Minuba Terms of Service Agreement

This agreement is valid for the period specified in the order confirmation, starting from the effective date. The agreement is automatically renewed for 12 months upon expiration unless either party notifies the other that they no longer wish to continue the collaboration. Such notice must be given at least 14 days before the expiration of the current period. Prepaid subscriptions are non-refundable.

Confidentiality and non-disclosure

Minuba ApS shall ensure that individuals processing personal data are bound by confidentiality. Minuba ApS has a duty of confidentiality regarding all matters learned about the customer in connection with the delivery of the product unless such matters must be disclosed to third parties. This confidentiality obligation remains in effect following the termination of the agreement.

Both parties agree that during the agreement as well as following the termination of the agreement, they will not disclose any sensitive information regarding the other party, including but not limited to customer and case information, business relationships, and other affiliations with the other party, including individuals, companies, or organizations.

Minuba service level – Availability, Security, Backup, and Updates

Minuba is an internet-based system and requires internet access to function. The customer is responsible for ensuring internet access.

Minuba guarantees an availability of at least 99.7% outside of regular maintenance windows over a 12-month period. Minuba ApS continuously updates Minuba and reserves the right to a regular maintenance window on the second Thursday of each month between 18:00 and 24:00 (UTC+1). If availability falls below this level, the customer is entitled to a refund proportional to the period the system was unavailable. The compensation can never exceed the amount the customer has already paid for Minuba Plus within the last 12 months.

The customer grants Minuba ApS permission to send information regarding monthly updates and service announcements via email and SMS.

Backups of data are performed daily. In the event of data loss on the customer's side, data can be restored from each day in the last week, and thereafter from each week (Sunday) for the past two months.

If the customer requests data restoration, Minuba ApS will charge a fee according to the applicable hourly rate.

Ownership and copyright

Minuba ApS retains ownership and copyright of Minuba. This agreement grants the customer the right to use Minuba. Under no circumstances may the customer transfer Minuba or related materials to third parties unless explicitly stated in a separate written agreement.

Upon termination of the agreement, Minuba ApS is obligated to destroy all materials provided by the customer. The customer is responsible for ensuring that the data stored with Minuba ApS does not infringe upon third-party rights.

The customer retains ownership of their own data within Minuba. Consequently, the customer's data cannot be included as an asset in the event of Minuba ApS' potential suspension of payments, bankruptcy proceedings, compulsory dissolution, or similar situations. A bankruptcy attorney, administrator, or other legal representative must ensure that the customer receives their data without undue delay.

Customer responsibility

The customer is solely responsible for all activity occurring under their accounts, including remembering to log out after use.

The customer must immediately inform Minuba ApS of any unauthorized use of their passwords or accounts, as well as any security breaches they become aware of or suspect. Furthermore, the customer must, to the best of their ability, immediately attempt to stop any unauthorized copying and distribution of content if they become aware of it.

Minuba ApS is not responsible for any unauthorized access to or alteration of the customer's transmissions or data, material, information, or data sent or received, regardless of whether the data was received by Minuba ApS, as well as any transactions conducted within Minuba.

Limitation of liability

Minuba ApS' liability for damages is limited to an amount equivalent to what has already been paid or is due for the use of the product within a 12-month period.

Neither party is liable to the other for indirect damages, consequential damages, or special damages, including but not limited to loss of profit, loss of data, or claims from third parties. This limitation of liability applies regardless of the cause of the problem, including but not limited to negligence.

Delays

Minuba ApS is not responsible for delays caused by other suppliers or circumstances related to the customer, nor for delays due to force majeure or external circumstances beyond Minuba ApS' control.

Processing of personal data

Minuba ApS processes personal data for the purpose of delivering the agreed services as outlined in these agreement and service terms, as well as Minuba ApS' applicable privacy policy. In this context, Minuba ApS processes personal data about individuals managed by the customer or their employees within Minuba. Minuba ApS acts as the data processor for personal data stored and processed in Minuba by the customer.

For the processing of the customer's personal data, the following has been agreed: Both parties must implement appropriate technical and organizational measures to comply with Regulation 2016/679 ("the Regulation") to ensure the protection of data subjects' rights.

Minuba ApS must comply with and fulfil the requirements of Article 28 of the Regulation, including, against standard hourly compensation, providing the customer with the assistance specified in Article 28, taking into account the nature of the processing, to ensure the customer's compliance with Chapter 3 of the Regulation in relation to the rights of data subjects. Furthermore, Minuba ApS must assist in demonstrating the customer's compliance with Articles 32-36 of the Regulation and provide the necessary information and documentation to the customer to enable them to monitor Minuba ApS' compliance with the requirements of Article 28, including by facilitating and contributing to audits and inspections.

Minuba ApS is entitled, at its own cost and risk, to use subcontractors that also process the customer's personal data. Minuba ApS must notify the customer in writing at least 30 days before changing or adding a subcontractor. The customer has the right to object to such changes. At the time of entering into this agreement, Minuba ApS uses selected subcontractors, which have been approved by the customer: Support System Tools and Service Providers. Minuba ApS ensures that all subcontractors comply with Article 28 of the Regulation and the obligations outlined in this section. Minuba ApS must enter into a written agreement with all subcontractors. If a subcontractor fails to meet the requirements, Minuba ApS remains responsible to the customer.

Minuba ApS may not transfer the customer's personal data outside the EU/EEA without prior written consent from the customer. All processing of the customer's personal data is carried out in accordance with the customer's documented instructions. These instructions consist partly of the contractual basis between the parties, allowing Minuba ApS to perform the necessary processing required to fulfil the agreements made with the customer, and partly of any separate instructions the customer may provide to Minuba ApS. Minuba ApS must immediately notify the customer if an instruction, in its opinion, is in violation of the Regulation. The customer is responsible for ensuring that the processing of personal data complies with the Regulation, including that there is a legal basis for the processing that Minuba ApS is instructed to carry out.

Upon termination of the business relationship between the parties, Minuba ApS must either delete or return the personal data to the customer and delete any copies, unless EU or national law requires the retention of personal data. If the customer does not instruct Minuba ApS otherwise, Minuba ApS is entitled and obligated to delete the customer's personal data no later than three months after the business relationship between the parties has officially ended. The customer may not use Minuba for processing other categories of data subjects or other types of personal information than what Minuba is intended for.

Minuba ApS is entitled to use the customer's data, including personal data, in anonymized form where it is not possible to trace data or personal information back to the customer or any specific individual, including in collaboration with third parties.

Termination

Either party may terminate this agreement with immediate effect in the event of a breach by the other party if the breach is not remedied within 30 days of written notice. An exception to this is in the case of non-payment by the customer, where Minuba ApS may terminate the contract if the customer does not fully settle the outstanding amount within 10 days after a reminder. In such a case, Minuba ApS may suspend or terminate the customer's contract with immediate effect, thereby revoking the customer's access to the system.

To lift a suspension and regain access, the customer must fully settle outstanding amounts and pay a reinstatement fee.

Upon termination of the agreement, the customer's access to Minuba will be revoked on the termination date. Regardless of the reason for termination, the customer may request a transfer of their data from Minuba at their own expense.

Disputes and disagreements

If this agreement leads to disputes between the parties, they must attempt to resolve the matter amicably. If an amicable resolution is not possible, disputes shall be settled under Danish law, with the Danish Maritime and Commercial High Court as the agreed venue.

The Danish version of these terms and conditions will prevail.