



Terms of Service

Last Updated: 08 March 2022

1. AGREEMENT

1.1 These Terms of Service (referred to as “Terms”), and any other agreements referred to in this Terms of Service, form the agreement between Shopperly.dk (also referred to as “we”, “us”) and the user (also referred to as “customer”, “you”). Each a “party”; together the “parties”.

1.2 By creating an account and ticking the box named ‘I agree to the Terms of Service, Privacy Policy, Cookie Policy and Data Processing Agreement’ at the website Shopperly.dk including subdomains, you:

- a. agree that you are 13 years of age or older and are of legal age for your country of residence so that you have the legal capacity to form a legally binding agreement at law, and if you are considered a minor that your parent or legal guardian have read and agrees to form a legally binding agreement on your behalf; and
- b. confirm that you have the legal capacity and are authorized to form and agree on a legally binding agreement if you’re accessing Shopperly on behalf of a company or any other commercial entity that you may represent, thereby binding it to these Terms; and
- c. recognize that these Terms and use of Shopperly apply to you or any person, company or the like you may represent; and
- d. understand in full and agree to these Terms of Service and that you or any person, company or the like you may represent also agree to all other Terms and Policies, which can be found here:
[Privacy Policy](#)
[Cookie Policy](#)
[Data Processing Agreement DPA](#)

1.3 When signing up to Shopperly from the signup page with your email address, you become the owner of your own separate instance of the Shopperly platform.

All users and administrators you create or invite must at all times, like you, be in compliance with the rights and obligations of this agreement and all other agreements between you and Shopperly, including compliance with applicable laws and regulations.

If any user you create or invite to your instance cannot agree with all aforementioned agreements, laws and regulations, you must either cease creating or inviting that user or terminate that user's access to the platform.

You can freely create several types of data in Shopperly as further explained in our DPA. This includes inviting other users to use the platform and provide data as well. We do not assume any responsibility for the data you create yourself, or that of the users you choose to invite to your instance.

If we at any time decide to monitor or analyze this data, this does not mean that we assume responsibility for it.

1.4 If you do not agree to these Terms, you may not create an account, or access and use Shopperly, and you must immediately stop doing so.

1.5 If you have previously been banned from Shopperly or any of our services for any reason, you may not create an account, or access and use Shopperly or any of our services, and you must immediately stop doing so.

2. CHANGES

2.1 We may change these Terms at any time and we will notify you of the changes either by email or by posting a notice on our website: Shopperly.dk.

Unless stated otherwise, any changes take effect from the date mentioned in the notice.

You are responsible for familiarizing yourself with these changes and by continuing to use this or any of Shopperly.dk's platforms you agree to the most recent updated Terms.

2.2 The effective date of these Terms are stated and maintained at the top of this document.

3. DESCRIPTION & SERVICES

3.1 Description of the product that is Shopperly (also referred to as "product", "software", "platform", "service"):

- a. Shopperly is delivered to you as Software as a Service (referred to as "SaaS"). This means that you gain access to our services through a web browser.
- b. Shopperly has been thoroughly tested and we consider it stable but as with all software, unknown bugs may be present in the code.

Bugs can adversely affect the quality of the service and therefore we urge you to report any bugs you may find to: contact@shopperly.dk

By using our services you must carefully consider what data you put into it and recognize that your data could be lost due to software bugs but also unforeseen events or accidents.

- c. You can use Shopperly for free or by purchasing a subscription. Features will be limited in the free version. Differences between the two are stated on <https://shopperly.dk>

This is described in more detail in the section Definitions And Interpretation of this document in section 5.3

3.2 Technical:

Shopperly is developed to run optimally in Google's Chrome™ browser, which we therefore suggest using to get the best experience.

3.3 Support:

We currently do not provide any support for free users.

The interface is designed to be straight forward and very user friendly, but if you experience otherwise please let us know.

For paying subscribers to the platform we provide email support. We aim to reply to support requests within a maximum of 24 hours from the initial contact on normal business days.

Whether you are a free og paid user, we value your feedback greatly and suggest that you use the built-in feedback tools (light bulb icons) in the interface to submit feedback, keeping in mind that this is one-way communication and not a support channel.

3.4 Subcontracting:

We use subcontractors.

A current list of our subcontractors and their purpose can be found in the DPA under Appendix B.

You also accept our use of subcontractors when agreeing to the DPA.

If you cannot accept our use of subcontractors you cannot use Shopperly.

3.5 Modifications and termination of service:

- a. Shopperly is in its early stage of development and a lot of features and functionality are planned for the future. You must acknowledge that these changes and modifications might also omit previous available features.

b. Termination by us:

We may at any time, and for any reason, with or without cause, terminate this agreement and all other agreements between you and Shopperly.dk, and discontinue all, or parts, of our services completely, including shutting down the entire platform.

We will attempt to communicate this to you in a written notice at least 30 days beforehand.

In case we for any reason do this, we will try to keep our services running for as long as possible for customers with paid subscriptions. You agree that Shopperly.dk holds no liability to you, and that Shopperly.dk will not refund any amounts that have already been paid in full, to the fullest extent permitted under applicable law.

c. Termination by you:

Both free and paying customers can choose to terminate this agreement and close their Shopperly account.

For customers using the free version, follow the instructions in section 4.4

For paying customers the procedure is described in detail in section 5.2 and 5.3

4. USE OF THE SERVICES AND RESTRICTIONS

4.1 In the event of violations of any of our Terms and policies, Shopperly.dk may, in its sole discretion, choose to suspend or terminate any user's access to the platform without notice.

4.2 The use of Shopperly comes with some restrictions:

- a. Access and use of Shopperly should be done only through the interface that the web page provides you on the website.
- b. You may not:
 - a. use Shopperly for illegal purposes or any activity that is beyond the scope of intended use; or
 - b. in any way try to break or disrupt our services; or
 - c. try to access data that you are not authorized to access; or
 - d. web crawl the website of Shopperly.dk, any of its pages or subdomains; or

- e. in any way exploit a bug you may find in the platform, instead notify us at: contact@shopperly.dk so we can patch it; or
 - f. seek the underlying source code by reverse-engineering, deconstructing or disassembling any part of our services; or
 - g. use the platform to gain knowledge in regards to developing a competing product; or
 - h. gain access to Shopperly to perform widely publicly perceived malicious acts.
- c. In short: You must only use Shopperly for lawful purposes and in accordance with these Terms of Services.

You are solely responsible for the content you put into Shopperly. That means you must comply with all laws and not input any type of data into Shopperly that you are not authorized or otherwise permitted by law to manage. You also accept this when agreeing with our DPA.

- 4.3 You are not allowed to reproduce, duplicate, provide, host/re-host, sub-license, sell or exploit our services or parts thereof to any party for any private or commercial purpose.

Shopperly may also not be incorporated into any other software or service, without our written consent.

4.4 Managing accounts:

- a. From the administration page you can at any time delete user accounts, with the exception of the one you signed up with.
If you choose to do so, personal information about that user will be irrevocably deleted, including name, email address and profile picture - with the exception of the user information stored directly on orders, as we need to keep historical information for legal purposes.

To delete the entire account you signed up with, contact us at: privacy@shopperly.dk

For general information regarding privacy and the processing of your data, see the details in the DPA and in the Privacy Policy.

- b. If you or users created or invited by you engage in any unlawful activity or in any way use Shopperly in ways that violate any of our policies, we may choose to terminate the user's entire account.

Depending on the severity of the offense, we will take measures such as retaining personal information and if necessary contacting appropriate authorities.

Users can notify us of such activities at: contact@shopperly.dk

4.5 Inactive accounts:

- a. We reserve the right to terminate inactive accounts and we may perform annual clean-up routines and delete data and accounts that have not had any activity for over 12 months.
- b. If you know that you will be absent for more than 12 months from your last login date, you should consider backing up or deleting your data and consider terminating your account in advance.

5. PRICING AND PAYMENT

5.1 Shopperly is available in a free version with limitations on certain features, and a paid version where those limitations are removed or otherwise loosened.

5.2 Paid version (subscription):

- a. To get access to the paid version of Shopperly, you subscribe for 12 months at a time (subscription term), always paid in full, and always paid annually in advance.
- b. Each subscription term will continuously renew for an additional 12 months until canceled.
- c. The effective date begins when written acknowledgement from the customer has been received.
This date also marks the yearly renewal date of the subscription.
- d. To cancel a subscription the customer must give written notice of termination, at least 3 months prior to the renewal date.
- e. If your subscription expires without renewal you will no longer have access to your Shopperly instance.
- f. Upon renewal the price may be adjusted to compensate for competition, inflation and continuous development of the system, among other things. The applicable price will always show on the invoice.

If you do not find the new pricing acceptable and wish to cancel your subscription, you can do so by contacting us in writing, even if less than 3 months remain on your subscription.

After receiving your cancellation request the procedure described in section 5.3 will apply to your subscription.

- g. Prices are stated in danish kroner DKK.

5.3 If the customer chooses to cancel their subscription, their Shopperly instance will remain active until the end of the subscription term, thus giving them time to manually extract all data and information they might require.

There will be no further invoicing and the customer will henceforth no longer have access to the system.

6. DEFINITIONS AND INTERPRETATION

6.1 **Time** and **timezones** (referred to as "TZ") should be interpreted as local danish time i.e. CEST or UTC +2 during summer and CET or UTC +1 during winter.

Our data is currently being processed by subcontractors located in Denmark and is therefore marked with these dates.

6.2 **Data** or **content** means any type of information you, directly or indirectly, create in or put into Shopperly.

This is also described in more detail in our DPA, which you also agree to upon signup.

6.3 **Free of charge** means 100% completely free.

Users can choose to use Shopperly without paying anything. Shopperly is also offered in a paid version that a user can choose to subscribe to.

6.4 **Service** or **services** refers to Shopperly and underlying systems making it possible for the platform to run.

6.5 **Maintenance** or **patch** refers to implementations or any type of updates or changes to our services that can result in the platform being down for any period of time.

7. GUARANTEES

7.1 Shopperly.dk will always try to keep the service running as stable as possible, but as described in 3.5a the early stage nature of the platform may result in either planned or non-planned downtime.

We aim to keep downtime hours to a minimum and not during business hours.

7.2 We value feedback greatly, but we do not provide any guarantee that suggestions and feedback will be implemented in Shopperly.

Bugs/errors in the products will be prioritized higher than feature requests, but even these are not guaranteed to be implemented.

8. LIMITATION OF LIABILITY

8.1 Shopperly is provided "as is" without warranty of any kind. By choosing to use Shopperly you therefore acknowledge that you are informed of the risks described in these Terms, such as termination of the entire service resulting in complete data loss, and that you should exercise caution when deciding what data to put into any software.

Shopperly.dk's hosts perform backup but even this can fail and data corruption can happen. Shopperly.dk is not liable for any damages resulting from this.

Shopperly.dk or any future parent or associated company or its affiliates cannot under any circumstances be held liable to its users for any loss of profit or goodwill, loss of business and business opportunities, direct or indirect damages, not even if these arise from not being able to access the platform.

8.2 We cannot be held responsible for any events that are beyond our reasonable control, so-called force majeure. Examples of these events are not limited to but could include strikes, union disputes, war, civil war, terrorism, riots, vandalism, act of God, natural disasters, fires, floods, failure or breakdown of communication and data services, cyber-crime, cyber-war, restrictions of public, governmental, national or international character, epidemics, pandemics, power outages, interventions against import and export.

9. PRIVACY

9.1 We may analyze some of the data provided by you, directly or indirectly, to enhance the platform, provide data insights to you and to learn more about the usage of Shopperly.

Shopperly.dk takes data privacy seriously and the nature of how and why we process your data and information is described in detail in our Privacy Policy.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Shopperly.dk web page and all parts that make up the product Shopperly is owned by us and is our intellectual property. Examples of these parts include but are not limited to, the source code, text, logos, graphics and design, stories and marketing material. We use some open source libraries, these are credited where used.

10.2 You are not allowed to use Shopperly.dk's intellectual properties anywhere, except our graphics and logos for journalistic purposes like news articles or the like, where you explicitly credit us, and provide a link to our main website: <https://shopperly.dk>

Avoid distortion and keep the original aspect ratio of images and graphics.

10.3 You own the data you put into Shopperly as you are the author of it. You are therefore responsible for making sure that you are allowed to share and manage that data. You are always liable for maintaining your data according to applicable laws and our DPA which you also accept.

10.4 You grant us an irrevocable and perpetual license to freely use the feedback you provide us, to develop our services.

11. GENERAL

11.1 These Terms and other agreements referred to in this Terms of Service are governed by and must be interpreted in accordance with the laws of Denmark and/or the European Union.

11.2 Any dispute that cannot be settled in writing between the parties must be carried out under the jurisdiction of danish law and must take place at:

Retten i Aarhus

<https://www.domstol.dk/aarhus/>

Vester Allé 10, 8000 Aarhus C, Denmark

11.3 For any questions regarding these Terms of Service or any other Terms and Policies, please contact us at: contact@shopperly.dk

11.4 We reserve the right to update or change any information such as text, graphics and interface in the entire platform and on all of our web pages without prior notice. This also includes, but is not limited to, web page layout, correcting any errors and adjusting pricing.