

Terms and Conditions of Incidentshare

1. General

The following Terms of Use (the “Terms”) is a binding agreement between you, either an individual subscriber, customer, member, or user of at least 18 years of age or a single entity (“you”, or collectively “Users”) and Incendium A/S (“Incendium”) regarding your use of Incidentshare (the “Site”)

By accessing Incidentshare and/or by clicking “I agree”, you agree to be bound by these Terms, including the BINDING ARBITRATION section set forth in Section 23. You hereby represent and warrant to Incendium that you:

- are at least 18 years of age
- are otherwise capable of entering into and performing legal agreements,
- agree to be bound by these Terms
- will insure that your use of the Incidentshare is in compliance with all applicable laws and regulations in Denmark and in your country
- in case you use Incidentshare on behalf of a business, a public or private organization, you hereby represent to Incendium that you have the authority to bind that business or organization and your acceptance of these Terms will be treated as acceptance by that business or organization. In that event, “you” and “your” will refer to that business or organization in these Terms.
- have given us the name and email address of your Data Protection Officer

- have given us 1 contact email address that we will use for all communication regarding technical matters (including warnings of scheduled downtime) and 1 email address for matters concerning billing.

Incendium reserves the right, at Incendium’s discretion, to change these Terms on a going-forward basis at any time by posting the amended Terms to our website (<https://incendium.dk>). Please check these Terms and any other policies periodically for changes. In addition, if our modifications are material, we will make commercially reasonable efforts to notify you electronically. For example, we may send a message to your email address, or we may display a notice on the Site indicating that the Terms are changing and the effective date of any such changes. Your continued use of the Incidentshare after new and/or revised Terms are effective indicates that you have read, understood, and agreed to those Terms.

NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any provision or provisions of these Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

2. Incendium’s Ownership of Materials; Limited License

2.a. The data and materials on the Incidentshare, except the Produced Content (as defined below), including, without limitation, plugins, extensions, modules, the text, graphics, interactive features, logos, photos, music, videos, software, and all other audible, visual or downloadable materials, as well as the selection, organization, coordination, compilation and overall look and feel of the

Incidentshare (collectively, the “Materials”) are the intellectual property of Incendium, its licensors and its suppliers. The Materials are protected by copyright, trade dress, patent, trademark and other laws, international conventions and proprietary rights and all ownership rights to the Materials remain with Incendium, its licensors or its suppliers, as the case may be. All trademarks, service marks, and trade names are proprietary to Incendium or its affiliates and/or third party licensors. Except as expressly authorized by Incendium, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make use of the Materials. If, with authorization, you download or print a copy of the Materials for personal use, you must retain all copyright, trademark, or other proprietary notices. Incendium reserves all rights not expressly granted in and to the Incidentshare and the Materials.

2.b. Subject to your compliance with the terms and conditions set out in these Terms, Incendium hereby grants you a, limited, non-exclusive, non-transferable, freely revocable license to use the Incidentshare.

2.b.i. This non-transferable license is granted to the company, department or organizational unit that you represent at the time when you start using Incidentshare and the Materials. Should changes occur in your organization (including but not limited to mergers, acquisitions, redefinition of tasks) that could lead to changes in types of usage or types or numbers of devices, groups or individuals that contribute or access the Site, you are obligated to let us know as soon as possible. At our sole discretion such changes could constitute a situation where we require you to upgrade to a more fitting Incidentshare plan or plans.

2.c. Incendium RESERVES THE RIGHT TO ALTER, REMOVE OR DISCONTINUE ANY PORTION OF THE Incidentshare OR THE CONTENT ON THE Incidentshare, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

3. Privacy Policy

Your use of the Incidentshare is subject to the Incendium Privacy Policy, which is incorporated herein by reference.

4. Your Produced Content

4.a. The Incidentshare provides a system and method for Users to produce and distribute authorized live audiovisual content (the “Audiovisual Content”). The Incidentshare permits its Users to create or display content of their own creations, including Audiovisual Content and other content, including without limitation, videos, music, images, and text (collectively, “Produced Content”). Produced Content, which includes Audiovisual Content, and is distributed via the Incidentshare (in accordance with the terms herein) shall sometimes be referred to as a “Site”.

4.b. By submitting Produced Content to Incendium you agree that

4.b.1. In connection with the Incidentshare, Incendium will store your Produced Content on your behalf for use on your Site, but that (i) while Incendium will use all reasonable commercial efforts to maintain the security of your Produced Content while stored, it does not guarantee that users will not be able to access, download or otherwise manipulate or copy such Produced Content, and (ii) while Incendium will use all reasonable commercial efforts to maintain the security of your Produced Content, Incendium does not employ a digital rights management system with

respect to the Incidentshare (and therefore your Produced Content), and further does not guarantee that users will not be able to access, download or otherwise manipulate or copy such Produced Content.

4.b.2. Incendium reserves the right to lock down your Site and will do so in case of a suspected security breach. You will receive a report from us on your contact email.

4.c. Incendium reserves the right to limit the number of users and devices who contribute to or access any element of Produced Content for a Site.

4.c.i. Incendium reserves the right to limit the amount of data you store on your site.

4.d.i.1. Your Produced Content does not and will not violate any of the “Prohibited Uses” set forth in Section 5 of these Terms.

4.d.i.2. Violators of third-party rights may be subject to criminal and civil liability. Incendium reserves all rights and remedies against any Users who violate these Terms.

4.d.i.3. You understand that Incendium reserves the right to discontinue any aspect of the Incidentshare at any time, including the right to discontinue the display of any Produced Content or linked or embedded content either generally or in specific cases.

4.d.i.4. For the avoidance of doubt, you are not entitled to any compensation from Incendium for any Produced Content or loss of access to Produced Content for any reason.

4.d.i.5. Your Produced Content does not contain any viruses, adware, spyware, worms, or other malicious code or any content or file that provides a method to access to potentially infringing content outside of the Incidentshare.

4.d.i.6. The rights granted in this Section include, but are not limited to, the right to reproduce sound recordings (and make

mechanical reproductions of the musical works embodied in such sound recordings), and publicly perform sound recordings (and the musical works embodied therein), all on a royalty-free basis. In addition, if you only own the rights in and to a sound recording, but not to the underlying musical works embodied in such sound recordings, then you must not post or transmit such sound recordings to or through the Incidentshare unless you have all necessary rights, authorizations, and permissions with respect to such embedded musical works that grant you sufficient rights to grant the licenses to Incendium under these Terms.

4.d.ii. You are solely responsible for all of your Produced Content and you hereby recognize and affirm that the Incidentshare is merely providing you the means to produce and distribute your Produced Content. Accordingly, you shall be solely responsible for your own Produced Content and the consequences of posting or publishing it. You hereby affirm, represent, and warrant that:

4.d.ii.1. You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize Incendium and Users to use and distribute your Produced Content as necessary to exercise the rights and licenses granted by you in these Terms and in the manner contemplated by Incendium and these Terms.

4.d.ii.2. Your Produced Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other rights of any person or entity.

4.e. Incendium does not control your Produced Content posted by you and does not have any obligation to monitor such content for any purpose. You acknowledge that you are solely responsible for your Produced Content and any other material that you submit to Incendium.

4.f. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU SPECIFICALLY ACKNOWLEDGE THAT Incendium SHALL NOT BE LIABLE FOR PRODUCED CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

5. Prohibited Uses

YOU REPRESENT, WARRANT, AND COVENANT TO Incendium THAT YOU WILL NOT:

5.a. UPLOAD TO OR CREATE ON THE Incidentshare ANY PRODUCED CONTENT THAT VIOLATES ANY LAW, REGULATION, TREATY OR THIRD PARTY RIGHT (INCLUDING, WITHOUT LIMITATION, TRADE SECRET, INTELLECTUAL PROPERTY, PRIVACY, OR PUBLICITY RIGHTS);

5.b. USE THE Incidentshare to make content available to the general public or any individual or group that you cannot account for when asked to do so by Incendium.

5.c. USE THE site in violation of the data protection laws of the European Union.

5.d. USE THE site FOR ANY PURPOSE OTHER THAN TO ACCESS THE Incidentshare AS OFFERED BY Incendium;

5.e. CIRCUMVENT, DISABLE OR OTHERWISE INTERFERE WITH SECURITY-RELATED FEATURES OF THE

Incidentshare OR FEATURES THAT PREVENT, LIMIT OR RESTRICT USE OR COPYING OF ANY MATERIALS OR ANOTHER USER'S PRODUCED CONTENT;

5.f. RENT, LEASE, LOAN, SELL, RESELL, SUBLICENSE, DISTRIBUTE OR OTHERWISE TRANSFER THE LICENSES GRANTED HEREIN OR ANY MATERIALS.

5.g. DELETE INDICATIONS OR NOTICES REGARDING THE COPYRIGHT OR OTHER PROPRIETARY RIGHTS ON THE Incidentshare OR ANY THIRD PARTY CONTENT;

5.h. MAKE UNSOLICITED OFFERS, ADVERTISEMENTS, PROPOSALS, OR SEND JUNK MAIL OR SPAM TO OTHER USERS. THIS INCLUDES, BUT IS NOT LIMITED TO, UNSOLICITED ADVERTISING, PROMOTIONAL MATERIALS, OR OTHER SOLICITATION MATERIAL, BULK MAILING OF COMMERCIAL ADVERTISING, CHAIN MAIL, INFORMATIONAL ANNOUNCEMENTS, CHARITY REQUESTS, AND PETITIONS FOR SIGNATURES;

5.i. USE THE Incidentshare FOR ANY ILLEGAL PURPOSE, OR IN VIOLATION OF ANY LOCAL, STATE, NATIONAL, OR INTERNATIONAL LAW, INCLUDING, WITHOUT LIMITATION, LAWS GOVERNING INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS, AND DATA PROTECTION AND PRIVACY;

5.j. DEFAME, HARASS, ABUSE, THREATEN OR DEFRAUD USERS, OR COLLECT, OR ATTEMPT TO COLLECT, PERSONAL INFORMATION ABOUT USERS OR THIRD PARTIES WITHOUT THEIR CONSENT, OR, EXCEPT AS EXPRESSLY AUTHORIZED HEREIN, USE

MATERIALS, THIRD PARTY PRODUCED CONTENT, OR OTHER CONTENT ON THE Incidentshare.

5.k. REVERSE ENGINEER, DECOMPILE, DISASSEMBLE OR OTHERWISE ATTEMPT TO DISCOVER THE SOURCE CODE OF THE Incidentshare OR ANY PART THEREOF, EXCEPT AND ONLY TO THE EXTENT THAT SUCH ACTIVITY IS EXPRESSLY PERMITTED BY APPLICABLE LAW NOTWITHSTANDING THIS LIMITATION;

5.l. ACCESS OR USE ANY AUTOMATED PROCESS (SUCH AS A ROBOT, SPIDER, SCRAPER, OR SIMILAR) TO ACCESS THE SITE OTHER THAN IN CONNECTION WITH BONA FIDE SEARCH ENGINE INDEXING, OR AS MAY OTHERWISE BE EXPRESSLY PERMITTED BY Incendium;

5.m. MODIFY, ADAPT, TRANSLATE OR CREATE DERIVATIVE WORKS BASED UPON THE Incidentshare OR ANY PART THEREOF, EXCEPT AND ONLY TO THE EXTENT THAT SUCH ACTIVITY IS EXPRESSLY PERMITTED BY APPLICABLE LAW NOTWITHSTANDING THIS LIMITATION;

5.n. INTENTIONALLY INTERFERE WITH OR DAMAGE THE OPERATION OF THE Incidentshare, BY ANY MEANS, INCLUDING UPLOADING OR OTHERWISE DISSEMINATING VIRUSES, ADWARE, SPYWARE, WORMS, OR OTHER MALICIOUS CODE;

5.o. TAKE ANY ACTION THAT IMPOSES OR MAY IMPOSE (IN Incendium'S SOLE DISCRETION) AN UNREASONABLE OR DISPROPORTIONATELY LARGE LOAD ON Incendium'S INFRASTRUCTURE;

5.p. INTERFERE OR ATTEMPT TO INTERFERE WITH THE PROPER

WORKINGS OF THE Incidentshare OR ANY ACTIVITIES CONDUCTED ON THE Incidentshare;

5.q. BYPASS MEASURES Incendium MAY USE TO PREVENT UNAUTHORIZED ACCESS TO THE Incidentshare;

5.r. REGISTER MORE THAN FIVE (5) ACCOUNTS, UNLESS YOU ARE PERMITTED TO BY A WRITTEN CONFIRMATION FROM INCENDIUM;

5.s. USE THE Incidentshare in a way that carries out or assists in violating human rights

5.t. USE THE Incidentshare TO STREAM SPORTS EVENTS FOR BETTING, GAMBLING, WAGERING OR OTHER GAMING PURPOSES; OR

5.u. ATTEMPT TO DO ANY OF THE ACTS DESCRIBED IN THIS SECTION 5, OR ASSIST OR PERMIT ANY PERSON IN ENGAGING IN ANY OF THE ACTS DESCRIBED IN THIS SECTION 5.

(a)-(u) of this Section 5 are collectively, "Prohibited Uses."

6. Termination; Terms of Use Violations

a. General. You agree that Incendium, without penalty, may suspend or terminate any account (or any part thereof) you may have with Incendium or your use of the Incidentshare and remove and discard all or any part of your account, User profile, and any Produced Content, at any time if Incendium determines in its own sole discretion that you have violated these Terms. Incendium may also in its sole discretion and at any time discontinue providing access to the Incidentshare, or any part thereof (including without limitation all Materials), with or without notice. You agree that any termination or suspension of your access to the Incidentshare or any account you may have or portion thereof may be effected

without prior notice, and you agree that Incendium will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Incendium may have at law or in equity. As discussed in Section 7, Incendium does not permit copyright infringing activities on the Incidentshare, and may terminate access to the Incidentshare, and remove any Produced Content or other content submitted by any Users who are found to be repeat infringers. You may terminate these Terms at any time by discontinuing use of any and all parts of the Incidentshare.

6.b.i. Incendium retains the absolute right to immediately suspend or terminate your account, and terminate this Agreement, if the charges to your credit card for any fees are refused for any reason or if your wire transfer to our account is missing on the due date. Upon any such termination of your account, you will remain obligated to pay all outstanding fees and charges relating to your use of the Incidentshare before termination.

6.b.ii. You may terminate your subscription by contacting Incendium customer support at info@incendium.dk. Unused fees are non-refundable and, if applicable, Incendium reserves the right to charge you the early termination fee agreed to by you at the time you subscribed to the Incidentshare. For clarity, no fees payable by you hereunder are refundable upon termination of these Terms by you.

6.b.iii. If you terminate these Terms, or if Incendium terminates your account for cause (i.e., as a result of your breach of any obligations, covenants, representations, warranties, or terms in these Terms),

Incendium reserves the right to charge you fees through the end of your subscription term; provided that you shall have access to the Incidentshare in exchange for such fees through the end of your subscription term. If Incendium terminates your use of any part or all of the Incidentshare for convenience prior to the completion of your subscription period, your sole remedy is a pro-rata refund of the purchase price paid for the unavailable service.

6.c. Effect of Termination. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 1, 2, 3, 4.b.1, 4.d, 5, 6, 7, and 15 – 28.

7. Registration, Accounts and Passwords

7.a. If you become a registered User and create an account on the Incidentshare, you agree to be responsible and/or liable for maintaining the confidentiality of passwords or other account identifiers which you choose and all activities that occur under such password or account identifiers.

7.b. You agree to notify Incendium of any loss of your password or account identifiers and any unauthorized use of your password or account identifiers.

7.c. Without limiting anything in this Agreement, Incendium will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section 8.

7.d.i. Auto-Renewals. YOU MUST PAY THE INITIAL SUBSCRIPTION FEE PRIOR TO USING THE Incidentshare. BY PURCHASING A SUBSCRIPTION TO THE Incidentshare, YOU AGREE THAT, ONCE YOUR SUBSCRIPTION EXPIRES, YOUR SUBSCRIPTION WILL AUTOMATICALLY

RENEW FOR SUCCESSIVE PERIODS OF THE SAME DURATION (E.G., MONTHLY, ANNUAL) UNLESS YOU CANCEL YOUR SUBSCRIPTION AS FURTHER DESCRIBED BELOW. YOU AUTHORIZE Incendium TO CHARGE THE PAYMENT METHOD THAT OUR SERVICE PROVIDER HAS ON FILE FOR YOU TO PAY FOR ANY RENEWAL SUBSCRIPTION. YOU WILL BE BILLED FOR THE SAME SUBSCRIPTION PLAN (OR THE MOST SIMILAR SUBSCRIPTION PLAN, IF YOUR PRIOR PLAN IS NO LONGER AVAILABLE) AT THE THEN-CURRENT SUBSCRIPTION FEE PLUS ANY APPLICABLE TAXES. IF YOU PAY FOR YOUR SUBSCRIPTION ON A MONTHLY BASIS, THEN, DEPENDING ON YOUR SUBSCRIPTION TIER, WE WILL PROCESS YOUR PAYMENTS FOR ANY RENEWAL SUBSCRIPTION EVERY 31 DAYS, 32 DAYS, OR ON THE SAME DATE EACH MONTH. ADDITIONAL TERMS AND CONDITIONS MAY APPLY UPON RENEWAL AND SUBSCRIPTION FEES MAY CHANGE AT ANY TIME.

7.d.ii. Cancellation Refund Policy. YOU MAY CANCEL YOUR SUBSCRIPTION TO THE Incidentshare AT ANY TIME, AFTER WHICH WE WILL NOT RENEW YOUR SUBSCRIPTION. PLEASE CONTACT info@incendium.dk TO DISPUTE A CHARGE, CANCEL YOUR SUBSCRIPTION, OR REQUEST A REFUND. FOR THE AVOIDANCE OF DOUBT, YOU DO NOT HAVE A RIGHT OF WITHDRAWAL, BUT YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME AS DESCRIBED ABOVE.

7.d.iii. You May Need to Agree to Additional Terms or Agreements. You acknowledge that you may be required to agree to additional or superseding terms or agreements if your

subscription is automatically renewed as described above. For example, if you would like a subscription to the Incidentshare that is different from Incendium's standard subscription (i.e., a promotional subscription), then you may be required to agree to an additional set of terms.

7.d.v. You are required to keep your billing information current, complete and accurate (such as a change in billing address, credit/debit card number or expiration date) and notify Incendium if your selected payment method is canceled (e.g., for loss or theft). You are responsible for all charges incurred under your account made by you or anyone who uses your account. Additionally, Incendium reserves the right to deactivate your account if payment is past due, regardless of the dollar amount. You are responsible for any overdraft fees charged to your payment account.

7.d.vi. You are responsible for paying any governmental taxes imposed on your use of the Incidentshare, including, but not limited to, sales, use or value-added taxes. To the extent Incendium is obligated to collect such taxes, the applicable tax will be added to your billing account.

7.d.vii. Incendium may impose an additional transaction fee based on transactions associated with Incidentshare, including a transaction fee applied to purchases from third parties. Such transaction fee will be disclosed to you prior to your agreement to the relevant transaction.

8. Special Terms on usage.

We offer a certain amount of bandwidth to your site. If we believe you are over-burdening our servers (e.g., consistently exceeding the 90th percentile of bandwidth consumed by users at your subscription plan level), we may

require you to upgrade to a more powerful Incidentshare plan.

When you sign up, you will provide us with an idea of, how you are going to use the Site. If we believe you have changed the usage substantially (e.g. giving access to other devices, groups or individuals than we expected, when you signed up or other types of unforeseen mismatch between actual usage and our expectations), we may require you to change Incidentshare plan.

9. Disclaimer

CONTENT ON THE Incidentshare, INCLUDING WITHOUT LIMITATION, MATERIALS, AND PRODUCED CONTENT, IS PROVIDED ON AN “AS IS” BASIS WITH NO WARRANTY.

9.a. Incendium, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, AND SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE Incidentshare AND DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Incendium, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, AND SUPPLIERS DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY (I) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS;

(III) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE Incidentshare, OR ANY PART THEREOF; (IV) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE Incidentshare; (V) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA ON THE Incidentshare; AND (VI) OTHER WARRANTIES RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS OF Incendium, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, OR SUPPLIERS.

9.b. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, Incendium MAKES NO WARRANTY THAT THE Incidentshare WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. THE Incidentshare MAY BE LIMITED BY MANY FACTORS, INCLUDING INHERENT RISKS OF THE INTERNET.

9.c. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Incendium OR THROUGH THE Incidentshare WILL CREATE ANY WARRANTY. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE Incidentshare OR ANY THIRD-PARTY SERVICES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM

OR MOBILE DEVICE) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

9.d. You understand and acknowledge that you may be exposed to Produced Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Incendium with respect thereto. Incendium does not endorse any Produced Content or any opinion, recommendation, or advice expressed therein, and Incendium expressly disclaims any and all liability in connection with the Produced Content. YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST Incendium WITH RESPECT THERETO AND AGREE TO INDEMNIFY AND HOLD Incendium, ITS OWNERS/OPERATORS, AFFILIATES, SUPPLIERS, AND/OR LICENSORS HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW REGARDING ALL MATTERS RELATED TO YOUR CONTENT AND ANY USE OF THE Incidentshare THAT IS PROHIBITED UNDER SECTION 5.

9.e. You understand that Incidentshare relies on other software produced and maintained by third parties that Incendium cannot control and that new releases and updates from these third parties can have negative impact your access to Incidentshare. We strive to mitigate such impact, however we make no warranty that Incidentshare will always be available any particular device or type of device.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL Incendium, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS,

LICENSORS, SUPPLIERS OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS Incidentshare BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF: (I) THE Incidentshare, YOUR ACCESS, USE OR INABILITY TO USE THE Incidentshare; (II) ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE (INCLUDING LOSS PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE Incidentshare); (III) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE Incidentshare, (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL IDENTIFIABLE INFORMATION STORED THEREIN, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE Incidentshare BY ANY THIRD PARTY.

10.a. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL Incendium OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE Incidentshare OR YOUR INTERACTION

WITH OTHER USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, TO Incendium DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM AND ONE HUNDRED EURO, WHICHEVER IS GREATER.

10.b. THE FOREGOING LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF Incendium, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.c. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD-PARTY SERVICES OR OTHERWISE BY THIRD PARTIES OTHER THAN Incendium AND RECEIVED THROUGH OR ADVERTISED ON THE Incidentshare OR RECEIVED THROUGH ANY THIRD-PARTY SITES.

11. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless Incendium, its officers, directors, employees, affiliates, agents, licensors, suppliers, successors, assigns, and their past and present officers, directors and employees, representatives and agents from and against any losses, claims, damages, liabilities, including legal fees and expenses, arising out of:

11.a. any claim due to or arising out of your violation of these Terms, including but not limited to a claim arising out of a breach of your representations or warranties made hereunder;

11.b. your use or misuse of or access to the Incidentshare;

11.c. your violation of any law, regulation or third party right, including without limitation any copyright, property, data protection or privacy right; or

11.d. any claim that you or your Produced Content caused damage to a third party.

Incendium reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Incendium, and you agree to cooperate with Incendium's defense of these claims.

12. Release for Disputes between Users

Incendium does not control the actions of its Users. If you have a dispute with one or more Users, to the fullest extent permitted by law, you release Incendium (and Incendium's officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

13. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Incendium without restriction.

14. Waiver and Severability

The failure to require performance of any provision shall not affect either Incendium's or your right to require performance at any time

thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any portion of these Terms is found to be unenforceable, such portion will be modified to reflect the parties' intention and only to the extent necessary to make it enforceable, and the remaining provisions of this Agreement will remain in full force and effect.

15. Consent to Electronic Communications

By using the Incidentshare, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

16. Choice of Law and Forum

These Terms shall be governed and construed in accordance with the laws of Denmark. If a lawsuit or court proceeding is permitted under these Terms, then you and Incendium agree to submit to the personal and exclusive jurisdiction to the court of Holstebro, Denmark. YOU AND Incendium AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE Incidentshare MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17. Entire Agreement

This is the entire agreement between you and Incendium relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these

Terms or policies made by Incendium as set forth above.

18. No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

19. No Third Party Beneficiaries

The parties specifically disavow any desire or intention to create a "third party" beneficiary contract, and specifically declare that no person, except for the parties and their permitted assigns, shall have any rights hereunder nor any right of enforcement hereof.