

Samtykke til at modtage oplysninger på engelsk

Ved at acceptere disse brugervilkår (Terms and Conditions), accepterer du, at oplysningerne i brugervilkårene (Terms and Conditions) gives på engelsk. Det gælder særligt for så vidt angår oplysninger, som du i medfør af lovgivningen, herunder eksempelvis forbrugeraftaleloven i Danmark, har krav på at modtage. Er du ikke indforstået hermed, skal du ikke acceptere brugervilkårene, hvilket bl.a. betyder, at du skal undlade at installere og bruge PIF-App'en.

Consent to receive information in English

By accepting these Terms and Conditions, you consent to receiving the information in the Terms and Conditions in English. This includes information, which you are entitled to receive by law. If you do not accept this, you should not accept the Terms and Conditions, which means inter alia that you should refrain from installing and using the PIF-App.

Terms and Conditions for PIF-App

This app (the "**PIF-App**") is developed, operated and owned by PIF International ApS, a Danish public limited company registered with the Danish Business Authority, with the CVR-no. 38 93 28 96, with its registered office at Dronning Olgas Vej 24, Postal code 2000, Frederiksberg, Denmark ("**PIF**"). The object of PIF is, among other things, to do business with intermediation of products and services via the PIF-App.

These terms and conditions (the "**Terms and Conditions**") apply to any access to and use of the PIF-App. By accessing or using the PIF-App or by marking the field "*I have read the Terms and Conditions,*" you automatically accept the Terms and Conditions to the effect that a legally binding agreement has been entered into between you and PIF.

1. Who can use PIF-App

- 1.1 You must be 15 years old to purchase the products and services, which are offered via the PIF-App (the "Products and Services"). By accepting these Terms and Conditions or by accessing or using the PIF-App, you confirm that you are minimum 15 years old. Moreover, if you are between 15 and 18 years old, you confirm that all purchases via the PIF-App are paid for with money you have earned yourself.

2. PIF's role and liability

- 2.1 PIF is solely an intermediary in relation to the Products and Services, which are offered via the PIF-App, and the PIF-App is merely a marketplace for the Products and Services. PIF merely acts as a mediator between you and the suppliers of the Products and Services (the "**Suppliers**"). PIF is not involved in the transactions between the Suppliers and the users who purchase the Goods and Services (the "**Purchasers**"). PIF itself is neither a seller nor a supplier of the Products and Services.
- 2.2 PIF does not assume any responsibility or liability in relation to the Products and Services. By using the PIF-App, you accept to hold PIF free of all liability and responsibility in relation to the Products and Services. Considering that the information on the Products and Services is provided directly from the Suppliers, PIF cannot and does not

guarantee the accuracy of the content, user communication, quality, safety or legality of the Products and Services. Therefore, PIF disclaims any liability related to the Products and Services.

- 2.3 The Suppliers, and not PIF, deliver the Products or Services purchased via the PIF-App. The Suppliers are responsible for performing in accordance with the contract with the Purchasers and are the only contracting party in any agreement with the Purchasers. PIF is never a contracting party to any contract with the Purchasers regarding the Products and Services. The Danish Sale and Goods Act (in Danish: *Købeloven*) may apply to the contract between the Purchaser and the Supplier. Also, certain specific terms, including disclaimers, may apply to specific purchases.
- 2.4 The Suppliers of the Products and Services offered via the PIF-App are responsible for all matters concerning and related to the Products and Services, including but not limited to defects, product information, application of the products and services, prices, compliance with applicable law and statutory requirements, product liabilities, eventual infringement of third party's rights.
- 2.5 PIF is under no circumstances liable for damages or financial losses caused by defects or errors or omissions in the PIF-App, the marketing campaigns, Products or Services provided or sold by the Suppliers, etc.
- 2.6 Questions concerning a specific product or service, including delivery, notice of default, etc. must be addressed directly to the specific Supplier. As such, users of the PIF-App, including Purchasers and recipients of the Products and Services (the "**Recipients**"), can only address eventual claims to the Supplier of the specific Products or Services.
- 2.7 PIF is not liable for the reception and collection of the Products and Services by the Recipient, unless any failure to receive and collect the Products and Services is due to any negligence on the Part of PIF. By way of this example, this means that PIF is not liable,
- a) if the Products and Services are not collected within the period, within which the products may be collected by the recipient;
 - b) if the recipient is not notified that he or she may collect a Product or Service;

- c) if the recipient cannot collect a Product or Service, because the Recipient does not own or operate a smartphone;
- d) if there is a delay in the payment, which causes the collection information regarding a Product or Service not to be sent immediately;
- e) if, for whatever reason, the recipient chooses not to collect a Product or Service.

The Purchaser is solely responsible for the collection of Products and Services purchased via the PIF-App.

2.8 PIF disclaims all liability regarding any individual agreements entered into between the Purchaser or the Recipient and the Suppliers, which conflicts with the Terms and Conditions. Therefore, PIF is not liable or responsible for any individual agreements, which you enter into with the Suppliers.

3. Product information and delivery

3.1 All information regarding the Products and Services are provided directly by the Suppliers. If the delivered Product or Service does not meet the product information from the Supplier, your notice of default must be addressed directly to the Supplier. PIF is not liable for any defect, lacks or errors and omissions related to the Products and Services.

4. Prices and payment terms

4.1 All prices of the Products and Services are determined at the sole discretion of the Supplier. The prices are with value added tax, if any. Unless otherwise provided, the prices of the Products or Services do not cover costs related to the shipment and delivery of the Product or Service. The prices are in the currency specified for each individual Product and Service. PIF is not responsible for any costs related to the use of the Product or Service purchased via the PIF-App.

4.2 Payments for the Product or Services are due on the time of the completion of the purchase of the Products and Services via the PIF-App. Once the payment is validated and completed the purchase is complete in full satisfaction.

- 4.3 The purchase price for the purchase of Products and Services is withdrawn, as soon as a Product or Service is purchased via the PIF-App. PIF will never withdraw an amount higher than the amount accepted by you.
- 4.4 It is possible to pay for the Products and Services with various payment methods, which may change from time to time at the discretion of PIF.
- 4.5 It is possible to register your payment card using your PIF-Account. This enables you to purchase Products and Services via the PIF-App without typing your payment card information more than once. Your payment card information is collected and handled by a third-party provider selected by PIF. PIF has no access whatsoever to your payment card information. PIF assumes no liability for the registration of payment card information.
- 4.6 Payments are not refundable unless otherwise provided for by mandatory law, e.g. the Danish Consumer Contracts Act (in Danish "Forbrugeraftaleloven").

5. Collection of products and services

- 5.1 After the completion of a purchase, a receipt (contract) will be stored in your PIF-Account. The receipt contains your order no. and a description of your purchase as well as other information relevant to your purchase.
- 5.2 After the completion of a purchase, the collection information is sent to the Recipient of the Product or Service designated by the Purchaser of the Product or Service. If, for whatever reason, the recipient has not installed the PIF-App on his or her telephone, the purchaser may choose to send a text message to the Recipient informing him or her that a Product or Service may be collected by the Recipient, if he or she installs the PIF-App. For further instructions, reference is made to the PIF-App. In any case, reference is made to Clause 2.7.

6. Misuse of PIF-App

- 6.1 Please contact abuse@pif-app.com immediately, if you suspect any abuse of your PIF-Account or bank details via the PIF-App. PIF does

not cover any losses other than the losses required by law and these losses are only covered to the extent required by law.

- 6.2 If you encounter any problems or offensive content via the PIF-App, please report this to complaints@pif-app.com. PIF reserves the right to limit or shut down any campaign or marketing of specific Products and Services as well as take any necessary actions to ensure that the operations of PIF-App comply with PIF's policies applying from time to time.

7. Deactivating your PIF-Account

- 7.1 You may at any time and without any notice close or deactivate your PIF-Account using the PIF-App.
- 7.2 If you choose to close your PIF-Account, your PIF-Account will be closed within 48 hours from the time of your request.
- 7.3 If you choose to deactivate your PIF-Account, you may, at any time, reactive your PIF-Account.
- 7.4 PIF reserves the right to close PIF-Accounts that have been deactivated for more than 1 year.

8. Personal data

- 8.1 PIF collects, uses, etc. personal data in accordance with the attached privacy policy (the "**Privacy Policy**"), which forms part of these Terms and Conditions.
- 8.2 Before we process and/or transfer your personal information for marketing purposes, PIF will first obtain your consent, for example via e-mail, click-through, an online opportunity to opt-in, or otherwise.
- 8.3 You are entitled to access to, rectification and deletion of your personal data. Furthermore, you are entitled to data portability and limitation in the processing of your personal data.
- 8.4 If you wish to complain about the processing of your personal data such complaint shall be submitted to Datatilsynet, Borgergade 28, 5, 1300 Copenhagen, telephone number: 33 19 32 00 or e-mail: dt@datatilsynet.dk.

8.5 You are entitled to revoke your consent at any time with the effect that PIF shall delete your personal data, unless applicable legislation permits PIF to retain the personal data

9. License to personal data and intellectual property

9.1 By creating a PIF-Account, you grant PIF and its affiliated companies an unlimited, free of charge and transferable right to use content, including any personal data, cf. item 8, as well as any other intellectual property, submitted to PIF by you for the purposes of operating the PIF-App. You may at any time revoke this license by deactivating your PIF-Account.

9.2 These Term and Conditions do not limit your rights to use the content, which you have submitted to PIF.

10. Right of withdrawal

10.1 Purchasers of the Products and Services via the PIF-App may have a right to withdraw from purchases made via the PIF-App, where the right of withdrawal applies.

10.2 Regardless of Clause 10.1., the right of withdrawal may, inter alia, not apply under the following circumstances:

- a) where the product in question is quickly impaired or outdated;
- b) where, for health and hygiene reasons, the product in question is not suited to be returned to the Supplier;
- c) where the service in question may be characterized as accommodation, transport of goods, car rental services, catering and services in connection with leisure activities, where it has been specified in the agreement with the Supplier, within which period the service in question is to be performed;

10.3 If a Purchaser wishes to exercise his or her right of withdrawal, where the right of withdrawal applies, he or she must notify PIF thereof with in 14 days at withdrawal@pif-app.com. PIF will then notify the Supplier thereof. The purchaser may use the following form for the said purpose:

- To:

*PIF International ApS
CVR-no. 38 93 28 96
Dronning Olgas Vej 24
2000 Frederiksberg
Denmark
e-mail: withdrawal@pif-app.com*

- *I/we (*) hereby notify that I/we (*) wish to exercise the right of withdrawal in connection with mine/our (*) agreement regarding the following goods/delivery of the following services (*):*
- *Purchased on (*)/received on (*)*
- *Name of the consumer (the name of the consumer)*
- *Address of the consumer (address of the consumer)*
- *Signature of the consumer (only if the content of this form is notified on paper)*
- *Date*

() The part which is not relevant is deleted.*

10.4 Where the purchaser wishes to return a product, the Purchaser must, within 14 days from the time of notification of PIF, return the Product in question to the Supplier. Any cost associated with returning the product in question to the Supplier shall be covered by the Purchaser and not the Supplier.

11. Contractual relationship, governing law, venue and severability

11.1 These Terms and Conditions as well as any other document or term drafted by PIF and accepted by you constitutes the entire contractual relationship between PIF and you.

- 11.2 Any specific conditions for a specific Product or Service shall prevail over these general Terms and Conditions.
- 11.3 This Agreement shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law provisions.
- 11.4 Subject to Clause 15.1, any conflicts arising out of these Terms and Conditions shall be submitted to the courts of Denmark.
- 11.5 Should individual provisions of these Terms and Conditions be legally void or unfeasible, the validity of the remaining Terms and Conditions shall not be affected thereby.

12. Amendments

- 12.1 The Terms and Conditions may at any time be updated and amended by PIF at its sole discretion.
- 12.2 If the Terms and Conditions are updated or modified, you will be notified thereof via the PIF-App.
- 12.3 If you are not satisfied with any updates or modifications, you may at all times deactivate your PIF-Account in accordance with Clause 7 to the effect that you are no longer bound by the Terms and Conditions.

13. Contact information

- 13.1 Questions related to Products or Services bought via the PIF-App as well as general customer service must be addressed directly to the Supplier in question.
- 13.2 Technical questions related to the PIF-App or your PIF-Account must be addressed directly to customerservice@pif-app.com.

14. Intellectual property and license

- 14.1 You acknowledge that all IP rights to the PIF-App, including the source code, copyright subject matter, trademarks, etc. belong to PIF, and that such IP rights are not in any way transferred to you with the exception of the license stipulated in Clause 14.2. Inter alia, the IP rights cover the trademarks PIF (word) and PIF (logo).

14.2 By accepting these Terms and Conditions, and with the exception of any third-party rights, PIF grants you a limited, revocable, nonexclusive right to use the PIF-App as well as any IP rights to the PIF-App and its content, for as long as your PIF-Account is active. PIF may at any time revoke this license at its sole discretion.

15. Consumer complaints

15.1 If you are not satisfied with the services provided by PIF, we will endeavor to find an amicable solution. If, however, this is not possible, consumer complaints may be submitted to the Danish Consumer Complaints Board:

Nævnenes Hus
Att: Center for klageløsning
Toldboden 2
8800 Viborg
www.forbrug.dk

16. Version

16.1 This version of the Terms and Conditions is version 1.0. This version was first published and notified on 10.09.2019