



The fairkey User Agreement & Terms Of Use

*We are driven by an ambition to turn leads into customers
and pitches into conversations*

We welcome you to use our fairkey services!

Mission: We believe it is possible to have all pro-active sales activities in one place, no matter the sales situation and to make it possible to create better Lead satisfaction on the spot.

Purpose: We help to create immediate sales activities with touchless contact data exchange from Business Cards, Conference & Exhibition Badges, to create meetings on the spot, option to send sales material here and now, write notes, take pictures - all into one mobile application, The fairkey Expo Toolbox and directly to your chosen CRM system.

Please read this User Agreement carefully. By using our Services, you agree to this Agreement.

"We" means fairkey corporation ApS, registered in Denmark at the address Toldbodgade 36b, dk-1253 Copenhagen K.

"Our Services and Sites" has the meaning described below and is provided to you by fairkey.

"You" means User or Company who uses "Our Services".

"fairkey Account" means an account that you have registered through our website.

"Our website" means <http://www.fairkey.com>

Duration and Termination

The license for use of the Services provided herein is effective until terminated. You may terminate your license at any time by ceasing to use the Services altogether, including removing the Applications from your devices and terminating your account, as applicable. This license will terminate upon conditions set forth elsewhere within this Agreement or if you fail to comply with



any term or condition of this Agreement. In such event, no notice shall be required by fairkey to affect such termination. Upon termination of this Agreement, you agree to cease using the Services and remove any Applications from your devices, together with all backup copies, modifications, printed or written materials, and merged portions in any form.

Your Rights and Obligations

On the condition that you comply with all your obligations under this Agreement, including, but not limited to, the User Code of Conduct listed below, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to utilize the Services, through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of fairkey or its Users), to view information and use the Services that we provide on fairkey or our webpages (www.fairkey.com) and in accordance with this Agreement. Any other use contrary to our mission and purpose is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in our Applications, Sites, and Services, and all related items, including any and all copies made thereof.

Payment: Upon selecting a Service Plan, you agree to pay the applicable fees (including, without limitation, periodic fees for the Service Plan) as they become due plus all related taxes. Such payment shall be made from the payment card or credit card information you have linked to your account or by Invoice if such payment process has been accepted by fairkey. Further, you agree to pay the cost to reimburse us for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your fairkey subscription.

Your Credit Card Information: Upon purchase of any Service Plan from fairkey, you agree to allow fairkey 3rd party Bank/Payment Acquire to collect, use in relation to your Service plan, and store your payment card information.



Cancellation: You may cancel your Services Plan account by contacting us before your renewal date. Cancellation will end billing and remove your access to the Services Plan at the end of your current billing. Please check our website www.fairkey.com for our contact information.

Refunds: All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.

Eligibility

To be eligible to use the Services, you must meet the following criteria and represent and warrant that you: (1) are a person working for a company; (2) are not currently restricted from the Services, or not otherwise prohibited from having a fairkey account; (3) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (4) will not violate any rights of fairkey, including intellectual property rights such as copyright or trademark rights; and (5) agree to provide at your cost all equipment, software, and internet access necessary to use the Services.

Privacy

Users and Visitors: You acknowledge that you have read our [Privacy Policy](#) prior to becoming a User. Our Privacy Policy is incorporated by reference into this Agreement and governs our treatment of any information, including Personally Identifiable Information you submit to us.

User-Generated Materials

Our Users may choose to submit post, upload and/or contribute content as part of, to or through the Services. You represent that you have the right to contribute any User-Generated Materials that you contribute, and that such User-Generated Materials, or its use via are Services as contemplated by this Agreement, does not violate this Agreement, applicable law, or the intellectual property rights of others. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to store/use any User-Generated Materials that you contribute in



connection with our Services. This license lasts until you terminate your account, except in the case of User-Generated Materials that you have published, made public and/or share with others, including content, information.

Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User-Generated Materials that you contribute, except that, where applicable under, you agree to waive your right to be identified as the author of any User-Generated Materials and your right to object to derogatory treatment of such User-Generated Materials.

We reserve the right to remove or disable access to any User-Generated Materials for any or no reason, including but not limited to, User-generated Material that, in our sole discretion, violates these Agreements. We may take these actions without prior notification to you. Removal or disabling of access to User-Generated Materials shall be at our sole discretion, and we do not promise to remove or disable access to any specific User-Generated Materials.

User Code of Conduct

Any fraudulent, abusive, or otherwise illegal activity, or violation of this User Code of Conduct is grounds for termination of your account at fairkey's sole discretion, and you may be reported to appropriate authorities. You shall not do any of the following:

1. Be dishonest or act in an unprofessional manner by posting inappropriate, inaccurate, or objectionable content.
2. Publish inaccurate information in the designated fields on the profile form
3. Create a user profile for anyone other than yourself and company
4. Create a false identity or otherwise misrepresents your identity.
5. Harass, abuse or harm another person/User.
6. Upload a profile image that is not yours.
7. Use or attempt to use another's account without authorization.
8. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide this Site or the Services, or any part thereof.



9. Adapt, modify or create derivative works based on the Services or any underlying technology.
10. Remove any copyright, trademark or other proprietary rights notices contained in or on the Services or Sites given in relation to your fairkey account;
11. Collect, use, copy, sell, distribute or transfer any information, including, but not limited to, Personally Identifiable Information obtained from the Site or Services except as expressly permitted in this Agreement or as the owner of such information may expressly permit;
12. Use manual or automated software, devices, scripts, bots, robots, other means or processes to access, “scrape,” “crawl” or “spider” the Site or to add or download contacts or forwarding unauthorized and for user non-accepted material;
13. Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Site; and
14. Engage in any action that directly or indirectly interferes with the proper working of the Site or places an unreasonable load on the Site including, but not limited to, any attempts to access or hack our servers or network.
15. Use any data associated with fairkeys databases in violation of any local privacy restrictions, for example CAN-SPAM, CASL, or GDPR

Submissions – Feedback and Problem Reports

1. Certain parts of the Services may ask for written suggestions or problem reports such as using our feedback form (“Submissions”).
2. The Submissions shall be deemed the property of fairkey. fairkey shall exclusively own all now known or hereafter existing rights to the Submissions throughout the universe in perpetuity and shall be entitled to use the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. In any event, any Submissions you send to fairkey will not be treated as confidential and fairkey shall not be liable for any disclosure of the Submissions.

Indemnification



You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, that anything you submit or contribute violate the rights of any third party or applicable laws; (2) any content you submit to or through the Sites, Applications or through use of the Services; and (3) any activity in which you engage on or through the Services.

You agree to indemnify and hold fairkey, and its subsidiaries, affiliates, officers, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content, data, or information you submit, contribute, post to or transmit to or through the Services and your use of or connection to same, your violation of the Terms of Use, or your violation of any rights of another person or entity.

Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND FAIRKEY, THE SITES, APPLICATIONS, INCLUDING MOBILE APPLICATIONS, SERVICES, MATERIALS, TECHNOLOGY, AND ANY INFORMATION PROVIDED THEREIN ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FAIRKEY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE, QUIET ENJOYMENT OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, FAIRKEY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR AVAILABLE ON, IN OR THROUGH THE SITES, APPLICATIONS, INCLUDING MOBILE APPLICATIONS, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES, APPLICATIONS, INCLUDING MOBILE APPLICATIONS, OR SERVICES OR THE SERVERS THAT MAKE SUCH AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FAIRKEY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF SITES, APPLICATIONS, INCLUDING MOBILE APPLICATIONS, SERVICES, THE MATERIALS, TECHNOLOGY, USER-GENERATED



MATERIALS, DATA OR INFORMATION ON OR AVAILABLE THROUGH THE SITES, APPLICATIONS, INCLUDING MOBILE APPLICATIONS, OR SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ALTHOUGH FAIRKEY MAKES EFFORTS TO PREVENT PERSONALLY IDENTIFIABLE INFORMATION FROM BEING DISCLOSED, FAIRKEY MAKES NO WARRANTY FOR OTHER USERS WHO SUBMIT CONTACT INFORMATION FOR YOU AND OTHERS. AS PART OF THE CONTACT SHARING ASPECT OF OUR APPLICATIONS, SITES AND SERVICES, WE MAY PROVIDE PERSONAL PROFILE INFORMATION FOR YOU WHICH MAY BE VIEWABLE TO OTHER USERS OR MEMBERS WITHOUT YOUR CONSENT. YOU (AND NOT FAIRKEY) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL FAIRKEY BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE CONTENT, DATA, INFORMATION, MATERIALS, APPLICATIONS, SITES, APPLICATIONS, INCLUDING MOBILE APPLICATIONS, SERVICES, OR ANY OTHER WEBSITE, EVEN IF FAIRKEY OR A AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM FAIRKEY OR FROM OR THROUGH FAIRKEY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. IN NO EVENT SHALL FAIRKEY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED FIVE EURO (€5.00).

Misuse of the Site or Services



fairkey reserve the right to investigate suspected violations of this Agreement and may seek to gather information from the user who is suspected of violating the terms of this Agreement, and from any other user. We will collect and use any such information in accordance with the fairkey Privacy Policy. We may suspend any users whose conduct is under investigation and may remove such material from its servers as it deems appropriate and without notice.

In its sole discretion, fairkey may restrict, suspend, or terminate the account of any User who abuses or misuses the Services. Misuse includes, without limitation, inviting other Users with whom you do not know to connect; abusing the contact connection, and other messaging services; creating multiple or false accounts; using the Services commercially without fairkey's authorization, infringing any intellectual property rights, violating any aspect of the Code of Conduct, or any other behavior that fairkey, in its sole discretion, deems inappropriate. We may provide Personally Identifiable Information in response to legal process, for example, in response to a court order. We also may disclose such information in response to a law enforcement agency's request. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS fairkey, ITS RESPECTIVE PARTNERS AND AFFILIATES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY fairkey DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER fairkey OR LAW ENFORCEMENT AUTHORITIES.

Effect of Termination

Upon the termination, you may lose access to the Services.

General Terms

Administrative Information/Jurisdictional Issues

The Sites, Applications, including Mobile Applications, and Services are controlled and operated by fairkey. fairkey makes no representation that content, data, information, or other similar materials made available in, on or through our Sites, Applications, including Mobile Applications, and Services are appropriate or available for use in your location. Those who choose to access this Site or Services from any location do so on their own initiative and are responsible for compliance with



local laws, if and to the extent local laws are applicable.

Severability

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

Entire Agreement

You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and fairkey regarding the Site and Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement.

No informal waivers

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by us or any affiliate shall be deemed legally binding on us or any affiliate, unless documented in a physical writing hand signed by a duly appointed officer of fairkey.

No Injunctive Relief

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Site or Services, or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Service.

Assignment

In no event shall you assign or delegate any rights or obligations under the Agreement to any party other than from your company and the option to manage User licensees on the Dashboard Site and manage you and your companies statistics, contacts captured and uploaded User content. Any purported assignment and delegation shall be ineffective. fairkey may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute any third party that assumes our rights and obligations under this Agreement.



Governing Law and Venue

DISPUTE RESOLUTION; BINDING ARBITRATION AND NO CLASS RELIEF. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Denmark, without regard to conflict of law principles. In the unlikely event an issue arises, except in relation to intellectual property rights as set forth below, we each agree to resolve those disputes through binding arbitration with no class relief instead of in courts. Failure by fairkey to enforce any provision(s) of the Terms shall not be construed as a waiver of any provision or right. If any provision of the Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The User may not assign, transfer, or otherwise convey any rights granted hereunder; provided that, fairkey may assign any of the foregoing without notice or prior written consent. The Terms shall inure to the benefit of fairkey, its successors and assignees. The Terms, the Privacy Policy, and any other legal notices published by fairkey on Our Site, shall constitute the entire agreement between you and fairkey regarding use of the Site and service.

Trademarks

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