

Terms and Conditions

Last updated: 20 September 2023

Introdus Onboarding ApS, Reg. No. 44271028, Oldenborggade 11A, 2300 København, Denmark, ("us", "we", "our" or "the Company") operates the software as a service (SaaS) website <https://introdusapp.com>, which provides a number of services including but not limited to timelines, modules, surveys, media and other functionalities relating to Preboarding, Onboarding and Offboarding (the "Service").

These Terms & Conditions ("Terms" or "Terms & Conditions") govern your relationship with us. Please read these Terms & Conditions carefully before using the Service.

Your access to and use of the Service is contingent on your acceptance of and compliance with these Terms. These Terms apply to all users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service.

Subscriptions

The main parts of the Service are billed on a subscription basis ("Subscription"). You will be billed annually in advance on a recurring and periodic basis ("Billing Cycle") subject to the Purchase Agreement and subscription plan you enter into when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew unless you and/or we cancel it. To cancel you have to send an email to your account manager or use the general email hello@introdusapp.com. The cancellation has to be sent 45 days before each Renewal Term period indicated in the Purchase Agreement.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide us with accurate and complete billing information including full name, address, state, zip code, email, telephone number and a valid payment method. By submitting such payment information, you automatically authorize us to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, we will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Amendments

We may amend the Subscription fees for the Subscription at any time. Any Subscription fee amendments will become effective at the end of the then-current Billing Cycle.

We will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the amended Subscription fee amount.

Refunds

Certain refund requests for Subscriptions may be considered by us on a case-by-case basis and granted in sole discretion by us.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to solely use, modify, perform, display, reproduce, and distribute such Content on and through the Service to the extent that this is necessary to deliver the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We are only entitled to use the content you post if it is necessary to be able to provide our Service. You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so - after a reasonable notice period from us - constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Introdus Onboarding ApS and its licensors. The Service is protected by copyright, trademark, and other laws of both the Denmark and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent by us.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Introdus Onboarding ApS ("Sub-Processors") as further set out in our Privacy Policy, which can be accessed at <https://introdusapp.com>

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services, subject to the Data Processing Agreement entered into. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. The limitations of liability shall not apply with regard to damages or losses caused by Introdus Onboarding ApS' non-compliance with its obligations pursuant to the Data Processing Agreement or applicable data protection legislation - including the EU General Data Protection Regulation (GDPR) and applicable national data protection law – including legal obligations with regard to use of sub-processors.

We strongly advise you to read the terms & conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account according to the Purchase Agreement between the Parties. In case of material breach of terms, then we will suspend the Purchase Agreement for up to 120 days, and if the customer after that period does not comply with the Purchase Agreement, we will then delete the customer's account on the platform inclusive all Content. Upon termination, your right to use the Service will immediately cease.

Limitation Of Liability

In no event shall Introdus Onboarding ApS, nor its directors, employees, partners, agents, suppliers, affiliates or Sub-Processors, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. The aforementioned shall not apply if such incidents are due to negligence or wilful misconduct from the side of Introdus Onboarding ApS.

Disclaimer

Our product will have a minimum uptime of 98% annually. It is our responsibility to comply with this. If this is not adhered to, you can terminate the Purchase Agreement with 45 days' notice. Introdus Onboarding ApS, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted or be available at any particular time or location; b) any errors or defects will be corrected; c) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Denmark, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

In case of any disputes, which the Parties cannot solve amicably, then each of the Parties is entitled to bring such dispute before a court of law with the District Court of Copenhagen as the court of first instance.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least thirty (30) days' notice prior to any new Terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact hello@introdusapp.com