Group Online A/S

Terms and Conditions

1. Application

These terms and conditions apply to all relationships between Group Online (formerly the companies DanaWeb, Optimeo and Plico) and the client, unless otherwise agreed in writing. Group Online primarily provides solutions for business owners as well as public authorities, associations, confederations and in a few cases private consumers.

2. Information and marketing

The client will receive newsletters by e-mail and text message containing information about current deals, new products, new services, notifications of maintenance etc.

3. Products

These terms and conditions apply to websites and web-hotels, possibly including an e-mail solution (hereinafter referred to together as web-hotel), hosted solutions (such as Hosted Exchange) as well as other services and products associated with websites, online marketing, e-mail solutions, media consultancy etc.

4. The entered agreement

The agreement is entered into by the parties signing of a contract or through consent from the client by e-mail.

The client is obligated to deliver all relevant materials to be used for producing the website.
Group Online reserves the right to create a temporary website, if relevant materials are not forwarded within 14 days after entering into the agreement. After this, 30 days from the date of invoice are provided for any corrections of graphics or layout.

When entering into the agreement, the client is obligated to provide their correct name, address, postal code, telephone number, company CVR. no. and e-mail address. Group Online is obligated to treat all information about the client as confidential.

Group Online reserves the right to use subscription information for creating general statistics, and to use the provided work as a reference for sales and for marketing purposes. Group Online is entitled to forward mandatory information to official authorities, such as DK Hostmaster.

The contract period for specific products is stated on invoices. Group Online reserves the right to relinquish a task in the unlikely event that it turns out to be too extensive. In this case, the client will not be invoiced. applicable

5. Termination

The agreement is non-terminable for the agreed period and is in force for the number of months stated in the agreement. The agreement will automatically be renewed for 24 months at a time, with the exception of agreements with a duration of 12 months, which are renewed for 12 months at a time.

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If for example, an agreement has been entered into for 36 months, the agreement is automatically renewed for 24 months for the next contract period. The renewal takes place if Group Online has not received a timely termination in writing.

If the client wishes to terminate the agreement, this must be done by e-mail to info@grouponline.dk or by registered post. The termination should reach us no later than 3 months prior to the expiry of a contract period, unless otherwise agreed specifically in the written agreement. Any prepaid amounts are not refunded. In case of termination, the update module (CMS) is not transferred to any new provider of web-hotel, as this is protected by copyright. The graphical layout, text and images of the website are the property of the client and can be transferred to another provider. However, the client must do this. Group Online cannot be held liable for the use of images and graphical elements after termination and transfer of the website.

If Group Online wishes to shut down special subscription types/terminate special agreements or separate agreements, Group Online may terminate the agreement. In such instance, prepaid amounts will be refunded. Group Online may at any time terminate agreements with one month's notice. If the domain is transferred to another provider, all services associated with the domain will be closed. If the client wants to keep one or more services, this must be notified in writing to Group Online no later than one week prior to the transfer. In such instance, the agreement will continue at the same price with the contracted services.

Actual redesign of a website provided by Group Online are only carried out against special payment or by appointment. However, graphical updating of the website is carried out free of charge after each 24-month contractual period.

6. Data Processing Agreement

The terms and conditions also include the data processor agreements, available on https://grouponline.dk/forretningsbetingelser-databehandleraftaler.aspx

7. Domain Name

The client is responsible for obtaining a legal domain name to be used for the website. If the client has not obtained a domain name, Group Online can by written agreement assist the client in registering a domain name to be used for the current or future website/websites. In such instances Group Online only assists as a proxy in connection with the acquisition and maintenance, while the actual registration and use of the domain is at the client's risk and in accordance with the current conditions of the domain provider. Subsequently, the client is responsible for paying the maintenance fee etc. to the provider (for instance DK Hostmaster) for domain maintenance.

Group Online aims to apply for domain registration at the relevant provider no later than 2 workdays after the client has paid the agreed registration fee. The client is obligated to check whether the registration has taken place no later than 8 days after this. The client must immediately inform Group Online, if registration has not taken place.

Domains are registered on a first come, first served basis. Thus, Group Online cannot be held liable, if a desired domain cannot be registered, as it has already been registered by a third party.

The domain name is registered for a name server at Group Online, unless other has been agreed in writing. In instance of misregistered domains (for example because of spelling errors, name errors or the likes of made by the client), or if the client does not activate the domain, Group Online will not refund the registration fee. Group Online cannot guarantee full functionality of domains containing Æ, Ø, Å, accent or other special characters.

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8. Web-hotel Activation

Websites produced by Group Online are initially hosted on a test server. Activation takes place when the client approves the design. When activated, the domain name chosen by the client will refer to the website in question.

9. Materials for design or the like

Materials submitted or handed over by the client for the purpose of producing the website or other products from Group Online will be disposed of or deleted after 3 months.

Group Online cannot be held liable for materials, including USB sticks or other digital storage media, that are damaged or lost while in the possession of Group Online, and it is therefore recommended that the client either keeps copies or submits/hands over copies to Group Online. In any occasion, the client is encouraged to back-up the materials before they are handed over to Group Online, ensuring that the client will not be affected in case of a loss.

10. Specifically large data volumes etc.

A web-hotel includes the ability to store a specific amount of data and data files concerning the client's web-hotel on Group Online's server. Web-hotels and other of Group Onlines products have the advantage of not having to pay for traffic to the client's website(s). It is not permitted for clients to have large archives of files that can be downloaded for free by others, including shareware archives and music files (such as mp3). Group Online can at any time and without notice set upper limits for data quantities for each web hotel hosted on a server at Group Online. Further space on a server at Group Online can be acquired at the current price by contacting us.

Only in case of particularly extensive additional traffic will Group Online contact the client. There will be no additional invoicing for traffic, but Group Online reserves the right to at any time terminate agreements with clients in case of misuse or particularly extensive traffic.

11. Scope of Agreement

Group Online handles hosting of the client's website. During the contract period, Group Online makes corrections to the website requested by the client free of charge and updates the website by adding written materials and images forwarded by the client. Materials to be added to various menus and submenus must be provided digitally. Corrections and updates are carried out as soon as possible after the client's request. Furthermore, Group Online provides consultancy free of charge for the client regarding how to add products, text and images etc. through the update module.

Group Online refers to existing and updated guides regarding products and services on grouponline.dk. Group Online does not provide FTP access.

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11.1. Particularly Concerning E-mail and Similar Hosted Services

For clients using Hosted Exchange and similar hosted services from Group Online, support will only be provided for the latest version of Outlook from Microsoft. Before all setup and the like, Group Online recommends that the client carries out appropriate backup of all relevant data, including but not limited to e-mails, calendar, contacts, tasks etc.

Group Online provides support in case of connection issues in Outlook (general setup): debugging of incoming and outgoing e-mails through IMAP and POP. For clients additionally purchasing products for connecting through MAPI/Activesync, also: issues with calendar sharing (Outlook/OWA), contacts (Global/Private), setup of signature (Outlook/OWA), setup of auto-reply (Outlook/OWA).

When setting up new accounts, Group Online will not provide support regarding installation of Outlook on the client's computer. If the client has installed Outlook on their computer (either in Danish or English), Group Online will provide support in connection with setup. However, in these instances, Group Online does not provide support regarding import of the client's previously sent, received and saved e-mails, contacts, calendar, tasks etc.

In case of a changed price structure of Office 365 or other licensed products from a third party acquired through Group Online, the adjustment will be passed on to the client in accordance with the notified time limit from Microsoft.

Group Online provides support and configuration regarding licensing of programmes in Office 365. Furthermore, we will provide support regarding setup of the e-mail system in Outlook acquired through Group Online. The client is always responsible for keeping installed programmes up-to-date.

No end user support is provided regarding the use of programmes such as the Office package or OneDrive.

Group Online does not install programmes or assist in configuration or debugging of computers/units necessary to get programmes or services to work properly. Reference is made to the customer’s own IT supporter.

11.2. Particularly Concerning E-mail

2,000 megabytes are made available for each e-mail account. The maximum size of e-mails that can be sent or received is 30 megabytes. The maximum number of e-mails that can be sent from an account is 500 per day.

11.3. Particularly Concerning Webshop

Group Online will create the first 10 products (including URL) and transfer up to 30 indexed URLs from Google in connection with a switch from another provider.

Group Online refers to available and updated guides regarding products and services as well as our customer service.

Group Online does not correct graphical elements in webshop solutions as part of the support provided with the agreement. If corrections cannot be made by using CMS and the associated text editor, the correction is considered to be of a graphical nature, which is not covered by the support agreement.

Group Online provides telephone support for web shop solution as well as consulting regarding how clients can add text and images themselves in the webshop.

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12. Violations

The client is obligated to comply with Danish legislation. In case of misuse of the subscription/agreement, including unethical behaviour online, the web- hotel will be closed. Reopening will not take place until Group Online has received confirmation in writing that the offence will not happen again.

After this, misuse will lead to termination of the agreement without further notice. When creating a domain name, the client guarantees that they have the right of use to the name in question, and the client will keep Group Online exempt from any liability resulting from the client violating the rights of others by creating or using the domain name. Racist, paedophile or in any other way offensive and/or illegal materials (images, music etc. without proper ownership rights), or other unethical content, are not permitted on Group Online's servers. This can be text, images, video clips or hyperlinks to images or similar materials. Group Online reserves the right to delete materials of the above nature without notice. In any situation, Group Online has sole discretion in cases where special materials can be placed in one or more of the above categories.

Special agreements and other special conditions must always be agreed in writing with Group Online, and any existing agreement is only valid if there is a written agreement confirmed by Group Online between Group Online and the client. In special cases, Group Online reserves the right to invoice for traffic consumption regarding special content types and the use of web-hotel and server solutions. Group Online will without notice close domains or servers that violate agreements entered into, and the reason for the closing will be informed directly to the client. It should be noted that prepaid amounts will not be refunded in case of any kind of violation.

The client is solely responsible for ensuring that the chosen domain name as well as the content of the website, domain name and any keywords in search engines (such as Google) etc. do not violate a third party's rights or legislation in force, and that the use of the website is legal and is not used for sending out spam and the like (junk e-mails). Group Online reserves the right to without notice shut down access to the website or e-mail system, if this is not the case, and also reserves the right to shut down websites containing smear campaigns. When services are shut down due to sending out SPAM or the like, refund of the subscription will not be possible. Reactivation of the website will not take place until the client has documented that the content and use is legal.

In situations of misuse, the client is liable to pay damages to Group Online in accordance with the general rules of Danish legislation.

13. Adress changes and other changes in the customers status

If the client moves, or if the information given originally, including telephone number or e-mail address, changes for any reason, the client must immediately inform Group Online of this in writing.

The client is obligated to inform Group Online by e-mail to info@grouponline.dk or by registered post regarding any resignation of membership of a trade organisation resulting in lack of permission to use the trade organisation’s logo on the client's website. This must be received by Group Online no later than 5 workdays before the resignation of membership of the trade organisation takes effect. If this is not complied with, Group Online disclaims any responsibility in that connection.

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14. Disclaimer

Group Online aims to continuously provide access to Group Online's systems and servers, and does not accept any liability for loss or damage to the electronic equipment used. Similarly, Group Online does not accept any liability for loss or damage attributed to the circumstances of Group Online's suppliers and/or the circumstances of other third parties. Group Online reserves the right to carry out repairs, maintenance or the like resulting in service stops. In case of predictable service stops, Group Online will aim to notify clients prior to service stops on www.grouponline.dk or by e-mail.

Group Online can redelegate a domain when entering into or terminating an agreement involving production of a website. In connection with redelegation of a domain name, Group Online does not accept any liability for loss or damage. This also applies regarding any e-mail accounts as well as in cases where the client has their own e-mail server, and interruptions of e-mail or web- hotel occur for that reason. Group Online does not provide support or accept liability in connection with issues occurring on the client's own e-mail server when redelegating a domain name.

14.1. Delays

Group Online does not accept liability for any delays.

14.2. Product Liability

Group Online does not accept liability for damages to real property, movables or other assets. The same applies to service stops, loss of earnings or other indirect loss. The client may not pass on any claims from a third party against themselves to Group Online.

Group Online is not liable for data in the electronic mailbox or data on the client's web-hotel. We encourage the client to carry out continuous backup.

14.3. Incorrect Entries

Group Online does not accept any liability for loss and damage caused by incorrect entries carried out by the client or carried out by Group Online based on information from the client, including in the connection with the purchase of domains.

14.4. Materials

Group Online may not be held liable for materials, including USB sticks or other digital storage media, damaged or lost while in the possession of Group Online.

14.5. Force Majeure

Group Online does not accept any liability for matters of force majeure outside the control of Group Online and which cannot be expected to have been taken into consideration when entering into the agreement.

14.6. Webshop

Group Online is not obligated to recreate a backup of the webshop in instances of errors occurred in connection with the client's own changes in CMS. If the client has deleted the entire or parts of their product catalogue, Group Online can attempt to recreate data by written agreement and against payment.

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14.7. Virus or Hacker Attacks

Group Online does not accept any liability in instances of virus or hacker attacks affecting the client's e-mail, website and/or marketing.

14.8. Termination of Clients Agreements

If the parties have agreed that Group Online is to terminate agreements with a third party on behalf of the client, the client is responsible for enisuring that Group Online receives written information concerning precisely which products that are to be terminated, and for giving Group Online sufficient and complete information about how termination of each agreement is to take place. The client is responsible for ensuring that the client receives a written confirmation from the third party that confirming that correct termination has taken place, and Group Online does not accept any liability for loss and damages caused by incorrect and/or lacking termination of the client's agreements with the third party carried out by Group Online.

14.9. Additional expences

If Group Online is required to pay VAT due to an invalid or incorrect VAT number, Group Online reserves the right to invoice the client for this expense.

15. Corrections, Changes and Notifications Thereof

Group Online may notify of changes to the agreement by e-mail to the e-mail address informed by the client when ordering the subscription/entering into the agreement. Group Online may change the agreement with 30 days' notice. In instances of significant changes to the agreement that are to the disadvantage of the client, the client may terminate the agreement in writing as of the commencement of the new terms of the agreement. In these occurrences, the notification of termination from the client must be provided no later than 14 days prior to the commencement of the new terms of the agreement. Changes of a purely favourable nature may be carried out without any prior notification. Group Online may continuously carry out corrections/changes of the individual modules and products for the sake of operations, including limiting or ending the delivery of special types of subscriptions or special services. Group Online may transfer the technical operation of any service to a third party, if this can be done with unchanged terms for the client.

16. Copyright

Group Online owns the copyright for the web-hotels and all associated modules. Using these without the consent of Group Online is not permitted.

Group Online owns the copyright for these standard terms, consequently they may not be copied or used completely or partly without the consent of Group Online.

17. Extraordinary Programming

By special agreement, Group Online can carry out extraordinary programming tasks for the client. In connection with extraordinary programming for the client, options and conditions for use are stated in the requirements specification drawn up by Group Online prior to extraordinary programming. Services are only made available to the client on their web-hotel or a similar service provided by Group Online.

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18. Invoicing

Group Online is entitled to invoice marketing services, e-mail solutions and media consultancy immediately after entering into the agreement. Invoicing will usually take place no later than 30 days after entering into the agreement.

Invoicing of web-hotel takes place immediately after presentation of the created website. Group Online reserves the right to invoice, if materials for the graphical production of the website have not been forwarded by the client within 14 days after signing the agreement.

Group Online reserves the right to invoice up to 50% of the total order prior to starting the work, if the client is registered with credit rating agencies such as RKI.

19. Prices and Payment Terms

All prices are stated excl. VAT. The purchased products must be paid in advance. Group Online reserves the right to invoice 3 months before the expiry of the individual products, as server space and resources must be reserved. The period is stated on the forwarded invoice.

The prices in the agreement are fixed for 12 months from the date of commencement. After 12 months, Group Online may annually increase the unit price corresponding to the increase in the Danish net price index, yet by at least 3% and rounded up to the next DKK 10 per product. Calculation of the net price index is based on the index in force at the date of commencement. Group Online reserves the right to charge a fee for providing for example support and services, including redesign of the website.

All invoices include a handling charge of DKK 99. Amounts due must be paid no later than 10 days from the date of invoice (the date of payment). In case of delayed payment, claims from Group Online accumulate an interest of 2% per month from the date of payment.

In case of overdue payment in accordance with the agreement, the entire remaining contract value becomes due for immediate payment. Group Online reserves the right to shut down access to website as well as e-mail and administration module, until the debt to Group Online has been paid.

In case of trade with companies in the EU where Group Online does not charge VAT, the client is always obligated to inform of their valid VAT number as legislation requiring specification on lists for the Danish authorities regarding sale without Danish VAT.

20. Jurisdiction

Any disputes between the parties are settled by the court of law in Glostrup, the court of law in Lyngby or the court of law in Hillerød in the first instance and the Eastern High Court in case of appeals.

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