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 sign up and registration system that can be used for events that require the subscriber's guests (in the following referred to as "the attendee") to sign up, register and possibly pay a fee before attending an event. The system is delivered as a web based self-service system where the events are managed by the subscriber through an username with access to an administration area on the subscriber's account. The persons given access by the subscriber to administrate the subscriber's events in the administration area of the self-service system is in the following called "the subscriber's users".

1.3. EasySignup.com provides a set of terms of registration (in the following referred to as "terms of registration") which the self-service system automatically creates based on how the subscriber's users use and set the features when administrating an event in the administration area of the self-service system. The terms of registration govern the relationship between the subscriber and the attendee.

1.4. This set of terms of use (in the following referred to as "term of use") applies to all subscribers who use and subscribe to EasySignup.com's services.

1.5. When creating a new subscription with EasySignup.com a data processing agreement (in the following referred to as "DPA") will be entered to establish the rights and obligations in effect when the data processor processes personal data on behalf of the subscriber in the self-service system. The DPA and the terms of use shall be interdependent and cannot be terminated separately. The DPA may however - without termination of the terms of use - be replaced by an alternative valid DPA. The terms of use present are referred to as the "terms of use" in the DPA.

1.6. EasySignup.com collects and processes personal data such as name, company name, job title, phone number, email and IP address in order to deliver the subscription to the self-service system EasySignup.com. EasySignup.com is the data controller for this processing of personal data about the subscriber and about the subscriber's users. The processing is performed to deliver the self-service system e.g. to prepare access control, enforce user rights and answer support questions about the use of the self-service system. The processing is described in "Cookie and privacy policy" https://www.EasySignup.com/terms/cookie-and-privacy-policy/en/

1.7. When creating a new subscription with EasySignup.com, the terms of use must be read and approved by signature or online.

2.0. Creating a subscription

2.1. Creation of a 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 and additional options are chosen by selecting the desired plan of subscription. A general overview of the available subscription plans is available at EasySignup.com.

2.3. The subscription is automatically renewed for the same type and scope as at the time of the renewal, unless the subscriber has chosen to change to a different subscription on the expiration date of the subscription. The subscription will not be renewed if the subscriber has canceled the subscription in writing at least 14 days before the end of a subscription period or if otherwise agreed separately. The cancellation must be received either through the administration in the self-service system, by email at infoEasySignup.com or via regular mail to NemTilmeld.dk ApS, Strømmen 6, 9400 Nørresundby, Denmark.

2.4. The subscriber may change to a more expensive subscription within a subscription period. If the subscriber wishes to change to a less expensive subscription, the change will take effect from the expiration date of the subscription.

2.5. Any delivery of additional services which are not part of the standard subscription types that can be found at EasySignup.com and any compensation stated in the DPA will be invoiced according to time spent. The price is USD 150 excluding VAT per hour.

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

3.0. Payment

3.1. All subscription costs on EasySignup.com are listed in United States Dollars (USD) and is excluding Value Added Tax.

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

3.3. Payment for the use of the self-service system must be received no later than the payment date stated on the invoice, unless otherwise agreed in writing.

3.4. If payment has not been received according to item 3.3. the subscriber is reminded to pay within a specified date. If full payment does not occur within the specified date, access to the subscriber's user account(s) is immediately disabled so that the system cannot be used by the subscriber nor the attendee to manage events, payments, sign up etc. Personal data on the account in the self-service system is stored and deleted in according to item 8.

3.5. The 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. The subscriber bears any credit card or payment fee that may occur during the payment process.

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

3.8. EasySignup.com offers a sponsored subscription. A sponsored subscription is available to subscribers who do not have a commercial purpose and only use volunteer labor to manage the self-service system. Volunteer labor refers to individuals who provide their labor free of charge. Sponsored subscribers are not entitled to phone support. If EasySignup.com determines that the usage does not comply with the conditions for a sponsored subscription, EasySignup.com reserves the right to change the subscription to a paid subscription at any time.

3.9. EasySignup.com offers organizations or companies the opportunity to try the self-service system free of charge for one event.

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3.10 Any price changes related to this agreement will be notified no later than 30 days before the renewal of the existing subscription. The price changes will take effect from the next renewal of the existing subscription. Due to the price change, the subscription may be terminated so that it expires on the next expiration date. An annual price adjustment of +2% is exempt from this and will be applied without separate notice.

4.0. Use of the self-service system

4.1. Once the subscriber has ordered a subscription, EasySignup.com will give the subscriber access to an account in the self-service system at the website EasySignup.com. Using this account, the subscriber can create events and at 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 for sign ups and/or payments from the attendees when the terms of registration provided by EasySignup.com has been accepted by the subscriber's users. The terms of registration govern the relationship between the subscriber and the attendee. The self-service system automatically creates the terms of registration based on how the subscriber's users use and set the features in the administration area of the self-service system and asks the subscriber's users to approve each set of terms of registration before the terms can be used for an event.

4.4. In the event that a subscription is canceled or no longer active due to lack of payment, the subscriber's user account(s) will be disabled, and the self-service system can no longer be used by the subscriber or the attendee. Personal data on the account in the self-service system is stored and deleted in according to item 8.

4.5. Any monies collected from the 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, the subscriber may request that the monies paid by the 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 paid by the attendees 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 the attendee directly to the attendee.

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

In the case that monies has already been transferred to the subscriber, the 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 the 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 the attendee may be refunded.

4.8. When creating a subscription, the subscriber and the subscriber's users that have access to administrate the subscriber's event in the administration area of the self-service system are automatically added to EasySignup.com's recipient lists for two newsletters. Newsletters contain relevant information about the use of the self-service system as well as inspiration on how to host better events. The 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 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 the 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 the subscriber chooses to charge the attendee a transaction fee, it is the subscriber's responsibility to comply with the law about payments. Any fines that may be issued to EasySignup.com's in relation to the subscriber's illegal fees must subsequently be covered by the subscriber.

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

5.0. EasySignup.com's responsibility

5.1. EasySignup.com merely acts as intermediary between the subscriber and the attendee for sign ups 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. The subscriber agrees to be liable to the 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 the subscriber.

5.4. In the event that EasySignup.com is made responsible to the category of data subjects that EasySignup.com is processing personal data of on behalf of the subscriber, for circumstances relating to the subscriber, the subscriber agrees to indemnify EasySignup.com for any direct or indirect loss that may result from this incident regardless of the circumstances that have led to the incident for example violation of the Danish Consumer Act, the General Data Protection Regulation, etc.

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

5.6. Regardless of any withstanding terms in the agreement between EasySignup.com and the subscriber, EasySignup.com's responsibility to the subscriber per calendar year is limited to no more than the amount invoiced the subscriber during the previous calendar year for subscriptions and affiliated services. In the case where the 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.

The limitation of liability do not cover circumstances that are due to EasySignup.com deliberate action or gross negligence.

5.7. Regardless of any withstanding terms in the agreement between EasySignup.com and the subscriber, EasySignup.com is not responsible for the 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 the subscriber, EasySignup.com is not responsible for the subscriber's lack of fulfillment that can be attributed to force majeure. 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 labor disputes.

5.9. Regardless of any withstanding terms in the agreement between EasySignup.com and the subscriber, the following applies to any liability under applicable law, including Article 82 of the Data Protection Regulation for matters arising from circumstances relating to EasySignup.com against the categories of data subjects that EasySignup.com processes personal data of on behalf of the subscriber:

- **The subscriber must indemnify EasySignup.com for any claim, including legal costs on the part of the claim above the threshold in clause 5.6. for which EasySignup.com is responsible.**
- **EasySignup.com is only obligated to indemnify the subscriber up to the threshold in item 5.6. and only on the part of the claim for which EasySignup.com is responsible.**

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 of use, it will remain fully functional until the end of the subscription period at which point the subscriber's user account(s) will be disabled and no longer have access to see information about previous, current or future events, and the attendees will no longer be able to see or sign up for the 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 the subscriber's user account(s) is disabled so that the self-service system cannot be used by the subscriber or the attendee to manage events, sign up etc.

6.4. The terms of use and the data processing agreement will be effective until all of the personal data on the subscriber's account is deleted. The terms of use and the data processing agreement may therefore apply even if the subscription is terminated and the subscriber no longer has access to his account in the self-service system. The services referred to in the data processing agreement item 11.1 therefore terminates, when EasySignup.com has deleted all personal data stored on behalf of the subscriber. The personal data is deleted as described in the data processing agreement Appendix C.4.

7.0. Changes to the Terms of use

7.1. The terms of use are subject to changes by EasySignup.com at any time including due to legislative or other reasons.

7.2. The subscriber will be notified of changes in terms of use on the stated email address at least 30 days before the changes take effect.

7.3. Based on the changes the 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. All data on potential, future and past the attendees participating in the subscriber's events and which is located on the subscriber's account in the self-service system is solely property of the subscriber.

8.2. All personal data about the subscriber and the subscriber's users which is connected to an account in the self-service system belongs to both the subscriber and EasySignup.com:

- **The subscriber processes the information when using the self-service system, e.g. to find out who has access to the self-service system, who has used and set the various features in the administration area of the self-service system etc.**
- **EasySignup.com processes the information to deliver the self-service system, e.g. to enable access control, enforce user rights, respond to support cases, improve the self-service system, send information about new features etc. EasySignup.com process these information according to item 1.6.**

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

8.4. When a subscription expires, data on the 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 the data processing agreement Appendix C.4.**
- **Personal data about the subscriber is stored according to the "cookie- and privacy policy" on https://www.EasySignup.com/terms/cookie-and-privacy-policy/en/.**

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

8.5. Before closing the subscriber's access to the self-services system, the subscriber choose when personal data on the subscriber's account is deleted, by setting the features in the self-service system, so that neither the subscriber nor EasySignup.com will be able to access it at a later time. The subscriber can set the features to delete personal data immediately, unless it is information about payments, which will be stored for the remainder of the relevant financial year and an additional 5 years according to the Danish Bookkeeping Act.

8.6. 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 provided in the cookie and privacy policy located on the specific homepage.

8.7. 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 the 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.

10.0. Commencement

10.1. These terms of use for subscription to EasySignup.com is approved by the subscriber by signature or by online approval in the self-service system and becomes effective on the date of the signature or the online approval in the self-service system. These terms of use replaces any previous terms for subscription to EasySignup.com.

On behalft of [Subscriber organization]:		On behalf of NemTilmeld.dk ApS for EasySignup.com:	
Name:	[Signers name]	Name:	Thomas Kjærgaard
Position:	[Signers title]	Position:	Customer helper and founder
		Date:	[Date of preparation for signature]
		Signature:	[Signature of Thomas Kjærgaard]