

# Terms and Conditions

Sales and Delivery  
IT and Hosting Service

Effective November 1, 2023

## **Sales and Delivery**

The following terms of sale and delivery shall apply between the customer and InBold to the extent that they are not derogated from by express agreement between the parties.

### **1. Offer and agreement**

1.1 Offers are binding on InBold for 30 days from the date of the offer.

1.2 An agreement is concluded when the customer's acceptance has been received by InBold.

1.3 In cases where the customer does not expressly accept the offer, an agreement is concluded when InBold has issued an order confirmation of an order received.

1.4 The offer is subject to the following conditions: Material and processes can be processed by machine as stipulated in the offer. The customer does not require the work to be carried out in partial deliveries instead of one overall delivery as stated in the offer. The material submitted by the customer corresponds to the quotation submitted by InBold.

1.5 InBold reserves the right to update the quotation and production plan if the briefing changes and upon review of the original material received.

### **2. Price**

2.1 All prices are exclusive of VAT and delivery.

2.2 If, in the period leading up to InBold's performance, there are increases in wages, material prices, public taxes, or other costs, InBold is entitled to adjust the price by such documented increases.

2.3 Prices in foreign currency are based on the exchange rate in local currency applicable on the date of the offer or order confirmation.

2.4 In addition to the quoted or agreed price, InBold is entitled to demand payment for

- Extra work as a result of the basic material provided to InBold by the client proving to be incomplete, unsuitable or defective.
- Extra work as a result of the client requesting corrections or changes to the delivered material after the work has commenced.
- Extra work as a result of the customer making more proofs than agreed in the offer.
- Overtime and other measures agreed with the Customer after the conclusion of the agreement.
- Storage, delivery, handling and shipment of the Customer's digital or analog material

and tools after delivery has taken place.

- Extra work as a result of the agreement not being able to be implemented in continuous production due to the circumstances of the customer.

2.5 InBold reserves the right to index all prices annually. Specifically all contracts initiated in Denmark are subject to automatic annual price adjustments based on the Danish Price Index. Exceptions are fixed cooperation contracts where other adjustment agreements have been made.

### **3. Archives (work files and back-up)**

InBold considers archives and work files to be internal aids.

3.1 If the buyer requires archive elements, this must be agreed upon at the start of the job. Payment for work relating to archives is not included in the normal budget for a job, but must always be agreed and paid for separately.

3.2 InBold is not obliged to create and maintain archives.

3.3 Archive includes, but is not limited to; Work files from Photoshop, Indesign, Illustrator, 3D programs, Premiere video editing, Resolve color grading, VFX After Effects, Fusion, Logic Pro, etc.

### **4. Delivery**

4.1 Delivery shall take place at the time agreed with the Customer, subject to delays or obstacles caused by

- The act or omission of the Customer.
- The circumstances referred to in clause 8.1.

4.2 In the event of such delays, InBold is entitled to extend the delivery time or terminate the agreement.

4.3 If an event such as the above means that the performance of InBold's delivery obligations is delayed, InBold is obliged to meet its delivery obligations if the customer declares that it is willing to pay the additional price calculated by InBold.

4.4 If no time for delivery has been agreed upon, InBold will determine the time of delivery.

4.5. Delivery follow-up:

- We will follow up three times within six weeks from the date of sending the first version of the deliverable.
- If there is no response from the customer within this period, the delivery will be considered accepted by the customer, the project will be considered closed, and further revisions or corrections may require additional agreements or fees.
- It is the responsibility of the customer to communicate any delays or obstacles that may affect the timely provision of feedback. Our project manager will make reasonable efforts

to accommodate the client's schedule and address any concerns promptly.

- Additional revisions or corrections requested after the project closure may be subject to separate agreements, including potential adjustments to the project timeline and fees.

- In the event that the customer responds that the approval is pending, the project will be put on hold.

Any work performed up to the date of delivery will be invoiced as incurred.

## **5. Payment**

5.1 Payment shall be made either on the date stated on the quotation, order confirmation, or invoice as the last due date for payment, or in cash on delivery.

5.2 Interest and fees will accrue from the due date at InBold's interest and fees applicable from time to time.

5.3 At InBold's request, the customer is at all times obliged to provide a bank guarantee as security for payment. If the request is made after the conclusion of the agreement, InBold is obliged to indemnify the client for any associated costs.

## **6. Ownership and copyright**

6.1 The copyright to the preparatory work and concepts, creative presentations, original material etc. developed by InBold belongs to InBold and may not be transferred to third parties without InBold's approval.

6.2 Any processing, intermediate products, materials, tools, etc. that InBold has provided or caused to be provided for use in connection with the delivery is the property of InBold. This applies irrespective of whether the goods provided have been invoiced separately.

6.3 The items referred to in clause 6.2 may only be used for work for the customer and may only be stored in accordance with a separate agreement to this effect.

## **7. Delay**

7.1 In the event of a delay, the Customer shall only be entitled to terminate the agreement, subject to the provision in clause 3.1, if the Customer has clarified the importance of delivery at a specific time at the time the agreement is concluded.

## **8. Defects**

8.1 InBold is not liable for errors that the customer has not corrected in writing in proofs, including print, digital information, proofs or similar.

8.2 The customer has fully and finally approved the product if it is used by the customer or a third party.

8.3 The customer is not entitled to a price reduction or to refuse to accept the ordered goods in the event of minor deviations from an approved sample or agreed specification.

8.4 InBold is entitled to excess or short delivery of up to 10% of the agreed print run. In cases where paper or other material has been manufactured specially for the order by parties other than the supplier, InBold is entitled to a reasonable additional or reduced delivery in excess of 10% of the agreed print run, but no more than the material supplier's terms of delivery.

8.5 The customer is responsible for immediately complaining about a defective delivery. If a complaint is not made or if the customer makes a complaint too late, the customer loses the right to assert the defect. InBold is entitled to remedy a defect if this can be done within a reasonable time.

8.6 InBold is not liable for errors or defects that can be attributed to the customer providing paper or other materials for the delivery.

8.7 InBold is not liable for incorrect placement of adhesive or inlaid elements if the customer has not given InBold precise instructions in writing regarding their placement.

8.8 InBold provides no guarantee for missing or duplicate numbers in the case of deliveries containing numbered work. In the case of deliveries containing works that are numbered on receipt, any corrections to numbers will be charged extra.

## **9. Liability**

9.1 In the event of delay or defects in the delivered goods, InBold is not liable for the cause of the delay or defect:

- Fault in or damage to production equipment that has demonstrably caused delay or damage to production.
- In the event of labor disputes of any kind.
- In addition, any circumstance beyond InBold's control, such as fire, water damage, natural disasters, war, mobilization or unforeseen military call-up of a similar scope, requisition, seizure, riot, insurrection, unrest, currency restrictions, shortage of means of transport, general scarcity of goods, restrictions on motive power, export and import bans and other similar force majeure situations.

9.2 Delay or defective delivery is covered by one of the circumstances referred to in clause 9.1 or the termination of the business.

9.3 InBold is not liable for the client's operating losses, loss of profit or other indirect losses, including losses resulting from the client's legal relationship with third parties, in the event of delay or defects in the delivered goods.

9.4 InBold is liable in the event that a delivered product causes personal injury or damage to property if the item in question is, by its nature, usually intended for non-commercial use and is mainly used by the injured party accordingly.

InBold shall only be liable for commercial damage if it can be proven that the damage is

due to errors made by InBold or its employees that could not have been prevented by the customer's inspection of the products delivered.

However, InBold is never liable for damage caused to the production of the customer or others, to products that are packaged in/labeled with the delivered products or to items in the manufacture of which these products are used, unless it is proven that InBold has acted with gross negligence.

InBold is never liable for operating losses, loss of profit and other indirect losses. In the event that InBold is held liable to a third party as a result of commercial damage that exceeds the limits of InBold's liability, the client is obliged to indemnify InBold for this as well as for legal costs.

9.5 InBold is not liable for the client's lack of authority to reproduce, duplicate or publish writing, images, drawings, patterns, illustrations, texts, trademarks, other business signs and other product equipment, including design or other items that may be subject to the rights of third parties.

If InBold accepts liability to third parties as a result of the customer's lack of authority to exercise the rights of third parties, the customer indemnifies InBold against such liability.

9.6 InBold is not liable for loss of or damage to property such as originals, materials, etc. that are not the property of InBold but have been entrusted to it by the client for the purpose of performing an agreed assignment or for the purpose of storage, including storage of work performed by InBold.

However, InBold is liable if it can be proven that the loss or damage is due to gross negligence on the part of InBold or its employees. The customer is responsible for insuring the item against damage and destruction.

9.7 Repro service: The Customer's quality control assumes full responsibility at the start of printing. In the event of errors in printing forms, including printing plates, film, etc., InBold cannot be held liable for any resulting loss but is only obliged to deliver new, corrected print files.

## **10. Subcontractors**

10.1 InBold is entitled to have work carried out in whole or in part by subcontractors.

## **11. Periodical publications/permanent contract work**

11.1 If no other agreement has been made with the customer for periodical publications/permanent contracts, a notice period of 3 months shall apply.

## IT and Hosting Service

### 1. Introductory provisions

1.1 For the purposes of this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

**Parties**

InBold and the company (Customer) stated in this document and the associated Contract.

**Appointment**

This Agreement on InBolds Terms and Conditions, as well as other agreements, including Contract, entered into between the parties with appendices.

**Agreement period**

The period as stated Contract entered into between the parties.

**Traffic**

Internet-based traffic (IP traffic) delivered via fiber, wireless connections (FWA), copper connections or other connections.

**Housing facility**

Area for housing IT and telecommunications equipment as specified in the Contract.

**Contract**

Contract signed by the Parties specifying the delivery of InBold's products and services.

**Index adjustment**

We reserve the right to index adjustment annually.

**Commissioning day**

The day on which the customer actually uses a service or service, including a housing facility.

**Ready to use**

A message from InBold stating that the housing facilities, internet connection or ordered service can be used by the customer.

**Rent**

A right to use the housing facility, Fiber or Circuit, specified in the Contract, against payment of consideration. Renting housing facilities is not necessarily an exclusive right, as other of InBold's customers may have the right to place equipment in the same housing facility.

1.2 This Agreement governs the provision of hosting, IT operations, Internet connections, Internet traffic and related services from InBold to the Customer and otherwise the relationship between the Parties. The specific services that the Parties agree that InBold will provide are described in Contracts. Such Contracts shall be covered and governed by

this Agreement unless deviations therefrom are specifically stated in the Contract.

1.3 Annexes attached to this document, the Contract or other agreements between the parties and listed in i.a. the list of annexes to the Contract, forms part of the Agreement.

1.4 In the event of any inconsistency between this Agreement and a Contract, the Contract shall prevail.

1.5 If InBold provides physical internet connections via, but not limited to, fiber, copper or wireless (FWA) connections, the terms and conditions of the subcontractor in question shall apply to this part of InBold's service. These thus take precedence over this Agreement.

## **2. Agreement period**

2.1 The terms of this Agreement and Contracts are non-cancellable by both Parties during the term of the agreement as stipulated in the individual Contracts, according to which it may be terminated by each Party with 90 days written notice until the end of a month. If the agreement is not terminated no later than 30 days before expiration, this Agreement and the Contract will be automatically extended for 1 month on the same terms.

2.2 In each individual Contract, the Agreement Period for the service in question is determined.

## **3. Payment obligations**

3.1 Prices and payment terms for services are set out in the Contracts. All prices are stated in Danish kroner (DKK) excluding VAT and any other taxes and fees.

3.2 Unless otherwise specifically stated in the individual Contract, ongoing remuneration for services stipulated in Contracts must be paid monthly in advance of the conclusion of the agreement or from the time the service is declared "Ready for Use" by InBold, whichever occurs first.

3.3 Any invoice submitted by InBold must be paid no later than 14 days after issue.

3.4 All payments under the Agreement shall be made without deduction or set-off of any kind, unless otherwise agreed between the Parties and specified in the Contract in question.

3.5 If the Customer does not make timely payment, the Customer must pay interest on the outstanding amount for the elapsed time. The interest must accrue and be calculated daily with a variable interest rate of five (5) percent per annum over the Discount in force at any given time, and must be calculated for the elapsed number of days based on a year consisting of 365 days from the due date until the actual payment date. In addition, the customer pays any costs of recovery of non-payment and any losses InBold may incur as a result of non-payment or late payment.

3.6 All current remuneration for services provided by InBold Index is adjusted once a year.



3.7 All prices and fees can, in addition to price indexation, be adjusted with one month's notice. InBold must inform the Customer about these regulations with a minimum of one month's notice before the change takes effect. The customer is obliged to pay the regulated price, but may in this case choose to terminate the agreement in writing with one month's notice to InBold. However, price increases may occur without notice if these occur as a result of regulatory or legal matters as well as increases originating from InBold's subcontractors.

#### **4. Delivery**

4.1 InBold undertakes to provide the services defined in the Contract at the time stipulated in the Contract.

4.2 The time for the delivery of the individual services is determined in the Contract.

4.3 When the services are ready for Use, InBold must immediately notify the Customer by sending a letter or e-mail confirming that the services satisfy the agreed specifications. The customer must notify InBold in writing within 5 working days of receiving this information if the services do not meet the agreed specifications. If the services do not meet the specifications, the Customer must specify such conditions in writing to InBold. If the Customer has not given notice in accordance with the above within 5 working days after InBold has informed that the services are Ready for Use, the services are considered to meet the specifications and all guarantees.

4.4 If the Customer finds that the services do not meet the specifications, the Parties shall cooperate in order to identify and correct any deficiencies. Should a dispute arise between the Parties, this must be resolved amicably. If the Parties are not able to resolve the dispute within 15 working days from the day on which the Customer notifies of any defects, the case must be handed over to an independent industry expert, whose decision must be final and binding. The independent expert shall be appointed by agreement between the Parties.

#### **5. Additional obligations of the parties**

5.1 Each Party shall provide all necessary and appropriate permits and approvals and otherwise comply with all laws, regulations and requirements of any relevant public authority applicable to the installation, use and ownership of the services provided by that Party.

#### **6. Transfer**

6.1 The customer is not entitled to transfer rights and obligations to third parties, unless the acquiring third party enters into all rights and obligations, and only if InBold approves the transfer in writing. The Parties are at all times entitled to transfer their rights and obligations under this Agreement to an affiliated company, provided that the transferring company is at least 50% owner and continues to guarantee the fulfillment of all rights and obligations, unless the Parties written agreements otherwise.

6.2 The parties have the right to transfer payments in accordance with this Agreement to their respective bank connections without the bank connection entering into the Agreement. This does not require the written consent of the other Party.

## **7. Breach**

7.1 Each Party may terminate the Agreement and any Contract in writing immediately to the other Party, in the event of the Party's material breach of the Agreement or a Contract, or if the Party is declared bankrupt or enters into suspension of payments.

7.2 In the event of one of the Parties' default pursuant to section 7.1, the defaulting Party shall, upon written demand, have 30 days to terminate / establish the default. However, this does not apply to payment obligations or matters of such a nature that they cannot be terminated or created.

7.3 InBold may terminate the Agreement and Contracts in writing to the Customer if the latter has failed to pay the submitted invoice and has not within 10 days after sending the written reminder from InBold has paid the amount due including accrued interest, etc. (cf. section 3.5)

7.4 Termination of the Agreement - for any reason - shall not affect the provisions of the Agreement which shall continue to apply or enter into force in the event of termination and shall not affect the Customer's payment obligations of any amount to InBold under the Agreement or Contracts.

## **8. Responsibility**

8.1 After delivery, "Ready for Use" is announced, InBold's obligations must be limited to InBold's maintenance obligation and any services defined in the Contract. InBold is not responsible for the deterioration or damage to services described in this Agreement or for any malfunction / malfunction of these services, or any unavailability, delay, discontinuation or interruption due to the Customer's actions.

8.2 Unless otherwise expressly stated in this Agreement, it applies that:

- Each Party issues only the guarantees that are explicitly mentioned in this Agreement and thus does not provide guarantees as may result from custom, etc.
- Neither Party shall be liable to the other Party or anyone else, including its parent / subsidiaries, dealers, customers or other end users for indirect losses.

8.3 The Customer agrees that the Customer must comply with all applicable laws and regulations in connection with the Customer's Business. The Customer understands that InBold does not exercise any control at all over the content of the Information that the Customer sends from InBold's data center, and that it is the Customer's sole responsibility to ensure that the information that the Customer sends and receives complies with all applicable laws and rules. The customer confirms that he has read and accepted section 11 "Acceptable Use Policy".

8.4 InBold is not responsible for damage to or insurance of the Customer's equipment

unless insurance of the Customer's Equipment is specifically included as a service in the Contract.

8.5 InBold's maximum compensation to the Customer may not exceed an amount corresponding to what the Customer has paid InBold in the last 6 months from the claim being made.

## **9. Confidentiality**

9.1 The parties undertake to:

- Treat all information given and / or received about each other's matters in strict confidence.
- Not to pass on such confidential information to third parties without the prior written permission of the Party and only to use confidential information for the purpose described in this Agreement. However, conditions mentioned in section 9.3 are excluded.

9.2 Confidential information is any information about the other Party's business or business relationship that a Party has received directly or indirectly, whether orally or in writing, in connection with the performance of the tasks. Excluded from this, however, is information that is or will be publicly available in other ways than by one of the Parties' default.

9.3 The parties are entitled to pass on information to the authorities in fulfillment of legal obligations. When providing information, the Party providing such information is obliged to maintain confidentiality to the greatest extent possible.

9.4 This confidentiality obligation applies to both Parties also after the termination of the mutual contractual relationship.

## **10. Guarantees**

10.1 The customer's guarantees

The customer is familiar with the laws and regulations that apply to the Customer's Business. The Customer documents and guarantees that as long as this Agreement is valid, the Customer's Business will not contain or transmit material that is contrary to applicable law.

If the Customer violates the law and / or does not comply InBold's User Policy pursuant to section 11, InBold will, in InBold's sole discretion, in any way prevent access to such illegal materials and / or cease providing services to the Customer, including suspending or interrupting deliveries to the Customer with immediate notice.

10.2 InBolds Warranties

(a) InBolds Service Level Agreement (SLA) applicable if stated in the Customer's contract.

(b) No other warranty. Apart from the warranties in sub-paragraph (a) above, InBold makes available all other services, products and areas as they are and exist. InBold makes no

express or implied warranties and InBold disclaims all liability with respect to the conduct, satisfactory quality, non-infringement and suitability for a particular purpose as well as warranties arising out of commercial practice, custom or commercial practice.

(c) No warranty for services controlled by third parties. Although InBold provides connection to the Internet to the Customer, InBold cannot control the flow of information to and from InBold data centers to other parts of the Internet. Such flows largely depend on the performance of Internet Services provided or controlled by third parties. These third parties may cause InBold's Customer's connections to be disconnected or weakened, but InBold cannot guarantee that such cases will not occur and InBold disclaims any responsibility in connection with such coincidence.

## **11. Acceptable Use Policy**

All InBold customers are responsible for reading and understanding this Acceptable Use Policy.

The actions described below are defined by InBold as "system abuse" and are not permitted. The examples described below are not exhaustive and are included only to guide and inform InBold's customers. If the Customer is unsure whether an action or use of the system is permitted, it is the Customer's responsibility to contact InBold. The following activities are absolutely not permitted and InBold has the right to take the necessary steps to stop these activities including the suspension and termination of the services provided to the Customer. See also section 10.1 above.

In general, Customer may not use InBold's network, servers or services to:

- violate applicable laws, rules and guidelines
- violate "acceptable use policies" of the networks, machines or servers reached by using InBold's network
- violate the privacy of others
- violate the guidelines for sending marketing material via email

Unauthorized activities also include, but are not limited to:

- unauthorized use (or attempted unauthorized use) of machines and networks
- attempts to compromise sites and servers (eg denial of service attacks)
- falsifying header information or user identification
- distributing malicious programs to networks or machines (f. eg viruses, worms, Trojan horses, etc.)
- monitor or scan other networks without permission
- destroy security or disrupt Internet communication including providing (access to) data that Customer should not have access to or log on to a server to which Customer should not have access to
- perform any kind of network monitoring (eg packet sniffer) in order to obtain data that is not intended for the Customer
- try to circumvent user authentication or security of any host or network ("cracking ")
- use any program / script / command or send messages of any kind designed to destroy or disrupt machines, servers and networks - both locally or via the Internet
- send unsolicited bulk email ("SPAM")

- maintain and operate an open mail relay
- collect email addresses from the Internet for the purpose of sending unsolicited bulk email ("SPAM")
- send or receive copyright infringing or illegal material
- store illegal material on servers, machines, equipment, etc., which are located on or connected to InBold's network
- disclose false or incorrect data on signup forms
- try to disrupt or destroy the way InBold measures bandwidth consumption , power and other services.

## **12. Force Majeure**

12.1 Neither Party is obliged to provide compensation in the event of non-performance of the contract, caused by circumstances beyond the control of the Parties, including - and to the extent that such service is prevented (directly or indirectly) as a result of - strike, lock- out, strike, government intervention, lack of or delayed regulatory approval, rebellion, armed conflict, accident, lack of raw materials or normal means of transportation, acts of war, terrorism, natural disasters or any other cause beyond what the Parties can reasonably be expected to control.

## **13. Choice of law, venue, interpretation and dispute**

13.1 This Agreement is subject to and must be construed in accordance with Danish law.

13.2 The Parties undertake to try, through negotiation, to find an amicable solution to disputes and to do so in such a way that normal services or normal production are not affected. In the absence of an amicable settlement after negotiation, the case must be decided definitively and bindingly by arbitration in accordance with the rules of the Danish Arbitration Institute or in the Danish courts of InBold's choice.

## **14. Different conditions**

14.1 In connection with marketing, the Customer agrees that InBold may use the Customer's name and logo and non-confidential marketing material and visuals as well as briefly describe the Customer's business to other customers and in InBold's marketing materials - including on InBold's website.

14.2 InBold and the Customer are independent companies and this Agreement will not establish a partnership, joint venture, employment, franchise or agency agreement or the like between InBold and the Customer.