



End User License Agreement

These Terms specify how you may use Planday, which is licensed by us to you, the End User, free of charge.

1 About our Terms

These Terms specify how you may use the software named "Planday" (the App) which is licensed by us to you, the End User, free of charge. Your licence to use this App is subject to your prior acceptance of these Terms which you should read carefully before proceeding to use the App. Your use of the App means that you also agree to the terms of our Privacy Policy and our Cookie Policy. These Terms together with the Privacy Policy and Cookie Policy constitute the entire agreement between us relating to the App. We reserve all rights in and to the App not expressly granted to you under these Terms. References in these Terms to the App includes any changes to or enhancements of the App. If you have any questions about the App, please contact us by email support@planday.com.

2 Definitions

Content means any text, image, video, audio or other multimedia content, or other information or material submitted to or otherwise contained in the App; Terms means these terms and conditions of use as updated from time to time under clause 11; Cookie policy means the policy, which governs how we use cookies in the Site; Privacy Policy means the policy, which governs how we process any personal data collected from you; We, us or our means Planday A/S, CVR no. 2766 6248, and the registered office of which is at Kuglegårdsvej 7-9-11, DK-1434 Copenhagen, Denmark. References to us in these Terms also includes our group companies from time to time including Planday Limited, Planday GmbH, Planday Norge AS, Planday Inc

and Planday Vietnam Co. Limited; and You or your means the person accessing or using the App or its Content.

3 Licence

3.1 The App is for your personal use only and you agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the App; and keeping your login and password (and other details associated with your account) confidential. We may prevent or suspend your access to the App without notice if we reasonably consider that you have not complied with any part of these Terms or any terms or policies to which they refer or any applicable law.

3.2 We grant to you a non-transferable licence to use the App on any computer and/or mobile device that you own or control. These Terms together with the Privacy Policy and the Cookie Policy shall govern all Content and materials accessible from the App. You are not entitled to transfer or sublicense your use of the App nor copy, reverse-engineer, attempt to derive the source code of, modify or otherwise misuse the App or any part thereof.

4 Ownership, use and intellectual property rights

The App and all intellectual property rights in it are owned by us. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered (anywhere in the world). Nothing in these Terms grants you any legal rights of or in the App other than as necessary to enable you to access the App and upload Content.

5 Uploading information to the App

You agree that we may collect, use and retain any and all personal data, as that term is used in data protection legislation (including the General Data Protection Regulation (GDPR) (EU) 2016/679), uploaded to the App by you or on your behalf. Our use of your personal data is set out in our Privacy Policy and you agree not to input sensitive personal data (also known as special category data). You agree that we may also collect and use technical data and related information, including but not limited to data about your device and system, to enable us to improve the App, facilitate the provision of any updates to you or otherwise support your use of the App.

6 Termination

These Terms shall be effective until terminated by you or us. Your failure to comply with any of these Terms will result in your rights hereunder terminating automatically.

7 Integrated applications

You may be able to access our App in connection with or via other third party applications, services and websites. You agree to use such third party applications, services or websites at your sole risk and that you shall not hold us liable for any such third party applications, services or websites.

8 Limitation on our liability

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for: any losses that (a) were not foreseeable to you and us when these Terms were formed or (b) were not caused by any breach on our part; loss of data; loss of use, whether as a result of computer viruses, spyware or malware of any description or any material which might adversely affect the operation of any computer hardware or software or any communications network which affects you as a result of accessing the App; business losses; and losses to non-consumers. In any event, we shall only be liable for direct losses (excluding indirect losses) and shall not otherwise be liable to you for any damage suffered by you unless, subject to the exclusions set out above, such damage has directly been caused by your use of the App in accordance with these Terms and, where applicable, the Privacy Policy and the Cookie Policy. To the extent that we do incur any liability to you, our aggregate liability to you (other than for those liabilities we cannot exclude in law) shall not exceed €25.

9 Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; failures of or problems with the internet or a part of the internet; hacker attacks; virus or other malicious software attacks or infections; power failures; flood, fire, explosion or accident.

10 Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

11 Variation

These Terms are dated 07 May 2018. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the App and/or our website (www2.planday.com) and by continuing to use and access the App following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

12 Governing Law

12.1 These Terms will be governed by and construed in accordance with the laws of Denmark. The courts of Denmark will have exclusive jurisdiction to settle any dispute which arises out of or in connection with these Terms.