eloomi Terms and Conditions

Version 6.1

These Terms and Conditions along with the exhibits thereto (collectively referred to as Master Service Agreement "MSA") are applicable by any accessing or use of Services.

1. Acceptance of Terms

1.1. By accessing or using Services, these terms and conditions apply and are binding. Supporting appendixes and updates to terms and conditions are viewable at eloomi.com/legal. Appendixes and updates apply in nature of access and use of Services.

2. Product & Services

2.1. The Services is a Software as a Service ("SaaS") and is provided on a "As Is" and "As Available" basis. No warranty, either express or implied, regarding suitability, fitness, or a particular purpose of our platform for your intended use, is made to maximum extent permitted by applicable law.

2.2. eloomi reserves the right to modify, suspend, or discontinue the Services, and where reasonably practicable provides notice on changes.

3. Payment & Pricing

3.1 Customer' invoice will be issued at time of signing of agreement or effective date. Customers can activate users within the agreed limit of users in the subscription period. Users exceeding the agreed limit of users are automatically billed per notice. Any reduction of user subscription takes effect in the subsequent term, provided notice is completed no later than thirty (30) days prior to end of the current term. Other Services are billed when used.

3.2 All prices are in USD, EUR, GBP, or DKK based on the subscription agreed and are exclusive of any applicable taxes, VAT, fees, levies, or duties imposed by tax authorities. Upon commencement of a Renewal Term, Fees will be subject to an 8% annual increase, effective from the first year of the Renewal Term and each subscription year thereafter during that Renewal Term. eloomi reserves the right to change its prices annually. Third-Party Services are subject to the Third-Party price changes.

3.3 Terms of payment are in advance of the commencement of the subscription period. For multiyear subscription, payment is in advance for each 12 months. Invoices are due upon receipt, unless specified in writing. All payments and billing are non-refundable.

3.4 In the event of late payment, eloomi may charge interest from the due date at the maximum allowed statutory rate in the United States of America. eloomi reserves the right to suspend the Services for non-payment. Suspension does not relieve Customer of its payment obligations.

3.5 Extended Enterprise Users shall be external users outside Customer's organization. Misuse of Extended Enterprise Users results in suspension or additional charges.

4. Support

4.1 eloomi will use commercially reasonable efforts to provide technical support to Customer's designated administrators during eloomi's normal support hours. Support requests shall be submitted through designated support channels.

4.2 Services are provided with commercially reasonable security measures as stated in Exhibits.

5. Intellectual Property Rights

5.1 eloomi retains all intellectual property rights in the Services. The subscription does not entail any reassignment of such rights but only that the customer can use such rights in compliance with the agreed terms. The customer may not duplicate, copy, or reuse any portion of the eloomi platform, Services, visual design elements or concepts without express written permission from eloomi. The customer will be liable by law in case of violation. Customer will not use the Services in violation of applicable law, unauthorized purpose, or to infringe the intellectual property rights of any third party.

5.2 eloomi can offer subscription access to third-party e-learning content providers. The customer acknowledges that eloomi is not the publisher of third-party e-learning content, and the purchase of any content subscription through eloomi and access to this content, quality, features, updates, replacements and similar, are subject to the content providers' separate terms informed on eloomi.com. Moreover, the customer acknowledges that the use of the content is not deemed to create any liability or responsibility for eloomi. Such content providers are not subcontractors to eloomi, and the customer has full liability regarding necessary data protection and any data processing performed by such providers under all applicable laws.

5.3 eloomi reserves the right to remove or delete any unlawful or unapproved content and any content where eloomi determines the existence of potential copyright infringement issues.

6. Liabilities

6.1 eloomi's liability for any loss or damage is limited to the sum of the customer's payments received by eloomi in the previous 12-month period of the Service on which the claim is based. eloomi and its management and employees are not liable for the customer's indirect, or consequential losses. If customer utilizes Services in an unlawful or unintended manner, eloomi and its management and employees are not liable for the customer's direct, indirect, or consequential losses. The customer acknowledges that the Services may from time to time contain minor software bugs, as Services are in ongoing development, and ongoing feature updates will be provided. Customer is responsible for maintaining the confidentiality of User credentials and all activities occurring under its accounts. eloomi shall not be liable for any loss or damage from the customer's failure to comply with this security obligation. Neither Party shall be liable in case of force majeure or other circumstances beyond the parties' direct control (except for failure to pay fees), including any liability for non-paid Services, trials and pilot versions and non-paid subscriptions. As in section 5.2, such circumstances also cover third-party e-learning content providers and other Services outside of eloomi control. Customer shall indemnify eloomi, its affiliates, and employees, for from and against any and all third-party claims, losses, liabilities, and expenses arising out of or in connection with customer's use Services.

7. Rights

7.1 The customer is not entitled to assign their rights and obligations under the subscription to a third-party without eloomi's acceptance unless a new assigned third-party acquires the majority of the customer and fulfils the subscription. eloomi may assign, transfer, or novate the rights and obligations of this Agreement to any affiliate or to any successor in connection with merger, acquisition, reorganization, or sale of all or substantially off of its assets or business.

7.2 The customer and eloomi agree to mutual non-disclosure and confidentiality, and to keep all circumstances secret vis-a-vis any unauthorized third-party to which a party has obtained non-public and confidential knowledge about the other party or its activities because of the cooperation. Disclosure of information by eloomi to vendors, subcontractors, or partners is expressly permitted and shall not be construed as infringement or violation of any confidential obligation. The customers' users with administrator rights may receive e-mails with information and can always choose preferences and unsubscribe.

7.3 eloomi may identify you as its customer to other eloomi customers or prospective customers.

8. Termination

8.1 Either party may terminate the subscription at minimum one month's written notice before the end of the subscription period (Notice Period). Payments already made, including prepayments or billing, are not reimbursed in the event of termination. Both parties are obligated to fulfil the full subscription in case of termination and the customer is obligated to pay any non-billed amounts within the subscription period. On expiry of the subscription the customer has the right to export own data from the Services within 20 business days after the expiry of the subscription. eloomi can, on request, export the data in standard format. After expiry of the said period, eloomi has the right to delete the customer's data, but subject to clause 10. If the subscription is not terminated withing the Notice Period, the customer accepts that eloomi will renew the same subscription regardless of whether the Services are used or not. The customer is solely responsible for properly cancelling the account.

8.2 eloomi, in its sole discretion, has the right to suspend or terminate the Services at any time and without prior notice in case of fraudulent, criminal, grossly negligent or otherwise intentional misconduct, or violation of any law or regulation, in connection with the performance of the customers obligations hereunder, and/or demonstrated usage negatively impacting the performance of the Services, and/or grossly negligent breach of the terms. For unpaid versions and trials, eloomi, in its sole discretion, has the right to suspend customer access if the customer has not used the unpaid versions and trials in a 3-month period.

9. Law and Venue

9.1 Any dispute must be determined in accordance with the applicable law or jurisdiction as defined in this agreement. By default, disputes will be governed by Danish law, and both parties submit to the jurisdiction of the District Court of Copenhagen, Denmark.

If requested by the customer, the following options are available:

- United Kingdom customers can choose to follow the laws of England and Wales.
- United States customers can choose to follow the laws of the State of Delaware or Minnesota.

Any dispute will be conducted in English

10. Data Processing

10.1 eloomi process personal data in accordance with the applicable Data Processing Agreement available at eloomi.com.

10.2 Customers agree to grant eloomi permission to use any subcontractors for Services, and to carry out changes to subcontractors at any time.