

Terms and Conditions for the use of NorFor Ration Optimizer (NFRO)

For the installation or commissioning of NFRO, the following terms and conditions are considered accepted.

Definitions

The following definitions apply to these terms and conditions:

Subscription: an agreement governing the use of NFRO for a given period of time.

Subscriber: a customer who has taken out a subscription for NFRO

Prices and payment

When purchasing a subscription on NFRO, NorFor A.M.B.A. (NorFor) charges a purchase price and an on-going yearly subscription fee that can vary depending on numbers of licenses.

The purchase price and a one-year subscription fee are both payable upon delivery.

Unless NorFor has been notified of the termination of the subscription, the subscription will automatically be extended at the start of the new year, after which the subscription fee will be invoiced once a year in the first quarter.

Delinquent payment will be charged a reminder fee plus default interest pursuant to Denmark's Late Payment of Commercial Debts (Interest) Act. If the matter is sent to a debt collection agency, a debt recovery fee will be payable.

In the event that a payable sum has not been paid after the receipt of a second reminder letter, NorFor is entitled to close the subscription immediately. The subscription will be reopened once the payable sum, including interest and any cost, has been paid in full.

The purchase price and subscription fees solely cover the right of use for NFRO. Payment for courses, installation and other types of service are not included and will be invoiced separately.

Changing the subscription

NorFor reserves the right to change the subscription terms and conditions for prices and payment terms without notice. Any changes to prices and payment terms will be specified in the yearly subscription invoice.

Other terms and conditions may be changed by giving a notice of fifteen (15) days and are notified by email, letter or the yearly subscription invoice (sent in the first quarter).

Termination

The subscription runs until NorFor receives a written termination with six month resignation.

Right of use

Upon taking out a subscription to NFRO, the user solely obtains a non-exclusive and non-transferable right of use that is restricted to using the NFRO for the purpose of calculating feeding rations for dairy cattle

The subscriber does not have the right to resell, forward or otherwise transfer his/her right of use to a third party.

Servicing of NFRO

NFRO is maintained on an ongoing basis to keep the programs technically up to date.

Equipment requirements

The subscriber is personally responsible for ensuring that the software is up to date and for ensuring that it is configured for the subscriber's own IT equipment so that it can handle the latest version of NFRO.

In the event that the subscriber is unable to use NFRO due to faults or shortcomings in the subscriber's own IT equipment, the prepaid subscription fee will not be refunded.

Rescission

NorFor may rescind a subscription in the event of a material breach.

Material breach includes reselling the subscription or NFRO to a third party, handing over the NFRO, passwords, etc., to a third party and defaulting on payment.

In the event of rescission, the prepaid subscription will not be refunded.

IP Rights

NorFor holds the intellectual property rights to NFRO, including the affiliated services and functionality, unless otherwise explicitly specified.

Liability

NorFor is liable pursuant to the general rules of Danish law.

The liability of NorFor is under any circumstances restricted in terms of value, so that compensation may never exceed five times the cost of the yearly subscription fee for NFRO concerned.

NorFor is not liable for operating loss, loss of profit, lost data, loss of goodwill or other indirect and/or non-pecuniary loss.

NorFor does not guarantee the validity, completeness or the legality of the information which subscriber produce and which is used in NFRO.

Security backups and storage of data are the sole responsibility of the holder of the right of use. Lost or destroyed data are not compensated for nor replaced.

NorFor is solely liable for personal loss and consumer property damage caused by a defective product solely to the extent that said product liability is imposed on NorFor by the law on an objective basis.

NorFor assumes absolutely no liability for ensuring that the Software is compatible with new versions, updates, etc., of third-party software.

Applicable law and venue

Any and all disputes are subject to Danish law, apart from the international provisions of civil liability stipulated in Danish law.

Any legal claims shall be brought before the City Court of Aarhus.

Personal data, other terms and conditions

For the subscriber's use of NFRO, NorFor will use the subscriber's personal data for analytical, scientific and statistical purposes. In this context, NorFor may integrate sets of data received from other undertakings, local associations and other companies with NorFor's own data. In these instances, NorFor acts as an independent data controller pursuant to the GDPR, and by the signing of this subscription (on the subscriber's own behalf or on behalf of its employees), the subscriber gives its consent and permission to NorFor to use the personal data for the purposes mentioned above.

NorFor to have the highest level of security possible for the subscriber's personal data.

NorFor uses a number of security technologies and procedures to protect the subscriber's personal data against unauthorised access, use or viewing.

NorFor also uses cookies. By using the NFRO, you consent to the fact that NorFor uses cookies