

ARCHIVED COPY

Terms of Use

Version 1.0 | In force 15 November 2025 to 10 September 2026Source: <https://prduct.com/terms-of-use>Superseded by Platform Terms v2.0 (prduct.com/terms-of-use)**SUPERSEDED 10 SEPTEMBER 2026: no longer applies to new acceptances**

Prduct ApS

Last Updated: 15. November 2025

1. INTRODUCTION

1.1 These Terms of Use (the “Terms”) govern your use of the Prduct platform (the “Platform”) provided by Prduct ApS, CVR no. 39368226, Universitetsbyen 71, 8000 Aarhus C, Denmark (“Prduct”). By creating an account or using the Platform, you accept these Terms.

1.2 These Terms incorporate by reference: (a) our Privacy Policy (prduct.com/privacy); (b) our Data Processing Agreement (prduct.com/data-processing-agreement); (c) our Acceptable Use Policy (prduct.com/acceptable-use); and (d) tier-specific terms applicable to your account type (Free Tier Terms, Connection Terms, or Service Level Agreement).

1.3 Any deviations must be specifically stated in a written order confirmation or enterprise agreement. Your own terms and conditions do not apply unless explicitly agreed in writing.

2. DEFINITIONS

“Customer Data” means all data you upload or submit to the Platform.

“Personal Data” has the meaning in GDPR and includes contact information, sole proprietorship data, and supplier contacts processed through the Platform.

“User” means you – whether as a free user, paid subscriber, or connected user (supplier/customer in a supply chain).

3. ACCOUNT AND SECURITY

3.1 You must provide accurate information and maintain the confidentiality of your login credentials.

3.2 You are responsible for all activities under your account and must notify us immediately of any unauthorized access.

3.3 For organizational accounts, you must manage user access and promptly remove users who should no longer have access.

4. ACCEPTABLE USE

4.1 You may use the Platform only for lawful business purposes and must comply with our Acceptable Use Policy (prduct.com/acceptable-use).

4.2 You must notify us in advance of extraordinary system loads (e.g., inviting 100+ suppliers simultaneously) to ensure platform stability.

4.3 Prohibited activities include but are not limited to: (a) uploading malicious code; (b) attempting unauthorized access; (c) reverse engineering; (d) violating third-party IP rights; (e) reselling or sublicensing the Platform; or (f) using the Platform to compete with Product. See our Acceptable Use Policy for the complete list.

5. INTELLECTUAL PROPERTY

5.1 Product owns all rights to the Platform. These Terms grant you only a limited, non-exclusive, non-transferable license to use the Platform during your subscription term.

5.2 You may not copy, modify, reverse engineer, or remove proprietary notices from the Platform.

5.3 Product warrants that the Platform does not infringe third-party IP rights when used in accordance with these Terms.

6. THIRD-PARTY INTEGRATIONS

6.1 The Platform integrates third-party services (e.g., databases, APIs). Your use of these is subject to the third party's terms.

6.2 We will inform you of third-party terms. If you cannot accept them and they are necessary for a material part of the Platform, you may terminate these Terms per Section 14.

6.3 We are not responsible for third-party services' availability, accuracy, or functionality.

7. PLATFORM AVAILABILITY

7.1 We host the Platform using AWS infrastructure in the EU and use commercially reasonable efforts to keep it available.

7.2 The Platform may be unavailable due to: (a) scheduled maintenance (we'll provide advance notice); (b) emergency maintenance; (c) third-party infrastructure issues; or (d) force majeure events.

7.3 Paid subscribers receive specific uptime commitments per their Service Level Agreement. Free and connected users receive best-efforts access with no guarantees.

7.4 We may update the Platform at any time. If major changes materially affect your use, you may terminate per Section 14.4.

7.5 Support levels vary by account type. See your tier-specific terms for details.

8. DATA OWNERSHIP AND USAGE

8.1 You own your Customer Data. You grant us a license to use it only to provide the Platform and improve our services.

8.2 We may use anonymized and aggregated data derived from Customer Data (that cannot be linked to you, any brand, or product) for: (a) AI/ML model development; (b) analytics and benchmarking; and (c) Platform improvements. This right survives termination.

8.3 We collect usage data (technical data, error reports, performance metrics) which we own and may use for business purposes.

8.4 Upon request, we'll provide a data export in a machine-readable format. Fees may apply based on time/resources required.

9. PRIVACY AND DATA PROTECTION

9.1 Our Privacy Policy (prduct.com/privacy) governs how we collect and use personal information.

9.2 Personal Data (contact info, sole proprietorships, supplier contacts) is processed through the Platform. When we process Personal Data on your behalf, our Data Processing Agreement (prduct.com/data-processing-agreement) governs that processing.

9.3 You are the data controller for Personal Data in your Customer Data. We are the data processor. You must ensure compliance with GDPR and obtain necessary consents.

9.4 Our security measures are detailed at prduct.com/security.

10. DISCLAIMERS

10.1 THE PLATFORM IS PROVIDED “AS-IS” WITHOUT WARRANTIES OF ANY KIND. We do not warrant that the Platform will be uninterrupted, error-free, or fit for your particular purpose.

10.2 The Platform is a general-purpose SaaS solution optimized for a wide range of customers. We do not provide legal, compliance, or regulatory advice.

10.3 Service levels are as specified in your Service Level Agreement (paid subscribers) or best-efforts only (others).

11. LIMITATION OF LIABILITY

11.1 Neither party is liable for indirect, consequential, or punitive damages, including loss of profits, business interruption, or data loss (except as caused by gross negligence or willful misconduct).

11.2 Our aggregate liability is capped at:

- **(a) For paid subscribers:** the total fees for 12 months at your current subscription level (regardless of whether already paid); or
- **(b) For free and connected users:** €5,000.

11.3 Data loss and restoration costs are considered direct damages subject to these caps.

11.4 If losses are covered by our insurance (business liability, product liability, cyber risk), the above caps do not apply to the extent of coverage.

11.5 These limitations do not apply to: (a) indemnification obligations; (b) death or personal injury from negligence; (c) fraud; or (d) liabilities that cannot be excluded by law.

12. INDEMNIFICATION

12.1 We will indemnify you against third-party claims that the Platform infringes IP rights, provided you: (a) notify us promptly; (b) give us control of the defense; and (c) cooperate reasonably.

12.2 If infringement occurs, we may: (a) obtain rights for you to continue using the Platform; (b) replace or modify the Platform; or (c) terminate and refund prepaid fees pro-rata.

12.3 You will indemnify us against claims arising from: (a) your Customer Data; (b) your violation of these Terms; or (c) your violation of third-party rights.

13. CONFIDENTIALITY

13.1 Confidential Information means non-public information marked confidential or that should reasonably be considered confidential. This includes our technical architecture and your Customer Data.

13.2 Each party will: (a) use Confidential Information only for purposes of these Terms; (b) protect it with reasonable care; and (c) not disclose it except to employees/contractors with a need to know or as required by law.

13.3 You may share data with suppliers/customers through the Platform as necessary for your business, but you remain responsible for such access.

13.4 These obligations survive termination for 5 years (indefinitely for trade secrets).

14. TERM AND TERMINATION

14.1 These Terms begin when you create an account and continue until terminated.

14.2 Termination by you:

- **Free users:** Anytime by deleting your account
- **Paid subscribers:** 90 days' notice before end of subscription term (12-month minimum non-terminable period)
- **Connected users:** Anytime by terminating your connection

14.3 Termination by us:

- Immediately for material breach (14 days to cure)
- Immediately for AUP violations or illegal activity
- For free/connected users: anytime with or without cause
- For paid subscribers: 6 months' notice (with pro-rata refund)

14.4 If you object to material changes to these Terms or the Platform, you may terminate. For paid subscribers:

- **(a) During 12-month minimum period:** You may terminate but are NOT entitled to a refund;
- **(b) After 12-month minimum period:** You may terminate and receive a pro-rata refund for unused prepaid fees.

14.5 Upon termination:

- Access ceases immediately
- You have 30 days to retrieve your data
- We delete your data within 90 days (except as required by law or for anonymized data)
- Unpaid fees remain due
- Refunds only as expressly stated above

15. MODIFICATIONS

15.1 We may modify these Terms by notifying you 30 days in advance. If you object within 30 days, we may either keep current Terms or terminate (with 60 days' notice and pro-rata refund).

15.2 If you don't object, continued use means acceptance.

16. GENERAL PROVISIONS

16.1 You may not assign these Terms without our consent. We may assign in connection with a merger, acquisition, or asset sale.

16.2 Neither party is liable for delays due to force majeure (except payment obligations).

16.3 These Terms (with incorporated documents) are the entire agreement and supersede all prior agreements.

16.4 If any provision is unenforceable, the rest remains in effect.

16.5 Notices must be in writing. To us: legal@prduct.com. To you: your account email.

16.6 We are independent contractors, not partners or agents.

16.7 Sections 5, 8, 9 (wind-down), 10, 11, 12, 13, 14, 15, 16, and 17 survive termination.

17. GOVERNING LAW AND DISPUTES

17.1 Danish law governs these Terms, excluding conflict of law rules and CISG.

17.2 Disputes must be brought in Danish courts (venue: Aarhus), except we may seek injunctive relief in any competent court.

17.3 Before litigation, parties will attempt good-faith negotiations for 30 days.

18. YOUR ACCOUNT TYPE

Your rights and obligations depend on your account type:

FREE TIER USERS: Limited features, no SLA, email/chat support (non-priority), no direct fees. See Free Tier Terms (prduct.com/free-tier-terms) applied at signup.

PAID SUBSCRIBERS: Full features per tier (Starter, Plus, Premium, or Enterprise), uptime commitments, priority support, 12-month subscriptions, optional modules available. See your Service Level Agreement applied at payment.

CONNECTED USERS: Invited by paid subscriber (supplier/customer), sponsored feature access, no direct payment to Prduct, data sharing responsibilities. See Connection Terms (prduct.com/connection-terms) applied when accepting invitation.

19. CONTACT

Prduct ApS

Universitetsbyen 71, 8000 Aarhus C, Denmark

Email: legal@prduct.com

Support: support@prduct.com

Data Protection Officer: dpo@prduct.com

By clicking “Sign Up” or using the Platform, you accept these Terms.