

# GENERAL TERMS AND CONDITIONS FOR GENIEBELT SERVICES

August 2025

## 1. DEFINITIONS

In these Terms, unless the context requires otherwise, the following words have the meanings set out below:

- **Agreement** means these Terms and Conditions together with the Order Form.
- **Customer** or **Licensee** means the party identified in the Order Form who has the right to use the Services.
- **DPA** means the Data Processing Agreement governing personal data processing between the Parties.
- **Force Majeure** means circumstances beyond a Party's reasonable control including war, terrorism, strikes, pandemics, and natural disasters.
- **Order Form** means the document specifying the Services, Subscription Fees, and other purchase details.
- **Services** means the GenieBelt software platform, including all applications, updates, enhancements, and related intellectual property.
- **Subscription Fee** means the fee payable by the Customer for the Services as set out in the Order Form.
- **SLA** means the Service Level Agreement describing availability and support commitments.

## **2. INTRODUCTION**

2.1 These Terms and Conditions ("Terms"), referenced in the Order Form, govern the Licensee's access to and use of the GenieBelt software services provided by LetsBuild Denmark ApS and LetsBuild Belgium SA ("LetsBuild," "Provider," "we," "us," or "our"). This covers all applications, platforms, updates, modifications, improvements, derivative works, maintenance, hosting, related documentation, and associated intellectual property rights (collectively, the "Services") under the Subscription defined in the Order Form. By using our Services, you agree to these Terms and confirm you have authority to bind any entity you represent.

2.2 This Agreement, as defined in the Order Form, exclusively governs the provision of the Services and takes precedence over any standard terms of the Licensee not expressly accepted in writing by LetsBuild. Any terms in the Licensee's purchase orders or order confirmations are invalid. Changes to this Agreement are only effective if in writing, clearly identified as such, and signed by authorised representatives of both Parties. If there is a conflict, the Order Form prevails over these General Terms.

2.3 These Terms are drafted in English. Translations are for convenience only, and the English version shall prevail in case of discrepancies.

## **3. USE OF SERVICES**

3.1 LetsBuild retains all rights, title, and interest in the Services and all associated intellectual property rights not explicitly granted herein.

3.2 The Licensee is granted a non-exclusive, non-transferable right to access and use the Services for internal business purposes, in accordance with these Terms and the applicable Order Form upon payment of the subscription fee set out in the Pricing section on the Order Form ("Subscription Fee") and subject to the terms and conditions of the Agreement.

3.3 The Licensee is prohibited from:

- using the Services in violation of any laws or regulations;
- attempting to reverse-engineer, decompile, abuse, or modify the Services;
- allowing unauthorised access to the Services;
- using the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material.

3.4 The Licensee shall not sublicense, distribute, sell, assign, lease, or otherwise make the Software available to any third party without the prior written consent of the Provider.

#### **4. USE OF PROJECT DATA FOR AI AND MACHINE LEARNING**

4.1 The Licensee grants LetsBuild a non-exclusive, royalty-free, worldwide right to use anonymised and aggregated data derived from Customer's use of the LetsBuild Services ("Project Data") for the purpose of training, developing, and improving machine learning models and artificial intelligence functionalities within the LetsBuild Services.

4.2 LetsBuild will ensure that any data used under this section is irreversibly anonymised and cannot be used to identify the Customer, any individual, or any specific project, whether directly or indirectly. All processing will be performed in accordance with the LetsBuild Data Processing Agreement (DPA) and applicable data protection laws, including the General Data Protection Regulation (GDPR).

4.3 LetsBuild shall not use such data for the benefit of third parties or for purposes unrelated to the improvement of LetsBuild Services, unless explicitly permitted by the Customer in writing.

#### **5. CUSTOMER DATA AND DATA PROTECTION**

5.1 The Customer is the data controller and remains responsible for determining the purposes and means of the processing of any personal data submitted to or generated via the LetsBuild Services. LetsBuild acts as a data processor on behalf of the Customer in relation to such personal data, in accordance with applicable data protection laws.

5.2 A separate Data Processing Agreement ("DPA") governs the processing of personal data and is incorporated by reference into these Terms. In the event of any conflict between these Terms and the DPA, the DPA shall prevail with respect to the processing of personal data.

5.3 LetsBuild shall only process personal data in accordance with the Customer's documented instructions, as set out in the DPA, and shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in compliance with the GDPR.

## **6. FEES, PAYMENT AND SUBSCRIPTIONS**

6.1 Subscription fees are set out in the applicable Order Form. Unless otherwise stated, all fees are exclusive of VAT and other applicable taxes.

6.2 Payments are due as specified in the Order Form. Late payments may result in interest charges and/or suspension of Services.

6.3 Subscriptions automatically renew at the end of each subscription period unless either party provides written notice of non-renewal at least 90 days before the end of the current term.

6.4 LetsBuild reserves the right to vary the Subscription Fees at any time after the first anniversary of the start date, without further notice, by a minimum of 5% annually, in addition to the HICP (Harmonised Consumer Price Index) (source: <https://ec.europa.eu>). LetsBuild shall not increase the Fees more than once in any twelve months

6.5 Late payments may lead to suspension of the Services. Interest accrues at 1.5% + the Danish statutory default rate (currently 9.75% p.a., reviewed annually and country-specific), plus any debt-recovery/collection fees

6.6 Subscription Fees must be paid annually in advance. Unless otherwise agreed in writing, LetsBuild shall issue invoices on an annual basis, and payment shall be due within thirty (30) days from the invoice date.

6.7 If the Licensee becomes insolvent or is declared bankrupt, LetsBuild may restrict service access until all outstanding payments are secured.

## **7. SUPPORT AND SERVICE LEVEL AGREEMENT (SLA)**

### **7.1 Availability**

LetsBuild shall use commercially reasonable efforts to ensure the availability and performance of the Services in accordance with agreed SLA levels. GenieBelt shall maintain an annual Uptime Percentage of 99.9%, excluding scheduled maintenance, emergency maintenance, and force majeure events.

### **7.2 Scheduled Maintenance**

Planned downtime is notified within the application (via in-app messaging or banners) to all customers ahead of time. GenieBelt will provide at least 48 hours' notice for scheduled maintenance likely to affect service availability. Such maintenance will typically occur during off-peak hours (CET/CEST).

### 7.3 Support Hours and Contact

Support services are provided via email and in-app chat during standard business hours (08:00–16:00 CET, Monday to Friday, excluding Danish public holidays).

### 7.4 Response Times

Unless otherwise agreed in writing, GenieBelt will respond to all support requests within 24 hours, excluding weekends and Danish public holidays. Once an incident has been categorised, the following target response times apply:

Severity Level	Description	Target Response Time
Critical (P1)	Platform unavailable or major functionality is broken with no workaround	4 business hours
High (P2)	Significant impact on performance or major features not functioning	1 business day
Medium (P3)	Minor issues or performance degradation with a workaround available	2 business days

### 7.5 Uptime Commitment

LetsBuild targets yearly uptime of at least 99.9%, excluding planned downtime and force majeure.

### 7.6 Exclusions

This SLA does not apply to performance issues caused by:

- Customer's hardware or software;
- Internet service provider failures;
- Acts or omissions by the Customer or third parties;
- Force majeure events.

## **8. TERM AND TERMINATION**

8.1 The Licensee may terminate the Subscription by providing written notice of cancellation to the Provider. Such notice must be received at least 90 days prior to the commencement of the next annual renewal term in order for the cancellation to be effective. If the Licensee fails to provide timely notice as set out above, the Subscription shall automatically renew for a further annual term under the same terms and conditions. Upon termination or cancellation of the Subscription, the Licensee shall remain liable for all Subscription Fees accrued up to the effective date of termination. Termination shall not affect any rights or liabilities that have accrued prior to termination.

8.2 Either party may terminate this agreement with immediate effect if the other party materially breaches these Terms and fails to cure such breach within 30 days of written notice.

8.3 Upon termination, the Customer's access to the Services will cease. The Provider reserves the right to delete all Customer projects, related data, and information within a maximum of three (3) months following the termination date.

8.4 Unless otherwise agreed, LetsBuild shall securely delete or anonymise all Customer personal data in accordance with the DPA and applicable data protection laws, and shall not retain any copies unless required by law or agreed with the Customer.

8.5 The Customer may request export of their data before the end of the deletion period, subject to the scope and format agreed upon.

## **9. INTELLECTUAL PROPERTY**

All intellectual property rights in and to the Services, including all modifications and enhancements, are owned by LetsBuild or its licensors.

## **10. CONFIDENTIALITY**

Each party agrees to keep confidential any non-public information disclosed by the other party and to use it only for the purposes of this agreement.

## **11. WARRANTIES AND DISCLAIMERS**

11.1 LetsBuild warrants that it will perform the Services with reasonable skill and care in accordance with industry standards.

11.2 Except as expressly stated in these Terms, the Services are provided “as is” and “as available” without warranties of any kind, whether express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement.

11.3 LetsBuild does not warrant that the Services will be uninterrupted or error-free, but will use reasonable efforts to comply with the SLA.

## **12. FORCE MAJEURE**

A Party affected by a force majeure event shall use commercially reasonable efforts to continue performing its obligations under this Agreement or to resume such performance as soon as reasonably practicable. If performance has not resumed within forty-five (45) days from the onset of the force majeure event, either Party shall have the right to terminate this Agreement.

Neither Party shall be held liable for any failure or delay in performing its obligations to the extent such failure or delay is caused by circumstances beyond its reasonable control, including, without limitation, war, terrorism, strikes, pandemics, natural disasters, or interruptions or failures of telecommunications or internet services.

## **13. CHANGES TO TERMS**

LetsBuild reserves the right to modify these Terms at any time. The Customer is responsible for reviewing the most current version of the Terms, which will be available on the LetsBuild website. Continued use of the Services constitutes acceptance of any updated Terms.

## **14. GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by and construed in accordance with the laws of Denmark. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Danish legal system.

## **15. MISCELLANEOUS**

15.1 These Terms constitute the entire agreement between the parties and supersede all prior agreements.

15.2 If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15.3 No failure or delay by either party in exercising any right shall be deemed a waiver of that right.

## **16. LIMITATION OF LIABILITY**

16.1 Except for liability arising from gross negligence or willful misconduct, LetsBuild's total liability under or in connection with these Terms, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount of fees paid by the Customer under this agreement in the 12 months preceding the event giving rise to the claim.

16.2 In no event shall LetsBuild be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or business opportunities, even if advised of the possibility of such damages.

## **17. INDEMNIFICATION**

The Customer agrees to indemnify, defend, and hold harmless LetsBuild, its affiliates, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) the Customer's use or misuse of the Services in violation of these Terms;
- (b) any breach by the Customer of its representations, warranties, or obligations under these Terms;
- (c) any claim that the Customer's data or materials infringe the rights of any third party.



## 18. API USAGE

### 18.1 Access and Use

LetsBuild provides access to an Application Programming Interface ("API") to enable Customers and authorized third parties to integrate and interact with the Services. Use of the API is subject to these Terms and any additional API documentation or policies provided by LetsBuild. API usage requires prior approval from LetsBuild.

### 18.2 API Key and Security

Customers are responsible for maintaining the confidentiality of any API keys or credentials issued to them and for all activities conducted through their API access. Customers must immediately notify LetsBuild of any unauthorized use or security breach related to their API credentials.

### 18.3 Permitted Use and Restrictions

Customers shall use the API solely for lawful purposes and in accordance with any usage limits, rate limits, or technical specifications communicated by LetsBuild. Prohibited uses include but are not limited to:

- Attempting to disrupt, overload, or damage the API or Services;
- Using the API to access data or services not authorized for the Customer;
- Reverse engineering or attempting to discover the source code or structure of the API.

### 18.4 Data Rights and Privacy

Data accessed or transmitted through the API remains subject to the Data Processing Agreement and all applicable privacy laws. LetsBuild does not claim ownership of Customer data accessed via the API.

### 18.5 API Changes and Deprecation

LetsBuild reserves the right to modify, suspend, or discontinue the API or any API endpoints at any time, with prior notice where reasonably practicable. Customers are responsible for maintaining compatibility with API changes.

### 18.6 Disclaimer and Limitation of Liability

The API is provided "as is" without warranties of any kind, whether express or implied. LetsBuild shall not be liable for any damages resulting from use or inability to use the API.

## **19. SERVICE DESCRIPTION**

19.1 The scope, features, and specifications of the Services are described in a separate document or annex ("Service Description"), which forms part of this Agreement by reference.

19.2 LetsBuild reserves the right to update the Service Description from time to time with prior notice to the Customer.