

# Terms and Conditions PRIVATE USERS

## Applicability

These terms and conditions are applicable to all agreements entered into with Ordbogen A/S concerning the purchase of services from the websites [www.ordbogen.com](http://www.ordbogen.com), [www.lemma.com](http://www.lemma.com), [www.grammatip.com](http://www.grammatip.com), [www.educas.com](http://www.educas.com) and [www.vikartimen.dk](http://www.vikartimen.dk) as well as apps and other software belonging to Ordbogen A/S (hereinafter: "Ordbogen's Products").

The legal contracting party of the customer is Ordbogen A/S (hereinafter: "Ordbogen"), Central Business Register (CVR) number 26 40 40 37, situated at Billedskærervej 8, DK-5230 Odense M.

## Payment

Unless otherwise agreed in writing, all prices are based on an annual prepayment of the subscription service. The stated price is always inclusive of Danish VAT (moms). The VAT rate is the Danish VAT rate in force at any time.

Ordbogen reserves the right to regulate the price of Ordbogen's Products from one subscription period to the next.

Immediately upon Ordbogen's registration of the payment, the user access is activated.

## Payment Methods

The following payment methods can be used by private users:



Dankort/Visa-Dankort



VISA



VISA Electron (Danish)



EuroCard/MasterCard



JCB



Maestro

Purchase via SMS – SMS access to Ordbogen.

If the payment card or credit card has expired or is declined at the automatic extension of an existing subscription, the subscription will end at its expiration, and a new subscription must be purchased in order to access Ordbogen's Products.

## Right of Cancellation

The provisions of the Danish Consumer Contracts Act (Forbrugeraftaleloven) are derogated by accepting the terms and conditions, meaning that no 14-day right of cancellation applies.

## Termination

Private users must terminate the subscription before it expires, at the latest. The subscription can be terminated immediately via [www.ordbogen.com](http://www.ordbogen.com) or by written request to [support@ordbogen.com](mailto:support@ordbogen.com).

## **Complaints & Liability**

Ordbogen is based on a dependable and thoroughly tested system where errors may occur in exceptional cases.

If errors or defects are ascertained, the customer must file a complaint in writing as soon as possible and no later than 8 days after the time at which the customer ascertained the error or defect.

If problems of a technical nature arise, Ordbogen is solely obligated to remedy the problem. The customer cannot claim damages or any other kind of compensation for the time elapsed from the occurrence of the error or defect until the time at which the problem is remedied.

If the problem is the result of incorrect use of hardware or software, Ordbogen reserves the right to invoice the work done, in accordance with the prices prevailing within the trade. If Ordbogen offers repairs or remediation of the defect, or replacement with similar substitutable services, the customer is not entitled to terminate the contract or to claim any kind of damages or reduction. Ordbogen is without liability for any delay as a result of the remediation or replacement.

In no case is Ordbogen liable to be called to account for loss or damages, attributable to the use of Ordbogen's Products – be it directly or indirectly. The customer must indemnify Ordbogen to the extent that Ordbogen should incur liability for such loss or damages.

## **Misuse**

### *Misuse of licence.*

Username and passwords are to be construed as confidential information and may exclusively be utilised for one's personal (internal) use. If Ordbogen ascertains that a misuse of username and password has occurred, the customer must pay a contractual penalty of DKK 5,000 per breach. If the misuse consists of maintaining a condition contrary to the agreement between the parties, each day or part thereof is considered one new breach with the consequential obligation to pay a contractual penalty of DKK 5,000 for every day or part thereof. No distinction is made between non-business days and business days.

### *Misuse of network agreement.*

By a network agreement is meant an agreement comprising an agreed number of licences. Each licence permits one natural person to make use of the network. If the number of natural persons with – direct or indirect – access to the network exceeds the number of licences, this is construed as misuse of the agreement, and in this situation, the customer will be obligated to pay a contractual penalty of DKK 5,000 per breach.

In the event of any kind of misuse, Ordbogen is entitled to claim damages according to the general rules of Danish law, if evidence can be provided of an economic loss greater than DKK 5,000 per breach or per day or part thereof.

## **Copyright and Other Rights**

Any duplication, transfer or distribution, in full or in part, or any kind of storage or display of the contents to anyone other than the direct beneficiary may not occur without prior written consent from Ordbogen and potential third-party rightsholders of Ordbogen's Products.

Any material in or in relation to Ordbogen's Products – images, graphics, texts, examples, descriptions, hardware, program code, etc. – belongs to Ordbogen, and, likewise, all rights to domain, trademark, etc., also belong to Ordbogen.

If the customer violates the copyright, trademark rights, design rights or other rights, the customer is obligated to pay a contractual penalty of DKK 100,000 for each breach. If the violation consists of maintaining a particular condition contrary to the agreement between the parties, each day or part thereof is considered one new breach with the consequential obligation to pay a penalty of DKK 100,000 for every day or part thereof. No distinction is made between non-business days and business days.

Furthermore, Ordbogen is entitled to claim damages according to the general rules of Danish law, if evidence can be provided of an economic loss greater than DKK 100,000 per breach or per day or part thereof.

In addition to payment of contractual penalty, Ordbogen can demand the granting of an injunction without provision of security if Ordbogen ascertains that distribution or other transmission of Ordbogen's works is taking place.

### **Systematic/Automatic Extraction of Data**

Searching or extracting – in part or in full – material from Ordbogen's Products and third-party rightsholders of Ordbogen's Products may not be carried out by automatic or systematic methods, and storage of Ordbogen's works or other material may not be carried out on media with the customer, the employees of the customer or the business partners of the customer, etc. Making use of material in Ordbogen's Products by automatic or systematic methods, may not take place without prior written consent from Ordbogen. Automatic or systematic extraction of material is construed as slavish copying of Ordbogen's works.

If the customer violates the stipulation on systematic/automatic extraction of data, the customer is obligated to pay a contractual penalty of DKK 100,000 for each breach. Each day or part thereof on which systematic/automatic extraction of data can be ascertained, is considered one new breach with the consequential obligation to pay a penalty of DKK 100,000 for every day or part thereof. No distinction is made between non-business days and business days.

In addition to payment of contractual penalty, Ordbogen can claim damages according to the general rules of Danish law.

In cases of gross violation, the violation will be reported to the police as a criminal offence.

In addition to payment of contractual penalty and police report, Ordbogen can demand the granting of an injunction without provision of security if Ordbogen ascertains that distribution or other transmission of Ordbogen's works is taking place.

### **Force Majeure**

Any order received is subject to force majeure, including war, mobilisation, riots, natural disasters, strikes and lockouts, unavailability of supplies, fire, damage to Ordbogen's Products, production facilities of suppliers, change of law, regulations issued by an EU authority, or any other event which hinders or limits Ordbogen's ability to supply or perform the service in question.

In the case of force majeure, Ordbogen may either choose to terminate the contract – in part or in full – or to supply the agreed service as soon as the hindrance to normal supply has ceased to exist. In case of force majeure, Ordbogen cannot be held liable for

any direct or indirect loss on part of the customer or the customers of the customer resulting from the failure to perform the service in question.

### **Applicable Law and Jurisdiction**

Any dispute regarding the entering into, interpretation or implementation of these terms and conditions must be settled according to Danish law with Odense Court (Retten i Odense) as the court of first instance. If both parties so wish, a dispute may alternatively be settled by arbitration in Odense Court. In this situation, the President of Odense Court must designate the arbitrator. Danish law is to apply to the contractual relationship of the parties. The conflict of laws rules of Danish private international law do not apply.

### **Reservation**

These terms and conditions are subject to the general reservation for all changes without prior notice, such as misprints, changes in prices or exchange rates as well as changes to the specifications of the product.

This translation of the original Danish terms and conditions (Handelsvilkår Privat) is a courtesy translation. In the event of a dispute about the contents or interpretation of these terms and conditions, the Danish language version shall apply. The Danish version is available on our platform (by selecting Danish language).

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Contact may be made to:

Email: [support@ordbogen.com](mailto:support@ordbogen.com)

Telephone: +45 6612 6000