

# **Queue-it standard subscription terms and conditions**

## **1. Scope and use of the subscription**

Queue-it subscription grants the legal entity that has taken out the subscription (the “Customer”) the right to use Queue-it’s system and services (the “Services”). The subscription may not be used by other people or organizations.

## **2. Acceptance of the subscription**

Queue-it subscription terms are agreed by the Customer by signing the last page of these terms and conditions (the “Terms”) with the attached formal quote (the “Formal Quote”). The signed Terms and the Formal Quote will represent the agreement (the “Agreement”) between the Customer and Queue-it (the “Parties”). The entire signed Agreement must be sent by e-mail to [ar@queue-it.com](mailto:ar@queue-it.com).

## **3. Duration and termination of the subscription**

The subscriptions run from the date, as specified in the Formal Quote. The subscriptions can have monthly, quarterly, and yearly renewal term. At the end of the period, the subscription will automatically renew for another period unless terminated by the Customer. The minimum subscription period for monthly and quarterly subscriptions is six (6) months and 12 months for annual subscriptions.

Subscriptions may be terminated by email to [ar@queue-it.com](mailto:ar@queue-it.com), one month before the expiry of the subscription (i.e. for subscriptions with yearly renewal term running from April to March, the termination notice must be received before the end of February). The agreement cannot be terminated for a period of subscription already initiated and the Customer will not be entitled to a refund for that subscription period.

The Customer may terminate any subscription free of charge within two weeks from date of signature of the Agreement, provided that the Customer did not start using the Services. Queue-it shall (without prejudice to any other rights or remedies it may have) be allowed to terminate the subscription immediately without giving the Customer prior notice if the Services or subscription is misused (including, but not limited to, use by other people or organizations).

In the event of any of the Parties filing for bankruptcy, the Agreement will be terminated, and all Services will be terminated immediately, unless otherwise specifically agreed in writing between the Parties.

## **4. Price and payment terms**

Prices for each service item are listed on the Formal Quote. Queue-it guarantees that no price increases will be applied for the Services ordered at the time of commencement of the subscription other than those due to increases in the Retail Price Index or increases applied by the cloud computing supplier, currently Amazon Web Services.

The invoicing periods runs according to the Formal Quote. The payment term is as specified on the Formal Quote. If the subscription is not paid at the due date, a first reminder will be sent to the Customer. Access to the Services may be blocked until receipt of payment.

Queue-it will not be responsible for any loss, damage, costs, expenses or other claims of the Customer or any third party resulting from the suspension of the Services.

The Customer agrees to use e-mail or another electronic method of transmission to be specified in the subscription Agreement. The customer must provide with the e-mail address, or another agreed electronic method for receiving invoices and reminders.

Invoices shall be paid the bank account / account number as specified on the invoice.

## **5. Operating stability**

Queue-it aims to provide the highest possible degree of operating stability but is not responsible for any breakdown caused by factors beyond its control. Such breakdown includes but is not limited to power failures, errors occurring in modem equipment, ADSL connections, telecommunications connections or the like. In all events, Queue-it aims to re-establish normal operations as quickly as possible.

## **6. Maintenance of the System**

Queue-it is entitled to make operational changes to the System for improvements or otherwise (for example by developing or updating software) without giving the Customer prior notice. In some exceptional circumstances, it may be necessary to suspend access to the Services, usually between 9pm and 6am CET. Notice of such a suspension will be given to the Customer at least 14 days in advance. Queue-it will not be responsible for any consequences of such a suspension where notice has been given.

## **7. Rights**

The System remains the full property of Queue-it ApS (VAT number DK 33052901). Individually customized software relating to the Services also remains the property of Queue-it unless otherwise stipulated. Queue-it may at any time transfer its rights and obligations under this agreement to any economic affiliate, subsidiary or business unit, or any of their affiliated companies or divisions. Except as provided above, the rights and obligations under this agreement may not be transferred to any third party without the written consent of the other party.

Parts of Queue-it Connectors and "Server-side / CDN Workers Connectors" code for use on the Customer's system(s) are licensed under MIT.

## **8. Liability of Queue-it**

Queue-it has taken reasonable measures to ensure that the Services are virus-free from virus, bugs, defects, malfunctions, trojans horses but no warranty is given to this effect and Queue-it shall have no liability if this is not the case. To the extent permitted by law, Queue-it disclaims all warranties with respect to the Services, either express or implied, including but not limited to any implied warranties of suitability or fitness for any particular purpose.

Queue-it shall not be liable to the Customer or any third-party for any indirect, punitive or other damages or losses including, without limitation, damages for loss of profits, business interruption, loss of data or the restoration hereof, claims of infringement of third party intellectual property rights, product liability or personal injury arising out of the use of or inability to use the Services. Queue-it's liability will be limited and capped to a total aggregate amount of the value of payments made by the Customer for the period of 12 months before the occurrence of the incident giving rise to the liability. Notwithstanding anything to the contrary in these terms, Queue-it shall indemnify the Customer against any direct cost and damages awarded by final court ruling to be paid to a third party due to infringement of said party's intellectual property rights, to the extent that Queue-it and the Services are liable for such infringement. Queue-it will furthermore at its option either replace or modify the Services, procure the necessary rights for the Customer to still use the Services or reimburse the original purchase price for the infringing goods. The above shall constitute the Customer's sole and exclusive remedy for any infringement of third-party rights and Queue-it shall not be liable for any other loss, damage, or consequential damage due to any such claim.

## **9. Data Processing Agreement, privacy policy and Confidentiality**

The Data Processing Agreement in <https://queue-it.com/data-processing-agreement/> is part of the Agreement and sets out contractual provisions to ensure the protection and security of data passed from the Customer to Queue-it for processing.

Queue-it has taken the necessary technical and organizational security measures to prevent information saved by the Service from being accidentally or illegally destroyed, lost or wasted and to prevent such information from falling into the hands of any unauthorized party, being misused or otherwise treated in a way contrary to Queue-it's privacy policy (see: <https://queue-it.com/privacy-policy-customer/>).

Queue-it is bound by secrecy in respect of any information received about the Customer and will not disclose such information to any third party except where it is required to do so by any court or regulatory authority and then only to the extent necessary.

## **10. Marketing**

Queue-it shall be entitled to refer to the Customer name and logo and the Services provided in its marketing collateral, including a brief description of such services. Material on the website, flyers, presentations, outreach and any material displayed publicly are considered marketing collateral for the purpose of this clause.

## **11. System changes and feature updates**

Queue-it informs its users on the Queue-it GO self-service platform about system changes, feature updates, and other technical news by e-mail. Therefore, all registered users on the Queue-it GO self-service platform accept that their name and email used for the registration are added to the technical newsletter mailing list.

## **12. Entire Agreement**

The Agreement contain the entire agreement between the Parties and supersede all previous correspondence or communications whether written or oral. Queue-it may amend these Terms as required from time to time provided that Queue-it will give Customers no less than 20 days' written notice posted on our website <https://queue-it.com/terms/> of such amendments and all such amendments will apply to the next renewal of the subscription.

## **13. Force Majeure**

Except to the extent provided in this Agreement, Queue-it shall not be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a force majeure, and provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.

‘Force Majeure Event’ means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, failures of the Provider's hosting provider, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

## **14. Disputes**

These Terms shall be governed by and construed in accordance with the laws of Denmark (excluding CISG and any rules governing the choice of law and venue). The Danish Courts shall have non-exclusive jurisdiction to determine any dispute concerning these Terms or the subject

matter of these Terms.

*Revised: January 1st, 2023.*