



tamigo

## Terms & Conditions

Last updated 28th of May 2018

## 1. Use

These terms and conditions (“Terms”) shall apply to all agreements and legal relationships between tamigo ApS, Kristianiagade 8, 2100 Copenhagen, CVR no. DK28277679 (“tamigo”) and the customer, including the customer’s access to tamigo’s web-based application named “tamigo” (“Application”) and all related services.

In case of discrepancy between the Terms and individually agreed terms and conditions between tamigo and the customer, the individually agreed terms and conditions shall prevail, provided that these are agreed in writing.

## 2. Subscription

On payment of a monthly fee, tamigo shall grant the customer a non-transferable and non-exclusive license to use the Application via the Internet (“Subscription”). The Subscription may only be used in relation to the customer’s employees, and only in those of the customer’s departments, for which the monthly fee has been paid.

## 3. Term and Termination

A Subscription is valid for 12 months (“Subscription Period”). The customer may terminate the Subscription with one month’s notice to the expiry of a Subscription Period.

If the Subscription is not terminated, a new Subscription Period begins automatically. tamigo may terminate the subscription with six months’ notice to the end of a Subscription Period.

## 4. Termination of the Subscription

Upon termination of the Subscription, all customer data will be deleted 3 months after Subscription termination. During this period, the customer may pay tamigo for data extraction at an hourly rate. The customer can choose to have tamigo store data beyond the 3 months after Subscription termination for a monthly fee of 10 percent of the monthly Subscription fee. A written request for continued storage must be received by tamigo within 2 months after Subscription termination.

## 5. Payment

The customer shall pay 3 months in advance in the Subscription Period. The payment terms are 14 days. Invoices are sent to the customer via email.

At the beginning of a new Subscription Period, the monthly Subscription fee is adjusted in accordance with the net price index. Any other regulation of the Subscription fee must be notified by tamigo with 3 months’ notice to the end of the Subscription Period.

For subscriptions of the types “Starter”, “Regular” or “Professional” the Subscription includes either the number of text messages agreed in the order confirmation or the equivalent of 5 text messages per employee in the Subscription per month to mobile numbers in the EU. Text messages beyond this number cost EUR 0.10 excl. VAT per text message. tamigo can at any time regulate text message prices with one month’s notice.

## 6. Right of Cancellation

The customer may cancel the Subscription agreement within three months of the customer’s first Subscription Period. The payment for the first three months of the Subscription will not be refunded upon exercise of the right of cancellation.

## 7. Support

tamigo provides support to the customer's super users via telephone or email in local market language or English. Telephone support is available between 09:00 and 16:00 GMT+1 on weekdays (Monday to Friday). We guarantee a response to any request within 24 hours on weekdays. The customer appoints super users, who will be responsible for supporting the customer's other users. Support regarding wage simulation and wage costs requires that the customer's employee(s) has completed a workshop or has participated in tamigo's training in the finance/economy section of the Application.

## 8. Courses, Workshops and Development

Courses, workshops, development, consultancy or similar are not included in the Subscription. The customer may purchase courses, workshops, development and consulting services to prices applicable.

## 9. Reliability

tamigo reserves the right, without notice, to limit or restrict access to the Application or the scope of the services included in the Subscription to the extent, tamigo considers such a limitation necessary for the operation and/or safety issues. In case of such a restriction or limitation, tamigo will strive to give reasonable notice.

## 10. Data Processing

Please refer to tamigo's DPA on our website's Trust Centre for more information on how we process data.

## 11. Customer Information

At the customer's signature of a Subscription, tamigo will record relevant customer information, including name, company registration number, address, contact telephone number and email in the tamigo customer database. tamigo's processing of such data will be in accordance with GDPR and applicable rules.

The customer is obligated to notify tamigo of changes to the above-mentioned information.

## 12. Confidentiality

The customer shall keep the information on the individually agreed terms and prices confidential.

tamigo shall keep customer data and information confidential with the exceptions set out in the Terms. tamigo shall also keep all not generally known information about the customer confidential. This obligation applies to tamigo employees, subcontractors and external consultants who assist tamigo in delivering the Subscription.

The confidentiality obligation for both the customer and tamigo also applies after termination of the Subscription. Regardless of tamigo's obligation to keep the customer's information confidential, tamigo has the right to use the customer as a reference, to use the customer's logo on the tamigo website and in marketing materials, and to issue press releases on the customer's purchase of the Subscription.

## 13. Rights

tamigo does not transfer any intellectual property rights to the customer in connection with

the Subscription. The customer does not acquire any ownership or other irrevocable rights to the Application or to other services rendered by tamigo in connection with the Subscription.

#### **14. Disclaimer of Warranties and Limitation of Liability**

Please see tamigo's DPA on our website's Trust Centre for more information.

#### **15. Breach**

If the customer fails to pay the Subscription fee in due time, tamigo has the right to close the customer's access to the Application and any other services until payment is received. An interest rate of 1.5% will be added to the amount per started month from the due date. In other cases of breach (including non-compliance with applicable legislation in connection with the use of the Application), tamigo has the right to close customer access to the Application without any notice.

#### **16. Disputes and Applicable Law**

These Terms are governed by Danish law. tamigo and the customer are obligated to seek any disputes resolved through negotiation, and any dispute that tamigo and the customer cannot resolve amicably shall be brought before the Danish courts with Copenhagen City Court of first instance.

#### **17. Termination in case of Breach**

tamigo is entitled to immediately terminate the customer's Subscription by the customer's material breach, including material breach of the Terms.

#### **18. Assignment**

tamigo is entitled to freely transfer the agreement with the customer, Subscription, Application, operation of the Application and/or any associated additional services to an affiliate or a third party, without notice, if the transfer does not change the terms and conditions of the customer. The customer may not transfer the Subscription or other rights/ obligations without the written approval of tamigo.

# tamigo

go get in touch

[support@tamigo.com](mailto:support@tamigo.com)

**tamigo**  
Kristianiagade 8  
2100 Copenhagen  
Denmark

[www.tamigo.com](http://www.tamigo.com)  
VAT no. DK28277679