

ShareSimple User License Agreement

BY DOWNLOADING, INSTALLING, OR USING THE SHARESIMPLE APP, OR ATTEMPTING TO DO ANY OF THESE, YOU HAVE ACCEPTED THESE TERMS. IF YOU DO NOT INTEND TO ACCEPT THEM, YOU HAVE NO RIGHT TO (AND MUST NOT) DOWNLOAD OR USE THE SHARESIMPLE APP.

Thank you for using our Service. The Service is provided by SafeOnline ApS ("Safe Online"), located at Danneskiold Samsøes Allé 41, 1434 Copenhagen, Denmark, Company registration (VAT): DK38589962.

The following "User License Agreement" governs your use of the software and Services provided by SafeOnline ApS and its solution known as "ShareSimple". This is a legal agreement between you and SafeOnline and incorporates the "Privacy Policy" at <https://www.sharesimple.eu/privacy>. By clicking "I Accept", installing, or using ShareSimple for Outlook software and/or any updates to such software provided by SafeOnline through ShareSimple, you are accepting to be bound to the terms of this User License Agreement.

1. Definitions

1.1 "Subscriber" shall refer to an individual with an Authorized Account to the Services provided by ShareSimple. The term shall also include any present or former agent, representative, independent contractor, employee, servant, attorney and any entity or person who had authority to act on your behalf.

1.2 "User" shall refer to the an individual who has been invited to use the User-facing features of the Service in a limited capacity as a User, without being a Subscriber themselves. The term shall also include any present or former agent, representative, independent contractor, employee, servant, attorney and any entity or person who had authority to act on your behalf.

1.3 "Service" shall refer to any software or services by ShareSimple or in association hereto whether the Service is being used by a Subscriber or a User.

1.4 "Content" shall cover any types of data uploaded, transferred, transmitted or in any way processed by the Service. Content is also referred to as SafeData in the

[Privacy Policy](#).

1.5 "Agreement" shall cover this entire "User License Agreement" and incorporates by reference the [Privacy Policy](#).

1.6 "Authorized Account" shall mean a Subscribers account for which the Subscriber has paid in full the payment as outlined in the Agreement. If a Subscriber payment expired or exceeded the limits as outlined in the Payment, then the account is not considered an Authorized Account.

2. Subscribers Use of the Service

2.1 The Subscriber is granted a personal, non-exclusive, non-transferable, non-assignable, limited license to access and use the Service. This license is granted for the sole purpose of giving the Subscriber access to the Service as described in this User License Agreement.

2.2 ShareSimple does not review or pre-screen Content that is transferred using the Service. ShareSimple claims no intellectual property rights to the data uploaded or transferred using the Service.

2.3 The Subscriber agrees not to reproduce, duplicate, copy, sell or resell access to the Service, use of the Service or any other exploitation of the access to the Service without ShareSimple's written permission.

2.4 The Subscriber agrees not to modify, tamper, change, reverse engineer or in any other way alter the Service for any reason. The Subscriber also agrees not to create websites, applications or services so as to falsely imply that it is associated with the Service, ShareSimple or SafeOnline.

2.5 The Subscriber agrees not to knowingly add Content to the Service that violates any intellectual property rights or may infringe copyrights. The Subscriber also agrees not to add any Content or use the Service in any manner which is unlawful or in violation of the terms of this Agreement.

2.6 The Subscriber agrees that except the granted non-exclusive right to the Service, all ownership, intellectual property, branding, license and other rights that are associated with and in the Service belongs to ShareSimple

2.7 The Subscriber agrees to process all Content in compliance with applicable law including, but not limited to, the General Data Protection Regulation ("GDPR") and agrees to notify ShareSimple without undue delay, of any breaches, irregularities or other incidents that has or can compromise the Content or any other personal data that is being processed by the Service.

2.8 ShareSimple reserves the right to at any time and from time to time, to modify, update, change, discontinue, add or restructure, temporarily or permanently, any feature associated with the Service with or without notice, except changes that materially changes or reduces the functionality of the Service, in which case ShareSimple shall provide the Subscriber with a 30-day notice. Any use of the Service after any of the aforementioned scenarios, constitutes a Subscribers acceptance of the Service in its subsequent version.

2.9 ShareSimple reserves the right to temporarily suspend or withdraw access to the Service for operational purposes related to, but not limited to, repairs, updates, maintenance, and will endeavor to provide the Subscriber with no less than a 2-days notice, prior to any such suspension. Notification of the suspension will be provided to the Subscriber in the method deemed appropriate by ShareSimple. Further, ShareSimple shall endeavor to confine operational changes that materially affects the Subscribers use of the service, to planned and scheduled standards to put a limited disruption on the Subscriber use of the Service, but reserves the right to temporarily suspend or withdraw access to the Service with or without notice to complete necessary repairs, updates maintenance or other matters of urgency. In the event of an unnoticed suspension or withdrawal of access, ShareSimple will without undue delay notify the Subscriber hereof in the method deemed appropriate by ShareSimple.

3. Subscribers Access To the Service

3.1 The Subscriber is only permitted access to and use of the Service, if the Subscriber has a registered and Authorized Account. When creating an Authorized Account the Subscriber is required to provide ShareSimple with a valid email address, full name and other required information as deemed reasonable by ShareSimple.

3.2 When creating a Authorized Account the Subscriber will be provided a unique identifier to access the Service ("Username"). The Username is a personal and non-transferrable identifier only granting access for the Subscriber.

3.3 Any access to and use of the Service via Application Program Interface ("API"), programmatic, robotic, scripted or any other automated access not provided as part of the Service is strictly forbidden without ShareSimple's written consent.

3.4 Upon cancellation of the Service, ShareSimple will be responsible for the transfer of all Content that belongs to the Subscriber

4. Users Use Of the Service

4.1 The User is granted a limited, free (no fee) access to the Service through the initiation of a Subscriber. The User is given access to the Service on behalf of the Subscriber, but ShareSimple is not a contracting party to the any previous or future agreements between the User and Subscriber.

4.2 The User agrees not to reproduce, duplicate, copy, sell or resell access to the Service, use of the Service or any other exploitation of the access to the Service without ShareSimple's written permission.

4.3 The Subscriber agrees not to modify, tamper, change, reverse engineer or in any other way alter the Service for any reason. You also agree not to create websites, applications or services. The Subscriber also agrees not to modify another service or website so as to falsely imply that it is associated with the Service SafeProfile or SafeOnline.

4.4 The User agrees not to knowingly add Content to the Service that violates any intellectual property rights or may infringe copyrights. The User also agrees not to add any Content or use the Service in any manner which is unlawful or in violation of the terms of this Agreement.

4.5 The User agrees that except the granted non-exclusive right to the Service, all ownership, intellectual property, branding, license and other rights that are associated with and in the Service belongs to ShareSimple.

4.6 ShareSimple reserves the right to at any time and from time to time, to modify, update, change, discontinue, add or restructure, temporarily or permanently, any feature associated with the Service with or without notice, except changes that materially changes or reduces the functionality Service, in which case ShareSimple shall provide the User with a 2-day notice. Any use of the Service after any of the aforementioned scenarios, constitutes a User's acceptance of the Service in its subsequent version.

4.7 ShareSimple reserves the right to temporarily suspend or withdraw access to the Service for operational purposes related to, but not limited to, repairs, updates, maintenance, and will endeavor to provide the User with no less than a 2-days notice, prior to any such suspension. Notification of the suspension will be provided to the User in the method deemed appropriate by ShareSimple. Further,

ShareSimple shall endeavor to confine operational changes that materially affects the User's use of the service, to planned and scheduled standards to put a limited disruption on the User's use of the Service, but reserves the right to temporarily suspend or withdraw access to the Service with or without notice to complete necessary repairs, updates maintenance or other matters of urgency. In the event of

an unnoticed suspension or withdrawal of access, ShareSimple will without undue delay notify the User hereof in the method deemed appropriate by ShareSimple.

4.8 The User may not use the Service to spam, or in any other way use the Service to perform unsolicited communication to anyone.

4.9 The User may not use the Service to impersonate, imitate, or in any other way pretend to be someone else.

4.10 The User may not use the Service, if we have previously disabled its account for violation of the Agreement or misuse of the Service.

5. Users access to the Service

5.1 The User is granted a limited access to the Service, provided the User provides ShareSimple with a valid email address and other information deemed necessary to safely determine the Users identity.

5.2 The User's access to the Service is personal and may under no circumstance be transferred, sold or in any other way distributed to anyone else besides the original recipient, without ShareSimple's written permission.

5.3 Any access to and use of the Service via Application Program Interface ("API"), programmatic, robotic, scripted or any other automated access not provided as part of the Service is strictly forbidden.

5.4 If the User agrees that ShareSimple has no obligation to provide any particular service level or support services; and (ii) ShareSimple may cease providing the Service at any time without notice. This Article 5.4 supersedes any conflicting term of this Agreement.

6. Confidentiality & Security

6.1 Subscribers and Users agree to treat all Content as confidential information, and ensure that Content is under no circumstances used or disclosed to any third party, except as necessary to perform its obligations under this Agreement.

6.1 ShareSimple is responsible for providing a secure access to the Service. ShareSimple will provide mechanisms that:

1. Allow for user password management.
2. Transmit and store passwords in a secure and encrypted format.
3. Protect username, passwords and other personal data in a manner that follows industry standards and complies with the GDPR.

6.2 ShareSimple, including any third-party party vendors or hosting partners it utilizes to give access to the Service, will all times:

1. Use industry best practice and standards to store, manage, and transfer data and Content.
2. Implement policies and procedures to prevent unauthorized use of usernames and passwords, and will promptly notify the Subscriber upon suspicion that a username and password has been lost, stolen, compromised, or misused.
3. Implement information security best practice with respect to network techniques, including, but not limited to, firewalls, intrusion detection, data breach protection measures, patch management and stress tests.
4. Provide Subscribers and Users with their Personal Data as described in the Privacy Policy.
5. Notify Subscribers and Users of data breach no later than 72-hours after learning of the security breach.

Further information about ShareSimple's technical infrastructure and security can be found on <https://www.sharesimple.eu/security>

ShareSimple is hosted on Microsoft Azure in order to employ the highest security standards. You can read more about the measures Microsoft takes to strengthen and increase security on their [website](#)

Further information about ShareSimple's technical infrastructure and security can be found on <https://www.sharesimple.eu/security>

6.3 Subscriber and User acknowledge and agree that ShareSimple may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

6.4 Subscriber and User is responsible for the safekeeping of password, username and other authentication credentials that grant access to the Service.

6.5 Subscriber and User agrees to notify ShareSimple in the case of an unauthorized access to the Service or upon suspicion of a username, password or other credentials has been lost, stolen, misused or compromised.

7. Payment, Refunds & Subscription Changes

7.1 To gain access to the paid features of the Service accessible from an Authorized Account, a Subscriber must provide ShareSimple with a valid credit card for payment of the subscription fees as outlined by ShareSimple. All fees are excluding national taxes, VAT or any other fees of which Subscriber is obliged to pay. The Subscriber is responsible for paying all taxes associated with the Service.

7.2 Subscribers will be charged monthly on the expiration of the trial period. Subscribers will thereafter be charged for the subsequent year in advance with renewal on the anniversary date of the initial subscription charge. Subscriptions cancelled before the trial period will not be charged.

7.3 All charges are final and non-refundable, including yearly Subscribers. Refunds will not be given for partially used, unused or remaining subscription periods.

7.4 Cancellation of a Subscription will not be charged and subscriptions cancelled prior to the end of their current billing cycle will not be charged again in the following cycle.

7.5 All prices are subject to change upon notice. ShareSimple will notify the Subscriber either by email, as an announcement in the Service or in another way deemed appropriate by ShareSimple.

8. Cancellation & termination

8.1 The Subscriber can cancel a subscription at any time either by accessing their account visiting the subscription page. For security reasons the subscription can not be cancelled by any other means.

8.2 ShareSimple reserves the right to suspend or discontinue providing the Service to a Subscriber or a User with or without notice to a Subscriber or User, who's actions constitutes a material breach of this Agreement and poses a security emergency.

8.3 If a User's or a Subscriber's use of the Service is in material breach of the Agreement and the Subscriber or User does not within a 30-days notice, resolve the foregoing violation to ShareSimple's reasonable satisfaction, ShareSimple will reserve the right to suspend the Service for that user.

9. ShareSimple's Warranties

9.1 ShareSimple warrants that the Service will substantially conform to the specifications stated in the ShareSimple product description at <https://www.ShareSimple.eu/architecture>. The foregoing warranty shall not apply to the extent: (i) the Service is not being used in accordance with this Agreement

and/or any product description; or (ii) any non-conformity is caused by third party products, content or service being processed and/or accessed through the Service; or (iii) the Service being used was provided for a User on a free license (no fee) of the Service. Subject to Article 9.2, Subscriber's sole and exclusive remedy, and ShareSimple's entire liability for breach of the limited warranty in this Article 9.1, shall be correction of the warranted non-conformity or, if ShareSimple fails to correct the warranted non-conformity after using reasonable commercial efforts, ShareSimple may terminate access to the non-conforming Service and refund the subscription fees paid by an Subscriber for such Service for the remainder of the subscription term (starting on the date the Subscriber reported the non-conformity).

9.2 Subscriber shall provide ShareSimple with prompt written notice of any non-conformity described in this Article 9 without undue delay, but no later than 48 hours after the Subscriber's discovery of such non-conformity.

10. Limitation of Liability

10.1 Except in the case of a violation by ShareSimple of its obligations outlined in Article 6 Confidentiality & Security, ShareSimple shall not be held liable for any damages that the Subscriber might experience. The Subscriber waives the right to claim any damages, penalties, or liability of any kind resulting in any way from the Services provided by ShareSimple to the Subscriber.

10.2 ShareSimple may provide the ability to integrate the Service to other third party providers and their services for the Subscriber to use at their own choice and risk. Access to and use of a third party integration are subject to separate terms and conditions than this Agreement. By using a third party service, the Subscriber agrees that ShareSimple will not be held liable for any liability arising from the use of a third party service.

10.3 THE SUBSCRIBER AGREES THAT THE LIABILITY OF SHARESIMPLE ARISING OUT OF ANY CLAIM IN ANY WAY CONNECTED WITH THE SERVICE, WILL NOT EXCEED THE TOTAL AMOUNT THE SUBSCRIBER HAS PAID FOR THE SERVICE PURSUANT TO THE AGREEMENT WITHIN THE SIX MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE. THE SUBSCRIBER FURTHER AGREES THAT SHARSIMPLE IS NOT AND WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, ATTORNEY FEES) RELATING TO THIS AGREEMENT. THESE DISCLAIMERS APPLY REGARDLESS

OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER THOSE DAMAGES ARE FORESEEABLE AND WHETHER SHARESIMPLE HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF DAMAGES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SHARESIMPLE TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE FROM AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

11. Miscellaneous

11.1 ShareSimple reserves the right to amend this Agreement in its entirety or parts hereof. ShareSimple will notify the Subscriber no later than 30-days prior to any changes to the Agreement. ShareSimple will notify the Subscriber either by email, directly in the Service or by any other means deemed appropriate by ShareSimple.

11.2 Neither party may transfer or assign any of its rights and obligations under this agreement without the written consent of the other party. Notwithstanding the foregoing, Subscriber may transfer or assign the rights and obligations in its entirety under this Agreement in the case of a merger, acquisition, corporate reorganization or sale of all or substantially all assets, provided the assignee has agreed to enter into the Agreement on the same terms as the previous Subscriber.

11.3 It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

11.4 The Subscriber shall indemnify and hold harmless SafeOnline from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of the Subscriber's failure to comply with any applicable regulation, including but not limited to the European Data Protection Regulation ("GDPR").

11.5 The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement.

11.6 The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement.

12. Governing Law and Dispute Resolution

12.1 This Agreement shall be governed by Danish law and any disputes arising from the Agreement, that can not be resolved in a timely manner shall be settled by the danish court in the jurisdiction of which SafeOnline ApS is headquartered. The Subscriber waives any objection as to inconvenient forum.

12.2 This agreement constitutes the entire agreement between ShareSimple and the Subscriber, and supersedes any prior engagement or agreement between the parties, including any previous versions of this Agreement.