

Terms and Conditions

1. Interpretation

1.1 Definitions:

- 1 **Business Day:** a day other than a Saturday, Sunday or public holiday in Denmark, when banks in Denmark are open for business.
- 2 **Contract:** the contract between the Customer and the Supplier for the supply of the Services in accordance with the Contract Details, these Conditions and Appendix A.
- 3 **Services:** the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract.
- 4 **Services Start Date:** the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- (b) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

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2. Background and purpose

- 2.1 Background: The Customer has decided to do a free trial of the Supplier's service.
- 2.2 The Supplier: UniHelper is a company that automates the group formation process for education institutions.
- 2.3 The Parties have agreed that the Supplier must form groups of the students that have been chosen as part of this free trial.
- 2.4 On this basis, the parties have entered into the following Contract.

3. Commencement and term

The Contract shall commence on The Service Start Date and when it has been signed by both parties and shall continue to the Service End Date, unless terminated earlier in accordance with its terms, until the earlier of:

- a) either party gives to the other not less than 5 Business Days' written notice to terminate;
- b) The Contract can be terminated by the Parties with 3 months' written notice to the end of a month.
- c) However, if one of the Parties materially breaches this Contract, the Contract may be terminated immediately on written notice to the other party.

4. Supply of services

- 4.1 The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with the Contract.

4.2 In supplying the Services, the Supplier shall:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform the Services in accordance with the service description 5.2
- (c) comply with all applicable laws, statutes, regulations from time to time in force provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract; and
- (d) take reasonable care of all Customer Data in its possession and make them available for collection by the Customer on reasonable notice and request, always provided that the Supplier may destroy the Customer Data if the Customer fails to collect the Customer Data within a reasonable period after termination of the Contract.

5. Obligations

5.1 The Customer shall:

- (a) cooperate with the Supplier in all matters relating to the Services;
- (b) provide, in a timely manner, such information as the Supplier may reasonably require.
- (c) Give the Supplier the opportunity to inform relevant stakeholders, such as teachers, tutors, mentors, etc., about the project, should it become necessary.
- (d) Set aside reasonable time for the Students to access the Supplier's online service and answer the questions in the service.
- (e) Refer the students to the UniHelper privacy policy (which may be updated from time to time), in order to comply with the information obligations the Customer has as data controller.
- (f) Share with the Supplier, in accordance with its information and data protection obligations, the knowledge and experience the Customer receives when using the service.

- (g) Assist in evaluating the experience of the Customer and their students
- (h) Participate in a meeting with the Supplier after the period for the service has ended to evaluate the experience.

5.2 The Supplier Must:

- (a) Formulate relevant questions and group formation criteria with input from the Customer
- (b) Make a service available that gives the Students the opportunity to answer an online questionnaire
- (c) Within the framework of the existing team formation on the courses, divide the Students into groups based on their answers.
- (d) Make a service available that enables the Customer to send emails with information about new study groups (names, contact details) directly to the Students.
- (e) Make a service available that enables the Customer to retrieve overviews of groups after group formation has ended.
- (f) Assist the Customer with other tasks related to group formation. This can be, but is not limited to, handing out material about group work, or evaluating the process.
- (g) Assist the Customer with larger tasks that are not normally carried out as part of the group formation but are related to the core work of UniHelper. For these tasks, the Supplier may demand additional payment. These terms are agreed between the Supplier and the Customer from time to time if relevant.

5.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

6. Limitation of liability

6.1 The services are provided “as is” and supplier makes no warranties of any kind, whether express, implied, statutory or otherwise, and supplier specifically disclaims all implied warranties, including any warranties of merchantability, non-infringement and fitness for a particular purpose or any implied warranties arising out of the course of dealing or the usage of trade, to the maximum extent permitted by applicable law. The Supplier does not warrant that the services, (including professional services or related deliverables, if any), are or will be error-free, will meet Customer’s requirements, or be timely or secure. Customer will not have the right to make or pass on any representation or warranty on behalf of the supplier to any third party.

6.2 References to liability in this clause 5 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

6.3 Nothing in the Contract limits any liability which cannot legally be limited.

7. Intellectual Property Ownership

7.1 All rights, title, and interest (including all copyrights and other intellectual property rights) in the Services belong to Supplier or its third party suppliers of materials. The Customer acquired no proprietary interest in the Services.

8. Termination

8.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

8.2 On termination of the Contract for whatever reason:

- (a) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9. General

9.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

9.2 **Assignment and other dealings.**

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.
- (b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

9.3 **Confidentiality.**

- (a) Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, Customers, clients or suppliers of the other party.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with the no disclosure obligations.

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

9.4 **Entire agreement.**

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

9.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) sent by email to the address specified in the Contract Details.
- (b) Any notice shall be deemed to have been received:
 - (i) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this, business hours means 9.00am to 4.00pm (GMT+2) Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10. Other provisions

- 10.1 The Customer acts as an educational institution, while the Supplier acts as an independent company. Nothing contained in this Contract shall be construed to imply a joint venture or partnership, or employer and employee relationship, or principal and agent relationship between the Parties and no Party shall have any right, power or authority to create any obligation expressed or implied on behalf of the other Party.
- 10.2 No Party shall have the right to assign, transfer, charge, sell or otherwise deal in its rights and/or obligations under this Contract, or any right arising under it.
- 10.3 Each Party shall comply with all applicable laws, statutes, by-laws and regulations of a governmental nature in its own jurisdiction.
- 10.4 No changes or additions to this Contract shall be binding unless it is in writing and signed by authorised representatives of both Parties.
- 10.5 If any provision of this Contract shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Contract and rendered ineffective as far as possible without

modifying or affecting the legality, validity or enforceability of the remaining provisions of this Contract which will remain in full force and effect.

- 10.6 Each Party shall bear its own costs in connection with the conclusion of this contract.
- 10.7 This Contract shall be governed by and construed in accordance with Danish law. Any dispute which may arise between the Parties concerning this Contract shall be determined by the Danish Courts and the Parties hereby submit to the exclusive jurisdiction of the Danish Courts for such purpose.
- 10.8 Each party shall live up to the terms of the [Data Processing Agreement](#). By agreeing to the terms set forth in this document, each party agrees to the terms and conditions in the above-linked Data Processing Agreement.