



Inspectly

Terms of Service

Inspectly

🌐 [Inspectly.com](https://inspectly.com) ✉ hello@inspectly.com

Effective as of February 1st, 2020, GoodieSoft ApS, (“Inspectly”) and its subsidiaries, (collectively, “Inspectly” or “we” or “us” or “our”) have updated our Terms of Service (“Agreement”, “Terms” or “TOS”).

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS YOUR USE OF AND ACCESS TO THE SERVICES BY YOU, AGENTS AND END-USERS WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES.

This agreement combines these Terms and our Privacy Policy (PPO) and Service Level Agreement (SLA) into one.

For more detailed information on our legal agreements, please visit <https://inspectly.com/legals/>.

Introduction

Please read these terms carefully because they apply to your use of our websites (the "Websites") and online/mobile apps (the "Apps") that GoodieSoft ApS operates, including the products and services (the "Services") provided through these Websites and Apps (collectively, the "Services"). The Services include, but are not limited to, the websites operated at <https://inspectly.com/>, and Apps in in different app stores. Inspectly is a software serviced by GoodieSoft ApS, a Danish corporation with a business office at Gunnar Clausens Vej 32, 8250 Viby J, Denmark.

Unless otherwise agreed in writing with GoodieSoft ApS, your use of any of the Services will always be subject to, at a minimum, the terms and conditions set out in this document. These are referred to as the "TOS".

In addition, your use of any of the Services may also be subject to the terms of any legal notice applicable to the Service, in addition to the TOS. All such terms supplementing these TOS are referred to below as the "Supplementary Terms." Where Supplementary Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Website or Service.

The TOS, together with any Supplementary Terms, form a binding legal agreement between you and GoodieSoft ApS in relation to your use of the Services. Collectively, this legal agreement is referred to below as the "Terms". If there is any contradiction between the Supplementary Terms and the TOS", the Supplementary Terms shall take precedence in relation to the Website or Service to which the Supplementary Terms apply.

Definitions

“Affiliate” means any entity owned or controlled by, owning or controlling, or under common ownership or control with the Customer.

“Applicable Data Protection Law” or “ADPL” means: (i) prior to May 25, 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; and (ii) on and after May 25, 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation” or “GDPR”). The terms “controller”, “processor”, “data subject”, “personal data”, “processing”, “process”, and “sub processor” shall have the meanings given in the ADPL.

“Application” or “Applications” or “Apps” mean the software applications, user interfaces (other than Customer Interface Elements), and related Documentation and programming, to which Inspectly provides access pursuant to a Subscription.

“Billing Period” is the period you are billed for. You are billed monthly on the date on which you began your subscription.

“Confidential Information” means information, disclosed by a party to the other in connection to this TOS, which is either marked confidential or disclosed in circumstances in which a reasonable person would consider the information to be confidential.

“Content” or “Data” means the data, information and materials processed and/or stored by the Applications hereunder (including certain of Customer’s Confidential Information and the Personal data), other than information and materials provided by Inspectly.

“Customer”, “You”, “Your”, “Company” or “Account” means the legal entity acceptance of this TOS, and any Affiliate entering into a Subscription.

“Customer Users” or “User Accounts” means the individuals authorized by the Customer to access and/or use the Subscription Services on behalf of the Customer.

“Documentation” means Inspectly’s online user guides, documentation, help and training materials, as updated from time to time, accessible via Inspectly’s support portal <https://helpdesk.inspectly.com> or its website <https://www.inspectly.com>.

“End Users” means individuals or third parties, other than Customer Users, who access and/or interact with the Customer using the Applications.

“Include/Including” means including but not limited to / including without limitation.

“Professional Services” means any time- or material-based service(s), purchased from Inspectly, based on a quote and/or service order, excluding the Subscription Services. As an example; onboarding, custom development, consultancy in integration etc.

“Services” means, collectively, our Websites, Services, Subscription Services and Professional Services.

“SLA” or “Service Level Agreement” means the agreement of Service, and operational insight Inspectly provide as part of this TOS.

“Subscription” or “Subscriptions” means, collectively the commercial agreement of our Services, you subscribe to from your initial order, and/or any supplemental add-ons.

“Subscription Duration” is the period specified in the applicable initial order during which Inspectly shall provide the Subscription Services and/or Professional Services. Typically, no end date will be specified.

“Subscription Services” means a predefined combination of Applications, hosting and support provided by Inspectly to its customers on a subscription basis for recurring fees.

“Terms” means collectively this Terms of Service (TOS) and/or Supplementary Terms along with the Service Level Agreement (SLA) and Privacy Policy (PPO) appendices. Any Supplemental Terms take legal state over this standard Terms of Service (TOS).

Your Agreement to the Terms

Your access or use of any Service in any way signifies that you have read, understand and agree to be bound by the Terms. By accessing or using any Service you also confirm that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in relation to your use of any Service. If you do not agree to the Terms, you are not authorized to use any Service.

Changes to the Terms

From time to time, Inspectly may change, remove, add to (including without limitation by way of Supplementary Terms) or otherwise modify the Terms, and reserves the right to do so at its discretion. In that case, we will post the updated TOS or Supplementary Terms, as relevant, to the applicable Service(s) and indicate the date of revision, and publication will be provided through the Services.

We encourage you to periodically review the Terms. In addition, if our modifications are material, we will make commercially reasonable efforts to notify you electronically, e.g. by way of email address, if we have an email address on file, or by displaying a notice on our public website (www.Inspectly.com) indicating that the Terms have changed. All new and/or amended Terms take effect 30 days after publication.

Notwithstanding the foregoing, (i) no modification to the Terms will apply to any dispute between you and

Inspectly that arose prior to the effective date of any modification and (ii) if you do not agree with any modification to the Terms, you may terminate this agreement by notification to Inspectly (e.g. by way of email or contacting our support). Your continued use of any Service after new and/or revised Terms are effective indicate that you have read, understood and agreed to those Terms.

Provision of the Websites and Services Generally

Inspectly makes the Services available to you on the Terms. You may only use the Services in accordance with these TOS and any applicable Supplementary Terms. In particular, but without limitation, you may not use the Services for any purpose that is unlawful or prohibited by these TOS, any applicable Supplementary Terms, or any other conditions or notices that are made available on any Service.

Registration; Security. You agree to (a) provide accurate, current and complete information about you, if and as may be prompted by the registration process on any of the Services, (b) maintain the security of your password(s) and identification and not pass this information on to any third party, (c) maintain and promptly update your registration information and any other information you provide to Inspectly, and to keep it accurate and complete to, among other things, allow us to contact you, and (d) be fully responsible your use of your account. It is your responsibility to ensure that Inspectly has up-to-date contact information for you. You may not set up an account or membership on behalf of another individual or entity or pass on your account or password(s) and identification to a third party unless you are authorized to do so by Inspectly.

Termination; Termination and Inactivation of Accounts

Termination by You. You may terminate your account at any time using the settings panel in our Application or by written confirmation to helpdesk@inspectly.com. Termination will follow the Terms set forth in the TOS. Billing of your Services will occur until the Subscription is up for renewal, at which point your account will be terminated.

Termination by breach. Your participation as a Customer and use of the related Services terminates automatically upon your breach of any of these TOS and/or applicable Supplementary Terms. Either party may immediately terminate this TOS, if such breach is not cured within 30 days after written notice thereof.

Termination for insolvency. Either party may terminate this TOS and all Services upon notice to the other if the other party ceases to conduct business in the ordinary course without a successor.

Termination by Us. We may terminate your account with 12 months written notification. Inspectly shall use reasonable effort to help you as a Customer, to offboard the service including, not excluding, transporting your Data off the Services.

Consequences of termination: Inspectly will delete and purge any account and all content associated therewith, following a prolonged period from termination (60 days), all as may be determined by Inspectly

at its complete discretion. Immediately upon termination, the license grants and right to use the Services will immediately terminate. Termination shall not relieve Customers obligation to pay all undisputed charges accrued before the effective date of termination.

Free Trial Period. Inspectly may provide you with an option to use the Services on a free trial basis. In such event, you will not be billed for such use. A trial period length is determined by Inspectly. Once such free trial period expires, access to your account will be suspended until you upgrade to a paid account and remit payment therefore.

Inspectly reserves the right to modify the duration of, or to terminate, the free trial period at any time.

Paid Subscriptions. Inspectly offers paid subscriptions to our Services. All subscriptions are billed in advance on a periodical basis and/or as a flat fee. Subscriptions may include a usage charge billed in arrears.

If you have a periodical payment subscription, you will be charged on a recurring basis, on the day before your subscription expire. You will be billed in advance for the Service(s) (at the level and for the specific Services that you have selected). If you provide credit card information, you authorize Inspectly to charge such credit card for all Services selected by you via the Sites, including for the initial subscription period, any bought professional services and any renewal subscription periods at the then current subscription rates.

By using the Services, you consent to receiving electronic communications from Inspectly. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Services. These electronic communications are part of your relationship with Inspectly and you receive them as part of your subscription to the Services. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. Please refer to our Privacy Policy for more information.

Fees remain fixed during the Subscription term, unless you: a) exceed the tier limits of your subscription (i.e. number of subscriptions, number of transactions etc.), b) upgrade the subscription or c) subscribe to additional features of products, including additional limits. Our products fees may be subject of an annual adjustment of up to 3%.

All fees are non-refundable. No refunds for periods of inactivity will be issued. If you have an option to upgrade or downgrade your Services plan, you will be charged the difference between your previous rate and your new rate for the remainder of your subscription. On your next regular billing date, you will be charged the new rate for your new plan. Downgrading your Services plan may cause the loss of some or all content, features, functionality, or capacity of your account.

The prices of all subscription plans (*general pricing change*) may change upon thirty (30) days' notice to you. Such notice may be provided at any time by posting the changes to the Site or by contacting you using

the contact information you have provided to us. In case Supplementary Terms adjust pricing and/or policies on change of pricing, such terms will be applicable for your Services. Inspectly will not be liable to you or to any third party for any modifications, price changes, or suspension or discontinuation of the Services. Services fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies, or duties.

In the event you fail to make timely payments when due, Inspectly may discontinue, terminate or suspend the Services, without incurring any liability to you. Despite any such discontinuation or suspension, you acknowledge and agree that it will be required to pay the fees until this agreement is terminated in accordance with the termination provisions set forth herein.

All billing and credit card information will be submitted to, and stored by either a third-party payment processor and/or by Inspectly. You understand Inspectly will not have access to the clean credit card data and agree that Inspectly will not be liable for any losses or damages arising from any third-party payment processor's acts or omissions upon using the service.

Payment by credit card. If you are paying by credit card, you authorize Inspectly to charge your credit card or bank account for all fees payable during the Subscription term.

Cancellations. You may cancel your subscription to our Services at any time by using the appropriate option in your settings panel on our Application or by sending an email helpdesk@inspectly.com. If you cancel your account before the end of your current paid up period, your cancellation will take effect by the end of the period you have been billed.

Data. In regard to the provision of the Services, Inspectly may, subject to its compliance with applicable data protection laws, collect, consolidate and analyze your personal information and data (the "Data"). You hereby grant Inspectly a non-exclusive, perpetual, Worldwide license to use your non-personally identifiable Data in aggregated and blinded formats that do not identify, reference or imply an association with you or your friends, family, followers or other social connections, for the only purposes of improving Inspectly' products, creating benchmarking, statistical, research and marketing analyses, surveys, reports and studies.

Changes to Services. Inspectly may, at any time: modify or change such Services and any applicable Terms and policies governing your account and related Services for any reason; and interrupt accounts and related Services for any reason, all as Inspectly deems appropriate in its discretion to provide the Services.

Please refer to the SLA for more information.

Service Use and Limitations; Grant of Rights (Ownership)

Customer shall manage the Data and administer the Services using the interfaces thereof in a lawful manner and without infringing the rights of any person, including intellectual property and privacy rights.

Customer shall: (a) take reasonable efforts to prevent unauthorized access to or use of Services, (b) notify Inspectly promptly of any such unauthorized access or use, (c) use Services only in accordance with the Documentation and as instructed by Inspectly support, (d) abide by all Applicable Data Protection Law and any other applicable laws and government regulations in relation to its access and use of the Services. Customer shall be solely responsible for any failure of the Services, including without limitation any security breach thereof, that results from Customer's actions or omissions with respect to systems or processes under Customer's control.

No Intellectual Property Assignment or Implied Licenses. The parties acknowledge and agree that no ownership interest in intellectual property or other rights is assigned or otherwise transferred under this TOS and disclaim any and all implied licenses. Customer retains all rights, title and interest in the Content and/or Data; Inspectly retains all rights, title and interest in the Applications and Services, including any intellectual property rights there-in or there-to.

Subscription Services. Subject to the terms and conditions of this TOS, Inspectly grants to Customer a temporary, limited, non-exclusive, non-transferable, world-wide license to access and use the Services and the Applications, and end-user interfaces of the Applications included in the Services subscribed to as part of the Subscription. Inspectly reserves the right to update the Services (including the implementation of new Application versions) at any time in its sole discretion. Inspectly may, at its option, grant Customer access to a stage/development instance(s) and/or other non-production instance of the Application(s) for collaborative activities in connection with Inspectly's provision of Professional Services to Customer and/or Customer's internal testing purposes. Such access and use by Customer shall be subject to all of the provisions of the TOS in regard to Applications, except that Customer's use and access to such stage/development instance(s) shall be restricted solely to development and testing activities as directed by Inspectly, and the warranty, support and SLA provisions of the TOS shall not apply to such stage/development instance(s).

Restrictions. Customer shall not copy, distribute, modify, reverse engineer, decompile, attempt to obtain the source code or algorithms of, sell, rent, lease, license, sublicense, resell or transfer any Service(s). Customer shall not use the Services to spam, send unsolicited e-mail, or conceal the identity of an e-mail sender. Customer shall not use Services for the benefit of any third-party other than its authorized End Users, whether on a paid or unpaid basis. Customer shall not store, distribute or transmit through the Services any material that is unlawful, obscene, defamatory, threatening or harassing or that infringes any privacy or proprietary rights, and shall not allow or authorize anyone to do any of the foregoing.

Disclaimer of Warranties

To the fully extent permitted by the applicable law, Inspectly offers the Services as-is and makes no representations or warranties of any kind concerning the Services, express, implied, statutory or otherwise,

including, without limitation, warranties of title, merchantability, fitness for a particular purpose, or non-infringement. Inspectly does not warrant that the functions or content contained on the Website or Services will be uninterrupted or error-free, that defects will be corrected, or that Inspectly's servers are free of viruses or other harmful components. Inspectly does not warrant or make any representation regarding use or the result of use of the content in terms of accuracy, reliability, or otherwise.

Please refer to the SLA for more information.

Limitation of Liability

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL INSPECTLY, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES OR AGENTS (THE "INSPECTLY PARTIES") BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF THE INSPECTLY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE INSPECTLY PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON THE WEBSITES OR SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO CONTENT POSTED ON THE WEBSITES OR SERVICES, FOR YOUR USE OF THE WEBSITES AND SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE WEBSITES, IN CONNECTION WITH THE SERVICES OR OTHERWISE RELATING TO THE WEBSITES OR SERVICES.

Indemnification

You agree to indemnify and hold harmless the Inspectly Parties (defined above) from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorney's fees, resulting, whether directly or indirectly, arising out of your use of the Services, including but not limited to your violation of this agreement or the Terms. You also agree to indemnify and hold harmless the Inspectly Parties from and against any and all claims brought by third parties arising out of your use of any of the Services and the content you make available via any of the Services by any means, including without limitation through a posting, a link, reference to content, or otherwise.

Marketing and Grant of reference

Inspectly may use Customer's name and logo on Customer's Services deployment and identify Customer as a Inspectly customer for marketing purposes online and offline. Subject to Customer's prior approval, Inspectly may issue a press release and case study about Customer's selection and use of the Services.

Privacy Policy

Inspectly is committed to handling responsibly the information and data we collect through our Websites and Services and agrees to use your personal information in accordance with the Privacy Policy and the Terms.

The Privacy Policy is available at our website www.Inspectly.com.

Confidential Information. Without limiting the generality of the foregoing, the terms of this TOS, Personal data, Applications, Services, the present or future functionality of the Applications, and all technical information underlying such functionality are Confidential Information. Confidential Information does not include information that the receiving party can demonstrate (i) was in receiving party's possession before receipt from the disclosing party, (ii) is or becomes publicly available other than through a breach of this TOS, or (iii) is rightfully received from a third party without a duty of confidentiality. If Confidential Information is required to be disclosed pursuant to applicable law, regulation or court order, the receiving party must provide prompt notice in advance thereof (except to the extent otherwise prohibited by applicable law, regulation or court order) to enable the disclosing party to seek a protective order or otherwise prevent such disclosure.

Protection of Confidential Information. The receiving party shall use the same degree of care as it uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care, to prevent (a) use of the disclosing party's Confidential Information for any purpose other than to carry out the terms of this TOS, and (b) disclosure of such Confidential Information to any person or party other than those who need to know such Confidential Information to carry out the terms of this TOS and who are bound by written confidentiality agreements, with terms no less restrictive than those included in this TOS. This TOS may be disclosed in confidence to legal counsel or other professional advisors with a need to know in the context of a merger, financing or similar transaction or for securities or other regulatory filings. Each party acknowledges that unauthorized disclosure of the other party's Confidential Information would cause irreparable harm to the other party, and would entitle the other party to seek injunctive relief upon disclosure or threatened disclosure, without a requirement to prove irreparable harm or the posting of a bond.

Personal Data. Customer acknowledges that the Subscription Services are designed and provided for the purposes of sharing information and enabling communications with and among Users, and not for the storage, management or processing of sensitive personally identifiable information. Some personal data is required to provide and use the Subscription Services such as email address, password, and a user name, and other similar non-sensitive personal information may be entered by Users in the form of chat messages, check list answers, documentations and other electronic communications, all as part of the Content.

Processing. Customer expressly consents by accepting this TOS: (i) Customer is the controller of personal data included in the Content; (ii) Customer hereby appoints Inspectly as a processor to process the personal data included in the Content; (iii) Inspectly shall process personal data as a processor as necessary to perform its obligations under this TOS and any Subscription and strictly in accordance with the instructions of Customer as documented in this TOS and any Subscription, except where otherwise required by any applicable law; and, Inspectly shall comply with Applicable Data Protection Law (ADPL) in its processing of personal data.

Transfers. Inspectly shall not transfer personal data outside of the European Economic Area (“EEA”) without Customer’s prior consent.

Confidentiality. Inspectly shall require that any sub processor or individual that access to personal data is subject to a strict duty of confidentiality, and prohibited from using the personal data for any purpose other than providing the Services.

Sub processors. Inspectly shall not subcontract any processing of personal data to a third party without Customer’s prior written consent. Customer hereby consents to Inspectly’s engaging (and/or dismissing) sub processors to process the personal data provided that: (a) Inspectly provides at least 30 days prior notice by email or by posting at the legal section in Inspectly admin interface.; (b) Inspectly shall require by written agreement the sub processor’s compliance with the terms of this TOS and ADPL; and, (c) Inspectly shall remain responsible for the sub processor’s performance under this TOS.

Personal Data Security. Inspectly shall maintain appropriate technical and organizational measures to protect the personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the personal data (“Security Incident”). Inspectly’s security measures are further described in the Service Level Agreement (SLA).

Aggregated Data. Customer acknowledges and agrees that Inspectly may: (a) during the Subscription Duration, compile Content (including Personal data) and information about User usage of the Services for the following purposes: (i) to provide, improve, and support the Services; (ii) to defend itself against claims made against it; (iii) to cleanse such data of all Personal data so that it no longer can identify Customer or any User; and, (iv) once cleansed according to (iii) aggregate such data with similar data from other Inspectly customers (“Aggregated Data”); and, (b) both during and after the Subscription Duration, Inspectly may use and disclose such Aggregated Data to determine and report Services usage patterns by customers and end users generally, and for any other legitimate purpose.

Trademarks and Intellectual Property

The Services may contain trademarks, service marks, logos and other names and marks that are the property of Inspectly or such other party as indicated with respect to that name or icon. The use of Inspectly's trademarks, logos and icons is prohibited except with formal written agreement by Inspectly.

This agreement does not transfer from Inspectly to you any Inspectly or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Inspectly. Inspectly, the Inspectly logo and all other trademarks, service marks, graphics and logos used in relation to Inspectly, or the Services are trademarks or registered trademarks of Inspectly or Inspectly's licensors. Other trademarks, service marks, graphics and logos used related to the Services may be the trademarks of other third parties. Your use of the Website and other services provided by Inspectly, grants you no right or license to reproduce or otherwise use any Inspectly or third-party trademarks.

This is an agreement for services and you are not granted any license hereunder. All software embedded in the Services (including, without limitation, in the application programming interface to which you may have access through a unique access key (the "API Key")) and in the application developed, owned or controlled by Inspectly (as applicable) (the "Software"), and the Services, are and shall remain the sole and exclusive property of Inspectly. You agree that you will not directly or indirectly: (i) assign, distribute, license, sublicense, transfer, sell, rent, lease, time share, grant a security interest in, or otherwise transfer any rights in or to the Software, or make the Software available to third parties except as authorized by this agreement; (ii) modify, translate, reverse engineer, decompile or disassemble the Software for any purpose, including, without limitation, the creation of derivative works or similar products; (iii) upload, link to or post any portion of the Software on a bulletin board, intranet, extranet or web site; or (iv) possess or use the Software in any format other than machine-readable format

The disclaimer of warranties, the limitation of liability and the jurisdiction and applicable law provisions shall survive any termination. The license grants mentioned herein shall continue in effect subject to the terms of the applicable license. Your warranties and indemnification obligations shall survive any termination for one year.

Security and safety of your data

Security Practices. Inspectly shall adhere to security best practices in every aspect of its product development, deployment and operations life cycles. Security is incorporated into the design of the Inspectly products and services and tested rigorously. Inspectly conducts ongoing security vulnerability testing and regular security audits of its products and hosting environment to ensure continued compliance with its strict security standards.

Security Incidents. In the event of a Security Incident, Inspectly shall provide notice to Customer without undue delay and shall provide timely information and cooperation as required for Customer to fulfill its data breach reporting obligations under ADPL and other applicable law. Inspectly shall further take all reasonable measures to remedy or mitigate the effects of the Security Incident and shall keep Customer informed of all such activities related to the Security Incident.

Miscellaneous Terms

This TOS and any Supplementary Terms are governed by and construed by the laws of Denmark, exclusive of its choice of law rules. The parties agree that any disputes or proceedings between Inspectly and you concerning this TOS, any Supplementary Terms, and/or any of the Websites or Services shall be brought in court of competent jurisdiction (“Voldgift”) sitting in Aarhus, Denmark, and hereby consent to the personal jurisdiction and venue of such court. Either party's failure to insist on or enforce strict performance of any of the Terms shall not be construed as a waiver of any provision or right. If any term or part of the Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions. The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and Inspectly as a result of this TOS, any Supplementary Terms, or your use of any of the Services. This TOS and any applicable Supplementary Terms constitute the entire agreement between you and Inspectly relating to this subject matter and supersede all prior, contemporaneous and future communications (except for future amendments to the Terms as made available by Inspectly from time to time) between you and Inspectly.

More Information

Hopefully that has clarified things for you and as was previously mentioned if there is something that you aren't sure or need clarifications, we highly encourage you to contact us through <http://www.inspectly.com>.

This TOS are owned and published by:

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