

General Conditions

The general terms and conditions apply to all services and products offered by AddMore Communications ApS, unless a written agreement between the client and AddMore Communications ApS specifically invalidates all or parts of the terms and conditions. It is the client's responsibility to read and understand the terms and conditions. A 'client' is any person, company, or other legal entity, that requests products or services from AddMore Communications ApS. Any request for products or services from AddMore Communications ApS is viewed as the client's acceptance of the terms and conditions in question. The client is liable for payment of products and services, delivered in accordance to these terms and conditions.

1. Agreement

Only people of age, companies and organisations can enter into an agreement with AddMore Communications ApS. When entering into an agreement, the client must disclose information to AddMore Communications ApS regarding address. If changes to the address occur, the client must immediately inform AddMore Communications ApS of these changes.

1.1 Contract.

If possible, AddMore Communications ApS will enter into a contractual agreement with the client. If there is talk of consulting support in the form of meeting activity, and/or assignments of short-term duration, an oral agreement, or written agreement by email, can be made. In the case of a non-contractual agreement, the invoice will be sent shortly following the conclusion of the meeting/assignment. The contract is binding for the time period and/or number of working hours set forth, and can only be terminated within that period should one of the parties breach the contract, or if the parties sign a document stating how the contract is to be terminated.

1.2 Withdrawal.

The client can withdraw from a contract until 3 days after signing it, by contacting AddMore Communications ApS. If the client withdraws from a contract within the withdrawal period, the client is not liable to pay the fee determined in the contract. The client is however liable to pay for the time spent (working hours according to current rates), the materials used – and any services provided by third parties – in the period between agreeing to the contract, and notifying AddMore Communications ApS of the withdrawal.

2. Offers

- 2.1 All prices are given without taxes unless otherwise stated.
- 2.2 The contract is binding when the client's acceptance has been received by AddMore Communications ApS – by oral and/or written agreement through email or the like.
- 2.3 The offer is conditional on whether material and process is as provided in the offer.

3. Requirements for the Client

By request from AddMore Communications ApS, the client must supply the information – such as username, passwords and addresses for web domains and servers – needed for executing the services stated in the contract. It is the client's responsibility to proofread the products delivered before they are published, printed or in other way used by the client.

4. Copyright and Intellectual Property Assets

- 4.1 Material produced by AddMore Communications ApS. Illustrations, text, coding, ideas or similar produced by AddMore Communications ApS belongs to AddMore Communications ApS. All material produced by AddMore Communications ApS is under copyright and protected by Danish Law. Digital and analogue copying of text, images, sound and graphics is therefore forbidden, unless otherwise specified in agreement with AddMore Communications ApS.

4.2 Right of Use.

The client acquires Right of Use for the final product as soon as full payment is made. The client is not allowed to disclose any part of the finished product to a third party unless otherwise stated in a previous written agreement. AddMore Communications ApS reserves the right to collect further compensation if the client wishes to disclose the Right of Use of the final product to a third party. Right of Use only includes use of material, text, illustrations and similar for use in the delivered media or on the domain specified in the agreement. Material protected by copyright, delivered by AddMore Communications ApS, may not be modified or used in another context or media than it was intended by the contract. If the client wishes to acquire rights for the final product beyond the Right of Use, this can only occur with a separate written agreement, and further compensation for the transfer of rights.

4.3 Files.

Should the client wish to acquire access and Right of Use to files, it will require a separate agreement and further compensation.

4.4 Material delivered by the client.

The client is solely responsible for ensuring that material delivered does not violate third party rights when being processed (including intellectual property assets in the form of copyright, trademark rights, design and photo protection, and more), and that the material does not violate current laws in the target area. This applies to parts of the delivered material as well as the final and assembled product.

5. Deliveries and Approval

Delivery will take place within the time specified in the contract. This is however barring any delays caused by:

- Client's actions or lack thereof.
- The circumstances mentioned in paragraph 10.

Should this occur, AddMore Communications reserves the right to postpone delivery.

5.1 The Final Product.

Once the final product or service has been completed and delivered, payment must be submitted according to the current payment conditions. Should the client choose to further develop, distribute or publish the product or service, it is considered approved, even though the client may or may not have expressed an actual approval to AddMore Communications ApS, and payment must be submitted according to the current payment conditions.

5.2 Delivery of Websites.

Before delivery of a finished website, the client has 5 days to approve it. Within this time period, it is the client's responsibility to proofread and test its functionality. If the client has no objections, the website is considered approved. When the website has been approved, it is transferred directly to the client's web-server, and/or sent on a CD-ROM. When the approved website has been transferred to the client's web-server or sent on a CD-ROM, the website is considered delivered. New pages, functions, text and illustrations will be invoiced accordingly.

6. Deficiencies

- 6.1 AddMore Communications ApS has no liability for defects not corrected by the client during proof – including print, digital information, print samples and similar.
- 6.2 The client is entitled to a reduction in price if deviations from approved samples occur.
- 6.3 The client is liable for immediately complaining over a deficient delivery. Should the client fail to complain in due time, the claim is voided.
- 6.4 AddMore Communications ApS is not liable for deficiencies referring back to the client's own procurement of the delivery.

7. Complaints

Complaints over deficiencies given prior to the approval of the product, or before the client further develops or distributes the product, will be rectified free of charge, provided that the deficiency is tied to the product description in the original contractual agreement. AddMore Communications ApS reserves the right to collect further compensation for rectifying deficiencies after the product has been delivered, provided that the deficiency in question reasonably could have been detected by the client, prior to approval.

8. Payments

The invoice will be sent after delivery. Payment is due no later than 14 days after date of invoice. Cash or bank transfers are accepted on the bank account stated in the invoice. If payment has not been received by due date, interest according to current rates will be applied. The interest rate is currently 2% per month. Furthermore, for every reminder, a late fee of DKK 100,00 incl. taxes will apply – though with a maximum of 3 reminders for each service. Payment must be made in DKK. Any ongoing services and/or new activities will stop should payment not be received in full by due date.

8.1 Ongoing cases.

If no separate written agreement exists – such as a retainer – the client will receive an invoice each month for any ongoing services delivered by AddMore Communications ApS.

8.2 Liability for payment.

The client is liable to pay for any service or product delivered in accordance to these terms and conditions. If payment is not received by due date, AddMore Communications ApS reserves the right to remove the product in question from the client's web-server, or temporarily hinder its existence until payment is made. If the product or service is removed/deactivated, the client is still liable to pay the invoice in full. AddMore Communications ApS will re-establish/reactivate the product once payment is received in full.

8.3 Payment based on time.

For services based on time – an hourly basis – the time will be invoiced per every hour commenced. For services carried out at the client's facility or any other location than AddMore Communications ApS offices, the client will be invoiced according to special offers or separate agreement via email or similar.

8.4 Evening, night and weekend pay.

Should the client wish to have services carried out on certain points in the day and/or on certain days of the week, additional charges will apply.

8.5 Rush premium.

Assignments with a 24hour deadline will be charged accordingly.

8.6 Deposit.

For agreements on services and products that will exceed a price of DKK 20,000, or surpass 40 hours of work, AddMore Communications ApS reserves the right to collect an instalment of 30-50% of the estimated closing price. AddMore Communications ApS also holds the right to pause work until the requested amount has been received, thus postponing the previous date of delivery.

9. Limitation of liability

AddMore Communications ApS is liable by the general compensation rules of Danish Law, to replace any loss caused by actions or omissions from AddMore Communications ApS with the limitations stated below, regardless of whether the liability is negligence or rests on another foundation:

9.1 Liability is limited to an amount that does not exceed that of the contractual agreement giving reason to the claim. AddMore Communications ApS is under no circumstance responsible for indirect loss or consequential damage – including loss of profit, loss of

production, losses caused by failure to apply products delivered by AddMore Communications ApS as anticipated, losses caused by a breach of contract with third parties, or losses caused by disappearance or corruption of data and/or information, unless gross negligence by AddMore Communications ApS can be proved.

9.2 AddMore Communications ApS cannot be held accountable for the content of the product delivered. If AddMore Communications ApS has contributed to formulations and illustrations, the client is responsible for approving these prior to publication.

9.3 As soon as the client approves the product for publication, AddMore Communications ApS is no longer liable for deficiencies and unforeseen consequences from the use of the product. All responsibility for further use of the product lies in the hands of the client.

9.4 AddMore Communications ApS is not liable for the functionality of the Internet.

9.5 If a liability claim can be referred to deficiencies from a third party, AddMore Communications ApS cannot be held responsible and are not liable to compensate.

9.6 AddMore Communications ApS cannot be held responsible for storage of files, websites or other products once delivery has been made.

10. Force Majeure

If AddMore Communications ApS is unable to deliver a service as the result of conditions out of AddMore Communications ApS control, including fire, flooding, strike, lockout, power-failure, illness, disruption of services and delivery from third parties or similar, AddMore Communications ApS is free of all previous due dates and agreements for as long as the situation goes on. AddMore Communications ApS cannot be held accountable for any direct or indirect losses to the client caused by these and other similar events.

11. Supplier

AddMore Communications ApS is entitled to have parts or all of the work carried out by a supplier.

12. Changes in conditions and prices

AddMore Communications ApS will publish the current terms and conditions on its website (www.addmore.dk). Changes in conditions for existing agreements on ongoing services will be made with a prior notice of at least 30 days. The client will receive notification of the changes, perhaps via email or in an invoice. Changes of a preferential nature, such as a price reduction, can however take place without prior notification. For existing agreements on delivery of onetime services, the initial terms and conditions, as well as prices, are effective. AddMore Communications ApS prices are regulated without warning every year on January 1.

13. Twists

Any possible twists regarding interpretation of contract or compliance and enforcement of terms can be submitted to arbitration and governed by Danish Law.