



Queue-it standard subscription terms and conditions

1. Scope and use of the subscription

The subscription grants the Customer (being the legal entity that has taken out the subscription) the right to use Queue-it's system and services ("the Services"). The subscription may not be used by other people or organizations.

2. Acceptance of the subscription

The subscription terms for the Services are accepted by the Customer by signing the Formal Quote document and forward it by email to info@queue-it.com. The signed Formal Quote and with these terms and conditions, will be the "Agreement".

3. Duration and termination of the subscription

The monthly annual subscription runs from the date the Customer signs the Formal Quote to the end of that calendar quarter, plus the following calendar quarter (for example, if the order is placed February 15, the subscription runs to the end of June). After that period, the subscription runs for three months (a quarter) at a time. At the end of the three months, the subscription will automatically be renewed for another three months (a quarter) unless terminated by the Customer. The minimum subscription period is six months.

The monthly annual subscription may be terminated by email to info@queue-it.com one month before the expiry of the subscription. The agreement cannot be terminated for a period of subscription already initiated and the Customer will not be entitled to a refund for that subscription period.

A discount is applicable for annual prepayment.

Monthly annual prepaid subscriptions may be terminated by email to info@queue-it.com one month before the expiry of the annual subscription (i.e. for annual subscriptions running April-March, termination must be received before the end of February). The agreement cannot be terminated for a period of subscription already initiated and the Customer will not be entitled to a refund for that subscription period.

Light subscriptions run for 24 consecutive months from the 1st of the month of the Agreement, and will continue to auto renew for 12 months in array until terminated by email to info@queue-it.com one month before the end of the current subscription period. The agreement cannot be terminated for a period of subscription already initiated and the Customer will not be entitled to a refund for that subscription period.



The Customer may terminate any subscription free of charge within two weeks of placing the first order for the subscription, provided that the Customer has not started using the Services. Queue-it shall (without prejudice to any other rights or remedies it may have) be allowed to terminate the subscription immediately without giving the Customer prior notice if the Services or subscription is misused (including, but not limited to, use by other people or organizations).

In the event of the Customer filing for bankruptcy, the subscription will be terminated, and all Services will be terminated immediately, unless otherwise specifically agreed in writing between the Parties.

4. Alternative to subscription

Queue-it is also available as a scheduled event with a fixed start and end date and time.

5. Price and payment terms

The charges are listed on the Formal Quote. Queue-it guarantees that no price increases will be introduced for the Services ordered at the time of commencement of the subscription other than those due to increases in the Retail Price Index or increases introduced by the cloud computing supplier, currently Amazon Web Services.

The first invoicing period runs from the date the Customer places a monthly annual order to the end of that calendar quarter plus the following calendar quarter (for example, if the order is placed February 15, the subscription runs to the end of June). After that period, monthly annual services are invoiced for a three-month period in advance. Transaction fees are charged on a quarterly basis. The first invoice for light subscriptions will include the first two years of subscription fees, after which annual invoices will be sent. Event based services are invoiced when the Customer places the order.

Payment shall be made within eight days from the date of invoice. If the subscription is not paid by the due date, a first reminder will be sent to the Customer. If the subscription remains unpaid ten days after the date of the first reminder, a second reminder with a fee of \$10.00 will be sent to the Customer. If the subscription still remains unpaid ten days after the date of the second reminder, access to the Services will be blocked and Queue-it shall be entitled to charge the Customer interest on any outstanding fees at the rate of 4% per annum above the Danmarks Nationalbank base rate in force from the initial date payment became due until actual payment is made. Access to the Services will be unblocked on receipt of payment.

Queue-it will not be responsible for any loss, damage, costs, expenses or other claims of the Customer or any third party resulting from the suspension of the Services.



The Customer agrees to the use of e-mail (using an e-mail address specified by the Customer) or another electronic method of transmission as the medium for entering into a subscription agreement, sending invoices and reminders.

Payments must be made to Danske Bank, Denmark:

Bank Account: 4440 10709059
IBAN/BIC: DABADKKK
SWIFT: DK5530000010709059

Transfer costs must be split between the Customer and Queue-it.

Fees for Scheduled events and Light subscriptions less than USD 3.000 shall be paid via credit card / <https://www.paypal.me/queueit> and prior to the first production usage of the system.

6. Operating stability

Queue-it aims to provide the highest possible degree of operating stability, but is not responsible for any breakdown caused by factors beyond its control. Such breakdown includes but is not limited to power failures, errors occurring in modem equipment, ADSL connections, telecommunications connections or the like. In all events, Queue-it aims to re-establish normal operations as quickly as possible.

7. Maintenance of the System

Queue-it is entitled to make operational changes to the System for improvements or otherwise (for example by developing or updating software) without giving the Customer prior notice. In some circumstances, it may be necessary to suspend access to the Services, usually between 9pm and 6am CET. Notice of such a suspension will be given to the Customer in advance. Queue-it will not be responsible for any consequences of such a suspension where notice has been given.

8. Rights

The System remains the full property of Queue-it ApS (VAT number DK 33052901). Individually customized software relating to the Services also remains the property of Queue-it unless otherwise stipulated. Queue-it may at any time transfer its rights and obligations under this agreement to any economic affiliate, subsidiary or business unit, or any of their affiliated companies or divisions. Except as provided above, the rights and obligations under this agreement may not be transferred to any third party without the written consent of the other party.

Parts of the Queue-it Connectors and the "Known User" code for use on the Customer's system(s) are licensed under MIT.

9. Liability of Queue-it

Queue-it has taken reasonable measures to ensure that the Services are virus-free but no warranty is given that the Services are free from infection from viruses etc., and Queue-it shall have no liability if this is not the case. To the extent permitted by law, Queue-it disclaims all warranties with respect to the Services, either express or implied, including but not limited to any implied warranties of suitability or fitness for any particular purpose.

Queue-it shall not be liable to the Customer for any loss or damage caused (including business interruption) arising directly or indirectly, except to the extent that such liability may not be lawfully excluded under the applicable law. Except for death or personal injury caused by negligence of Queue-it, its employees, agents or authorized representatives, for which no limit applies, Queue-it's liability will be limited to the lesser of the value of payments made by the Customer for the period of 12 months before the occurrence of the incident giving rise to the liability or \$1,000 (one thousand US dollars).

10. Data Processing Agreement, privacy policy and Confidentiality

The Data Processing Agreement in <https://queue-it.com/data-processing-agreement/> is part of the Agreement and sets out contractual provisions to ensure the protection and security of data passed from the Customer and to Queue-it for processing.

Queue-it has taken the necessary technical and organizational security measures to prevent information saved by the Service from being accidentally or illegally destroyed, lost or wasted and to prevent such information from falling into the hands of any unauthorized party, being misused or otherwise treated in a way contrary Queue-it's privacy policy (see: <https://queue-it.com/privacy-policy-customer/>).

Queue-it is bound by secrecy in respect of any information received about the Customer and will not disclose such information to any third party except where it is required to do so by any court or regulatory authority and then only to the extent necessary.

11. Marketing

Queue-it shall be entitled to refer to the Customer and the Services provided in its marketing, including a brief description of such services.

12. System changes and feature updates

Queue-it informs its users on the Queue-it GO self-service platform about system changes, feature updates, and other technical news by e-mail. Therefore, all registered users on the Queue-it GO self-service platform accept that they are added to the technical newsletter mailing list.

13. Entire Agreement

These Terms together with the signed Formal Quote contain the entire agreement between the Parties and supersede all previous correspondence or communications whether written or oral. Queue-it may amend these Terms as required from time to time provided that Queue-it will give Customers no less than 20 days' written notice of such amendments and all such amendments will apply to the next renewal of the subscription.

14. Disputes

These Terms shall be governed by and construed in accordance with the laws of Denmark and the Danish Courts shall have exclusive jurisdiction to determine any dispute concerning these Terms or the subject matter of these Terms.

Revised: September 15, 2019.