

# Terms And Conditions

## 1. PROVISION OF SERVICES AND DISCLAIMER

1.1 The Customer agrees that the service is still under development and is for Beta Test purposes only and is provided “AS IS” and is being tested by the Customer at it’s own risk.

1.2 Realfiction ApS makes no representation or warranty of any kind, express, implied, or arising by law, regarding the application, the services, or any other items under this agreement.

1.3 The Customer agrees that Realfiction ApS can terminate the beta program without notice at Realfiction ApS’s sole discretion.

## 2. LIMITATION OF LIABILITY

2.1 Realfiction ApS shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of the Customer or arising from any cause beyond Realfiction ApS's reasonable control.

2.2 Realfiction ApS is not liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by the Customer or for any wasted management time, failure to reconstitute data, failure to make anticipated savings or liability of the Customer to any third party arising in any way in connection with this Agreement or for any liability of the Customer to any third party, or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

2.3 No matter how many claims are made and whatever the basis of such claims, Realfiction ApS’s maximum aggregate liability to the Customer under or in connection with this Agreement or any other agreement between the parties or any software related to this Agreement, in respect of any direct loss (or any other loss to the extent that such loss is not excluded by clauses above or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to the Service Fee charged for access to the beta program.

## 3. INTELLECTUAL PROPERTY RIGHTS

3.1 Without prejudice to the Customer’s rights in its own materials, the parties hereby agree that the Customer shall not acquire any Intellectual Property Rights whatsoever in respect of the Software, documentation and other materials used by Realfiction ApS in connection with

or related to the provision of the Services hereunder.

#### **4. CONFIDENTIALITY AND OWNERSHIP OF CUSTOMER DATA**

4.1 The Customer acknowledges that the information to be supplied and disclosed upon execution of this Agreement (including but not limited to the software) will contain and incorporate confidential information in which Realfiction ApS has an interest as owner.

4.2 Each of Realfiction ApS and the Customer hereby undertakes with the other to:

4.2.1 keep confidential all Confidential Information;

4.2.2 not without the Customer's written consent disclose the Customer Data in whole or in part to any other person save those of its employees agents and sub-contractors involved in the provision or receipt of the Services and who have, and to the extent that they have, a need to know the same; and

4.3 The provisions of clause 4.2 above shall not apply to the whole or any part of the Confidential Information to the extent that it is:

4.3.1 trivial or obvious;

4.3.2 already in the other's possession without duty of confidentiality on the date of its disclosure;

4.3.3 in the public domain other than as a result of a breach of this clause; or

4.3.4 to the extent that disclosure of such information may be required by any governmental agency or by operation of law and, in either such case, the party required to make such disclosure shall use reasonable endeavours to notify the other party of such requirement prior to making the disclosure.

4.4 Realfiction ApS reserves the right to use all or part of any program, services or materials produced for or acquired on behalf of the Customer for demonstrating its expertise to potential clients, subject always to the provisions of this Clause 4.

#### **5. LAW**

This Agreement shall be governed by and construed in accordance with Danish law and the parties submit to the exclusive jurisdiction of the courts of Denmark.