PRACTICLE

Terms and conditions for Practicle

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These terms and conditions ("the Terms") apply to any purchase, licence and use of the Practicle software solution, offered by:

Practicle

Snerlehaven 1, 2630 Tåstrup, Danmark

CVR no.: 27353606

Email: support@practicle.dk

(hereinafter referred to as "the Supplier")

The agreement is entered into exclusively with businesses, public institutions and organisations (B2B).

1. The service and delivery models

1.1. SaaS / Cloud: The Supplier makes Practicle available as a hosted web application. Operations, hosting, automatic software updates and technical infrastructure are handled by the Supplier. SaaS is the standard delivery model.

1.2. On-Premises (special installation): Practicle can be delivered as a paid special installation, where the platform is installed and operated in the customer's own infrastructure. Terms, scope and fees are agreed separately in writing (quote/order confirmation). The customer is responsible for the server environment, operations, network security and backup unless otherwise agreed.

1.3. Right of use: The Customer obtains a non-exclusive, time-limited right to use the platform during the subscription period. The Customer obtains no ownership or intellectual property rights to the source code.

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2. Ordering, licences and prices

2.1. Prices and billing: Applicable prices appear on the Supplier’s pricing page or order confirmation. All prices are stated in Danish kroner (DKK) excl. VAT.

2.2. SaaS licence model: SaaS is billed on a subscription basis. The licence composition (platform, user levels and any add-on services) and the prices applicable at any time appear from the Supplier’s price list and the specific order confirmation.

2.3. On-Premises special installation: Billing and terms for a local installation are governed by a separate quote or order confirmation and are not part of the standard SaaS subscription.

2.4. Payment terms: The subscription may by agreement be invoiced monthly, quarterly, semi-annually or annually. The choice of billing period does not change the customer’s notice period and does not in itself constitute a commitment period. Subscriptions are invoiced in advance for the chosen period. The payment deadline is 14 days from the invoice date. Late payment accrues interest in accordance with the Danish Interest Act.

3. Right of withdrawal and trial period

The agreement is entered into exclusively between businesses (B2B), and there is therefore no statutory right of withdrawal. New SaaS subscriptions include a 1-month free trial from the creation date. If the subscription is cancelled before the trial period expires, no fee is charged.

4. Customer obligations and acceptable use

4.1. Access security: The Customer is responsible for protecting passwords, API keys and 2FA devices against unauthorised access and misuse.

4.2. Acceptable use: Practicle may under no circumstances be used for unlawful purposes, storage or distribution of malicious code, or actions that deliberately disrupt or overload the infrastructure. Security scans or penetration tests against the SaaS environment may only be performed after prior written agreement with the Supplier in order to protect operational stability for other customers.

5. Data protection and ownership

5.1. Ownership: The Customer retains full ownership and all rights to all data the Customer uploads or creates in Practicle.

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5.2. Data processing (GDPR): When using the SaaS solution, the Supplier acts as a data processor on behalf of the Customer. The parties' rights and obligations are governed by the Supplier's then-current Standard Data Processing Agreement (DPA), which forms an integral part of these Terms.

6. Uptime and support

6.1. Uptime and availability: The SaaS platform is delivered with a focus on high operational stability and availability on redundant, monitored infrastructure. The platform is provided as standard software, and service interruptions in connection with critical security updates or unforeseen technical outages do not entitle the Customer to a proportionate reduction or damages unless a separate written Service Level Agreement (SLA) has been entered into.

6.2. Planned maintenance: Necessary technical updates and system maintenance are, where possible, performed outside normal business hours and announced in advance.

6.3. Support: Support is provided by email or via the platform's integrated case handling to approved administrators during normal business hours.

7. Termination and data export

7.1. Notice of termination: The SaaS subscription may be terminated in writing with 30 days' notice to the end of a month. A separate commitment period applies only if this has been expressly agreed with the customer.

7.2. Prepayment upon termination: If the customer has prepaid for a period that falls after the subscription's termination date, the proportionate part of the subscription fee actually paid that relates to the period after termination is refunded without undue delay.

7.3. Data export before expiry: Throughout the agreement period and until actual termination, the Customer has access via the administration interface to generate database snapshots and download a full export of its own data.

7.4. Deletion upon expiry: After final termination of the agreement, the Customer's data on the SaaS platform is deleted in accordance with the terms of the Data Processing Agreement.

8. Limitation of liability

8.1. Indirect loss: The Supplier is under no circumstances liable for indirect loss, operating loss, consequential damage, loss of goodwill or lost profits.

8.2. Financial cap: The Supplier’s total liability to the Customer in a calendar year cannot exceed an amount equal to the total fees paid by the Customer for the service in the 12 months preceding the occurrence of the damage.

8.3. Force majeure: Neither Party is liable for failure to perform its obligations if this is due to force majeure.

9. Changes to the Terms

The Supplier reserves the right to change these Terms and prices with a minimum of 30 days’ prior notice by email or via the platform. Continued use of the service after the notice period expires constitutes acceptance of the changed terms.

10. Governing law and disputes

The agreement is governed by Danish law. If a disagreement cannot be resolved amicably between the parties, the matter shall be decided by the ordinary Danish courts, with the district court in the judicial district where the Supplier has its place of business as the court of first instance.