees' use of the Sub-Domains, the LM Concept and/or Actee's Apps, as further described on the Website.</p>

<p>"Persondatapolitik" betyder persondatapolitikken, der er offentliggjort på www. actee.com, som ændret fra tid til anden.</p>	<p>"Privacy Policy" shall mean the privacy policy posted on www. actee.com, as amended from time to time.</p>
<p>"Skadesløsholdte" betyder Actee, samt dets Nærtstående, ejere, bestyrelsesmedlemmer, direktører, medarbejdere, agenter, konsulenter, leverandører eller andre parter, der er involveret i at oprette, producere, transmittere eller distribuere Hjemmesiden, Sub-Domænerne, LM Konceptet, Actee's Apps og/eller Oplysningerne.</p>	<p>"Indemnitees" means Actee, and its Affiliates, owners, directors, officers, employees, agents, consultants, suppliers or any other parties involved in creating, producing, transmitting, or distributing the Website, the Sub-Domains, the LM Concept, Actee's Apps and/or the Information.</p>
<p>"Sub-Domæne" betyder de designerede sub-domæner, som Actee stiller til rådighed for Abonnenter og Administrator til brug for disses og deres medarbejders brug af LM Konceptet og Actee's Apps og sådanne egne værktøjer og Ydelser, som Abonnenten vælger at gøre tilgængelige for Brugere via Sub-Domænerne, LM Konceptet og/eller Actee's Apps.</p>	<p>"Sub-Domains" means the designated sub-domains that Actee makes available to Subscribers and Administrators for the purpose of their employees' use of the LM Concept and Actee's Apps and such own tools and Services which the Subscriber chooses to make available to Users via the Sub-Domains, the LM Concept, and/or Actee's Apps.</p>
<p>"Support-Ydelser" betyder ydelser leveret af Partnere, på Abonnenters anmodning, hvor Partnerne yder basis eller udvidet support i brugen af Sub-Domænerne, LM Konceptet og/eller Actee's Apps, som nærmere beskrevet på Hjemmesiden.</p>	<p>"Support-Services" means services provided by Partners, upon the Subscribers' request, where the Partners provide basic or extended support in the use of the Sub-Domains, the LM Concept and/or Actee's Apps, as further described on the Website.</p>
<p>3. HJEMMESIDEN OG SUB-DOMÆNER</p>	<p>3. THE WEBSITE AND SUB-DOMAINS</p>
<p>3.1 Hjemmesiden er Actee's egen hjemmeside, der anvendes til selskabets oplysning om selskabets services og kommunikation med Brugere, men ikke til Abonnenters og Administratorers brug af LM Konceptet</p> <p>Sub-Domæner er designerede og designede hjemmesider, som Actee tildeler Abonnenter</p>	<p>3.1 The Website is Actee's own website that is used for the company's information about its services and communication with Users, but not for Subscribers' and Administrators' use of the LM Concept.</p> <p>Sub-Domains are designated and designed websites that Actee provides to Subscribers</p>

ACTEE GROUP

	ved tegning af et Abonnement til disses brug af LM Konceptet.		upon signing up for a Subscription, for their use of the LM Concept.
3.2	Abonnenter er ansvarlige for indholdet og brugen af Sub-Domænerne, herunder for enhver mulig økonomisk disposition via Sub-Domænerne, LM Konceptet og/eller Actee's Apps, og Brugere kan ikke rejse nogen form for krav mod Actee for Abonnenternes indhold eller administration af Sub-Domænerne, LM Konceptet og/eller Actee's Apps, eller for nogen betaling eller tilbagebetaling til eller fra Abonnenter og/eller andre.	3.2	Subscribers are responsible for the content and use of the Sub-Domains, including for any potential financial transaction via the Sub-Domains, the LM Concept and/or Actee's Apps, and Users may not raise any claims against Actee for Subscribers' content or administration of the Sub-Domains, the LM Concept and/or Actee's Apps, nor for any payment or repayment made to or from the Subscribers and/or others.
3.3	Actee's træningsværktøjer o.lign. samt Abonnenternes eventuelle egne træningsværktøjer gøres tilgængelig af Abonnenter, Administratorer og Partnere på de enkelte Abonnenters Sub-Domæner og/eller via Actee's Apps, eller ved indhentelse af oplysninger fra offentligt tilgængelige kilder.	3.3	Actee's training tools etc. as well as the Subscribers' own training tools, if any, are made available by Subscribers, Administrators and Partners on the individual Subscribers' Sub-Domains and/or via Actee's Apps, or through gathering of information from publicly available sources.
3.4	Abonnenter er uafhængige tredjeparter, og Actee fungerer ikke som principal, repræsentant, mægler eller forretningsdrivende med hensyn til nogen sådan person. Brugerens forhold til enhver Abonnent og/eller Administrator, som Brugeren kontakter via Sub-Domæner, LM Konceptet og/eller Actee's Apps, er udelukkende et forhold direkte mellem Abonnenten og/eller Administrator og Brugeren, og Brugeren samtykker i ikke at holde Actee eller nogen Skadesløsholdt ansvarlig for noget tab eller erstatning af nogen slags, der opstår som følge af en forbindelse mellem Abonnenten og/eller Administrator, herunder som følge af indhold leveret af Abonnenten og/eller Administrator	3.4	Subscribers are independent third parties and Actee is not acting as a principal, agent, broker or merchant with respect to any such person. User's relation with any Subscriber and/or Administrator that User contacts through the Sub-Domains, the LM Concept and/or Actee's Apps, is solely a relation directly between the Subscriber or Administrator and the User, and User agrees not to hold Actee or any Indemnitees liable for any loss or damage of any sort incurred as the result of any interaction with the Subscriber and/or Administrator, including or as the result of the content provided by such Subscriber and/or Administrator through the Sub-Domains, the LM Concept and/or Actee's Apps.

<p>via Sub-Domæner, LM Konceptet og/eller Actee's Apps.</p>	
<p>3.5 Hvis Actee, henholdsvis en Abonnent eller Administrator, giver Brugere mulighed for at tilføje indhold til Hjemmesiden, Sub-Domæner og/eller Actee's Apps i form af anmeldelser, anbefalinger, vejledninger, o.lign., skal Actee og/eller den pågældende Abonnent eller Administrator have en tidsubegrænset, royalty-fri ret til, efter eget valg, at bruge, offentliggøre, redigere, afvise eller slette indhold, der er leveret, dog således at brug og offentliggørelse alene kan ske i anonymiseret form, og med respekt for gældende persondatabeskyttelsesregler.</p>	<p>3.5 In the event that Actee or a Subscriber or Administrator, respectively, permits Users to add content to the Website, the Sub-Domains and/or Actee's Apps in the form of reviews, recommendations, guidance, etc., Actee and/or the relevant Subscriber or Administrator shall have a perpetual royalty-free entitlement, at its absolute discretion, to use, publish, edit, refuse, or delete content provided, except that use and publishing may only take place on an anonymized basis and with due respect to applicable data privacy regulation.</p>
<p>4. BEHANDLING AF PERSONOPLYSNINGER</p>	<p>4. PROCESSING OF PERSONAL DATA</p>
<p>4.1 En Bruger kan indtaste e-mail eller bruge et anonymt gæste-brugernavn via Sub-Domænerne, LM Konceptet og/eller Actee's Apps når de opretter en brugerprofil, eller ved brug af LM Konceptet og/eller Actee's Apps, og i øvrigt kommunikere med Actee eller med Abonnenter via designerede Sub-Domæner.</p> <p>Tilsvarende kan Brugere, i forbindelse med tegning af et Abonnement, indtaste e-mail eller uploade oplysninger, herunder oplysninger om Abonnentens kontaktpersoner, Administratorer, m.v.</p>	<p>4.1 Users may enter their email or use an anonymous guest name through the Sub-Domains, the LM Concept and/or Actee's Apps when creating a user profile, or when using the LM Concept and/or Actee's Apps, and otherwise communicate with Actee or with Subscribers via the designated Sub-Domains.</p> <p>Similarly, when subscribing to a Subscription, Users may enter their email on Subscriber's contact persons, Administrators, etc.</p>
<p>4.2 Abonnenter, Administratorer og Partnere er dataansvarlig for alle personoplysninger, som en Bruger afgiver ved oprettelse af en profil eller ved brug af LM Konceptet og/eller Actee's Apps.</p>	<p>4.2 Subscribers, Administrators and Partners become the data-controller in respect of all personal information that a User gives upon a User's creation of a User profile or upon User's use of the LM Concept and/or Actee's Apps.</p>

<p>4.3 Actee er databehandler for de personoplysninger, som en Bruger afgiver ved brug af LM Konceptet og/eller Actee's Apps. Behandlingen er nødvendig for, at Actee kan levere Ydelserne, herunder Support-Ydelser samt opbevare de indtastede oplysninger i LM Konceptet og Actee's Apps.</p> <p>Actee behandler som udgangspunkt kun almindelige personoplysninger.</p> <p>Abonnenter, Administratorer og Partnere accepterer indgåelse af en databehandleraftale ved oprettelse af en profil på Hjemmesiden.</p>	<p>4.3 Actee is the data-controller for the personal data that a User provides when using the LM Concept and/or Actee's Apps. The processing is necessary for Actee to provide the Services, including Support Services, and to store the data entered in the LM Concept and Actee's Apps.</p> <p>Actee only processes general personal data as a rule.</p> <p>Subscribers, Administrators and Partners agree to the conclusion of a data processing agreement by creating a profile on the Website.</p>
<p>4.4 Oplysninger, afgivet af en Bruger, som har oprettet sig med et fiktivt gæste-brugernavn, kan som udgangspunkt ikke kategoriseres som personoplysninger.</p> <p>Disse oplysninger afgives anonymt.</p> <p>Indtastes oplysninger i LM Koncepter eller Actee's Apps, hvortil få andre Brugere har adgang, kan det dog ikke udelukkes, at oplysningerne alligevel vil kunne kategoriseres som personoplysninger.</p>	<p>4.4 Information provided by a User who has registered with a fictitious guest username cannot, in principle, be categorised as personal data.</p> <p>This information is provided anonymously.</p> <p>However, if information is entered in LM Concepts or Actee's Apps, to which few other Users have access, it cannot be excluded that the information may nevertheless be categorised as personal data.</p>
<p>4.5 Personoplysninger i Brugerprofiler vil alene blive tilgængelig for andre Abonnenter ved en Brugers egen beslutning, f.eks. i forbindelse med et jobskifte til en anden arbejdsgiver, som også er Abonnent.</p> <p>Oplysninger, afgivet af en Bruger i LM Konceptet eller Actee's Apps, anonymiseres og anvendes til sammenligninger med andre Brugere. Abonnenter, Administratorer og Partnere kan se disse oplysninger i aggregeret form.</p>	<p>4.5 Information in User profiles will only be accessible for other Subscribers upon a User's own decision in connection with a change of employment to a new employer who is also a Subscriber.</p> <p>Information provided by a User in the LM Concept or Actee's Apps is anonymized and used for comparisons with other Users. Subscribers, Administrators and Partners may view this information in aggregate form.</p>

<p>4.6 Personlige oplysninger, der er blevet indtastet eller uploadet af Brugere ved oprettelse af en Brugerprofil, vil blive opbevaret af Actee og/eller den Abonnent hvis Sub-Domæne er anvendt til indtastning eller upload af sådanne oplysninger.</p>	<p>4.6 Personal information that has been entered or uploaded by Users, including when creating a User profile, will be stored by Actee and/or the Subscriber, whose Sub-Domain is used for entering or uploading such information.</p>
<p>5. BRUGRET</p>	<p>5. GRANT TO USE</p>
<p>5.1 Brugere får en personlig, ikke-eksklusiv, ikke-overdragelig, ikke-underlicensberettiget og opsigelig ret til at bruge Hjemmesiden og – betinget af indgåelsen af et Abonnement - Sub-Domæner, LM Konceptet og/eller Actee's Apps til deres tiltænkte formål, men får ikke tildelt nogen form for ejerskab eller andre rettigheder over Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, eller deres indhold.</p>	<p>5.1 Users are granted a personal, non-exclusive, non-transferable, non-sublicensable, and revocable right to use the Website and – subject to entering into a Subscription - the Sub-Domains, the LM Concept and/or Actee's Apps for their intended use, but are not granted any ownership rights or other rights over the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, or their content.</p>
<p>5.2 Actee forbeholder sig ret til på egne vegne og på vegne Abonnenter og Administratorer, efter eget skøn, til enhver tid og af hvilken som helst årsag eller uden grund, at suspendere eller opsige en Brugers brug af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps. Actee forbeholder sig endvidere ret til, efter eget skøn, at ændre, suspendere eller afbryde alle eller visse dele af indholdet, designet, egenskaberne, funktionerne og/eller enhver anden del af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps til enhver tid uden forudgående varsel.</p> <p>Actee bemyndiger Abonnenter, Administratorer og Partnere retten til at håndhæve rettighederne ifølge denne</p>	<p>5.2 Actee reserves the right on its own behalf and on behalf of Subscribers and Administrators, at its sole discretion, at any time to suspend or terminate a User's use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, for any reason or for no reason at all. Actee further reserves the right, at its sole discretion, to change, suspend, or discontinue all or some aspects of the content, design, features, functionalities, and/or any other aspect of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps at any time and without prior notice.</p> <p>Actee's grants Subscribers, Administrators and Partners the right to exercise the rights</p>

<p>bestemmelse for såvidt angår Brugerens brug af Sub-Domæner.</p>	<p>under this clause in respect of Users' use of the Sub-Domains.</p>
<p>6. BRUGERENS FORPLIGTELSE</p>	<p>6. USER'S OBLIGATIONS</p>
<p>6.1 Brugere må kun bruge Sub-Domæner, LM Konceptet og/eller Actee's Apps til at oprette og ajourføre deres brugerprofil og til den med LM konceptet tiltænkte medarbejdertræning, , som der er oplyst om via Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, og må ikke bruge Sub-Domæner, LM Konceptet og/eller Actee's Apps til andre formål.</p>	<p>6.1 Users may only use the Sub-Domains, the LM Concept, and/or Actee's Apps for the purpose of creating and for the intended employee-training which of which information is provided via the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, and shall not use the Sub-Domains, the LM Concept and/or Actee's Apps for any other purposes.</p>
<p>6.2 Bruger har forstået og accepterer, at udskrivning, download eller anden adgang til software, materiale eller Information, opnået ved brug af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps sker efter Brugerens beslutning og for Brugerens risiko, og at Brugeren alene er ansvarlig for eventuelle skader på Brugerens computer, enhed, system eller netværk, herunder ethvert tab eller korrupsion af data.</p>	<p>6.2 User understands and agrees that any software, material or Information printed, downloaded or otherwise obtained through the use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps is made at User's own discretion and at User's risk and that User shall be solely responsible for any damage to User's computer, device, system or network, including any loss or corruption of data.</p>
<p>6.3 Ved at bruge eller indtaste oplysninger på Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, anerkender og garanterer Brugeren, at: Bruger har retten til at acceptere disse Brugerbetingelser og Ansvarsfraskrivelsen og til at bruge Hjemmesiden, Sub-Domænerne, LM Konceptet og/eller Actee's Apps</p>	<p>6.3 By using or entering any information on the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, User represents and warrants that: User has the legal capacity to agree to these Terms of Use and the Disclaimer and to use this Website, the Sub-Domains, the LM Concept and/or Actee's Apps;</p>
<p>Bruger indestår for, at dennes data, indhold og enhver information, der leveres eller bruges på Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps samt Brugerens brug af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's</p>	<p>User warrants that its data, content, and any information provided or used in the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, as well as User's use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, will not: (a) modify or</p>

<p>Apps, ikke vil; (a) ændre eller beskadige nogen af de varemærker, forretningskendetegn, eller anden immateriel ejendomsret, som Actee eller en Abonnent eller Administrator stiller til rådighed i forbindelse med Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, eller på anden måde krænke eller muliggøre overtrædelse af nogen ophavsret, patent, varemærker, servicemærker, forretningskendetegn, forretningshemmeligheder eller andre ejendomsrettigheder, markedsføring eller private rettigheder (kollektivt benævnt "Rettigheder") tilhørende nogen part, herunder tredjeparters rettigheder; (b) på nogen måde præsentere Brugeren som værende sponsoreret af, tilknyttet eller godkendt af Actee eller en Abonnent eller Administrator eller dets tilknyttede partnere; (c) bruge nogen af Rettighederne eller andet indhold tilgængeligt via Hjemmesiden, Sub-Domæner, LM Konceptet- og/eller Actee's Apps til noget andet formål end det formål, for hvilket disse er gjort tilgængelige for Brugere; (d) nedgøre eller bagtale Actee eller Abonnenter eller Administratorer, deres partnere, eller deres Rettigheder, eller nogen anden del af Hjemmesiden, Sub-Domænerne, LM Konceptet- og/eller Actee; (e) sende eller overføre indhold, der er ulovligt, truende, uanstændigt, opfordrende, pornografisk eller blasfemisk, eller noget materiale, der kan udgøre eller tilskynde til adfærd, der kunne blive betragtet som en strafbar handling, give anledning til privatretligt ansvar eller på anden måde er i strid med lovgivningen; (f) tilpasse, oversætte, modificere, opdele, demontere</p>	<p>deface any of the trademarks, trade dress or other intellectual property made available by Actee or a Subscriber or Administrator in connection with the Website, the Sub-Domains, the LM Concept and/or Actee's Apps or otherwise infringe or facilitate infringement of any copyright, patent, trademarks, service marks, trade dress, trade secret, or other proprietary, publicity, or privacy rights (collectively "Rights") of any party, including the Rights of third parties; (b) hold User out as in any way sponsored by, affiliated with, or endorsed by Actee or a Subscriber or Administrator or any Affiliates or Subscribers; (c) use any of the Rights or other content accessible through the Website, the Sub-Domains, the LM Concept and/or Actee's Apps for any purpose other than the purpose for which these have been made it available to Users; (d) defame or disparage Actee or Subscribers or Administrators, their Affiliates, or their Rights, or any other aspect of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps; (e) post or transmit any content that is unlawful, threatening, indecent, inflammatory, pornographic or profane, or any material that could constitute or encourage conduct that could be considered a criminal offense, give rise to civil liability, or otherwise violate any law; (f) adapt, translate, modify, decompile, disassemble, or reverse engineer the Website, the Sub-Domains, the LM Concept and/or Actee's Apps or any software or programs used in connection with it; (g) contain or promote any viruses, Trojan horses, worms, time bombs or other computer programming or code that is</p>
---	---

<p>eller omdanne Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps eller noget software eller programmer, der anvendes i forbindelse med disse; g) indeholde eller tilbyde nogen virus, trojanske heste, orme, tidsbomber eller anden computerprogrammering eller kode, der er designet eller påtænkt at ville beskadige, ødelægge, aflytte, downloade, forstyrre, manipulere eller på anden måde forstyrre eller overtage Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, data, personlige oplysninger, software, udstyr, servere eller indhold eller lette eller fremme hacking eller lignende adfærd (h) skaffe eller forsøge at skaffe sig adgang til evt. adgangsbegrænsede dele af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps eller til andre Brugeres oplysninger, der er beskyttet med adgangskode (i) udgive sig for nogen anden person eller enhed eller på anden måde give urigtige eller misvisende oplysninger om Brugers tilknytning til en person eller enhed og (j) begrænse eller vanskeliggøre nogen anden Bruger fra at bruge eller nyde fordel af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps (eller en anden linket hjemmeside)</p>	<p>designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, data, personal information, software, equipment, servers or content or facilitate or promote hacking or similar conduct; (h) access or attempt to access any restricted parts of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps or any other User's password-protected information; (i) impersonate any person or entity or otherwise falsely state or misrepresent User's affiliation with a person or entity; and (j) restrict or inhibit any other User from using or enjoying the Website, the Sub-Domains, the LM Concept and/or Actee's Apps (or any other linked website)</p>
<p>6.4 Brugen af indhold fra andre hjemmesider eller netværks-computere er forbudt. Links til Hjemmesiden eller til Sub-Domæner uden Actee's, eller de respektive Abonneters eller Administratorers, udtrykkelige skriftlige tilladelse er strengt forbudt.</p>	<p>6.4 The use of content on any other website or networked computers is prohibited. Links to the Website or to Sub-Domains without Actee's, or the respective Subscribers or Administrators' express written per-mission are strictly prohibited.</p>
<p>6.5 Framing, spejling, kryptering, skrabning eller dataudvinding fra Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's</p>	<p>6.5 Framing, mirroring, crawling, scraping or data mining of the Website, the Sub-Domains, the LM Concept and/or Actee's</p>

<p>Apps er strengt forbudt. Ligeledes er enhver anden adfærd af Brugere, som efter Actee's eller de respektive Abonnenters eller Administratorers egenhændige vurdering begrænser eller vanskeliggør enhver anden Bruger's brug af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps (eller nogen linket hjemmeside) ikke tilladt.</p>	<p>Apps is strictly prohibited. Likewise any other conduct by Users that in Actee's or the respective Subscribers' or Administrators' sole discretion restricts or inhibits any other User from using the Website, the Sub-Domains, the LM Concept and/or Actee's Apps (or any linked website) is not permitted.</p>
<p>6.6 Når en Bruger anvender Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps eller sender e-mails eller andre beskeder til Actee, en Abonnent, eller en Administrator, kommunikerer Brugeren elektronisk med Actee, Abonnenten og/eller Administrator, og samtykker i at modtage kommunikation fra Actee, Abonnenten og/eller Administrator elektronisk. Actee, Abonnenten og/eller Administrator kan kommunikere med Brugeren via e-mail, ved at sende meddelelser via Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, ved at aflevere meddelelser via mobile applikationer eller via andre elektroniske midler. Bruger accepterer, at alle aftaler, meddelelser, oplysninger og andre meddelelser, som Actee, Abonnenten og/eller Administrator sender til Brugeren elektronisk, opfylder ethvert retligt eller kontraktligt krav om, at sådanne meddelelser skal være skriftlige.</p>	<p>6.6 When User uses the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, or sends emails or other messages to Actee, a Subscriber or an Administrator, User is communicating with Actee, the Subscriber and/or the Administrator electronically, and consents to receive communications from Actee, the Subscriber or the Administrator, electronically. Actee, Subscribers and/or Administrators may communicate with User by email, by posting notices on the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, by delivering notifications through mobile applications or through other electronic means. User agrees that all agreements, notices, disclosures and other communications that Actee, the Subscribers and/or Administrators provide to User electronically satisfy any contractual or legal requirement that such communications be in writing.</p>
<p>7. BETALING OG BETALINGSBETINGELSER</p>	<p>7. FEES AND PAYMENT TERMS</p>
<p>7.1 Hjemmesiden stilles til rådighed for Brugere uden omkostninger, mens brug af Sub-Domænerne, LM-Konceptet og/eller Actee's Apps kræver et Abonnement, der er</p>	<p>7.1 The Website is made available to Users without any charge, whereas use of the Sub-Domains, the LM Concept and/or Actee's Apps requires a Subscription, which is</p>

	genstand for et gebyr i overensstemmelse med den gældende abonnementsaftale.		subject to a fee in accordance with the applicable Subscription agreement.
	Oplysninger om de gældende abonnementsbetalinger er tilgængelige på Hjemmesiden.		Details of the applicable Subscription payments are available on the Website.
	Tilsvarende er Abonnentens brug af Partner-Ydelser, Support-Ydelser og/eller Certificering-Ydelser underlagt betaling i overensstemmelse med de vilkår, der er aftalt mellem Abonnenten og den Partner, der leverer sådanne Ydelser.		Likewise, use by a Subscriber of any Partner-Services, Support-Services and/or Certification-Services shall be subject to payment according to the terms agreed between the Subscriber and the Partner providing such Services.
7.2	Hvis der er en betaling forbundet med en del af Ydelserne, accepterer Brugeren at betale denne. De priser, der er angivet for Ydelsen omfatter ikke nogen skatter og afgifter og valutakursgebyrer, medmindre andet er angivet. Brugere er eneansvarlige for at betale sådanne skatter, afgifter eller andre gebyrer.	7.2	If there is a charge associated with a portion of the Services, User agrees to pay that charge. The prices stated for the Services exclude all applicable taxes and duties and currency exchange settlements, unless stated otherwise. Users are solely responsible for paying such taxes, duties or other charges.
7.3	For at betale gebyrer og afgifter for Ydelser kan Brugere blive bedt om at oplyse en betalingsmetode på det tidspunkt, en Bruger køber Ydelserne eller når Brugere opretter deres Bruger-profil på Sub-Domænet, LM-Konceptet og/eller Actee's Apps. Brugere har adgang til og kan ændre deres faktureringsoplysninger og betalingsmetode på på Sub-Domænet, LM-Konceptet og/eller Actee's Apps.	7.3	To pay the fees and charges for Services, Users may be asked to provide a payment method at the time a User purchase the Services or when Users create their User account on the Sub-Domain, the LM Concept and/or Actee's Apps. Users can access and change their billing information and payment method on the Sub-Domain, the LM Concept and/or Actee's Apps.
7.4	Aktør kan til enhver tid ændre priserne på Ydelserne. Hvis en Bruger ikke accepterer prisændringen, skal Brugeren ophøre med at bruge Ydelserne før prisændringen træder i kraft. Hvis der er en fast periode og pris for en Ydelse, forbliver den pris gældende for den faste periode.	7.4	Actee may change the prices of Services at any time. If a User does not agree to the price change, User must stop using the Services before the price change takes effect. If there is a fixed term and price for a Service, that price will remain in force for the fixed term.

<p>8. EJENDOMSRET TIL DATA</p>	<p>8. OWNERSHIP TO DATA</p>
<p>8.1 Ejendomsretten til Oplysninger, der stilles til rådighed via Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, forbliver hos ejeren af sådanne oplysninger uanset om Oplysningerne er indhentet af Brugere, Actee, Abonnenter og/eller Administratorer eller via automatisk dataindsamling fra offentligt tilgængelige kilder, og uanset om Oplysningerne er blevet verificeret, kategoriseret og struktureret af Actee, Abonnenter og/eller Administratorer.</p>	<p>8.1 Ownership to Information made available through the Website, the Sub-Domains, the LM Concept and/or Actee's Apps remains with the owner of such Information, regardless of whether the Information has been compiled by Users, Actee, Subscribers and/or Administrators or through Actee through automatic data-collection from publicly available sources, and regardless whether the Information has been verified, categorized and structured by Actee, Subscribers and/or Administrators.</p>
<p>4.1 KØB AF VARER ELLER YDELSER</p>	<p>9. PURCHASE OF PRODUCTS OR SERVICES</p>
<p>9.1 Hjemmesiden, Sub-Domænerne, LM Konceptet og/eller Actee's Apps giver Brugere oplysninger om Ydelserne, samt kan desuden give oplysning om evt. øvrige ydelser, der kan købes.</p>	<p>9.1 The Website, the Sub-Domains, the LM Concept and/or Actee's Apps provide Users with information of the Services, and may provide information of additional services that may be acquired.</p>
<p>9.2 Brugers køb af en ekstra tjeneste, der er identificeret via Hjemmesiden, Sub-Domænerne, LM Konceptet og/eller Actee's Apps, er alene en transaktion mellem Brugeren og udbyderen af den ekstra tjeneste og er i forhold til Actee underlagt Ansvarsfraskrivelsen. Actee giver ingen garanti for, at: (i) en ekstra tjeneste vil opfylde Brugernes krav eller forventninger; (ii) en ekstra tjeneste vil være uafbrudt, rettidig, sikker eller fejlfri eller (iii) at kvaliteten af en ekstra tjeneste, der købes eller opnås af Brugeren via Hjemmesiden, Sub-Domænerne, LM Konceptet og/eller Actee's Apps.</p>	<p>9.2 Purchase by a User of an additional service identified via the Website, the Sub-Domains, the LM Concept and/or Actee's Apps is a transaction between the User and the provider of that additional service only, and is in relation to Actee subject to the Disclaimer. Actee makes no warranty that: (i) any additional service will meet User's requirements or expectations; (ii) any additional service will be uninterrupted, timely, secure, or error-free; or (iii) the quality of any additional service purchased or obtained by User through the Website, the Sub-Domains, the LM Concept and/or Actee's Apps.</p>

<p>10. SUPPORT</p>	<p>10. SUPPORT</p>
<p>10.1 Actee yder ingen support til Brugere med hensyn til deres brug af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, men Abonnenter er berettiget til at antage selvstrændige, bemyndigede tredjeparter til at yde Partner-Ydelser, Certificerings-Ydelser og/eller Support-Ydelser, som yderligere beskrevet på Hjemmesiden.</p>	<p>10.1 Actee does not provide any support to Users with respect to their use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, but Subscribers may engage independent, authorized Partners to provide Partner-Services, Certification-Services and/or Support-Services as further described on the Website.</p>
<p>11. MONITORERING</p>	<p>11. MONITORING</p>
<p>11.1 Actee kan vælge at foretage elektronisk overvågning af hele eller udvalgte områder af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, herunder enhver trafik på Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, og kan videregive ethvert indhold, optegnelser, eller elektronisk kommunikation af enhver art (i) for at opfylde enhver offentligretlig regulering eller lovlige myndighedsanmodning (ii) hvis sådan videregivelse er nødvendig eller hensigtsmæssig for at drive Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps; eller (iii) for at beskytte Actee's rettigheder eller ejendomsret eller Brugernes, Abonnenternes og/eller Administratorernes rettigheder.</p>	<p>11.1 Actee may elect to electronically monitor the whole or select areas of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, including any traffic on the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, and may disclose any content, records, or electronic communication of any kind (i) to satisfy any public regulation or lawful government request; (ii) if such disclosure is necessary or appropriate in order to operate the Website, the Sub-Domains, the LM Concept and/or Actee's Apps; or (iii) to protect Actee's rights or property or the rights of the Users, Subscribers and/or Administrators.</p>
<p>De samme rettigheder tilkommer Abonnenter, Administratorer og Partnere for såvidt angår Sub-Domæner.</p>	<p>The same rights apply to Subscribers, Administrators and Partners in respect of Sub-Domains.</p>
<p>11.2 Actee har ret til at kontakte enhver Bruger, som har givet sit samtykke til modtagelse af nyhedsbreve alle anden information, Actee måtte vurdere som værdifulde for</p>	<p>11.2 Actee has the right to contact any User who has consented to receive newsletters or other information, informing them of new features or functionalities on the Website,</p>

ACTEE GROUP

<p>abonnenten, med oplysning om nye funktioner eller funktionaliteter på Hjemmesiden, SubDomæner, LM Konceptet og/eller Actee's Apps, m.v., inkl. oplysning om eventuelle andre apps, der kan kommunikere med LM Konceptet og/eller Actee's Apps. Brugeren har til enhver tid ret til at trække sit samtykke til sådanne marketingaktiviteter tilbage.</p>	<p>SubDomains, the LM Concept and/or Actee's Apps, etc., including information about any other apps that may communicate with the LM Concept and/or Actee's Apps. The User has the right to withdraw his/her consent to such marketing activities at any time.</p>
<p>11.3 Actee har ret til at kontakte enhver Bruger, der har accepteret disse Brugerbetingelser, med oplysning om nye funktioner eller funktionaliteter på Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, m.v., inkl. oplysning om eventuelle andre apps, der kan kommunikere med LM Konceptet og/eller Actee's Apps. Brugeren har til enhver tid ret til at trække sit samtykke til sådanne marketingaktiviteter tilbage.</p>	<p>11.2 Actee has the right to contact any User who has accepted these Terms of Use, with information of new features or functionalities on the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, etc., incl. information of other apps that may communicate with the LM Concept and/or with Actee's Apps. User has the right at any time to withdraw its consent to such marketing activities.</p>
<p>12. ÆNDRINGER AF HJEMMESIDEN, SUB/DOMÆNER, LM KONCEPT OG/ELLER ACTEE'S APPS</p>	<p>12. CHANGES TO THE WEBSITE, SUB-DOMAINS, LM CONCEPT AND/OR ACTEE'S APPS</p>
<p>12.1 Actee har ubegrænset ret, men ingen forpligtelse, til at opdatere Hjemmesiden, Sub-Domænerne, LM Konceptet og/eller Actee's Apps med det formål at forbedre eller forenkle dets funktioner, funktionaliteter mv.</p>	<p>12.1 Actee has the unrestricted right, but no obligation, to make Updates to the Website, the Sub-Domains, the LM Concept and/or Actee's Apps with the aim to improve or simplify its features, functionalities, etc.</p>
<p>12.2 Actee kan fra tid til anden frigive opdaterede versioner af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps. Desuden kan Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps automatisk oprette forbindelse til Actee's og/eller tredjeparters servere for at kontrollere tilgængelige Opdateringer og kan</p>	<p>12.2 Actee may from time to time, issue updated versions of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps. Further, the Website, the Sub-Domains, the LM Concept and/or Actee's Apps may automatically connect to Actee's, Subscribers' and/or third party servers to check for available Updates, and may either</p>

<p>enten (a) automatisk udføre Opdateringer, eller (b) give Brugere mulighed for manuelt at acceptere Opdateringer. Ved at bruge Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, accepterer Brugerne hermed automatiske Opdateringer, og at disse Brugerbetingelser gælder for alle sådanne Opdateringer.</p>	<p>(a) automatically perform Updates, or (b) give Users the option of manually accept Updates. By using the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, Users hereby agree and consent to automatic Updates, and that these Terms of Use shall apply to all such Updates.</p>
<p>12.3 Opdateringer af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps kan påvirke Ydelserne, Informationen og funktionaliteten af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps,. Actee kan ikke gøres ansvarligt for eventuel skade på eller tab af Ydelser, Information osv. forårsaget af sådanne Opdateringer.</p>	<p>12.3 Updates to the Website, the Sub-Domains, the LM Concept and/or Actee's Apps may affect the Services, Information and functionality of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps. Actee shall not be liable for any damage or loss to Services, Information, etc. caused by such Updates.</p>
<p>13. IMMATERIELLE RETTIGHEDER</p>	<p>13. INTELLECTUAL PROPERTY RIGHTS</p>
<p>13.1 Ejendomsretten til Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, samt eventuelle ændringer deraf, tilhører Actee og/eller dets forskellige tredjepartsleverandører og distributører. Oplysninger, der findes på Hjemmesiden, må ikke kopieres, gengives, genudgives, distribueres, offentliggøres, sælges, overføres eller ændres uden udtrykkelig skriftlig tilladelse fra Actee og/eller den relevante ejer af sådanne oplysninger.</p>	<p>13.1 The Website, the Sub-Domains, the LM Concept and/or Actee's Apps, as well as any modification thereto, is the property of Actee and/or its various third-party providers and distributors. Information found on the Website, the Sub-Domains, the LM Concept and/or Actee's Apps must not be copied, reproduced, republished, distributed, posted, sold, transferred, or modified without the express written permission of Actee and/or the relevant owner of such Information.</p>
<p>13.2 Varemærker, logoer og forretningskendetegn, der vises på Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps er registrerede og/eller erhvervede rettigheder tilhørende Actee, dets Nærtstående, og/eller forskellige tredjeparter, herunder Abonnenter eller Administratorer. Ingen oplysninger på</p>	<p>The trademarks, logos and service marks displayed on the Website, the Sub-Domains, the LM Concept and/or Actee's Apps are registered and/or common law Trademarks of Actee, its Affiliates, and/or various third parties, incl. Subscribers or Administrators. No information on the Website, the Sub-Domains, the LM Concept and/or Actee's</p>

<p>Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps skal implicit eller på anden måde fortolkes som meddelelse af licens eller anden brugsret til varemærkerne, logoerne og/eller forretningskendetegnene, medmindre skriftlig tilladelse foreligger fra Actee eller en anden part, der ejer varemærkerne, logoerne og/eller forretningskendetegnene.</p>	<p>Apps shall be construed as granting, by implication or otherwise, any license or right to use any of the trademarks, logos and service marks without the written permission of Actee or such other party that owns the trademarks, logos and service marks.</p>
<p>13.3 Bruger bevarer alle immaterielle rettigheder til det indhold som en Bruger sender til Actee. Ved at indsende indhold til Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, herunder oplysninger, der er underlagt databeskyttelse, meddeler Brugeren Actee, Abonnenter, Administratorer og Partnere ret til at strukturere, kategorisere og videreudvikle sådanne oplysninger således at disse opfylder Hjemmesidens, Sub-Domænets, LM Konceptets og/eller Actee's Apps' krav. Bruger meddeler endvidere Actee, Abonnenter, Administratorer og Partnere en royaltyfri, verdensomspændende, ikke-eksklusiv licens til, så længe de registrerede eller uregistrerede rettigheder gælder, at videregive og bruge Brugers indhold eller dele deraf, på hvilken som helst måde de beslutter. Ved at indsende oplysninger til Actee, Abonnenter eller Administratorer indstår og garanterer Brugeren, at de oplysninger, der er indsendt, ejes af Bruger, at ingen andre har nogen rettigheder over Oplysningerne, og at Actee, Abonnenterne, Administratorerne og Partnerne, hvis de ønsker det, frit kan bruge Informationen, i den form den er leveret eller som modificeret af Actee, Abonnenterne, Administratorerne og Partnerne, uden</p>	<p>13.2 User retains all intellectual property rights subsisting in the content that a User submits to Actee. However, by submitting content to the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, including information that is subject to data privacy laws, User grants to Actee, Subscribers, Administrators and Partners a right to restructure, categorize, and further develop such information so that it meets the requirements of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps. Further, User grants to Actee, Subscribers, Administrators and Partners a royalty-free worldwide non-exclusive license for the duration of any registered or unregistered right to disclose and use User's content, or any part thereof, in any way they decide. By submitting any Information to Actee, , Subscribers or Administrators, User represents and warrants that the Information submitted is owned by User, that no one else has any rights in the Information and that Actee, Subscribers, Administrators and Partners are free to use the Information if they so desires, as provided or as modified by Actee, Subscribers, Administrators and Partners without the need to obtain additional permission or license from any third party.</p>

<p>yderligere tilladelse eller licens fra nogen tredjepart.</p>	
<p>13.4 Brugerens brug af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps kan omfatte muligheden for overførsel og brug af tredjeparters software eller links til tredjepartsindhold, som der er adgang til via Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps (sådan software og indhold samlet benævnt "Tredjeparts Indhold"). Bruger anerkender, at alt Tredjeparts Indhold tilhører ejerne af sådant Tredjeparts Indhold, og at det kan være beskyttet af gældende ophavsret eller andre immaterielle rettigheder. Hverken disse Brugerbetingelser eller Brugerens brug af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps for at få adgang til Tredjeparts Indhold giver Brugeren nogen rettigheder over sådant Tredjeparts Indhold.</p>	<p>13.3 User's use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps may allow download and use of third-party software or links to third-party content accessed through the Website, the Sub-Domains, the LM Concept and/or Actee's Apps (such software and content collectively, "Third-Party Content"). User acknowledges that all Third-Party Content is the property of the applicable Third-Party Content owners, and may be protected by applicable copyright or other intellectual property rights. Neither these Terms of Use, nor User's use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps to access Third-Party Content gives User any rights to such Third-Party Content.</p>
<p>14. OVERFØRSEL, OVERDRAGELSE OG VIDEREGIVELSE</p>	<p>14. TRANSFER, NOVATION AND ASSIGNMENT</p>
<p>14.1 Actee er berettiget til når som helst at overføre, overdrage og/eller videregive sine rettigheder til Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps.</p>	<p>14.1 Actee is entitled at any time to transfer, novate and/or assign its rights in the Website, the Sub-Domains, the LM Concept and/or Actee's Apps.</p>
<p>14.2 Bruger har ikke ret til hverken helt eller delvis at overføre, overdrage og/eller videregive sine rettigheder og/eller forpligtelser til at bruge Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, eller krav mod Actee, Abonnenterne eller Administratorerne til nogen tredjepart.</p>	<p>14.2 User is not entitled, neither wholly nor partly, to transfer, novate and/or assign any of its rights and/or obligations to use the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, or claims against Actee Subscribers or Administrators to any third party.</p>

<p>15. EKSPORTKONTROL OG ANDRE HANDELSBEGRÆNSNINGER</p>	<p>15. EXPORT CONTROL AND OTHER TRADE RESTRICTIONS</p>
<p>15.1 Actee, Abonnenterne eller Administratorerne indestår ikke for, at Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps kan eller må bruges i Brugerens hjemland.</p>	<p>15.1 Actee Subscribers or Administrators make no representation that the Website, the Sub-Domains, the LM Concept and/or Actee's Apps is appropriate or permitted for use in User's country of use.</p>
<p>Brugeren anerkender, at ingen del af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps eller nogen underliggende oplysninger eller teknologi, eller indholdet af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps må downloades eller på anden måde overføres eller genoverføres til lande (eller til en statsborger eller bosiddende i lande), der er omfattet af handelsrestriktioner og/eller embargoer i henhold til gældende lovgivning. Ved at gøre brug af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps Brugeren ovenstående og indestår og garanterer for, at Brugeren ikke har ophold i eller under kontrol af en statsborger eller er bosiddende i et sådant land eller som er anført på nogen liste over personer, der er underlagt handelsbegrænsninger ("Begrænsede Personer").</p>	<p>User acknowledges that no part of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps or underlying information or technology, nor the content of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, may be downloaded or otherwise exported or re-exported into any countries (or to a national or resident of any countries) that are the subject of trade restrictions and/or embargoes under applicable laws. By using the Website, the Sub-Domains, the LM Concept and/or Actee's Apps User agrees to the foregoing and represents and warrants that User is not located in or under the control of a national or resident of any such country or on any list of designated persons that are subject to trade restrictions ("Restricted Persons").</p>
<p>Brugeren anerkender og accepterer desuden, at visse funktioner på Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, såsom kryptering eller godkendelse, kan være underlagt importrestriktioner, hvis Brugeren overfører Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps eller disses indhold fra det land, hvori levering finder sted, og</p>	<p>User further acknowledges and understands that certain functionality of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps, such as encryption or authentication, may be subject to import restrictions in the event User transports the Website, the Sub-Domains, the LM Concept and/or Actee's Apps or their content from the country of delivery, and User is in such</p>

ACTEE GROUP

<p>Brugeren er i så fald ansvarlig for overholdelse af alle gældende restriktioner.</p>	<p>case responsible for complying with all applicable restrictions.</p>
<p>15.2 Det er Brugerens eget ansvar at sikre, at dennes transaktioner via Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps overholder gældende eksport- eller handelsbegrænsninger eller embargoer og/eller at dennes transaktioner med visse Begrænsede Personer overholder gældende lovgivning.</p>	<p>15.2 It is the sole responsibility of User to ensure that its transactions via the Website, the Sub-Domains, the LM Concept and/or Actee's Apps comply with applicable export or trade restrictions or embargoes and/or that transactions with certain Restricted Persons comply with applicable laws.</p>
<p>15.3 Bruger forpligter sig til at skadesløsholde Actee mod ethvert krav eller retssag mod Actee, Abonnenterne, Administratorer og Partnere, inkl. omkostninger til juridisk bistand, som skyldes Brugerens brug af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, i strid med gældende eksport- eller handelsbegrænsninger og/eller transaktioner med Begrænsede Personer.</p>	<p>15.3 User undertakes to indemnify and hold harmless Actee Actee Subscribers, Administrators and Partners from any claim or legal action against them, incl. legal cost, because of User's use of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps in violation of applicable export or trade restrictions and transaction with Restricted Persons.</p>
<p>16. TVISTER OG LOVVALG</p>	<p>16. DISPUTES AND CHOICE OF LAW</p>
<p>16.1 Disse Brugerbetingselser, herunder Ansvarsfraskrivelsen og indholdet af Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, er udelukkende underlagt og skal fortolkes i henhold til dansk lov, uden hensyntagen til danske eller andre landes internationalt privatretlige regler.</p>	<p>16.1 These Terms of Use, including the Disclaimer and the contents of the Website, the Sub-Domains, the LM Concept and/or Actee's Apps shall be governed by and construed exclusively under Danish law without regard to the conflicts of law rules of Denmark or any other jurisdiction.</p>
<p>16.2 Enhver tvist, der måtte opstå som følge af eller i forbindelse med disse Brugerbetingselser, og/eller Hjemmesiden, Sub-Domæner, LM Konceptet og/eller Actee's Apps, og som ikke kan løses i mindelighed, er underlagt Københavns Byret, Danmark, som eksklusivt værneting,</p>	<p>16.2 Any dispute arising out of or in relation to these Terms of Use, the Services and/or the Website, the Sub-Domains, the LM Concept and/or Actee's Apps shall, if it cannot be solved amicably, be subject to the sole and exclusive jurisdiction of the District Court of Copenhagen, Denmark, subject to normal appeal under applicable Danish law</p>

ACTEE GROUP

med forbehold for normal appel efter gældende dansk ret	
--	--

DATA PROCESSING AGREEMENT

Standard Contractual Clauses

pursuant to Article 28(3) of Regulation 2016/679 (the General Data Protection Regulation – “GDPR”) for the purpose of the data processor’s processing of personal data.

Between

Name

Cvr/VAT/company reg. no

Address

ZIP code and city

Country

(hereinafter ‘the data controller’)

and

Actee ApS

CVR No: 39 18 83 92

ACTEE GROUP

Kornerups Vænge 12, 1. Sal

4000 Roskilde

(hereinafter 'the data processor')

each a 'party'; together 'the parties'

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the GDPR and to ensure the protection of the rights of the data subject.

1. Content

2.	Preamble	29
3.	The rights and obligations of the data controller.....	29
4.	The data processor acts according to instructions	30
5.	Confidentiality	30
6.	Security of processing.....	30
7.	Use of sub-processors	31
8.	Transfer of data to third countries or international organisations	32
9.	Assistance to the data controller.....	33
10.	Notification of personal data breach.....	34
11.	Erasure and return of data	35
12.	Audit and inspection.....	35
13.	The parties' agreement on other terms	35
14.	Commencement and termination.....	36
15.	Signature.....	36
16.	Data controller and data processor contacts/contact points	36
Appendix A	Information about the processing.....	37
Appendix B	Sub-processors	39
Appendix C	Instruction pertaining to the use of personal data	40
Appendix D	The Parties' terms of agreement on other matters	48

2. Preamble

1. These Contractual Clauses (the Clauses) set out the rights and obligations of the data controller and the data processor when processing personal data on behalf of the data controller.
2. The Clauses have been designed to ensure the parties' compliance with Article 28(3) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
3. In the context of the provision of the services ("Services") as described in the Terms of Use for Actee and the Terms of Subscription for Actee (the "Terms") the data processor will process personal data on behalf of the data controller in accordance with the Clauses.
4. The Clauses shall take priority over any similar provisions contained in other agreements between the parties.
5. Five appendices are attached to the Clauses and form an integral part of the Clauses.
6. Appendix A contains details about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
7. Appendix B contains the data controller's conditions for the data processor's use of sub-processors and a list of sub-processors authorised by the data controller.
8. Appendix C contains the data controller's instructions with regards to the processing of personal data, the minimum security measures to be implemented by the data processor and how audits of the data processor and any sub-processors are to be performed.
9. Appendix D contains provisions for other activities which are not covered by the Clauses.
10. The Clauses along with appendices shall be retained in writing, including electronically, by both parties.
11. These Clauses shall not exempt the data processor from obligations to which the data processor is subject pursuant to the General Data Protection Regulation (the GDPR) or other legislation.

3. The rights and obligations of the data controller

1. The data controller is responsible for ensuring that the processing of personal data takes place in compliance with the GDPR (see Article 24 of the GDPR), the applicable EU or Member State¹ data protection provisions and the Clauses.
2. The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.
3. The data controller shall be responsible, among others, for ensuring that the processing of personal data, which the data processor is instructed to perform, has a legal basis.
4. The data processor acts according to instructions
 1. The data processor shall process personal data only on documented instructions from the data controller unless required to do so by Union or Member State law to which the processor is subject. Such instructions shall be specified in appendices A and C. Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses.
 2. The data processor shall immediately inform the data controller if instructions given by the data controller, in the opinion of the data processor, contravene the GDPR or the applicable EU or Member State data protection provisions.
5. Confidentiality
 1. The data processor shall only grant access to the personal data being processed on behalf of the data controller to persons under the data processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need to know basis. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.
 2. The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality.
6. Security of processing
 1. Article 32 of the GDPR stipulates that taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of

¹ References to "Member States" made throughout these Clauses shall be understood as references to "EEA Member States".

varying likelihood and severity for the rights and freedoms of natural persons, the data controller and data processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The data controller shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:

- a. Pseudonymisation and encryption of personal data;
 - b. the ability to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - d. a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
2. According to Article 32 of the GDPR, the data processor shall also – independently from the data controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the data controller shall provide the data processor with all information necessary to identify and evaluate such risks.
 3. Furthermore, the data processor shall assist the data controller in ensuring compliance with the data controller’s obligations pursuant to Articles 32 of the GDPR, by inter alia providing the data controller with information concerning the technical and organisational measures already implemented by the data processor pursuant to Article 32 of the GDPR along with all other information necessary for the data controller to comply with the data controller’s obligation under Article 32 of the GDPR.

If subsequently – in the assessment of the data controller – mitigation of the identified risks require further measures to be implemented by the data processor, than those already implemented by the data processor pursuant to Article 32 of the GDPR, the data controller shall specify these additional measures to be implemented in Appendix C.

7. Use of sub-processors

1. The data processor shall meet the requirements specified in Article 28(2) and (4) of the GDPR in order to engage another processor (a sub-processor).

2. The data processor shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior general written authorisation of the data controller.
3. The data processor has the data controller's general authorisation for the engagement of sub-processors. The data processor shall inform in writing the data controller of any intended changes concerning the addition or replacement of sub-processors at least 4 weeks in advance, thereby giving the data controller the opportunity to object to such changes prior to the engagement of the concerned sub-processor(s). Longer time periods of prior notice for specific sub-processing services can be provided in Appendix B. The list of sub-processors already authorised by the data controller can be found in Appendix B.
4. Where the data processor engages a sub-processor for carrying out specific processing activities on behalf of the data controller, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Clauses and the GDPR.

The data processor shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the data processor is subject pursuant to the Clauses and the GDPR.

5. A copy of such a sub-processor agreement and subsequent amendments shall – at the data controller's request – be submitted to the data controller, thereby giving the data controller the opportunity to ensure that the same data protection obligations as set out in the Clauses are imposed on the sub-processor. Clauses on business-related issues that do not affect the legal data protection content of the sub-processor agreement shall not require submission to the data controller.
 6. The data processor shall agree a third-party beneficiary clause with the sub-processor where – in the event of bankruptcy of the data processor – the data controller shall be a third-party beneficiary to the sub-processor agreement and shall have the right to enforce the agreement against the sub-processor engaged by the data processor, e.g. enabling the data controller to instruct the sub-processor to delete or return the personal data.
 7. If the sub-processor does not fulfil its data protection obligations, the data processor shall remain fully liable to the data controller as regards the fulfilment of the obligations of the sub-processor. This does not affect the rights of the data subjects under the GDPR – in particular, those foreseen in Articles 79 and 82 of the GDPR – against the data controller and the data processor, including the sub-processor.
8. Transfer of data to third countries or international organisations

1. Any transfer of personal data to third countries or international organisations by the data processor shall only occur on the basis of documented instructions from the data controller and shall always take place in compliance with Chapter V of the GDPR.
 2. In case transfers to third countries or international organisations, which the data processor has not been instructed to perform by the data controller, is required under EU or Member State law to which the data processor is subject, the data processor shall inform the data controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.
 3. Without documented instructions from the data controller, the data processor, therefore, cannot within the framework of the Clauses:
 - a. transfer personal data to a data controller or a data processor in a third country or in an international organisation
 - b. transfer the processing of personal data to a sub-processor in a third country
 - c. have the personal data processed in by the data processor in a third country
 4. The data controller's instructions regarding the transfer of personal data to a third country including, if applicable, the transfer tool under Chapter V of the GDPR on which they are based, shall be set out in Appendix C.6.
 5. The Clauses shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) of the GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V of the GDPR.
9. Assistance to the data controller
1. Taking into account the nature of the processing, the data processor shall assist the data controller by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the data controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.

This entails that the data processor shall, insofar as this is possible, assist the data controller in the data controller's compliance with:

- a. the right to be informed when collecting personal data from the data subject
- b. the right to be informed when personal data have not been obtained from the data subject
- c. the right of access by the data subject
- d. the right to rectification
- e. the right to erasure ('the right to be forgotten')
- f. the right to restriction of processing
- g. notification obligation regarding rectification or erasure of personal data or restriction of processing
- h. the right to data portability
- i. the right to object

- j. the right not to be subject to a decision based solely on automated processing, including profiling
2. In addition to the data processor's obligation to assist the data controller pursuant to Clause 6.4., the data processor shall furthermore, taking into account the nature of the processing and the information available to the data processor, assist the data controller in ensuring compliance with:
 - a. The data controller's obligation to without undue delay and, where feasible, no later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority at the place of the data controller's venue, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
 - b. the data controller's obligation to without undue delay communicate the personal data breach to the data subject when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;
 - c. the data controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment);
 - d. the data controller's obligation to consult the competent supervisory authority at the place of the data controller's venue, prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk.

The parties shall define in Appendix C the appropriate technical and organisational measures by which the data processor is required to assist the data controller as well as the scope and the extent of the assistance required. This applies to the obligations foreseen in Clause 9.1. and 9.2.

10. Notification of personal data breach

1. In case of any personal data breach, the data processor shall, without undue delay after having become aware of it, notify the data controller of the personal data breach.
2. The data processor's notification to the data controller shall, if possible, take place within 24 hours after the data processor has become aware of the personal data breach to enable the data controller to comply with the data controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 of the GDPR.
3. In accordance with Clause 9(2)(a), the data processor shall assist the data controller in notifying the personal data breach to the competent supervisory authority, meaning that the data processor is required to assist in obtaining the information listed below which, pursuant to Article 33(3)GDPR, shall be stated in the data controller's notification to the competent supervisory authority:

- a. The nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - b. the likely consequences of the personal data breach;
 - c. the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
 4. The parties shall define in Appendix C all the elements to be provided by the data processor when assisting the data controller in the notification of a personal data breach to the competent supervisory authority.
11. Erasure and return of data
1. On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify to the data controller that it has done so, unless Union or Member State law requires the storage of the personal data.
12. Audit and inspection
1. The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.
 2. Procedures applicable to the data controller's audits, including inspections of the data processor and sub-processors, are specified in appendices C.7. and C.8.
 3. The data processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the data controller's and data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor's physical facilities on presentation of appropriate identification.
13. The parties' agreement on other terms
1. The parties may agree on other clauses concerning the provision of the personal data processing service specifying, e.g. liability, as long as they do not contradict directly or indirectly the Clauses or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the GDPR.

14. Commencement and termination

1. The Clauses shall become effective on the date of both parties' signature.
2. Both parties shall be entitled to require the Clauses renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation.
3. The Clauses shall apply for the duration of the provision of personal data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be terminated unless other Clauses governing the provision of personal data processing services have been agreed between the parties.
4. If the provision of personal data processing services is terminated, and the personal data is deleted or returned to the data controller pursuant to Clause 11.1. and Appendix C.4., the Clauses may be terminated by written notice by either party.

15. **Signature**

1. These Clauses shall be considered as an integrated part of the Terms accepted when creating an account.
2. These Clauses shall therefore be considered as entered when creating an account.

16. Data controller and data processor contacts/contact points

1. The parties may contact each other using the following contacts/contact points:
2. The parties shall be under obligation continuously to inform each other of changes to contacts/contact points.
3. The data controller's contact/contact points are registered when creating an account.

The data processor's contact/contact points are the following:

Telephone +45 40 90 50 18
Email info@actee.com

Appendix A Information about the processing

A.1. The purpose of the data processor's processing of personal data on behalf of the data controller is: The purpose of the data processor's processing of personal data on behalf of the data controller is to deliver the Services, in accordance with the Terms.

The Services can be accessed via the data processor's website, www.Actee.com.

The data controller's use of the data processor's cloud-based Services is done by the data controller's self-service via the data processor's website. The data processor's employees can, upon request of the data controller, access data history of played games of the data controller's employees.

A.2. The data processor's processing of personal data on behalf of the data controller shall mainly pertain to (the nature of the processing):

The nature of the processing includes; storage, support and execution of the Services and provision of access to systems under Actee's control.

A.3. The processing includes the following types of personal data about data subjects:

When using the Services, data about the users is generated. These data is used to generate profile and data-views that are valuable to the user.

The data processor will, in those cases, process the types of personal data that the data controller directly or indirectly gives the data processor access to. This is typically ordinary categories of personal data cf. article 6 of the General Data Protection Regulation, such as:

- Name or nickname
- The information that users provide by filling in forms on the Website or apps
- The information that users provide when using the Services

As a rule, the data processor does not process special categories of personal data. However, this depends on the input from the users as well as the type of Service.

Data, generated in the Services, is also anonymized and pooled to be used for comparisons with other users. Subscribers, Administrators, or Partners can see the data of their attached users of the Services in an aggregated manner.

If the user log in as guest this personal data will not be connected to any user and cannot be obtained at a later stage since the data is only connected to a fictive guest name.

A.4. Processing includes the following categories of data subject:

The data controller's employees/clients that uses the Services.

A.5. The data processor's processing of personal data on behalf of the data controller may be performed when the Clauses commence. Processing has the following duration:

These Clauses shall be effective for the duration of the provision of the Services in accordance with the Terms and shall terminate automatically when the data processor no longer processes personal data on behalf of the data controller as part of the Services.

Appendix B Sub-processors

B.1. Approved sub-processors

On commencement of the Clauses, the data controller authorises the engagement of the following sub-processors, which can be found here: <https://actee.com/gdpr/>

The data controller shall on the commencement of the Clauses authorise the use of the abovementioned sub-processors for the processing described for that party.

B.2. Prior notice for the authorisation of sub-processors

The data processor's notice of any planned changes in terms of addition or replacement of sub-processors must be received by the data controller no later than thirty (30) days before the addition or replacement is to take effect, in so far this is possible.

Regardless of the above, the data controller accepts that there may be situations with a specific need for such change in terms of addition or replacement of sub-processors with a shorter notice or immediately. In such situations, the data processor will notify the data controller of such change as soon as possible.

If the data controller has any objections to such changes, the data controller shall notify the data processor thereof without undue delay before such change is to take effect. The data controller may only object to such changes if the data controller has reasonable and specific grounds for such refusal.

In case of the data controller's objection, the data controller furthermore accepts that the data processor may be prevented from providing all or parts of the agreed services. Such non-performance cannot be ascribed to the data processor's breach. The data processor will maintain its claim for payment for such services, regardless of if they cannot be provided to the data controller.

If the data controller has reasonable and specific grounds to object to the use of a sub-processor, the data controller may terminate the Services with respect to those aspects of the service that cannot be provided without the use of the sub-processor as described in Appendix D.6.

Appendix C Instruction pertaining to the use of personal data

C.1. The subject of/instruction for the processing

The data processor's processing of personal data on behalf of the data controller shall be carried out by the data processor performing the Services.

This includes the following:

- Executive and storage of the Services
- Support

C.1.1 Executive and storage of the Services

Engagement with the data processor may include the use of cloud-based platforms where the Services are performed and where the data is stored. The data processor has access to the data controller's cloud-based Services including the user data, to manage and store the Services.

C.1.2 Support

Engagement with the data processor can include support connected to Services provided by the data processor. The data processor offers the following support services, depending on the specific terms and conditions agreed with the data controller:

- Guide and help on how to use Actee in general.
- Building of games to be used by clients
- Facilitation guide and help to log users in to Actee.
- Introduction to features and functions on Actee.

Depending on the nature of the support request and the Service in need of support, data processing of personal data may be part of the support exercise.

The data controller is in control of the permitted access to any data outside of the company, user and project information generally available to the data processor.

C.2. Security of processing

The level of security shall take into account:

The data processor implements appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with the processing activities that the data processor performs for the data controller.

ACTEE GROUP

The technical and organizational measures are determined taking into account the current technical level, the implementation costs, nature, scope, context and purposes of the processing activity as well as the risk for the rights and freedoms of natural persons.

In assessing the appropriate level of security, particular account shall be taken of the risks posed by processing, in particular in the event of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed.

However, the data processor shall – in any event, and at a minimum – implement the following measures that have been agreed with the data controller:

- All employee at Actee are introduced to the security policy
- All admins working with data have 3 authentication procedures
- Log of events on all servers
- Regular penetration test are performed
- Largescale automated script testing are performed on releases.

Service and database location

- Actee Production and development is located in West Europe - Amsterdam – Netherlands

More information about Azure locations can be found here:

<https://azure.microsoft.com/da-dk/global-infrastructure/regions/>

Please also refer to Appendix B.1

<https://azure.microsoft.com/da-dk/global-infrastructure/regions/>

Data encryption

Data is encrypted both during transport and "at rest".

Database availability

Data is stored in Azure. IP must be manually added to Azure to access and expires after two hours.

Access is limited to very few users.

ACTEE GROUP

Passwords

Passwords are SHA256 encrypted with a unique salt.

Backup

Actee uses Azure to host its application and API.

The backup policy is set to preserve 5 previous versions.

Actee uses Azure to host its database. The backup policy is set to take a full backup every week.

Further, the "Point-in-time" backup function is set up so that the database can be restored at any time 35 days back in time.

More information about Azure continuity can be found here: <https://learn.microsoft.com/en-us/azure/availability-zones/business-continuity-management-program>

User's access to data via browser

Access is via the Internet via a web browser that supports https.

Actee has implemented an option for owners of a Actee account to maintain passwords that comply with ISO 27001.

Actee has implemented an option for owners of a Actee account to implement two factor authentication.

All of Actee's internal users access Actee with all security features turned on.

User access to data through API

Actee makes available a REST API.

Access is managed on several levels.

ACTEE GROUP

- A user of the API cannot access more than the role that the user has in Actee.
- Actee uses the industry-standard OAuth 2.0.
- Apps are limited by the uri that is added when created.
- Apps can only access Actee data via https.
- Apps may have additional limitations in the form of Scopes created when the App is created.

More information about the REST API can be found here:

<https://developers.actee.com/>

More information about OAuth 2.0 can be found here:

<https://aaronparecki.com/oauth-2-simplified/>

Physical access to Actee facilities

Actee is operated as a closed facility, although no information is processed physically.

All visitors are logged.

Actee is using a card based access system.

Cards are regularly accounted for in connection with termination and appointments with annual checks where employees must physically present their card.

Work from home

Actee employees have the opportunity to work from home.

All computers are encrypted and protected by access codes.

Systems are password and two factor protected.

GDPR-check

Actee runs a GDPR-check every half year where they go through the different procedures that is deemed necessary to maintain a proper level of data security.

Access to data

Only employees at Actee ApS have access to systems that contain data on data controllers employees/clients. Employees at Actee ApS only get access when they provide support for the data controllers employees/clients. All Employees at Actee APS have signed NDA agreements.

C.3. Assistance to the data controller

The data processor shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist the data controller in accordance with Clause 9.1. and 9.2. by implementing such technical and organisational measures:

C.3.1 Assistance related to personal data breach reported by data controller.

The data processor offers assistance related to personal data breach through regular support channels. This includes requests for logs, support with back-up data etc.

C.3.2 Assistance in connection with the data processors notification of a personal data breach

If the data processor becomes aware of a personal data breach the data processor must notify the data controller in accordance with Clause 10. Notice must be sent by e-mail to the data controller's contact point.

The data processor must furthermore fully cooperate to remedy the issue as soon as reasonably practicable.

C.3.3 Assistance concerning the data controller's obligation to respond to requests from data subject's

Within five (5) calendar days and in writing, notify the data controller if it receives: (i) a request from a data subject to have access to that person's personal data; or (ii) a complaint or request relating to the data controller's and/or its customers' obligations under relevant data protection laws.

Furthermore, the data processor offers data details and assistance with partial or full removal of personal data through standard support channels.

C.3.4 Assistance concerning request from the competent supervisory authority at the place of the data controller's domicile

The data processor shall without undue delay, notify the data controller if it receives a request from the competent supervisory authority at the place of the data controller's domicile or other competent governmental body requiring the data processor or any of its sub-processors to grant the supervisory authority or other applicable governmental body access to personal data. Such notice shall wherever possible, and to the extent permitted by applicable laws, be given prior to any disclosure by the data processor.

C.3.5 Assistance concerning prior consultation

Assistance concerning the data controller's obligation to consult the supervisory authority can be initiated through regular support channels. Assistance can include data documentation, log access, process documentation and other relevant review assistance where possible.

C.3.6 Assistance concerning impact assessment

Assistance concerning any impact assessments executed by the data controller can be initiated through

regular support channels. Assistance can include data documentation, log access, process documentation and other relevant review assistance where possible.

C.3.7 Technical and organizational measures

At the specific request of the data controller, the data processor shall taking into account the nature of the processing, assist the data controller as far as possible by appropriate technical and organizational measures in compliance with the data controller's obligation to respond to requests for data subjects' rights as stated in the data protection regulation.

C.4. Storage period/erasure procedures

Data is stored for as long as the data controller finds that it fulfils the purpose of the data controller.

Actee makes features available to the data controller so that the data controller can live up to those purposes.

Upon termination of the provision of personal data processing services, the data processor shall either delete or return the personal data in accordance with Clause 11.1., unless the data controller – after the signature of the contract – has modified the data controller's original choice. Such modification shall be documented and kept in writing, including electronically, in connection with the Clauses.

C.5. Processing location

Primarily from the data processor and the sub-processor's locations including locations under their and their employees' control. Additionally, the processing of personal data can take place from the data controller's locations or at a location designated by the data controller.

C.6. Instruction on the transfer of personal data to third countries

The data controller is aware of that the data processor's Services are made available through a cloud-based solution where the data processor makes use of software and IT systems, among other things, including servers provided by third parties.

To the extent that the data processor's Services make use of or are based on services provided by sub-processors in third countries, the data controller has hereby authorised and instructed the data processor to transfer personal data to a third country as further specified below.

C.6.1 – General approval of transfer of personal data to secure third countries

With the Clauses, the data controller provides a general and prior approval (instructions) for the data processor to transfer personal data to third countries if the European Commission has laid down that the third country/the relevant area/the relevant sector has a sufficient level of protection.

C.6.2 – General approval of transfer of personal data to unsecure third countries

The data controller instructs the data processor to transfer personal data to Third Countries, when necessary, in order for the data processor to deliver the Product in accordance with the Terms, including by using the listed sub-processors transferring personal data to Third Countries as described in Appendix B. Furthermore, the data processor shall be entitled to transfer personal data to Third Countries if the data controller's acts result in such a transfer.

The data processor is entitled to secure the necessary transfer basis, for example by using the Standard Contractual Clauses and thereby enter into the Standard Contractual Clauses with the relevant sub-processor. The data controller shall in so far as necessary assist the data processor on securing the transfer basis, including for example the Standard Contractual Clauses.

In case the European Commission completes new Standard Contractual Clauses subsequent to the formation of the original Standard Contractual Clauses, the data processor is authorized to renew, update and/or use the Standard Contractual Clauses in force from time to time.

The content of these Clauses shall not be deemed to change the content of such safeguards, incl. the Standard Contractual Clauses.

C.7. Procedures for the data controller's audits, including inspections, of the processing of personal data being performed by the data processor

The data processor shall make available to the data controller all information necessary to demonstrate compliance with the requirements of the Clauses. The data processor hereby provides the opportunity for and contributes to audits, including inspections carried out by the data controller or another auditor authorized by the data controller.

If an audit is performed by someone other than the data controller himself, this other auditor must be independent and non-competitive with the data processor and otherwise be subject to a duty of confidentiality and secrecy either as a result of law or as a result of a confidentiality agreement on which the data controller can support the direct auditor in question directly.

The data processor shall immediately notify the data controller if an instruction to make information available or allow for audits and inspections in the data processor's opinion is in breach of the GDPR or data protection provisions of other EU or national law.

C.8. Procedures for audits, including inspections, of the processing of personal data being performed by sub-processors

The data processor regularly audits its sub-processors using a risk-based approach based on the best practices for such audits generally applied from time to time. Such may include review of audit reports, use of questionnaires and other appropriate means.

Appendix D The Parties' terms of agreement on other matters

D.1 – In general

In relation to the data processor's processing of personal data on behalf of the data controller, the parties have agreed on the specific terms outlined below.

In case of discrepancy between the Clauses and the terms laid down in this appendix D, appendix D shall take precedence.

D.2 - Consequences of the data controller's unlawful instructions

The data controller is aware that the data processor depends on the data controller's instructions to which extent the data processor is entitled to use and process personal data on behalf of the data controller.

If the data controller's instruction is considered as unlawful according to the data processor's reasonable evaluation the data processor is able to end further processing than storage until the data controller gives supplementary instruction on whether the processed personal data once again can be processed legally or if the personal data shall be handed over or deleted. The data processor's end of processing in such situations cannot lead to breach of these Clauses or the Terms.

The data processor is not liable for any claims arising from the data processor's acts or omissions, to the extent such acts or omissions are a direct data processing activity exercised in accordance with the data controller's instructions and if the data processor is held liable or sanctioned the data controller shall hold the data processor harmless.

D.3 – Implementation of other security measures

The data processor is entitled to implement and maintain other security measures than what has been specified in the Clauses and Appendix C.2, however, provided that such other security measures as a minimum provide the same level of security as the described security measures.

D.4 – Provisions regarding a beneficiary third party in connection to sub-processors

The parties have agreed that Clause 7.6 of the Clauses (as specified below) shall not apply between the parties.

Thus, the following text shall be deleted from the Clauses: "The data processor shall in his agreement with the sub-processor include the data controller as a third-party beneficiary in the event of the bankruptcy of the data processor to enable the data controller to assume the data processor's rights and invoke these as regards the sub-processor, e.g. so that the data controller is able to instruct the sub-processor to perform the erasure or return of data."

D.5 - Use of sub-processors supplying on standard terms

Regardless of Clause 7 it is emphasized that if the data processor uses a sub-processor, who provides services on its own terms, which the data processor cannot deviate from, the sub-processor's terms for such processing performed by such sub-processor will apply. If processing is subject to a sub-processor's terms, this will be specified via <https://actee.com/gdpr/>, and such standard terms will be forwarded to the data controller at the data controller's request.

With these Clauses, the data controller accepts and instructs that such specific processing activities are based on the sub-processor's terms.

D.6 – The data controller's objection to a sub-processor

If the data controller has any objections to the application of a sub-processor, the data controller shall notify the data processor thereof without undue delay before such change is to take effect as described in Appendix B.2. The data controller may only object to such changes if the data controller has reasonable and specific grounds for such objection.

In case of the data controller's objection, the data controller furthermore accepts that the data processor may be prevented from providing all or parts of the agreed services according to the Terms. Such non-performance cannot be considered as breach of contract. The data processor will maintain its claim for payment for such service, regardless of whether the service can be provided to the data controller. However, the data controller may terminate the Services with respect to those aspects of the service that cannot be provided without the use of the sub-processor. A termination shall be made in accordance with the provisions on termination in the Terms, and the termination notice stated in the Terms likewise applies. Any prepaid payments covering the remainder of the term of the Terms following the expiry of the termination period will be refunded to the data controller.

D.7 – Compensation

The data processor is entitled to receive reasonable payment for time spent as well as other direct costs incurred by the data processor relating to assistance and services provided by the data processor to the data controller. Such assistance and services may include but is not limited to assistance and service described in Clause 9, 10, 12, C.3 and C.7, changes to the instruction, cooperation with supervisory authorities etc.

The compensation is calculated on the basis of the time spent and the agreed hourly rates in the Terms regarding the data processor's provision of services to the data controller, and if no hourly rates have been agreed on, the data processor's current hourly rates will be applied, with the addition of any cost paid, including also cost to be paid by the data processor for the assistance of sub-processors.

If the data processor's assistance and/or service leads to claims for increased security measures to be observed in relation to agreement regarding the data processor's provision of services to the data controller and Appendix C, the data processor will, as far as possible, implement such additional security measures pursuant to further agreement with the data controller, provided that the data processor receives payment for such work. The data processor shall furthermore be entitled to receive payment for the implementation of other security measures if the data processor's ongoing evaluations leads to increased requirements for such security measures compared to the Clauses regarding the data processor's provision of services to the data controller. The data processor will introduce and implement such additional security measures pursuant to further agreement with the data controller.

Regardless of the above a party does not have the right to claim compensation for assistance, service or implementation of changes to the extent where such assistance or changes are a direct consequence of the party's own breach of these Clauses.

D.8 - Limitation of liability

The limitation of liability in the Terms of Use and Terms of subscription applies to the data processor's processing of the personal data under these Clauses, including with regard to art. 82 of the General Data Protection Regulation.

D.9 – Claims from data subjects

Each party is responsible and liable for claims arising from the data subjects in accordance with article 82 of the General Data Protection Regulation. In relation to claims between the data controller and the data processor in consequence of claims from the data subjects the limitation of liability in the Terms shall apply as described in section D.8. A data controller's claim against the data processor cannot exceed the cap in the Terms. Furthermore, the data controller shall hold the data processor harmless for claims from the data controller's data subjects, which may be made towards the data processor but exceeds the cap just like allocation of responsibility and liability between the parties in general takes places in accordance with article 82 of the General Data Protection Regulation as described above.