

Terms & Conditions

Updated at 04-05-2022

General Terms

By accessing or registering an account on the Controlplatform.io, you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire platform and any email or other type of communication between you and us (as defined below) regarding Controlplatform.io. Under no circumstances shall we be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if we or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

We will not be responsible for any outcome that may occur during the usage of our resources. We reserve the rights to change prices and revise the resources usage policy at any moment.

License

We grant you a revocable, non-exclusive, non-transferable, limited license to use the Platform strictly in accordance with these Terms & Conditions.

These Terms & Conditions are a contract between you and us, the service provider of Controlplatform.io and the services accessible from the Controlplatform.io (which are collectively referred to in these Terms & Conditions as the "Platform").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the Platform. In these Terms & Conditions, "you" refers both to you as an individual and to the legal entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

Meanings

For this Terms & Conditions:

- **"we," "us," or "our"** refers to the legal entity Danitech A/S, Bredholm 4, DK-6100 Haderslev, Denmark, DK 25250303 that is responsible for your information under this Terms & Conditions.
- **"Third-party service"**: refers to distributors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- **"Platform"**: refers to Controlplatform.io and any other subdomains which can be accessed via this URL: <http://www.controlplatform.io/> or any other subdomains hereof.
- **"You"**: a person or entity that is registered on the Platform.

Restrictions

You agree not to, and you will not permit others to:

- Distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Platform or make the Platform available to any third party outside your natural distribution network without our permission.
- Modify, copy, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Platform.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of us, our affiliates, partners, suppliers or the licensors of the Platform.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to us with respect to the Platform shall remain the sole and exclusive property of us.

We shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Your Consent

By using the Platform or registering an account, you hereby consent to these Terms & Conditions.

Links to other platforms

These Terms & Conditions applies only to the Platform. The Platform may contain links to other websites not operated or controlled by us. We are not responsible for the content, accuracy or opinions expressed on such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Platform to another website, our Terms & Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on the Platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

Changes these Terms & Conditions

You acknowledge and agree that we may stop (permanently or temporarily) providing the Platform (or any features within the Platform) to you or to users generally at our sole discretion, without prior notice to you. You may stop using the Platform at any time. You do not need to specifically inform us when you stop using the Platform. You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the Platform, your account details or any files or other materials which is contained in your account. If we decide to change our Terms & Conditions, we will post those changes on this page, and/or update the Terms & Conditions modification date.

Removal of your data

If you wish to remove your data or data from an account in your organization from our database, please contact us on: dataprivacy@danitech.com. We will remove your data from our database within 60 days. In the case you want your site on the Platform shut down completely or if you want to have a copy of the data, a price will be charged based on the time consumed for completing this task.

Modifications to the Platform

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Platform or any service to which it connects, with or without notice and without liability to you. Special programming you may wish for the Platform must be agreed upon in writing.

Updates to the Platform

We may from time to time provide enhancements or improvements to the features/ functionality of the Platform, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Platform. You agree that we have no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Platform to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Platform, and (ii) subject to these Terms & Conditions.

Third-Party Services

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party platforms or services ("Third- Party Services").

You acknowledge and agree that we shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and your access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Term and Termination

We may, in our sole discretion, at any time and for any or no reason, suspend or terminate these Terms & Conditions and you access to the Platform with or without prior notice.

Your access and rights according to these Terms & Conditions will terminate immediately, without prior notice from us, if you fail to comply with any provision of these Terms & Conditions.

Upon termination of your access to the Platform, you shall cease all use of the Platform.

Termination of your access will not limit any of our rights or remedies at law or in equity in case of breach by you of any of your obligations under these Terms & Conditions.

Copyright infringement notice

If you are a copyright owner or such owner's agent and believe any material on the Platform constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the a statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

Indemnification

You agree to indemnify and hold us and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Platform; (b) violation of these Terms & Conditions or any law or regulation; or (c) violation of any right of a third party.

No warranties

The Platform is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, we, on our own behalf and on behalf of our affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Platform, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, we provide no warranty or undertaking, and makes no representation of any kind that the Platform will meet your requirements, achieve any intended results, be compatible or work with any other software, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither we, nor any of our providers make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Platform, or the information, content, and materials or products included thereon; (ii) that the Platform will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Platform; or (iv) that the Platform, its servers, the content, or e-mails sent from or on behalf of us are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall we, nor our suppliers be liable for any direct, special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Platform, third-party software and/or third-party hardware used with the Platform, or otherwise in connection with any provision of these Terms & Conditions), even if we or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Severability

If any provision of these Terms & Conditions is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

If any provision of these Terms & Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms & Conditions, which shall remain in full force and effect. No waiver of any term of these Terms & Conditions shall be deemed a further or continuing waiver of such term or any other term, and failure to assert any right or provision under these Terms & Conditions shall not constitute a waiver of such right or provision. You and we agree that any cause of action arising out of or related to the Platform must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Amendments to these Terms & Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms & Conditions at any time. If a revision is material, we will provide notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Platform after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Platform.

Intellectual Property

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, and is protected by Denmark and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of us, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

Submissions and Privacy

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of us without any compensation or credit to you whatsoever. We and our affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

Miscellaneous

Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of us. We will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. The Platform is operated from Denmark. The Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the Platform's Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and us concerning its subject matter and cannot be changed or modified by you. The section headings used in these Terms & Conditions are for convenience only and will not be given any legal import.

Governing law and disputes

These Terms & Conditions shall be interpreted in accordance with and be governed by the laws of Denmark.

Any dispute arising out of or in connection with these Terms & Conditions, including any disputes regarding the validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

The place of arbitration shall be in the city of Kolding, Denmark.

The language to be used in the arbitral proceedings shall be Danish.

Disclaimer

We are not responsible for any content, code or any other imprecision. We do not provide warranties or guarantees. In no event shall we or the Owner be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Platform or the contents of the Platform. We reserve the right to make additions, deletions, or modifications to the contents on the Platform at any time without prior notice.

The Platform and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. Without limiting the foregoing, we specifically disclaim all warranties and representations in any content transmitted on or in connection with the Platform or on sites that may appear as links on the Platform, or in the products provided as a part of, or otherwise in connection with the Platform including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information given by us or any of our affiliates, employees, officers, directors, agents, or the like will create a warranty. Without limiting the foregoing, we do not warrant that the Platform will be uninterrupted, uncorrupted, timely, or error-free.

Contact Us

Don't hesitate to contact us if you have any questions.

-Via Email: dataprivacy@danitech.com

-Via Phone Number: +45 76 34 23 00

-Via this Address: Bredholm 4, 6100 Haderslev, Denmark