



LICENCE TERMS FOR WHISTLEBLOWER PARTNERS SYSTEM

1. INTRODUCTION

These Licence Terms lay down the terms and conditions that apply to the licensing of the Whistleblower Partners System.

1.1 DEFINITIONS.

The Licence Terms apply the following definitions:

"The System"	The Whistleblower Partners System, which allows natural persons to report or publish information about violations of which they have become aware through their work-related activities, cf. the Whistleblower Directive. A more detailed description of the System can be found on Whistleblower Partners ' information page about the product: https://whistleblowerpartners.com/
"The Agreement"	The Parties' agreement on licensing of the Licensed Product and any other services.
"Licensor"	Whistleblower Partners ApS.
"Licensee"	The customer who has entered into an agreement on delivery of the Licensed Product.
"Users"	(including students and other users) Anyone who has access to the Licensed Product, including employees, students and other users.



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"Licensed Product"	Those of the Licensor's online products that are covered by the Agreement and for which the Licensee pays a licence fee, and which are subject to these Licence Terms.
"Licensing Right"	The Licensee's right to use the Licensed Product, obtained upon acceptance of the Licence Terms and payment of the licence fees associated with the licence.
"Licence Terms(s)"	These licence terms, annexes thereto, as well as any subsequent additions or changes, including price changes, cf. section 13 of the Licence Terms.

2. SCOPE OF THE LICENSING RIGHT

2.1 THE WHISTLEBLOWER SYSTEM

The Agreement gives the Licensee the right to use the System under the following Licence Terms. The System is delivered to the Licensee by the Licensor, who holds all rights to the System.

2.2 RIGHT TO USE THE LICENSED PRODUCT

Upon acceptance of the Licence Terms and payment of the licence fees attached to the Licence, Licensee obtains a time-limited, non-transferable and non-exclusive right of use of the Licensed Product and any subsequent updates of the Licensed Product in accordance with the Licence Terms.

In connection with normal use of the Licensed Product, the right of use only gives the Licensee the right to make entries and manual searches, to print, to electronically copy to own documents, to physically copy content for internal use by Licensee and to download parts of the Licensed Product. Information and data that make up all or part of the Licensed Product which is obtained by Licensee may not be used in or for activities that compete with the Licensor's current business areas.

The Licensed Product or parts thereof may not be disclosed or otherwise made available to third parties. The Licensee may, however, pass on information, collection of information or similar extracts from the Licensed Product to third parties, e.g., the police or other relevant authorities, if disclosure is necessary for Licensee's protection of its or Users' legitimate interests in connection with the use of a whistleblower system.



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The Licensee may not permit any third party to modify the Licensed Product or other material provided by the Licensor in any way.

2.3 TECHNICAL PREREQUISITES FOR USING THE LICENSED PRODUCT

The Licensee is responsible for acquiring and installing browser software suitable for displaying the Licensed Product. The Licensee is aware that the opportunity to use the Licensed Product depends on Licensee's choice of browser software. The licensor ensures that commonly used browsers are supported. By inquiry to the Licensor, the Licensee shall be informed of which browser software can be used to display the Licensed Product. The Licensor is entitled to modify its software with the effect that the Licensee has to acquire and install new browser software in order to be able to use the Licensed Product. The Licensee is also responsible for establishing a connection to the Licensor's server and for maintaining this connection.

2.4 COMPLIANCE WITH THE LICENCE TERMS

The Licensee is obligated to ensure that the Licensee's Users are informed of, comply with the Licence Terms, and respect the Licensor's intellectual property rights, including copyrights. The Licensor continuously checks that the Licence Terms are complied with. If the Licensor has a reasonable suspicion that the Licensee is in breach of the Licence Terms, the Licensee must, at the Licensor's request, explain in writing matters of significance for the assessment of whether the Licence Terms have been breached.

3. ACCESS TO THE SYSTEM

The Licensee has access to use the System for the time period stated in the Agreement.



4. UPDATING AND CHANGING THE LICENSED PRODUCT

4.1 UPDATE

The Licensor has the right to continuously update the Licensed Product when the Licensor deems it necessary. Such updating does not entail any restrictions or changes in the Licensee's obligations to the Licensor, which includes that such changes to the Licensed Product do not entitle the Licensee to exercise remedies for breach of contract towards the Licensor.

4.2 CHANGE

The Licensor is also entitled to make changes to the functionality of the Licensed Product, including removing and/or changing functions as the Licensor deems necessary in order to generally provide the best possible service to its customers. At all times, it is the Licensor who decides which functionalities live up to this requirement. Such changes to the functionality of the Licensed Product shall not entail any restrictions or changes in the Licensee's obligations to the Licensor, just as such changes to the Licensed Product shall not entitle the Licensee to exercise remedies for breach of contract towards the Licensor. However, a removal of essential functions, such as functions that support the very purpose of the whistleblower system, must be considered a change to the Licence Terms. In the event of such removal, all that is stated in the Section 13 of the Licence Terms thus applies, of which it states i.e., that the removal must be notified as further described in section 13.

5. RIGHTS

5.1 RIGHTS TO THE LICENSED PRODUCT

The Licensor, or any third party from whom the Licensor derives its rights, holds the copyright and any other right to the Licensed Product, including to html code, text, images or other elements that Licensee may access through the System. Copyright also includes any physical material, including user manuals and teaching materials, provided by the Licensor to the Licensee. The Licensee must respect the rights of the Licensor or third parties, and the Licensee is liable without limitation of amount for breach of these rights, including by unauthorised transfer of the Licensed Product to third parties.



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The Licensee may not break or alter any security mechanisms, including security codes, just as the Licensee may not alter or remove entries in the Licensed Product regarding rights, trademarks, product information or the like.

5.2 RIGHTS TO ENTRIES ETC.

The Licensee and its Users dispose of their own entries, including content in the form of images or similar documentation material, in the System. Thus, the Licensor does not use such entries, etc. for their own purpose.

The Licensee agrees that, to the extent compatible with GDPR, the Whistleblower Directive or other legislation, the Licensor shall delete all entries etc. prepared by the Licensee or its Users upon termination of the Agreement.

The Licensee shall ensure that the Licensee's Users are informed that the Users' entries etc. will be deleted upon termination of the Agreement.

6. PAYMENT FOR THE LICENSED PRODUCT

6.1 PAYMENT

Payment of the licence fees associated with the licence must be made in accordance with the payment terms of the Agreement.

6.2 CANCELLATION, TRANSFERRING OR PURCHASING ADDITIONAL USER ACCESSES

A cancelled user access will not be credited, regardless of when during the subscription period the cancellation takes place. The Licensee has the option to transfer a cancelled user access to another User during the remaining part of the subscription period.

The Licensee has the option to purchase additional user accesses. These will be billed in connection with the creation of the user access and billing will cover the remaining part of the current subscription period.



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7. TROUBLESHOOTING

The Licensed Product is licensed as it is and exists, without any warranty whatsoever. The Licensor thus provides no guarantee that the performance of the Licensed Product and the connection to the Licensed Product will be without interruptions and error-free. The Licensor regularly tests the Licensed Product but cannot rule out that the Licensed Product – like any other software made available online – contains errors and inconveniences. The same applies to content errors. The Licensor strives to correct all errors and inconveniences in the Licensed Product continuously, but the Licensor offers no warranty that all errors and inconveniences will be corrected.

8. SUPPORT

The Licensee is entitled to both telephone support and support via email from the Licensor's help desk. This support only applies in relation to the Licensed Product and not in relation to the interaction with the Licensee's IT equipment, browser, programs, etc.

The Licensor provides support within the Licensor's normal opening hours, which appear on the Licensor's website at all times. The Licensor strives to respond to all inquiries as quickly as possible and confirms receipt within one business day. A response to the inquiry can be expected within three working days. If an inquiry is of such a nature that further investigations are required, the Licensee/User will be notified within three working days with an estimate of when the inquiry can be answered.

9. LIABILITY AND COMPENSATION

The Licensor is responsible for ensuring that the System complies with relevant legislation, including requirements pursuant to the Whistleblower Directive and GDPR.

The Licensor's liability for damages is governed by the general rules of Danish law, though the following limitations of liability do apply.



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Under no circumstances shall the Licensor be liable to the Licensee for indirect losses or consequential damages arising in connection with the use of the Licensed Product, including operating loss, loss of expected profit, loss of goodwill and other forms of consequential damage.

The Licensor's liability for loss or damage may in no case exceed DKK 1,000,000 per subscription period.

The Licensor disclaims any responsibility for loss or damage that can be attributed to the Licensee's own connection to the Licensor's service, including lack of internet connection, system breakdown, etc. The same applies in relation to the Licensee's other IT equipment, browser, software, etc.

In the event of the Licensee's breach of the Licence Terms, the Licensor, in addition to any claim for compensation for unauthorised use of the Licensed Product, is entitled to compensation in accordance with the general rules of Danish law.

10. FORCE MAJEURE

Under the Agreement, neither party shall be held liable to the other party for matters beyond the control of the party which the party could not be expected to take into account at the conclusion of the Agreement nor avoided or overcome, including but not limited to war and mobilisation, civil unrest, natural disasters, strikes, lockouts, failing supplies of raw materials, fires, damage to production equipment, disruption of ordinary communication and traffic, including energy supply and import and/or export bans. Matters impacting a party's supplier are considered force majeure for that party under the Agreement, if there is a similar obstacle for the supplier and the supplier could not be expected to avoid or overcome this, possibly by using an alternative supplier.

If such event persists for 14 days or more, the party not affected by the event shall have the right to terminate the Agreement with immediate effect by giving written notice to, and without liability towards, the party affected by the event.



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11. TRANSFER

The Licensee may not, without the written consent of the Licensor, transfer its rights and obligations under the Agreement to third parties.



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12. DURATION, TERMINATION AND REVOCATION

The Agreement runs until terminated by either Party. Termination can take place at any time, but no later than 14 days before the end of the current subscription period. The termination takes effect for the next subscription period.

Termination must be made in writing, either by letter or email.

The Licensor is entitled to terminate the Agreement without notice and with immediate effect, if the Licensee does not comply with the Licence Terms.

In such cases, the Licensee is entitled to receive a refund of excess prepaid licence fees for the remainder of the subscription period.

13. AMENDMENT OF THE LICENCE TERMS

The Licensor may change the Licence Terms at any time, which includes making price changes, provided that such changes be notified to the Licensee no later than 30 days before the end of the current subscription period. The Licensor's notice to Licensee must state the changes made. Any changes to the terms, including price changes, shall take effect from the next subscription period.

If the Licensee does not wish to be bound by the amended Licence Terms, the Licensee must notify the Licensor in writing that the change to the Licence Terms cannot be accepted no later than 14 days before the end of the current subscription period. The Agreement is hereby deemed to have been terminated by the Licensor's notice of the change to the Licence Terms in accordance with the Licence Terms section 12, 1st paragraph.

If the Licensee has not notified the Licensor within 14 days before the end of the current subscription period that the change to the Licence Terms cannot be accepted, then the Agreement shall continue in accordance with the changed Licence Terms.



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14. PROCESSING PERSONAL DATA

In connection with the delivery of the Licensed Product, personal data shall be collected and processed about the Licensee's and its Users' use of the Licensed Product. In addition, the personal data, including data on sole proprietorships, that the Users may enter into the System will be processed.

The processing of personal data will – if, in addition to the Whistleblower Partners System, the Customer also subscribes to the Whistleblower Partners Screening Service – take place in accordance with the terms of the applicable Whistleblower Privacy Policy, as found at whistleblowerpartners.com/legal/system-screening/. If the Customer only subscribes to the Whistleblower Partners System, the processing of personal data is governed by the data processing agreement, which can be found at whistleblowerpartners.com/legal/system/.

15. CONFIDENTIALITY AND SECURITY

15.1 CONFIDENTIALITY

The Licensor ensures that the Users' entries in, and other interactions with, the System are treated confidentially, cf. the Whistleblower Directive, including that such material is not passed on to unauthorised persons or otherwise becomes known to unauthorised persons.

The Licensor further ensures that Access to the Users' entries is only granted to those of the Licensor's employees for whom such access is necessary for the performance of the employee's job functions at the Licensor.

15.2 SECURITY

The Licensor ensures that the Users' reports, including documentation, are stored in a data environment which meets security requirements corresponding to the requirements for the storage of personal data, as well as the security requirements laid down in the information security legislation in force at the time.

Once a year, and at any time at the Licensee's request, the Licensor is obliged to send documentation for the Licensor's certificates regarding fulfilment of the requirements for the storage of personal data as well as security requirements that follow from the legislation in force at the given time.



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16. BASIS OF THE AGREEMENT

The overall basis of the agreement consists of the parties' written agreement (the "Agreement", which includes i.a. the price, subscription period and any special terms) and these Licence Terms. In the event of a conflict of interpretation, the Agreement takes precedence over the Licence Terms.

17. APPLICABLE LAW AND VENUE

The Agreement is subject to Danish law. Any dispute that may arise in connection with the Agreement, including disputes regarding the existence or validity of the Agreement, shall be settled by the Copenhagen City Court.