

# TERMS OF USE

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This website [www.datacompliancecentre.com](http://www.datacompliancecentre.com) and the related services and content (hereinafter the "Site") is provided to the users and/or customers (the "Users" or "User") for the promotion and sale of the B2B services of Nordic Data Compliance Centre ApS (the Provider).

The Provider conducts B2B consultancy and hands-on services within data compliance laws, GRC and InfoSec aimed to support customers in public and private sectors. The services consist of consultancy, specialized projects and interim assistance with onshore and nearshore data compliance consultants and IT consultants/developers. The Provider also supports the Start-up, Micro and SME companies with hands-on operational solutions.

The access, consultation, registration or any other use of the Site and of the related content and services offered on the Site (the "Use" or "Using") are activities governed by these terms and conditions (the "Terms of Use"). Use of the Site assumes knowledge of these Terms of Use and requires their full, unconditional acceptance. The User is therefore asked to read these Terms of Use carefully, together with the privacy statement, before using the Site.

## 1. USE OF THE SITE

1.1. Use of the Site is only permitted for business purposes.

1.2. Use of the Site is only permitted to persons over the age of 18.

1.3. When using the Site, the User agrees **NOT** to:

1.3.1. Disclose any false data or information, any data or information that is inaccurate or relates to any third party, without the express consent of such third party, and not to make any improper use of such data.

1.3.2. Upload, communicate and/or transmit any material, content, links, files, or anything else that:

- May be obscene, intimidating, offensive, damaging, violent, fraudulent, confidential, or illegal in nature.
- Constitutes spam, pyramid or chain communications or other forms of commercial promotional communications or advertising.
- Is technically hazardous or harmful such as computer viruses, malware, codes, and other instruments that may damage the computer systems of the Provider or of a third party.

1.3.3. Interfere with, interrupt, damage, violate and/or tamper with the Site and its normal functioning.

1.3.4. Infringe the rights of third parties, the Terms of Use of this site and/or any provision of current law.

1.4. The Provider may, at any time, interrupt, suspend and/or revoke the Use of the Site at any time, at its own discretion, without the obligation to give a reason. The User acknowledges and agrees that the Provider shall not be held liable, under any circumstances, for any interruptions, suspensions, or revocations of access to the Site.

## **2. RIGHTS OF INTELLECTUAL AND INDUSTRIAL PROPERTY**

2.1. Any rights to the content present in or made available on the Site or related to the same, including but not limited to: text, images, photographs, music, sounds, videos, drawings, logos, graphics, layouts, source codes, software programs, designs, technical solutions and the structure utilized for the Site, (hereinafter the "Content") is owned by the Provider, and is protected by national and international laws on intellectual and/or industrial property rights.

2.2. The Content may not be modified, reproduced, published, transferred, circulated or otherwise used in any form or in any way without the express written consent of the Provider.

2.3. In any case, it is agreed that the User's use of the Site shall not give the User any right whatsoever to any of the Content.

2.4. Within the limits of the provisions of the applicable national and international laws on intellectual and industrial property, the systematic extraction and/or utilization of the Content on the Site is strictly prohibited, also by means of data mining, robots or other data mining or acquisition systems.

## **3. MARKS AND DOMAIN NAMES**

3.1. The marks, domain names and all the other distinctive marks contained in and/or related to the Site are the exclusive property of the Provider.

3.2. The use of distinctive marks in any form or in any way is strictly prohibited, without the prior written consent of the Provider.

3.3. In any case, there is a strict prohibition on using the name of the Provider or of people who have direct and/or indirect commercial relations with the Provider or of their proprietary distinctive marks such as domain names and marks by means of metadata (such as meta tags and keyword tags) without the written consent of the Provider.

## **4. LINKS TO OTHER WEBSITES**

4.1. The Site may contain hypertext links or links to other websites that may have no connection whatsoever to this Site.

4.2. Such links have only been included by the Provider for the purposes of facilitating the Users' connection to other websites, that may benefit the User for information purposes, such as news, law texts, caselaw etc. within the data compliance area.

4.3. The inclusion of a link does not imply any form of suggestion, sponsorship and/or recommendation by the Provider for the Use of the linked websites, nor does it constitute any type of guarantee as to the content, services or goods offered or sold by such sites.

4.4. The Provider does not check, in any way, the websites linked via these links nor the information, materials or products contained on them and therefore the User hereby acknowledges and accepts that the Provider may not be held liable for the actions, services, products, content or policies on those websites, also in relation to their processing of personal data and their terms of sale.

4.5. We therefore suggest that the User carefully reads the terms of use, conditions of sale, privacy policies and any other legal information on websites other than the Site.

## **5. LINKS TO THE SITE**

5.1. Hypertext links may be activated to the Site with the written authorization of the Provider. For this purpose, the Provider should be contacted at the following email address: [hello@datacompliancecentre.com](mailto:hello@datacompliancecentre.com).

The Provider may, at any time, object to the activation of links to the Site, also in view of the requester's previous use of unfair business practices or practices that do not conform to industry standards, or any unfair competition or acts that may have damaged the Provider's reputation.

5.2. Links such as deep links or deep frames may not be activated to the Site without the written consent of the Provider.

## **6. GUARANTEES AND RESPONSIBILITY FOR USE OF THE SITE**

6.1. The Provider presents this Site "as is" without any form of express or implied guarantee for the User.

6.2. The Provider does not give any guarantee as to the regular functioning of the Site or of any sites related directly or indirectly to it. Within the limits permitted by law, the Provider shall not be liable for any loss or damage resulting from Use of the Site or the sites of third parties connected to it directly or indirectly, including but not limited to: damage to computer systems, damage due to loss of data or business opportunities, damage due to the interruption of economic activity or deriving from any error, delay, omission or inaccuracy on the Site.

6.3. The User hereby acknowledges and accepts that the Provider may not be considered to be in breach of its obligations nor shall it be held liable for any loss or damage caused by the non-functioning or malfunctioning of the hardware or software of the User or of any third party, of telephone lines and/or data lines not managed directly by the Provider, or caused by actions of other Users and/or third parties.

6.4. The User is the only party responsible for the Use of the Site. Within the limits permitted by law, no liability whatsoever shall be attributed to the Provider for any use of the site by the User that may conflict with the provisions of laws in force, with the legal information contained on the Site and/or which may harm any rights of any third party. Within the limits permitted by the applicable laws in force, the User shall indemnify the Provider in respect of any cost or damage, including any legal costs that may be caused by its Use of the Site which violates the provisions of laws in force, the legal information contained on the Site and/or which may harm the rights of a third party.

## **7. PRIVACY STATEMENT AND COOKIE POLICY**

7.1. With regard to the processing of the Users' personal data and cookies on the Site, please read the Privacy Statement in the footer of the website and Cookie Policy in the cookie banner.

## **8. GOVERNING LAW AND RESOLUTION OF DISPUTES**

8.1. These Terms of Use are governed by Danish law.

8.2. All disputes arising out of or in connection with the Terms of Use which cannot be solved amicably, shall be exclusively brought before the Danish courts.

## **9. AMENDMENTS TO THE TERMS OF USE**

9.1. The Provider may amend all or part of these Terms of Use, also in consideration of any changes in the law and/or changes to its own commercial policies. Any changes shall be communicated to the Users on this page of the Site and shall be binding as soon as they are published on the Site.

9.2. The User shall be bound by the Terms of Use in force at the time on which they Use the Site.

## **10. CUSTOMER SERVICE**

10.1. For assistance with the Services, or for more information, suggestions, complaints and/or any other requests, the Customer may contact the Provider's customer service department at any time using the following contact details:

- by email: [hello@datacompliancecentre.com](mailto:hello@datacompliancecentre.com).

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