



Website Terms of Use

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Introduction

For the purposes of these Terms of Use, the term, “Websites”, refers to www.ikrcg.com as well as the other websites that IKR A/S operates and that link to these Terms of Use.

We provide the Websites to you subject to these Terms of Use (“Terms”), which may be updated by us from time to time. You should be at least 16 years of age to access the Websites. By accessing and using the Websites, you accept and agree to be bound by these Terms as well as IKR’s Privacy and Cookie Policy. If you do not agree to these Terms, you should not access or use the Websites.

These Terms do not apply to your access to and use of IKR products. If you sign up to IKR products, then you are additionally bound by the End User Licence Agreement.



1.Changes to Terms and changes to Websites

- 1.1 We reserve the right to modify these Terms at any time, effective upon posting of an updated version of on the Websites. You are responsible for regularly reviewing these Terms. Continued use of the Websites after any such changes shall constitute your consent to such changes.
- 1.2 We may change or discontinue any aspect, service or feature of the Websites at any time, including, but not limited to, content, availability, and equipment needed for access or use.



2. Registration and contact forms

You may be given the opportunity to contact us or register via an online registration form, enter your email address to receive marketing emails, or to create a user account (“Your Account”) that may allow you to receive information from us and/or to participate in certain features on the Websites. We will use the information you provide in accordance with our Privacy Policy. By doing all of the above and providing your information, you represent and warrant that all information that you provide to us is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Websites so that it remains current, complete and accurate. You can also contact us at mail@ikrcg.com regarding your data. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Websites and all charges related to the same.



3. Use of the Websites

- 3.1 You agree not to interfere with or disrupt the Websites or the servers or networks connected to the Websites, or disobey any requirements, procedures, policies or regulations of networks connected to the Websites.
- 3.2 You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Websites, use of the Websites, or access to the Websites.
- 3.3 You agree not to engage in any activity that would constitute a criminal offense or give rise to a civil liability.
- 3.4 You agree not to impersonate any person or entity, including, but not limited to, IKR or our employees, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- 3.5 You agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about users of the Websites or posting private information about a third party.



4. Intellectual property rights

All text, graphics, photographs, trademarks, logos, icons, user interfaces, sounds, music, videos, artwork, software and computer code (collectively, “Content”), including but not limited to the “look and feel”, layout, design, structure, color scheme, selection, combination and arrangement of the Content present on the Websites is owned by or licensed to us.

Except with our express written permission or as permitted by applicable laws, you may not copy, distribute, reproduce, mirror, frame, publicly display, publicly perform, translate, create derivative works of, re-publish or transmit the Websites or Content (in whole or in part) in any way or through any medium for distribution, publication or any commercial purpose.

You may display, copy and download Content from the Websites solely for your personal and non-commercial use provided that: (a) you do not remove any copyright or proprietary notice from the Content; (b) such Content will not be copied or posted on any networked computer or published in any medium; and (c) no modifications are made to such Content.

5. Limited warranty and limitation of liability

(A) YOU EXPRESSLY AGREE THAT USE OF THE WEBSITES IS AT YOUR SOLE RISK. IKR DOES NOT WARRANT THAT USE OF THE WEBSITES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITES, NOR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE WEBSITES.

(B) THE WEBSITES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS.

(C) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL IKR BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE WEBSITES OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE WEBSITES, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE WEBSITES. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF IKR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT IKR IS NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE WEBSITES OR ANY OTHER THIRD PARTIES. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

(D) We disclaim any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the Websites, you acknowledge and agree to our disclaimer of any such liability. If you do not agree, you should not access or use the Websites.



6. Indemnification

You agree to defend, indemnify and hold harmless IKR and our employees from and against all claims and expenses, including attorneys' fees, arising out of the use of the Websites by you. IKR reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you shall provide IKR with such cooperation.



7. Termination

We reserve the right at any time, without notice to immediately terminate your access to the Websites in the event of any conduct by you which we, in our sole discretion, consider to be unacceptable, or in the event of any breach by you of these Terms.



8. Governing Law

The laws of Denmark will apply to any disputes, claims and controversies related to these Terms, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, claims and controversies in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Denmark.



Contact us

If you have any questions about these Terms, please contact us at mail@ikrcg.com, or send mail to:

IKR A/S

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