

Dexi Terms and conditions

1. Information about Dexi ApS

1.1. The Service is provided by Dexi ApS ("dexi.io"), a private limited company incorporated and registered in Denmark under company and VAT number 37272744. The registered office of the company is: Bredgade 36C, 2. Floor - 1260 Copenhagen, Denmark

2. Interpretation

2.1. Unless the context requires otherwise, following definitions applies to these Terms of Service:

2.1.1. "Account" means the account you create in order to use the Service;

2.1.2. "Confidential Information" means any and all information which is identified as confidential or proprietary by either party or by the nature of which such information is clearly confidential or proprietary;

2.1.3. "GDPR" means the General Data Protection Regulation. All references to GDPR come into effect on May 25, 2018.

2.1.4. "Web Data" means the data and any content made available on publicly accessible networks that we process on your behalf as a result of your use of the Program or the Service;

2.1.5. "Service" means the data aggregation and data display software that dexi.io makes available as a service via the Program;

2.1.6. "Program" means the dexi.io browser which is made available for download via the Website;

2.1.7. "Terms of Service" means these terms and conditions of service as amended from time to time;

2.1.8. "Virus" mean anything or device (including any software, code, file or programme) which may: impair, prevent or otherwise adversely affect the operation of any computer hardware, software, or network, any telecommunications service, equipment or network or any other service or device; impair, prevent or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any date or programme (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, viruses, trojan horses and other similar things or devices;

2.1.9. "Website" means dexi.io; and

2.2.0. "you" or "your" means the user of the Service;

3. Use of the Service

3.1 Grant of license

dexi.io grants you a non-exclusive, non-transferable, personal and non sub-licensable license to use the Service, as permitted by the functionality of the Service, for the purpose of formatting, presenting and processing Web Data using the Service and in order to make available management of your Account.

3.2. Creation of Account

You must create an Account in order for you to be able to use the Service. The Account is personal and you are responsible for maintaining the confidentiality of login details for your Account, including not disclosing any information hereon to any third parties.

3.3. highlight passwords recommended

dexi.io encourages you to use "highlight" passwords with your account which means passwords that is a combination of upper and lower case letters, numbers and symbols. If you suspect that the login details for your Account have been misused please contact dexi.io at info@dexi.io.

3.4. Responsibility

You are as the user responsible for any and all activity made from or via your Account.

3.5. Your Responsibility

You agree that your use of the technologies, tools, applications, and products made available from time to time on the Site and through the Services are used solely in conjunction with the extraction of data from publicly accessible websites. In all cases where copyrighted and or confidential data may be included as part or all of the extracted data, you agree to comply with all copyright laws and rules covering such data including, but not limited to, the reproduction and resale of such data. In all cases where personal data, as defined by the GDPR, may be included as part or all of the extracted data, You agree to comply with GDPR in all respects.

3.6. Reasonable precautions to prevent abuse of Account

You must take all reasonable precautions in order to prevent any unauthorised access to or use of the Service and, in the event of any such unauthorised access or use, you are obligated to immediately notify dexi.io hereof in writing at info@dexi.io.

3.7. Third party claims

You shall indemnify and defend dexi.io, its agents, contractors and subcontractor from and against any and all losses, damages, claims, liabilities or expenses, including reasonable lawyer's fees, arising out of a claim brought by a third party relating to your use of the Service except to the extent caused by dexi.io's negligence.

4. Confidential and personal data

4.1. Confidential Information

Subject to the express permissions of these Terms, each Party will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information (a) solely to those of our respective employees, representatives, subcontractors and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation.

4.2. Personal Data

We collect certain information (which may include Personal Data) about You and Your Agents as well as Your and their respective devices, computers, and use of the Service. We use, disclose, and protect this information as described in Our Privacy Policy, the current version of which is available at dexi.io/privacy-policy and is incorporated into these Terms by this reference.

In providing the Service, dexi.io will engage entities within dexi.io and other authorized third party service providers, to process Personal Data pursuant to these Terms within the European Economic Area (the "EEA"), the United States and in other countries and territories.

dexi.io may also use your email address to send you other messages, including information about the Site, Services, updates, news, events, and special offers. You may opt out of such email by changing your preferences or sending an email to info@dexi.io.

4.3. Data Security

dexi.io will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Personal Data. These safeguards include encryption of Personal Data in transmission (using TLS or similar technologies). Our compliance with the provisions of this Section 3.3 shall be deemed compliance with Our obligations to protect Personal Data as set forth in Section 3.2.

4.4. Third Party Service Providers

You agree that We and the service providers that We utilize to assist in providing the Services to You shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose Service Data to the extent necessary to provide the Services, including, without limitation, in response to Your support requests. Any third party service providers We utilize will only be given access to Your Account, Service Data, or Personal Data as is reasonably necessary to provide the Service and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in these Terms and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 3.2 and the Privacy Policy.

5. Rights of dexi.io

5.1. Deactivation of Accounts

dexi.io has the right to at any time and at its sole discretion to deactivate any Account or Account logon method, if dexi.io has reasonable suspicion that you have failed to comply with any of these Terms of Service or in case dexi.io determines to discontinue the Service or the Program.

5.2. Changes to the Service

In order to be able to improve the Service, you agree that the Service may change from time to time and no warranty, representation or other commitment is given to sustain any elements of, or functionality of, the Service.

5.3. Right to monitor

dexi.io may monitor your use of the Program and the Service to ensure quality, improve the Program and the Service, and verify your compliance with these Terms of Service.

6. Program Licence

6.1. By accepting these Terms of Service, dexi.io grants you a worldwide, non-exclusive, non-transferrable, non-sublicensable, terminable licence to download and use the Program, including but not limited to any updates to the Program that dexi.io may make available from time to time for the sole purpose of using the Service in accordance with clause 3.1 and in accordance with these Terms of Service.

7. Your Obligations

7.1. You:

7.1.1. are obligated to comply with any and all applicable laws and regulations in force with respect to your use of the Program and the Service and your activities performed under these Terms of Service;

7.1.2. are only to use the Program and the Service in accordance with these Terms of Service;

7.1.3. must ensure that your systems and network comply with the relevant specifications provided by dexi.io from time to time;

7.1.4. are solely reliable for obtaining and maintaining at all times, all necessary licenses, consents, and permissions necessary for dexi.io to perform its obligations under these Terms of Service;

7.1.5. are solely responsible for procuring and maintaining your network connections and telecommunications access points and links from your own systems in order to access and use the Service.

7.1.6. must not use any automated system such as without limitation robots, spiders or offline readers to access the Service in a manner that sends more request messages to the Service than a human can reasonably produce in the same period of time; and

7.1.7. must not attempt to interfere with or compromise the Service security or integrity.

7.2. dexi.io may make available updates to the Program. You shall install each update as soon as reasonably practicable after notification of an update's availability and in accordance with the instructions given by dexi.io at the time each update is made available.

8. Your Limitations

8.1. You are obligated to ensure that that any use of the Service does not in any way process Web Data that may:

8.1.1. contain content which is defamatory of any person, obscene, offensive, hateful or inflammatory, promote sexually explicit material or promote violence or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

8.1.2. infringe on the personal data rules in force from time to time in any jurisdiction in which dexi.io is based or you intent to process any such personal data;

8.1.3. be likely to deceive any person or which is made in breach of any legal duty owed to a third party such as a duty of confidence or a contractual duty or promote any form of illegal activity;

8.1.4. infringe or be considered an infringement on any intellectual property right of any person, including but not limited to copyright, patent right, database right, trademark right, design right;

8.1.5. be threatening, abusive or invasive of another individual's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other individual;

8.1.6. be used to impersonate any person, or to be able to mislead any third party with regards to your identity or affiliation with any person or is able to give the impression that they originate from dexi.io, as long as this is not the case; or

8.1.7. be used to promote, support or assist any unlawful act such as but not limited to copyright infringements and negligent acts;

8.1.8. be used to distribute, access, transmit or store any Virus using the Service.

8.2. You agree that any failure to comply with this clause 7 will constitute a material breach of these Terms of Service, and that such failure may result in dexi.io taking all or any of the following actions:

8.2.1. immediately, temporarily or permanently withdraw any or all rights to use the Service;

8.2.2. issue a warning;

8.2.3. initiate legal action against you or any affiliate including proceedings for reimbursement of all costs and expenses hereunder but not limited to reasonable administrative and legal costs incurred by us as a result of the breach; or

8.2.4. disclose such information to law enforcement authorities as we reasonably believe is necessary.

8.3. By using the Service and the Program, you acknowledge and agree that the actions described in this clause are unlimited, and we may take any other action we reasonably deem appropriate.

9. Intellectual property rights

9.1. dexi.io is the owner of or the license to any and all intellectual property rights vested in the Program and the Service. Such works are protected by national and international law, and all such rights are reserved.

9.2. You shall not, except as may be allowed by any applicable law which may not be excluded by dexi.io:

9.2.1. attempt to copy, modify, duplicate, create derivative works of, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Program or the Service in any form or media or by any means, except to the extent expressly permitted under these Terms of Service;



9.2.2. attempt to decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Program or the Service;

9.2.3. access all or any part of the Program or the Service in order to build a product or service which competes or is to co-exist with the Service, the Program or any other dexi.io product or service existing at any point in time;

9.2.5. license, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Program or the Service available to any third party,

9.2.4. use the Program or the Service to provide similar or like services to third parties; or

9.2.6. attempt to obtain, or assist third parties in obtaining, access to the Program or the Service other than as provided under this clause 8.

9.3 By using this Program and Service, you grant dexi.io a license to use the name and logo of your company as a customer reference on dexi.io, dexi.io related websites and in dexi.io marketing material. You may at all times withdraw your consent hereto without any consequences for the use of the Service or Program. Any withdrawal of consent must be made in writing to dexi.io.

10. Web Data

10.1. You warrant that you have all necessary rights to use the Web Data in the manner contemplated by you and for us to process the Web Data on your behalf in providing the Service.

10.2. You agree and acknowledge that dexi.io does not claim any ownership over the Web Data. Web Data is archived after 3 weeks and deleted permanently from the dexi.io servers after 6 weeks.

10.2. If you wish to use the Service to convert any Web Data into a table or data or a structured API, or any other such functionalities offered by the Service, which you do not own, you must obtain consent from dexi.io or the appropriate license from the licensors or owners of such Web Data before you process all of or any portion of such Web Data through the Service. Upon requests from third party rights holders you must cease to deal in any way with Web Data that they own, if you do not possess the appropriate licenses to deal with such Web Data.

10.3. You are solely liable for ensuring that that your use of the Service to process Web Data does not infringe any copyright, database right, trademark or any other intellectual property right of any person or, in any way, infringe the terms of any license you may have in respect of any Web Data.

10.4. You acknowledge and explicitly agree that dexi.io shall not be responsible or liable for the deletion, correction, alteration, destruction, damage, loss, disclosure or failure to store any Web Data, neither directly nor indirectly, regardless of the cause hereto.

11. Notice and Takedown Policy

11.1. You are welcome to contact dexi.io by sending us a notice of infringement if that person considers that the Service infringes on their rights or fails to comply with the above clause 7. The notice must be sent by post to CloudScrape Aps, Nørre Voldgade 24, 1358 Copenhagen K, Denmark or by email to info@dexi.io and it must contain the following information:

name and contact details on the infringed person;

a statement explaining in detail why the Service is considered infringing on the rights or fails to comply with clause 7; and

a link to or such other means of identifying the problematic content of feature.

11.2. We will take the action that we deem appropriate depending on the nature of the notice and we will respond to the notice within a reasonable period of time. Our response will contain information on the action we propose to take.

12. Data Protection

12.1. If dexi.io processes any Personal Data as a result of processing the Web Data or as a result of your use of the Service, you instruct dexi.io to be the Data Processor and confirm that you are the Data Controller in relation to the processing of any such Personal Data.

12.2. In relation to such Personal Data:

12.2.1. dexi.io will process the Personal Data only in accordance with these Terms of Service and any lawful written instructions reasonably given by you from time to time to dexi.io and based on the consent you are responsible to obtain from the Data Subjects in question; and

12.2.2. dexi.io warrants to have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

12.3. For the purposes of this clause 11, the terms "Personal Data", "Data Processor" and "Data Controller" shall have the same meaning as defined in European Council Directive 95/46 Article 2(a) or any newer legislation to enter into force changing the meaning of such terms.

13. Confidential Information

13.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Terms of Service. A party's Confidential Information shall not be deemed to include information that:

13.1.1. is or becomes publicly known other than through any act or omission of the receiving party;



13.1.2. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

13.1.3. was in the other party's lawful possession prior to the disclosure;

13.1.4. is developed independently by the receiving party and such independent development may be shown by written evidence; or

13.1.5. is required to be disclosed by law or virtue, by any court of competent jurisdiction or by any regulatory or administrative body.

13.2. Each party shall hold the other's Confidential Information confidential and, unless required by law or regulations, not make the other's Confidential Information available for use for any purpose other than as needed to perform these Terms of Service.

13.3. Each party shall take any and all reasonable steps to ensure that the other party's Confidential Information whereto is given access is not disclosed or distributed by it or its employees, agents or other affiliates in violation of these Terms of Service.

13.4. Each party shall make back-ups of its' own Confidential Information and shall not be responsible to the other for any loss, destruction, alteration or disclosure of Confidential Information.

14. Support and Availability

14.1. Support services for the Service are provided entirely at dexi.io's option and discretion.

15. Termination

15.1. On termination of these Terms of Service for any reason, all licences granted under these Terms of Service shall immediately terminate and your right to access and use the Service will immediately be terminated and thus ended.

16. Limited Warranty

16.1. As the Service is made available without charge, the Service is provided on an "AS IS" and "AS AVAILABLE" basis. dexi.io gives no representations, warranties, conditions or other terms of any kind in respect of the Service, whether express or implied, including, but not limited to, warranties of satisfactory quality, availability, merchantability fitness for a particular purpose or non-infringement.

16.2. Except as expressly and specifically provided for in these Terms of Service you assume sole responsibility for results obtained from the use of the Service and for any and all conclusions drawn or decisions taken based upon such use and you rely on the results obtained from the use of the Service at your own risk;

16.3. You assume sole responsibility for any and all representations, warranties, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms of Service; and

16.4. dexi.io will not be responsible for any interruptions, delays, failures or non-availability affecting the Service or the performance of the Service which are caused by third party services or errors or bugs in software, hardware or the internet on which dexi.io relies to provide the Service. You acknowledge that dexi.io does not control such third party services and that such errors and bugs are inherent in the use of such software, hardware and the Internet.

17. dexi.io's liability

17.1. Subject to clause 16.2, dexi.io will not be liable for any losses (whether direct or indirect) that result from dexi.io's failure to comply with these Terms of Service, tort (including negligence) or otherwise.

17.2. Nothing in these Terms of Service excludes or limits dexi.io's liability for death or personal injury caused by dexi.io's negligence or for fraud or fraudulent misrepresentation.

18. Written communications

18.1. As applicable laws may require that information or communications dexi.io sends to you are in writing, you accept that any and all communication with dexi.io when using the Service, is mainly electronic. dexi.io will whenever possible contact you by e-mail or provide you with information by posting notices on the Service. For contractual purposes, you agree to electronic means of communication and you acknowledge that all contracts, notices, information and other communications that dexi.io provides to you electronically comply with any legal requirement that such communications be in writing and that your acceptance in the form of use constitutes any and all such signatures as are necessary.

19. Notices

19.1. All notices given by you to dexi.io must be given to info@dexi.io. dexi.io may give notice to you by e-mail or the postal address you provide to dexi.io, or any other way dexi.io deems appropriate. Notice will be deemed received and properly served immediately when posted on the Service or 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee. You are solely responsible for being able to receive mailing on the listed addresses.

20. Transfer of rights and obligations

20.1. It is not allowed for you to transfer, assign, charge or otherwise deal in these Terms of Service, or any of your rights or obligations arising under these Terms of Service, without dexi.io's prior written consent.

21. Events outside dexi.io's control

21.1. No party shall be liable to the other for delay or non-performance of its obligations under these Terms of Service arising from any cause beyond its reasonable control including, but not limited to telecommunications failure, internet failure, acts of God,



governmental acts, war, fire, flood, explosion, civil commotion or any other force majeure event.

22. Severability

22.1. If any provision of these Terms of Service is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

23. Waiver

23.1. A party's failure to exercise or a delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

24. Change in the Terms of Service

24.1. dexi.io has at its sole discretion, the right to amend and perform revision of these Terms of Service from time to time, in order for the Terms of Service to reflect any and all changes in the Service or market conditions which may affect dexi.io's business.

24.2. You will be subject to the Terms of Service in force at any time that you make use of the Service, or if dexi.io notifies you of changes to these Terms of Service and you continue to use the Service you will be subject to those changes.

24.3. dexi.io will use reasonable endeavours to notify you of any material changes to these Terms of Service by email or by the placement of a notice on the Service and any such notification shall constitute an agreed change to the Terms of Service.

25. Law and jurisdiction

25.1. These Terms of Service shall be governed by and construed in accordance with Danish law, not including the CISG or the choice of law rules, and the parties submit all their disputes arising out of or in connection with these Terms of Service to the exclusive jurisdiction of City Court of Copenhagen.