



Terms of Service

Last Updated: 06-07-2020

1. AGREEMENT

1.1 This Terms of Service (referred to as “Terms”), and any other agreements referred to in this Terms of Service, form the agreement between dispo.dk (also referred to as “we”, “us”) and the user (also referred to as “customer”, “you”). Each a ‘party’; together ‘the parties’.

1.2 By creating an account and ticking the box named ‘I agree to the Terms of Service, Privacy Policy, Cookie Policy and Data Processing Agreement’ at the website dispo.dk including subdomains, you:

- a. agree that you are 13 years of age or older and are of legal age for your country of residence so that you have the legal capacity to form a legally binding agreement at law, and if you are considered a minor that your parent or legal guardian have read and agrees to form a legally binding agreement on your behalf; and
- b. confirm that you have the legal capacity and are authorized to form and agree on a legally binding agreement if you’re accessing Dispo on behalf of a company or any other commercial entity that you may represent, thereby binding it to these Terms; and
- c. recognize that these Terms and use of Dispo apply to you or any person, company or the like you may represent; and

- d. understand in full and agree to these Terms of Service and that you or any person, company or the like you may represent also agree to all other Terms and Policies, which can be found here:

[Privacy Policy](#)

[Cookie Policy](#)

[Data Processing Agreement DPA](#)

1.3 If you do not agree to these Terms, you may not create an account, or access and use Dispo, and you must immediately stop doing so.

1.4 If you have previously been banned from Dispo or any of dispo.dk's services, you may not create an account, or access and use Dispo, and you must immediately stop doing so.

2. CHANGES

2.1 We may change these Terms at any time and we will notify you of the changes either by email or by posting a notice on our website: dispo.dk. Unless stated otherwise, any changes take effect from the date mentioned in the notice.

You are responsible for familiarizing yourself with these changes and by continuing to access and use Dispo, you agree to the updated Terms.

2.2 The effective date of these Terms are stated and maintained at the top of this document.

3. DESCRIPTION & SERVICES

3.1 Description of the product that is Dispo (also referred to as "product", "software", "platform"):

- a. dispo.dk offers you its service Dispo that is delivered to you as Software as a Service (referred to as "SaaS"). This means that you gain access to our services through an internet browser.

- b. Dispo is currently in a beta phase which means we have tested it and consider it stable but some unknown bugs may be present in the code. Bugs can adversely affect the quality of the service and therefore we urge you to report any bugs you may find to: bugs@dispo.dk

By using our services you must carefully consider what data you put into it and recognize that your data might be lost due to software bugs but also unforeseen events or accidents.

The beta phase is described in more detail in the section Definitions And Interpretation of this document in section 5.5

- c. Using Dispo is currently free of charge and will be as long as its services are in so-called beta. This is described in detail in the section Definitions And Interpretation of this document in section 5.3

3.2 Technical:

Dispo is developed to run optimally in Google's Chrome™ browser, which we therefore suggest using to get the best experience.

3.3 Support:

dispo.dk currently does not offer support on the usage of Dispo. The interface is designed to be straight forward and very user friendly, but if you experience otherwise please let us know.

We value your feedback greatly and suggest that you use the built-in tools in the interface to submit feedback, keeping in mind that it is one-way communication and not a support channel.

3.4 Subcontracting:

Dispo uses subcontractors. For now we specifically use them for hosting our Services and databases. An updated list of our subcontractors can be found in the DPA under Appendix B.

You also accept our use of subcontractors when agreeing to the DPA.

If you cannot accept our use of subcontractors you cannot use Dispo.

3.5 Modifications and termination of service:

- a. dispo.dk may discontinue all of its services at any given time, for any reason, even without notice.
- b. In such a case that Dispo will be discontinued we strive towards letting you know of this in advance. Either by posting the decision on the website and/or by emailing you.

We consider a notice 5 workdays in advance to be acceptable.

- c. Modification of the product is a big part of Dispo while in beta, as user feedback is constantly reviewed and implemented as we see fit. This means that you can expect changes to every feature and behavior of the system at any time.

Notice that changes and modifications may also omit previous available features.

4. USE OF THE SERVICES AND RESTRICTIONS

4.1 Dispo has been designed with ad-hoc task management in mind but its uses are many. Here are some examples of intended use where we see Dispo helping out:

party arrangements, managing and planning in both personal and working environments, project management, cross department task management, various other event planning and activities... In short: all activities where you require tasks to be handed out and managed.

4.2 The use of Dispo comes with some restrictions:

- a. Access and use of Dispo should be done only through the interface that the webpage provides you on the website.

- b. You may not:
 - a. use Dispo for illegal purposes or any activity that is beyond the scope of intended use; or
 - b. in any way try to break or disrupt our services; or
 - c. try to access data that you are not authorized to access; or
 - d. web crawl the website of dispo.dk, any of its pages or subdomains; or
 - e. in any way exploit a bug you may find in the platform, instead notify us at: bugs@dispo.dk so we can patch it; or
 - f. seek the underlying source code by reverse-engineering, deconstructing or disassembling any part of our services; or
 - g. use the platform to gain knowledge in regards to developing a competing product; or
 - h. gain access to Dispo to perform widely publicly perceived malicious acts.
- c. In short: You must only use Dispo for lawful purposes and in accordance with these Terms of Services.

You are solely responsible for the content you put into Dispo. That means you must comply with all laws and not input any type of data into Dispo that you are not authorised or otherwise permitted by law to manage. You also accept this when agreeing with our DPA.

4.3 You are not allowed to reproduce, duplicate, provide, host/re-host, sub-license, sell or exploit our services or parts thereof to any party for any private or commercial purpose.

Dispo may also not be incorporated into any other software or service, without our written consent.

4.4 Termination of account:

- a. The user can at any time choose to terminate their account from the profile page thus anonymizing their personal information throughout the platform.

After the user accepts a confirmation the termination process begins. This has a series of irrevocable consequences:

- The user is logged out and access to Dispo ceases immediately.
- The user's personal information is anonymized by overwriting the username and email address in the database and deleting the profile picture.
- Any other data provided by the user, be it in the form of tasks or other data and input, will continue to exist on the platform for other users to use.

It is solely the terminating user's responsibility to remove this prior to termination.

For general information regarding the rules about privacy and the processing of your data, see the details in the DPA Appendix A and C and the Privacy Policy.

- b. dispo.dk can at any time and without warning, suspend or terminate a user's Dispo account if we are notified of any violation to these Terms, unlawful data submission or otherwise inappropriate behaviour. Depending on the severity of the offense, we will take measures and if necessary contact appropriate authorities.

Users can notify us of such activities at: privacy@dispo.dk

4.5 Inactive accounts:

- a. We reserve the right to terminate inactive accounts. We consider accounts to be inactive if no logins have been made for 6 months.
- b. The termination process is done either by us manually or by the system and follows the same procedure as described in 4.4.

- c. If you know that you will be absent for more than 6 months from your last login date, you should consider backing up or deleting your data and consider terminating your account in advance.

5. DEFINITIONS AND INTERPRETATION

5.1 **Time** and **timezones** (referred to as "TZ") should be interpreted as local danish time i.e. CEST or UTC +2 during summer and CET or UTC +1 during winter.

Our data is currently being processed by subcontractors located in Denmark and is therefore marked with these dates.

5.2 **Data** or **content** means all different types of information you give Dispo. This could be information you provide when creating tasks, uploading images or any other type of information you choose to put into the service.

5.3 **Free of charge** means exactly what it says. 100% completely free. And as long as the product is in beta, you can be sure it will stay that way.

If Dispo should happen to go beyond beta and into a so-called release phase there could potentially be implemented new features or made changes to current features thus requiring a paid premium subscription.

Upgrading to a premium subscription will be completely voluntary and you can choose to keep using Dispo for free with its basic features.

Long story short: You can go ahead and use the beta version of Dispo with peace of mind - it's free!

5.4 **Service** or **services** refers to Dispo and underlying systems making it possible for the platform to run. Dispo, product, and service/services can be used interchangeably in these Terms and refers to the same thing.

5.5 **Beta** means that the software that makes up the entire Dispo Service has the features we would like it to have right now, but has not been thoroughly tested yet.

This is why we tell you to carefully consider what data you put in Dispo and not to input any invaluable or non-reproducible data into the platform.

Dispo may or may not go out of beta and into so-called release.

By using Dispo you may consider yourself a beta tester. More information:

https://en.wikipedia.org/w/index.php?title=Software_release_life_cycle&oldid=961964583#Beta

6. GUARANTEES

6.1 dispo.dk will always try to keep the service running as stable as possible, but in the product's current development stage we cannot guarantee any specific uptime or availability of Dispo.

As mentioned in section 3.5 we also cannot guarantee the continued service of Dispo.

6.2 We value feedback greatly, but we do not provide any guarantee that suggestions and feedback will be implemented in Dispo.

Bugs/errors in the products will be prioritized higher than feature requests, but even these are not guaranteed to be fixed.

7. LIMITATION OF LIABILITY

7.1 Dispo is provided "as is" without warranty of any kind. By choosing to use Dispo you therefore bear the entire risk of using a service running in beta. These Terms inform you of risks, such as termination of the entire service resulting in complete data loss, and that you should exercise caution when deciding what data to put into beta software.

Dispo.dk or any future parent company or its affiliates cannot under any circumstances be held liable to its users for any loss of profit or goodwill, loss of

business and business opportunities, direct or indirect damages, not even if these arise from not being able to access the software.

With Dispo being free to use and you being aware of its beta software nature we cannot, no matter the outcome of any dispute, pay any amount of compensation.

Dispute proposals must be sent to us in written form via email to:
legal@dispo.dk

7.2 We cannot be held responsible for any events that are beyond our reasonable control, so-called force majeure. Examples of these events are not limited to but could include strikes, union disputes, war, civil war, terrorism, riots, vandalism, natural disasters, fires, floods, failure or breakdown of communication and data services, restrictions of public, governmental, national or international character, pandemics, power outages, interventions against import and export.

8. PRIVACY

8.1 We may analyse some of the data provided by you, directly or indirectly, to enhance the platform and to learn more about the usage of Dispo.

dispo.dk takes data privacy very seriously and the nature of how and why we process your data and information is detailed in our Privacy Policy.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The dispo.dk website and all parts that make up the product Dispo is owned by us and is our intellectual property. Examples of these parts include but are not limited to, the source code, text, logos, graphics and design, stories and marketing material.

We use some open source libraries, these are credited where used.

9.2 You are not allowed to use dispo.dk's intellectual properties anywhere, except our graphics and logos for journalistic purposes like news articles or the like, where you explicitly credit us, and provide a link to our main website:

<https://www.dispo.dk>

Avoid distortion and keep the original aspect ratio of images and graphics.

9.3 You own the data you put into Dispo as you are the author of it. You are therefore responsible for making sure that you are allowed to share and manage that data. You are always liable for maintaining your data according to applicable laws and our DPA which you also accept.

9.4 You grant us an irrevocable and perpetual licence to freely use the feedback you provide us, to develop our services.

10. GENERAL

10.1 These Terms and other agreements referred to in this Terms of Service are governed by and must be interpreted in accordance with the laws of Denmark and/or the European Union.

10.2 Any dispute that cannot be settled in writing between the parties must be carried out under the jurisdiction of danish law and must take place at:

Retten i Aarhus

<http://www.domstol.dk/aarhus/Pages/default.aspx>

Vester Allé 10, 8000 Aarhus C, Denmark

10.3 For any questions regarding these Terms of Service or any other Terms and Policies, please contact us at: legal@dispo.dk