General Terms and Conditions

1.   General

1.1.   These general terms and conditions (hereinafter referred to as "the General Conditions") apply to any agreement entered into with starti.app ApS, CVR No. 44 00 52 12, Vesselbjergvej 3, 8370 Hadsten, as the supplier of the product starti.app, including associated development work, purchase of additional modules, and services.

1.2.   All prices mentioned in the General Conditions are exclusive of VAT.

2.   Definitions

The Product	Shall be understood as starti.app, which is a product that, by directly retrieving the data that collectively define and constitute the Customer's website, converts the data and source code into an app version of the Customer's website, including the purchase of additional modules and services.
The Customer	Is the recipient of the Product, Additional Modules, or Services.
The Agreement	The collaboration agreement signed at the start of the cooperation.
The Subscription Period	The period during which the subscription is active.
Development Version	Is the initial version of the Product sent to the Customer for the purpose of testing functions, content, etc.
Production Version	Is the final version of the Product, including associated Additional Modules and selected Services, delivered by starti.app to the Customer.
The Core Module	Is the module that forms the basis of starti.app without Additional Modules or selected Services.
Additional Module	Are modules containing certain functionalities that are not already included as elements in the Core Module.
Services	Selected ongoing services from starti.app, which are always listed at https://starti.app.
Consulting Services	Are ongoing advisory services provided on an hourly basis, billed at fixed hourly rates, for tasks related to work that is not part of the already established price list.

3. Prices, Payment Terms, Subscription Payment Deadlines, etc.

3.1.   All prices are exclusive of VAT and can be found in the current price list available at https://starti.app.

3.2.   Prices may be changed with 6 months' notice from starti.app.

3.3.   The Subscription Period starts upon delivery of the first Development Version of starti.app and is automatically renewed until it is terminated, cf. section 9.1.

3.4.   The Subscription Period runs for one year at a time, unless otherwise agreed in writing with starti.app.

3.5.   Billing occurs continuously and annually in advance, unless otherwise agreed in writing with starti.app.

3.6.   Consulting services are performed based on the time spent at the agreed hourly rate. Invoices are issued monthly in arrears based on recorded time usage. Time tracking is conducted by starti.app, and upon the Customer's request, a summary of the recorded time usage will be provided to the Customer.

3.7.   All invoices are due according to the payment terms: net 14 days.

3.8.   In the event of delayed payment from the customer's side, starti.app is entitled to interest in accordance with Section 5 of the Danish Interest Act, in addition to the right to enforce customary remedies for breach of contract.

4. starti.app's Services

4.1.   starti.app continuously provides a range of Products, Additional Modules, and Services to the Customer in exchange for the Customer's payment of startup costs and an annual license fee.

4.2.   Services and offerings can be modified, removed, or further developed on an ongoing basis, and starti.app is not obligated to maintain all the Services and offerings that were available to the Customer at the time of the Agreement's inception. starti.app reserves the right to suspend or discontinue Products, Additional Modules, and Services that were previously available to the Customer but were not selected by the Customer.

4.3.   However, Products, Additional Modules, and Services purchased by the Customer will not be suspended without reasonable notice from starti.app and can only take effect from the next subscription period.

4.4.   Support for delivered Products or Services is not included in the price of the Products, Additional Modules, or Services. Work on the Product after the delivery of the Production Version is carried out at the usual hourly rates. The Customer can purchase assistance with further development as a Consulting Service from starti.app.

5.   Purchase of Additional Modules and Services

5.1.   The Customer is required to select at least one (1) Additional Module along with the Core Module at the time of entering into the Agreement.

5.2.   The Additional Module cannot be deselected at a later time without prior written agreement with starti.app.

6.   Customer Obligations

6.1.   The Customer is obligated to ensure that the Customer's system, including both the frontend and backend of the Customer's website, is compatible with the Additional Modules that the Customer has selected.

6.2.   The Customer is also obligated to ensure that starti.app receives all relevant and necessary information regarding the desired Services and offerings, as well as any required access to the Customer's IT equipment, systems, and software.

6.3.   It is the Customer's responsibility to inform starti.app of any regulations, procedures, and similar requirements that apply within the Customer's organization, particularly regarding the maintenance of specific data security measures.

6.4.   The Customer is obligated to conduct the necessary and sufficient tests of the Development Version and the Production Version immediately after they are made available to the Customer. If no specified and documented complaint is made within 8 days after the Production Version has been delivered, the Production Version is considered finally approved by the Customer, and any right to make a complaint lapses thereafter.

6.5.   Unless otherwise agreed, the Customer consents to starti.app using the Customer's company name and logo as a reference on starti.app's website and in any marketing materials.

7.   Delivery

7.1.   Delivery of the Development Version and Production Version takes place via the Apple App Store or Google Play. The Development Version is delivered with exclusive access for the Customer and, if desired, the Customer's partners.

8.   Liability

8.1.   The Customer is responsible for ensuring that the Customer's system, including both the frontend and backend of the Customer's website, is compatible with the Additional Modules that the Customer has selected.

8.2.   The acceptance of the app by Apple and Google in the Apple App Store and Google Play, respectively, is not the responsibility of starti.app with regard to content and usage.

9. Termination

9.1. The Customer may terminate the Agreement at any time with 1 month's notice, effective at the end of a Subscription Period.

9.2. Termination must be carried out through the administration system on starti.app.

10. Hosting

10.1. Certain Services can be hosted via starti.app, but starti.app acts solely as an intermediary and is not responsible for outages, operational disruptions, or similar issues. Hosting is provided through an external partner, currently Google, though this may change from time to time.

11. Third-Party Links

11.1. starti.app's Products may contain links to third-party websites. The use of such links is at the Customer's own risk. Therefore, starti.app is not responsible for any loss or damage caused by the use of hyperlinks to and from a third party.

12. Processing of Personal Data

12.1. starti.app processes personal data in accordance with the privacy policy statement in its most recently amended version. The current version of the privacy policy statement can be found on our website at starti.app.

13. Confidentiality

13.1. The Parties are obligated to maintain confidentiality regarding everything they learn about the other Party and their business, including any partners, in connection with the execution and formation of this Agreement, including any preliminary negotiations. Such information must be treated as confidential.

13.2. The Parties may only disclose such confidential information to employees or subcontractors who have a legitimate need to access the information. Prior to disclosing confidential information to employees or subcontractors, the respective Party must inform them that the information is confidential. Additionally, it is required that the respective employees or subcontractors sign a confidentiality agreement.

13.3. The duty of confidentiality does not apply to information that has become publicly available or is commonly known.

13.4. The Parties' employees, subcontractors, and external advisors are also subject to the duty of confidentiality.

13.5. The duty of confidentiality also applies after the termination of the Agreement.

13.6. Violation of section 13, regardless of the cause, triggers a penalty of DKK 50,000, payable immediately upon demand by the aggrieved Party.

14. Intellectual Property Rights

14.1. All rights of any kind related to the Product, including all terms, descriptions, data, know-how, source code, copyrights, inventions, patents, utility models, processes, and procedures, belong exclusively to starti.app.

14.2. The Customer must not infringe on copyrights, trademarks, patents, advertising rights, moral rights, database rights, and/or other intellectual property rights (collectively "Intellectual Property Rights") that belong to or are licensed to starti.app. Actions that may constitute infringement include, but are not limited to, reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or creating derivative works from content that belongs to starti.app or another entity.

14.3. starti.app cannot be held liable for the infringement of third-party rights related to the content, including images and text, that the Customer has on their website and that is displayed in the app. The Customer is obligated to indemnify starti.app against any claims of infringement received from third parties.

14.4. Any infringement of starti.app's rights will result in liability for any associated losses, damages, or costs.

15. Indemnification

15.1. The Customer is obligated to indemnify starti.app against third-party losses, costs, and claims arising from the Customer's use of the Product, including, but not limited to, content, photos, etc., due to breach of these General Conditions or infringement of other third-party rights, as well as misuse of the Product in general.

16. Force majeure

16.1.   starti.app cannot be held liable for any delays, breakdowns, or errors resulting from circumstances beyond starti.app's reasonable control, including but not limited to labor disputes, power outages, terrorism, hacker attacks, natural disasters, pandemics, epidemics, changes in laws and regulations, IT failures and software errors, operational disruptions in the internet infrastructure, and other forms of breakdowns, defects, or delays in connection with deliveries from subcontractors, as well as similar circumstances whose consequences starti.app could not reasonably have prevented, or for other reasons where non-fulfillment is beyond starti.app's control and not caused by gross negligence or willful misconduct on the part of starti.app.

16.2.   In the event of general market price fluctuations exceeding 10% in the net price index, starti.app may, in addition to what is stated in the General Conditions, cancel agreements, prices, or offers on other services or Services made before the price fluctuations were identified by starti.app.

17. Governing Law and Jurisdiction

17.1.   Any dispute that may arise between starti.app and the Customer shall be settled in accordance with Danish law at the Court of Randers.