



# TERMS OF USE - subscription to EasySignup.com

## 1.0. Background information and purpose

1.1. EasySignup.com is owned and operated by the Danish limited liability company NemTilmeld.dk ApS, Strømmen 6, 9400 Nørresundby, Denmark, VAT no. DK27673120.

1.2. EasySignup.com offers businesses (in the following referred to as "Subscriber") to subscribe to an online signup and registration system that can be used for events that require the Subscriber's guests (in the following referred to as "Attendee") to sign up, register and possibly pay a fee before attending an event. The system is delivered in the form of an online self-service system. EasySignup.com provides a set of terms of registration (in the following referred to as "Terms of Registration") that will automatically be generated in the system based on the information provided by the Subscriber when creating or editing an event. The Terms of Registration govern the relationship between Subscriber and Attendee.

1.3. This set of Terms of Use (in the following referred to as "Terms") applies to all Subscribers who use or subscribe to EasySignup.com's services.

1.4. When creating any new subscription with EasySignup.com a data processing agreement (in the following referred to as "DPA") will be entered to set up the rights and obligations in effect when the data processor processes personal information on behalf of the data controller in the self-service system. The DPA and the Terms shall be interdependent and cannot be terminated separately. The DPA may however - without termination of the Terms - be replaced by an alternative valid DPA in return for additional payment. The Terms present are referred to as the "Main Agreement" in the DPA.

1.5. The personal data about the Subscriber and their users (given access to the administration by the Subscriber) in the self services system, meaning your personal data, is used for the purpose of EasySignup.com for us to deliver the self services system to you. EasySignup.com is therefore data controller for your, as a user of the self services system, personal data. EasySignup.com's processing of your personal data is regulated in the "Cookie- and privacy policy" at the address [www.EasySignup.com/terms/cookie-and-privacy-policy/en/](http://www.EasySignup.com/terms/cookie-and-privacy-policy/en/). EasySignup.com's own processing of your personal data is not regulated by the DPA.

1.6. When creating a new subscription of any kind with EasySignup.com, the terms must be read and approved by checking the dedicated checkbox during the signup process.

## 2.0. Creating a subscription

2.1. Creation of any account or subscription to EasySignup.com is carried out on the website EasySignup.com, where any required relevant information including name etc. is provided by the Subscriber.

2.2. The subscription's type, time period and additional options are chosen by selecting the desired plan of subscription. An overview of the available subscription plans is available at EasySignup.com.

2.3. The subscription automatically recurs for the same period of time as originally chosen. Cancellation of the subscription must be received in writing no later than 14 days before expiration of the subscription. The cancellation must be received through the ticket system within the administration interface, by email to [info@easysignup.com](mailto:info@easysignup.com) or by letter to NemTilmeld.dk ApS, Strømmen 6, 9400 Nørresundby, Denmark arriving no later than 14 days before the subscription's last day.

2.4. Subscriber is subsequently able to modify the chosen subscription period as well as any additional options for time period or extent. This is done by contacting EasySignup.com within the time limit specified in item 2.3. Changes have immediate effect unless the changes result in additional cost to the Subscriber in which case changes have effect once full payment has been received.

2.5. EasySignup.com reserves the right to, without compensation or indemnification to the Subscriber, refuse a Subscriber to create or uphold a subscription, if deemed by EasySignup.com as inappropriate or harmful to EasySignup.com's reputation.

2.6. Specifically for subscriptions of the type "Basic": If a subscription of the type "Basic" has been created on EasySignup.com, there is no fixed subscription cost. Subscriber however pays a chosen amount in advance when creating the account. At the same time Subscriber's credit card is linked to the EasySignup.com account. For each completed registration, a fee is subtracted from the prepaid balance. Current rates per registration and minimum amount to be paid in advance, can be seen at any time by visiting [www.EasySignup.com](http://www.EasySignup.com). Once the prepaid balance is too low for a new sign up to be registered, the previously chosen amount is withdrawn from Subscriber's credit card in order for the prepaid balance to once again reach the full desired amount. Any changes to the fee subtracted for each registration, can be made with 30 days notice. The changes will not be reason to refund the prepaid amount.

## 3.0. Payment

3.1. All subscription costs on EasySignup.com are listed in United States dollar (USD) and is excluding Value Added Tax (VAT) or other sales tax.

3.2. When creating a subscription, the period's subscription cost is paid in full and in advance.

3.3. As long as the subscription has not been canceled, payment for any subsequent subscription period must be received in full, no later than the business day before the current subscription's expiration date.

3.4. If payment has not been received according to item 3.3. Subscriber is reminded to pay within a specified date. If full payment does not occur within the specified date, access to Subscriber's user account(s) is immediately disabled so that the system cannot be used by Subscriber nor Attendee to manage events, payments, sign up etc.

3.5. Subscriber is still liable for any outstanding payment according to item 3.4, for the entire subscription period. The subscription will then automatically be considered as canceled when the subscription period ends.

3.6. Payment must take place immediately when creating an account. Payment can only take place through one of the accepted payment methods offered on the subscription page. Subscriber bears any credit card or payment fee that may occur during the payment process.

3.7. During creation of an account, Subscriber chooses how upcoming subscription periods are to be paid.

3.8. EasySignup.com offers through EasySignup.com the creation of a free account to Subscribers who exclusively make use of the system in a way that is considered non-commercial and when administration of the self-service system is carried out by unpaid staff. Should EasySignup.com at any time deem that the system is used for commercial purposes, EasySignup.com may at any time charge the full amount for a subscription according to the terms and conditions for a regular subscription mentioned in item 3.1. as well as retain any outstanding amount from the monies collected in signup fees from Attendees referred to in item 4.5. Exempt from this are Subscribers currently using EasySignup.com's offer of trying the self-service system free for one event.

3.9. For accounts of the type "Basic", please see item 2.6.

3.10. Any changes in cost that may differ from the existing agreement are to be announced at least 30 days prior to renewal of the existing subscription. The changes will be in effect during the upcoming renewal of the existing subscription. Due to the changes, a subscription may be canceled so that it will no longer renew when the active subscription expires. An annual adjustment of prices with +2% is exempt and will occur without any prior notice.

## **4.0. Use of the self-service system**

4.1. Once a subscription is created and payment for the subscription has been received in full, EasySignup.com will create a user account on EasySignup.com for the Subscriber. Using this account, the Subscriber can create events and during any time access information about current and previous events.

4.2. Type of events, number of events as well as number of signups that can be created or registered in each subscription period depend on the type of subscription chosen by the Subscriber according to item 2.2.

4.3. The system is a self-service system and can only be used to register an Attendee's signup and/or payment for a created event if the Terms of Registration that are automatically generated when creating or editing an event, have been read and accepted by the Subscriber or one of the Subscriber's additional authorized users.

4.4. In the event that a subscription is canceled or no longer active due to lack of payment, Subscriber's user account(s) will be disabled, and the system can no longer be used by Subscriber or Attendee.

4.5. Monies collected from Attendee are deposited in a bank account owned by EasySignup.com. No interest is paid on the monies. Three (3) days subsequent to holding an event, Subscriber may request that the monies paid by Attendees in relation to that event are transferred to a specified bank account. A wire transfer is then made to the specified bank account. In specific cases EasySignup.com may decide to make an exception and make the monies available for payout before an event is held.

EasySignup.com reserves the right to retain from the monies any outstanding amounts that may arise in relation with subscription costs or other services purchased from EasySignup.com until the amount due has been paid in full.

4.6. In the case that an event is canceled or does not take place, EasySignup.com reserves the right to refund monies paid by Attendee directly to Attendee.

- If the monies have been paid by credit card, the monies will be refunded directly to the bank account related to Attendee's credit card once Subscriber cancels each signup in the self-service system.
- If the monies have been paid by invoice, Subscriber has to enter Attendee's bank account number when a signup is canceled.

In the case that monies has already been transferred to Subscriber, Subscriber agrees to indemnify EasySignup.com for any direct or indirect loss that may result from this incident. Including, but not limited to compensation to Attendee, legal fees or other expenses related to the incident.

4.7. EasySignup.com reserves the right to assess each event so that any events which are obviously without content, not actual events or similar can be identified and removed and monies paid by Attendee may be refunded.

4.8. When creating an account or subscription, Subscriber and all additional users they give access to the administration are automatically added to EasySignup.com's recipient lists for two newsletters. Newsletters contain relevant information about use of the self-service system as well as inspiration on how to host better events. Subscriber may at any time choose to opt out of each newsletter recipient list individually by using the link in the bottom of each newsletter.

4.9. According to Danish law about payments § 121, item 3 it is not legal to charge a transaction fee on payments made with European credit cards issued to private individuals. In the self-service system Subscriber is able to choose that an Attendee is charged a transaction fee in cases where it is legal to charge one, such as when an Attendee uses a company credit card or a non-European credit card. If Subscriber chooses to charge Attendee a transaction fee, it is Subscriber's responsibility to comply with the law about payments. Any fines that may be issued to EasySignup.com's in relation to Subscriber's illegal fees must subsequently be covered by Subscriber.

4.10. Subscriber is responsible for any email correspondence carried out through the self-service system including, but not limited to invitations, reminders etc. Subscriber is prohibited from using the self-service system to send out emails that are against the Danish law of marketing § 10 or similar legislation.

## **5.0. EasySignup.com's responsibility**

5.1. EasySignup.com merely acts as intermediary between Subscriber and Attendee for signups and payment. EasySignup.com holds no responsibility for the events created by the Subscriber and is not responsible for carrying out the events or any insufficiencies related to an event.

5.2. Subscriber agrees to be liable to Attendee for any and all circumstances relating to an event.

5.3. In the event that EasySignup.com may receive complaints or objections regarding an event, these will be directly forwarded to Subscriber.

5.4. In the event that EasySignup.com is made responsible to Attendee for circumstances relating to Subscriber, Subscriber agrees to indemnify EasySignup.com for any direct or indirect loss that may result from this incident.

5.5. Each party is responsible for its own actions or omissions according to current legislation with the limitations described in these Terms regulating the relationship between Subscriber and EasySignup.com.

5.6. Regardless of any withstanding terms in the agreement between EasySignup.com and Subscriber, EasySignup.com's responsibility to the Subscriber per calendar year is limited to no more than the amount invoiced Subscriber during the previous calendar year for subscriptions and affiliated services - unless the circumstances are due to deliberate action, gross negligence or covered by EasySignup.com's third-party insurance. In the case where Subscriber has not been a subscriber during the previous calendar year, responsibility is assessed based on the amount for expected subscription and affiliated services for the current year.

5.7. Regardless of any withstanding terms in the agreement between EasySignup.com and Subscriber, EasySignup.com is not responsible for Subscriber's indirect losses including, but not limited to consequential loss, loss of goodwill, loss of savings or income, loss of interest, re-establishment costs, etc.

5.8. Regardless of any withstanding terms in the agreement between EasySignup.com and Subscriber, EasySignup.com is not responsible to Subscriber for any lack of fulfilment that can be attributed to force majeure (Act of God). Freedom from responsibility endures as long as force majeure lasts. Force majeure is considered circumstances beyond EasySignup.com's control and that were not easily foreseeable by EasySignup.com when the agreement was signed. Examples of force majeure are unusual natural phenomenons, war, terrorism, fire, flooding, vandalism, and labour disputes.

## **6.0. Cancellation of subscription**

6.1. A subscription may be canceled in accordance with item 2.3. so that EasySignup.com has received the cancellation notice no later than 14 days before the subscription is set to expire.

6.2. When a subscription is canceled in accordance with the Terms, it will remain fully functional until the end of the subscription period at which point Subscriber's user account(s) will be disabled and no longer have access to see information about previous, current or future events. Attendee will no longer be able to see or sign up for Subscriber's events.

6.3. If payment does not occur within the date specified in the payment reminder, the subscription is immediately canceled and access to Subscriber's user account(s) is disabled so that the system cannot be used by Subscriber or Attendee to manage events, sign up etc.

6.4. If Subscriber's payment for an account of the type "Basic" is not received in full within the date specified on the invoice, Subscriber's access to the self-service system is closed. Attendee will no longer be able to see or sign up for Subscriber's events.

6.5 An account of the type "Basic" can be canceled at any time by the Subscriber. Any remaining prepaid amount will not be refunded.

## 7.0. Changes to the Terms of use

7.1. The Terms are subject to changes by EasySignup.com at any time including due to legislative or other reasons. Changes will typically affect conditions for payment, subscriptions or use of the self-service system.

7.2. A notification of the updated Terms will be sent to the email address provided by Subscriber at least 30 days prior to the Terms taking effect.

7.3. Based on the changes Subscriber may choose to cancel the current subscription without notice. Cancellation is done in accordance with item 6.2.

## 8.0. Data from accounts in the self-service system

8.1. Any data entered into the system by Attendee found on an account in the self-service system is solely property of Subscriber. Personal data entered into the system by Subscriber and the users they give access to the administration in the self-service system is property of both Subscriber and EasySignup.com. EasySignup.com process the data according to item 1.5.

8.2. EasySignup.com is able to access all information and data within Subscriber's account in the self-service system. The information entered into the system by Subscriber or Attendee will not be sold by EasySignup.com.

8.3. When a subscription expires, data on Subscriber's account in the self-service system is stored in this way:

- Attendees' personal data is stored according to the time period specified in DPA
- Subscriber's personal data is stored according to the "cookie- and privacy policy" on [www.EasySignup.com/terms/cookie-and-privacy-policy/en/](http://www.EasySignup.com/terms/cookie-and-privacy-policy/en/).

Subscriber is not able to access this information after the subscription has expired. The information can not be accessed by Subscriber until the subscription is renewed.

8.4. When a subscription expires, Subscriber can choose that all personal data on the subscription account in the self-service system will be deleted so that neither Subscriber nor EasySignup.com will be able to access it at a later time. However according to the Danish Bookkeeping Act information about payments will be stored for the remainder of the relevant financial year and an additional 5 years.

8.5. Cookies are used on EasySignup.com's homepage and visitors are logged. The use of cookies and logging depends on which pages you visit. Further information about the use of cookies and logging is regulated in the "cookie- and privacy policy" on the specific homepage.

8.6. All information and data in the system is transferred encrypted. Data is stored unencrypted.

## 9.0. Jurisdiction and venue

9.1. Commerce and agreements made between Subscriber and EasySignup.com is subject to current legislation in the country of Denmark.

9.2. Any dispute that may arise between the parties due to this commerce and agreement is to be treated by the court in the city of Aalborg, Denmark.

### SIGNATURE

By signing this document [Subscriber organization] accept these Terms of Use for a subscription to EasySignup.com, valid from [Date of signing].

On behalf of [Subscriber organization]:

Name: [Signers name]  
Position: [Signers title]  
Date: [Date of signing]  
Signature: [Signers signature]

On behalf of NemTilmeld.dk ApS for  
EasySignup.com:

Name: Thomas Kjærgaard  
Position: CEO  
Date: [Date of signing]  
Signature: [Signature of Thomas  
Kjærgaard]