

Terms of Use

Please review these SaaS Terms of Use (the ‘Main Agreement’) carefully before using the Bitabiz SaaS Services. The Main Agreement is made between You and Bitabiz (“Bitabiz”, “we”, “us” or “our”) that owns and operates the Bitabiz SaaS Service that you are using or accessing.

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1. The Bitabiz Services

Bitabiz is an easy to use and flexible HR platform with primary focus on time registration, leave & absence, and vacation planning. Bitabiz can be implemented in 40+ countries, where the Bitabiz Service meets local leave & absence & time registration rules. Bitabiz can be integrated with other business systems via API or via pre-configured out of the box integrations.

The Bitabiz Services are described and documented in detail in our [help center](#) (the ‘Documentation’).

2. The Agreement with Bitabiz

LEGAL FRAMEWORK

The Bitabiz SaaS Services are governed by the following documents, which together form the complete legal framework between the parties:

- (a) These Terms of Use (Main Agreement) including the Service Level Agreement section 10
- (b) The Bitabiz Data Processing Agreement (DPA)
- (c) The Bitabiz Privacy Policy
- (d) Security and Technical Documentation

These documents are incorporated by reference and form an integral part of the Terms.

BY INDICATING YOUR ACCEPTANCE OF THE TERMS (defined below) OR ACCESSING OR USING ANY OF THE BITABIZ SERVICES, YOU AGREE TO BE BOUND BY THE TERMS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT USE ANY OF THE BITABIZ SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

YOU AGREE THAT THE TERMS, INCLUDING THIS MAIN AGREEMENT, THE DOCUMENTATION AND THE DATA PROCESSING AGREEMENT (REFERRED TO HEREIN) AS WELL AS ANY OTHER ANNEX OR DOCUMENT INCLUDED, REFERRED TO, OR LINKED TO IN THIS MAIN AGREEMENT, TOGETHER CONSTITUTE THE “**TERMS**” AND ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE MUTUAL UNDERSTANDING BETWEEN YOU AND US, AND THAT IT FULLY REPLACES WRITTEN OR ORAL AGREEMENTS, COMMUNICATIONS AND OTHER UNDERSTANDINGS RELATING TO THE SUBJECT MATTER OF THE TERMS.

For clarity, “You”, “your” or “Customer” means, unless otherwise indicated, your employer or another entity you represent, as applicable. You hereby represent that (a) you have full legal authority to bind your employer or such entity (as applicable) to the Terms; and (b) after having read and understood the Terms, you agree to the Terms on behalf of your employer or the respective entity (as applicable), and the Terms shall bind your employer or such entity that you represent in the relationship with Bitabiz (as the case may be).

PLEASE NOTE THAT YOU ARE DEEMED AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER OR AN ENTITY (AS APPLICABLE): (I) IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY’S EMAIL ADDRESS IN REGISTERING AN ACCOUNT TO USE THE BITABIZ SAAS SERVICES; OR (II) IF YOU ARE AN ADMIN (AS DEFINED BELOW).

The Terms may be updated by Bitabiz from time to time. Bitabiz will provide Customers with at least thirty (30) days prior notice of any material changes to the Terms via the SaaS Service, email notification, or the customer support channels. If the Customer does not agree with the updated Terms, the Customer may terminate the Subscription before the changes take effect. Continued use of the Bitabiz SaaS Services after the effective date of updated Terms constitutes acceptance of the revised Terms.

3. Account

You must register for an account with us to access and use the Bitabiz SaaS Services. When creating an Account or when you are added into an Account, you: (a) acknowledge that it is your and each user’s responsibility to ensure that such user’s password remains confidential and secure; (b) agree that you are fully responsible for all activities that occur under your Account; and (c) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your Account and/or any breach of the Terms.

The Bitabiz SaaS Services require you to specify administrators (“Admin(s)”). An Admin may have the user rights to enable features, products or services which may incur fees or modify your Account and set user usage permissions or subscription termination; integrate or disable integrations with third party products or services; and managing your Data by users or others. You are responsible for whom you allow to become Admins and any actions they take, including as described above. You agree that our responsibilities do not extend to the internal management or administration of your Account on the Bitabiz SaaS Services on your behalf.

By signing up for a free test account with Bitabiz, you agree to receive helpful product emails and other communications about how to get started with Bitabiz, how to get the most out of your demo use, as well as pricing and new features info. You can unsubscribe from these communications at any time.

4. License and Access

Access to the Bitabiz SaaS Services is subject to the Terms and, for the Subscription Term only (defined below), Bitabiz grants you a non-exclusive, non-sublicensable non-transferable, time-limited, license to use the out-of-the-box Bitabiz SaaS Services in accordance with the Documentation for your permitted users only to access and use the Bitabiz SaaS Services for your internal business purposes and for your affiliates’ business purposes.

5. Ownership and Usage Restrictions.

Bitabiz exclusively owns and reserves all rights, titles, and interests in and to the Bitabiz SaaS Services, the documentation, source code and object code and Bitabiz’s Intellectual Property and Confidential Information. You exclusively own and reserve all rights, title, and interest in and to your Confidential Information and your data, subject to our right to process your data and Confidential Information in accordance with the Terms, to provide you with the Bitabiz SaaS Services and all related services. Except for the limited rights expressly granted above, we reserve all rights, title and interest in and to the Bitabiz SaaS Services, including all intellectual property rights therein.

No rights are granted to you hereunder other than expressly set forth above in the Terms.

Without limiting the generality of the foregoing, except as otherwise expressly permitted in the Terms, you will not (a) use the Bitabiz SaaS Services for the benefit of any third party, or permit any third party to use the Bitabiz SaaS Services (other than as expressly permitted with respect to your additional users), (b) reproduce, modify, adapt or create derivative works of the Bitabiz SaaS Services, (c) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Offerings, except to the extent expressly permitted by applicable law (and then only upon advance notice to us), (d) remove or obscure any proprietary or other notices on the Bitabiz SaaS Services, (e) attempt to gain unauthorized access to the Bitabiz SaaS Service, interfere with, or otherwise circumvent any security measures or mechanisms intended to limit your use within the SaaS Services, (f) use the SaaS Service for competitive analysis, product benchmark or to build competitive products; (g) publicly disseminate information regarding the performance of any parts on the Bitabiz SaaS Services; (h) use the SaaS Service to transmit or store any malicious code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; or (i) encourage or assist any third party to do any of the foregoing.

6. Your Data and GDPR

Role of the Parties

For purposes of applicable data protection laws including the General Data Protection Regulation (EU) 2016/679 (“GDPR”):

- **Customer acts as the Data Controller**
- **Bitabiz acts as the Data Processor**

Integration with Data Protection Framework:

The Bitabiz Data Processing Agreement (“DPA”), Privacy Policy, and Security Documentation form an integral and binding part of these Terms.

In the event of conflict between these Terms and the DPA, the provisions of the DPA shall prevail with respect to the processing of Personal Data.

Rights to Customer Data

The Customer owns all records that the Customer has entered and/or created in the Bitabiz SaaS Services. Subject to the limited rights provided for in the Terms, Bitabiz has no rights to use data received or generated in conjunction with the fulfilment of the Terms.

Personal Data Protection

The Bitabiz Terms include by this reference the Bitabiz Data Processing Agreement (the ‘DPA’) available in our Help Center. The DPA governs all Personal Data protection matters.

Storage of Customer Data

During the subscription period Bitabiz provides a secure storage and archiving service.
During the subscription period Bitabiz provides a secure backup service.

Data Portability and Data Management

At any time, the Customer will be entitled to export all data and information that has been entered into and/or created in the system to Excel or similar database processing software. Tools to perform such data extractions shall be available to the Customer at any time during the subscription term.

The Customer has access to tools to respond to employee requests to delete personal information, if this information is no longer relevant.

7. SaaS Service Subscription Fees & Payment

7.1 Bitabiz will invoice the Bitabiz SaaS Services on the first day of commencement of a paid subscription and thereafter upon each first day of the calendar quarter in advance based on the following Pricing Metrics:

- The Bitabiz modules activated to your subscription plan,
- The number of active & inactive users (Employees, freelancers etc.) added to your Bitabiz account,
- The actual number of SMS messages sent in the previous quarter.

If applicable, the first invoice will be pro-rated per month to reflect the actual active subscription term during the then-current calendar quarter.

Inactive users can be deleted automatically according to local legislation requirements subject to the settings applied by Customer in the Bitabiz SaaS Service.

Subscription plans and pricing can be found here: [Subscription plan | Bitabiz Help Center](#)

7.2 Payment terms are 14 days from the invoice date.

7.3 All future improvements to the existing modules and services used by the Customer are included in the subscription fee. New modules and services added will be available if added to the subscription plan.

7.4 All subscription fees are indexed annually by following the CPI index published by Statistics Denmark (www.dst.dk/en/Statistik/emner/oekonomi/prisindeks/nettoprisindeks) using the February index published early March of each calendar year. The indexed subscription fee shall be invoiced from the following 1st April until next calendar year.

7.5 Fee Exception for Test Access

Unless otherwise agreed with Bitabiz, companies may create a free test account of the Bitabiz SaaS Services, at any point from the Bitabiz website. Unless otherwise agreed with us, the default length of your test access is 30 (thirty) calendar days (“test term”). Should you require access for a longer test term, feel free to request an extension via online support. You may use the Bitabiz SaaS Services under the Terms and will not be invoiced for the test usage. If by the end of the test term, you do not commence a subscription to the Bitabiz SaaS Services, Bitabiz will not invoice you for the test access and your account shall be deleted.

8. Term, Termination & Renewal of the Subscription

The Customer may terminate the Terms before the end of each calendar quarter that has been paid for. This means that the Customer’s notice of termination is anywhere from 1 day to 90 days, depending on the date of receipt of termination notice.

The subscription term will start on the day Customer gets invoiced for the Bitabiz SaaS Services, and the subscription term auto renews each calendar quarter (“renewal term”), for an additional three (3) month period unless either party gives the other party a written notice of termination before the start of a new renewal term.

The subscription term and each renewal term shall together be referred to as the “Subscription Period” and shall define the period under which the parties are bound by the clauses in the Terms.

The following sections of the Terms shall survive the expiration or termination of the Subscription Period: Section 5 (Ownership and Usage Restrictions), Section 6 (Your Data and GDPR), Section 12 (Intellectual Property Rights), Section 13 (Confidentiality), Section 15 (Indemnification), Section 16 (Limitation of Liability), and Section 17 (Miscellaneous). Any other provisions of the Terms which by their nature are intended to survive shall also remain in effect.

Either party may terminate the Terms with immediate effect if the other party materially breaches the Terms and fails to cure such breach within thirty (30) days after written notice.

For terminated accounts only, where customer wants hosted access to their data, after the termination date, all users (active and inactive) will be invoiced a hosting fee. This is also applicable for de facto terminations, where customer only has a very limited number of active users and the rest of users are made inactive.

9. Support & Feedback

9.1 Support:

- Access to online support is provided 24 hours per day, 7 days a week.
- Bitabiz response to support requests is delivered within normal business hours. 09.00 AM – 16.00 PM (CET / GMT +1).
- Online support is available to customers and free test accounts.
- Support services include setting up accounts for new customers.
- Target response time within normal business hours on a support request is 15 minutes.

Bitabiz support agents are instructed not to offer support related to customer internal policies and not to receive personal data like password or payroll related information.

9.2 Feedback:

You may provide suggestions, feedback, and other information to us regarding possible improvements in functionality or use of the Bitabiz SaaS Services (“Feedback”). We have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Bitabiz SaaS Services and related systems and technologies, including without limitation operating speed, memory usage, throughput, bandwidth, errors and error rates, user logins, feature usage, performance data, and other information reasonably necessary to confirm that you and your users are complying with usage restrictions (“usage data”). You hereby grants us the perpetual, irrevocable, sublicensable right to use, copy, modify, create derivative works of and otherwise fully exploit (a) usage data and the Feedback to improve the operation, functionality or use of our existing and future Bitabiz SaaS Services and commercializing of such offerings; (b) the usage data to publish aggregated statistics about product quality, provided that no data in any such publication can be used to specifically identify you or your users; and (c) the usage data to confirm that you are complying with usage restrictions.

10. Service Level Agreement

Target Availability. Bitabiz will use commercially reasonable efforts to make our service available with an uptime of 99.8% of each calendar month (“Target Availability”).

Scheduled Maintenance. “Scheduled Maintenance” means Bitabiz scheduled routine maintenance of the platform. Scheduled Maintenance will not exceed (8) hours per month. Bitabiz typically performs Scheduled Maintenance each week. After 9 am (CET +GMT).

Exclusions. The calculation of uptime will not include unavailability to the extent due to: (a) use of the service by customer in a manner not authorized in this Agreement or the applicable documentation; (b) general Internet problems, force majeure events or other factors outside of Bitabiz reasonable control; (c) customer’s equipment, software, network connections or other infrastructure; (d) third party systems, acts or omissions; or (e) Scheduled Maintenance or reasonable emergency maintenance.

Scheduled maintenance and downtime are published on the Bitabiz status page:

<https://status.bitabiz.com/>.

11. Security

Bitabiz agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of any Service or Customer Data.

Please see the Security information in the applicable DPA.

12. Intellectual Property Rights

The Customer shall not alter, remove, or obscure any copyright, trademark, confidentiality notice, or other proprietary rights of legend appearing in or on the Bitabiz SaaS Services or Documentation.

Nothing in the Terms shall be interpreted to transfer any ownership rights in the Bitabiz SaaS Services, Documentation, or underlying technology. Any custom configurations, implementation work, or integrations performed by or on behalf of Bitabiz shall not grant the Customer any ownership or intellectual property rights in the code, tools, templates, or methods used to deliver them.

13. Confidentiality

Non-Use and Nondisclosure. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under the Terms, and shall not disclose such Confidential Information to any employee or third party, except to those users, employees, advisors or representatives of the recipient who are under a contractual or fiduciary duty of confidentiality similar in content to the provisions hereof and whom the recipient will remain responsible for hereunder (“Representatives”) and who are required to have access to such Confidential Information in order to perform the obligations under the Terms. Without limiting the foregoing, each of the parties shall use at least the same degree of care it uses to prevent the disclosure of its own confidential information of like importance, which care shall be no less than reasonable care, to prevent the disclosure of Confidential Information of the other party.

Exceptions. The receiving party may disclose Confidential Information of the disclosing party if so, required pursuant to a regulation, law, subpoena, or court order (collectively, “Compelled Disclosures”), provided the receiving party gives the disclosing party notice of a Compelled Disclosure (to the extent legally permitted). The receiving party will provide reasonable cooperation with the disclosing party in connection with a Compelled Disclosure at the disclosing party’s sole expense.

14. Warranties

Bitabiz warrants that it owns all rights to the Bitabiz SaaS Services and has the power and authority to enter these Terms

Bitabiz warrants that it has implemented technical and organizational measures intended to support secure storage and handling of personal data, in accordance with applicable data protection laws and its own documented privacy and security policies.

Bitabiz further warrants that during the Subscription Term, the Bitabiz SaaS Services will operate in all material respects in accordance with the Documentation. This warranty applies only where the SaaS Services have been used in accordance with the Service descriptions, the Documentation, and these Terms.

Bitabiz shall not be responsible for errors or deficiencies in the SaaS Services arising from changes made by the Customer or third parties to any part of the Bitabiz Services or integrations that result in disruption or malfunction.

15. Indemnification

Bitabiz shall, at its own expense, defend the Customer against any third-party claim alleging that the Bitabiz SaaS Services infringe a patent, copyright, or trademark, and shall indemnify the Customer for any damages and reasonable legal fees awarded by a competent court or agreed in settlement, provided that:

- a) the Customer promptly notifies Bitabiz in writing of the claim,
- b) Bitabiz has sole control over the defense and settlement of the claim, and
- c) the Customer provides reasonable cooperation in the defense, at Bitabiz's expense.

If the Bitabiz SaaS Services are found or believed to infringe, Bitabiz may, at its discretion and expense: (i) procure the continued use of the affected services, (ii) modify the services to be non-infringing without materially reducing their functionality, or (iii) replace the services with substantially equivalent functionality.

Bitabiz shall have no liability under this section to the extent the claim arises from: (i) the Customer's use of the Bitabiz SaaS Services in breach of these Terms; (ii) the combination of the Bitabiz SaaS Services with third-party hardware, software, or services not provided by Bitabiz, if the claim would not have arisen but for such combination; (iii) use of the Bitabiz SaaS Services in an application or environment for which they were not intended; or (iv) modifications to the Bitabiz SaaS Services made by the Customer or on its behalf without Bitabiz's prior written approval.

16. Limitation of Liability.

Except for (i) each party's indemnification obligations under Section 15, (ii) each party's liability for infringement of the other party's intellectual property rights, and (iii) the Customer's obligation to pay any fees due under these Terms, the total aggregate liability of either party arising out of or in connection with these Terms, whether in contract, tort (including negligence), or otherwise, shall not exceed the total subscription fees paid by the Customer to Bitabiz in the twelve (12) months preceding the event giving rise to liability.

Neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, business, opportunities, reputation, or goodwill, even if advised of the possibility of such damages.

Bitabiz shall have no liability for any data loss, service unavailability, delays, or failures to the extent caused by: (a) the Customer's misuse of the SaaS Services or breach of the Terms, (b) the combination of the Bitabiz SaaS Services with third-party hardware, software, or services not provided by Bitabiz, or (c) circumstances beyond Bitabiz's reasonable control.

Nothing in these Terms shall limit or exclude liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any liability which cannot be excluded or limited under applicable law.

17. Miscellaneous

The parties are independent contractors, and nothing in these Terms shall be interpreted as creating a partnership, joint venture, or agency relationship.

Bitabiz may assign or transfer its rights and obligations under these Terms without restriction, including in connection with a merger or sale of assets. The Customer may not assign or transfer any rights or obligations under these Terms without Bitabiz's prior written consent.

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

A failure or delay by either party in exercising any right under these Terms shall not constitute a waiver of that right.

These Terms do not confer any rights or remedies on any third party.

In the event of any conflict between these Terms and any other document referenced, linked, or incorporated by reference, these Terms shall prevail unless expressly agreed otherwise in writing.

Neither party shall be liable for any failure or delay in performing its obligations under the Terms (except for payment obligations) if such failure or delay is due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, power or internet outages, pandemic, or government actions, denial-of-service attacks, or ransomware attacks that result in loss of access to the SaaS Services despite reasonable prevention measures. However, financial distress, insolvency, or inability to pay are not considered force majeure events.

18. Disputes and Applicable Law

The Terms of use are governed by Danish law.

Unless otherwise agreed in writing between the parties, all disputes relating to the use of the Bitabiz SaaS Services, documentation, or material related thereto or claims relating to the Terms shall be settled via negotiations between the parties. If no solution is found between the parties within 30 calendar days, any party may submit the claim to arbitration. The arbitration shall be in accordance with “The rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration)” and shall be held in Copenhagen, Denmark at the Danish Institute of Arbitration. The parties shall agree to name 1 arbitrator for the proceedings.

LOAN ADDENDUM for QR Check-In Terminal

This Loan Addendum (“Addendum”) forms part of the Bitabiz Terms of Use (the “Terms”). In the event of conflict, this Addendum shall prevail with respect to the Terminal (as defined below). In all other cases the Terms shall apply.

1. Scope and Eligibility

As part of Bitabiz’s QR Check-In solution, Bitabiz may provide Customer with one (1) tablet device (the “Terminal”) for use solely in connection with the Bitabiz SaaS Services.

Eligibility is conditional upon, (i) Customer being a new Customer; (ii) Customer always having a minimum of thirty (30) active users; and (iii) a minimum binding subscription period of three (3) months. Bitabiz reserves the right to withdraw the Terminal offer if these conditions are not met.

2. Loan Basis – No Transfer of Ownership

The Terminal is provided strictly on a loan basis. Title, ownership, and all intellectual and proprietary rights in and to the Terminal shall always remain exclusively with BITABIZ. Nothing in the Terms or this Addendum shall be construed as a sale, lease, or transfer of ownership.

Customer receives a limited, non-exclusive, non-transferable right to use the Terminal solely during the active Subscription Period and solely for the intended QR Check-In functionality.

The Terminal forms an integrated part of the Bitabiz solution and has no independent commercial purpose in this arrangement.

3. Permitted Use Restrictions

Customer shall: (i) use the Terminal exclusively in connection with the Bitabiz SaaS Services; (ii) not use the Terminal for private or unrelated commercial purposes; (iii) not resell, sublease, pledge, or otherwise transfer the Terminal; (iv) not modify, jailbreak, alter, or tamper with the device and (v) maintain the Terminal in reasonable condition.

Customer shall ensure the Terminal is used in accordance with applicable workplace and data protection regulations.

4. Risk, Loss, and Damage

Risk of loss transfers to Customer upon delivery. Customer is fully responsible for theft, loss, misuse, or damage of the Terminal beyond ordinary wear and tear. If the Terminal is not returned, is damaged beyond normal wear, or is lost, Bitabiz may invoice Customer for the replacement value.

5. Return Upon Termination

Upon termination or expiration of the Subscription for any reason: (i) Customer must return the Terminal within fourteen (14) days; (ii) Customer bears shipping costs; and (iii) the Terminal must be returned in reasonable condition (ordinary wear and tear excepted).

Failure to return the Terminal within the specified period entitles Bitabiz to invoice the replacement value without further notice.

6. Exclusion from SLA and Warranties

The Terminal constitutes hardware equipment and is not part of the SaaS Service availability commitment.

Accordingly: (i) the Service Level Agreement does not apply to the Terminal; (ii) Bitabiz provides no uptime guarantee relating to the hardware and (iii) hardware malfunction does not constitute SaaS unavailability.

The Terminal is provided “as-is,” subject only to mandatory statutory rights.