

Terms of Use

Version 2.0 | Effective 10 September 2026 | <https://prduct.com/terms-of-use>

Replaces Terms of Use v1.0, Free Tier Terms and Connection Terms (all dated 15 November 2025).

Prduct ApS

Last Updated: 10 September 2026

1. INTRODUCTION

1.1 These Terms of Use (the "Terms") govern access to and use of the Prduct platform (the "Platform") provided by Prduct ApS, CVR no. 39368226, Universitetsbyen 71, 8000 Aarhus C, Denmark ("Prduct"). You accept these Terms by confirming your acceptance in the account registration flow. The Platform may not be used without acceptance.

1.2 Authority. If you create an Account on behalf of a company or other legal entity (the "Organisation"), you confirm that you are authorised to bind the Organisation to these Terms. "You" then refers to both you as an individual user and to the Organisation. If you are not so authorised, you must not create the Account.

1.3 These Terms incorporate by reference: (a) the Acceptable Use Policy; (b) the Data Processing Agreement; and (c) if your Organisation has entered into a Subscription Agreement, that agreement and its Schedules.

1.4 Document hierarchy. In case of conflict between the documents forming the agreement, the document listed first prevails: (a) a signed or confirmed Order Form or enterprise agreement; (b) the Subscription Agreement; (c) Schedule 1 (Service Levels); (d) the Terms of Use; (e) the Acceptable Use Policy. Schedule 2 (Data Processing Agreement) prevails over all other documents in matters concerning the processing of Personal Data.

1.5 Conditional sections. Section 14 (Free Accounts) applies for as long as your Account is not covered by a Subscription Agreement. Section 15 (Connected Accounts) applies for as long as your Account is connected to one or more Sponsoring Subscribers. Both Sections may apply at the same time. A Section that does not currently apply to you does not affect the validity of the remaining Terms.

1.6 Your own terms and conditions do not apply, even if referred to in a purchase order, unless Prduct has accepted them in writing.

2. DEFINITIONS

"Account" means a user account on the Platform.

"Connected Account" means an Account connected to a Sponsoring Subscriber's workspace under Section 15.

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

"Free Account" means an Account not covered by a Subscription Agreement.

"Order Form" means an order confirmation or enterprise agreement issued or signed by Prduct.

“Personal Data” has the meaning given in the GDPR.

“Shared Data” means Customer Data you choose to make visible to a Sponsoring Subscriber.

“Sponsoring Subscriber” means an Organisation with a Subscription Agreement that has invited you to connect.

“Subscription Agreement” means the agreement between Prduct and an Organisation for a paid subscription, including its Schedules.

3. ACCOUNT AND SECURITY

3.1 You must provide accurate information and keep your login credentials confidential.

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

3.3 Organisations 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 the Acceptable Use Policy.

4.2 You must notify Prduct in advance of extraordinary system loads as described in the Acceptable Use Policy.

4.3 The Acceptable Use Policy sets out prohibited activities and the consequences of violation.

5. INTELLECTUAL PROPERTY

5.1 Prduct owns all rights to the Platform. These Terms grant you a limited, non-exclusive, non-transferable right to use the Platform for as long as these Terms apply to you.

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

5.3 Prduct 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 Prduct 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 under Section 16.

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

7. PLATFORM AVAILABILITY

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

7.2 Unavailability may result from scheduled maintenance (advance notice provided), emergency maintenance, third-party infrastructure issues, or force majeure.

7.3 Organisations with a Subscription Agreement receive the service levels in Schedule 1 to that agreement. Free Accounts and Connected Accounts receive best-efforts access with no service level commitments.

7.4 We may update the Platform at any time. If a change materially reduces functionality you rely on, you may terminate under Section 16.

8. CUSTOMER DATA

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

8.2 Prduct may create and use anonymised and aggregated data derived from Customer Data, which cannot be related to you, any Organisation, brand, product or natural person, for AI/ML development, analytics, benchmarking and Platform improvements. Anonymisation is carried out as instructed in the Data Processing Agreement. 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 On request, Prduct will provide a data export in machine-readable format. Fees may apply based on time and resources required.

9. PERSONAL DATA

9.1 The Privacy Policy governs Prduct's processing of personal data about you as a user of the Platform.

9.2 For Personal Data contained in Customer Data, you are the controller and Prduct is the processor. The Data Processing Agreement governs that processing. You must ensure a lawful basis and provide any required notices to data subjects.

9.3 Where Shared Data contains Personal Data, you and the Sponsoring Subscriber each act as an independent controller for your respective purposes and are each responsible for having a lawful basis for the disclosure and the subsequent processing. Prduct processes such Personal Data as processor for each of you under the Data Processing Agreement. Nothing in these Terms makes you and the Sponsoring Subscriber joint controllers.

9.4 Security measures are described 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. We do not provide legal, compliance, or regulatory advice, and use of the Platform does not guarantee compliance with any regulation.

10.3 Service levels apply only as stated in Schedule 1 to a Subscription Agreement.

11. LIMITATION OF LIABILITY

11.1 Neither party is liable for indirect or consequential loss, including loss of profit, business interruption, loss of goodwill or loss of data, except where caused by gross negligence or wilful misconduct.

11.2 Prduct's total aggregate liability arising out of or in connection with these Terms in any 12-month period is limited to EUR 5,000 for Free Accounts and Connected Accounts. For Organisations with a Subscription Agreement, the limitation in the Subscription Agreement applies instead.

11.3 Data loss and restoration costs are direct loss subject to the limitation.

11.4 The limitations in this Section do not apply to: (a) either party's indemnification obligations; (b) liability for gross negligence or wilful misconduct; (c) death or personal injury caused by negligence; or (d) liability that cannot be limited under applicable 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 defence; and (c) cooperate reasonably.

12.2 If infringement occurs, Prduct may obtain rights for continued use, replace or modify the Platform, or terminate and refund prepaid fees pro rata.

12.3 You will indemnify Prduct and its affiliates against third-party claims arising from: (a) your Customer Data, including Shared Data; (b) your breach of these Terms or the Acceptable Use Policy; or (c) your infringement of third-party rights.

13. CONFIDENTIALITY

13.1 Confidential Information includes non-public information marked confidential or reasonably considered confidential, including technical architecture and 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 and contractors with a need to know or as required by law.

13.3 You may share data with suppliers and 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. FREE ACCOUNTS

14.1 Free Accounts are provided at no charge for evaluating the Platform and for basic use within the limits shown in the Account dashboard and at prduct.com/plans. We may change the limits with 30 days' notice.

14.2 Free Accounts have no access to the API, paid modules, bulk operations, or sponsoring of features for other parties. Communication history is retained for 90 days; master data is retained while the Account is active.

14.3 Free Accounts receive best-efforts access and non-priority email and chat support. No uptime, performance or response-time commitments apply. Access may be slower or unavailable during high load or maintenance, without notice.

14.4 If a Free Account has no login for 90 consecutive days, we may delete the Account and all associated data after giving 14 days' warning by email. If you delete your Account, communications are deleted immediately and master data after 30 days.

14.5 You are responsible for backing up your own data. We make no commitment regarding data recovery for Free Accounts.

14.6 We may suspend or terminate a Free Account at any time, with or without cause, including if we discontinue free access. On termination you have 14 days to export your data, unless the Account was terminated for violation of the Acceptable Use Policy.

14.7 Free Accounts may not be resold or provided to third parties as a service. Extensive commercial use requires a Subscription Agreement.

14.8 When your Organisation enters into a Subscription Agreement, this Section ceases to apply and your data is retained in the Account.

15. CONNECTED ACCOUNTS

15.1 This Section applies when you accept an invitation from a Sponsoring Subscriber to connect your Account to its workspace as supplier, customer or other supply-chain partner. Your agreement remains with Prduct, not with the Sponsoring Subscriber. You keep your own independent Account and credentials.

15.2 A connection is established when you confirm the connection and the categories of data to be shared in the Platform. Confirming a connection does not require re-acceptance of these Terms.

15.3 The Sponsoring Subscriber may enable features or modules for you at no cost to you ("Sponsored Features"). Access depends on the Sponsoring Subscriber's subscription and sponsorship remaining active. You have no right to continued access to Sponsored Features, and Prduct has no obligation to maintain them if the sponsorship ends.

15.4 You control which data fields are visible to each Sponsoring Subscriber through your sharing settings and are responsible for reviewing them. Shared Data may be visible to the Sponsoring Subscriber and to other parties in its supply chain as configured by the Sponsoring Subscriber.

15.5 You are solely responsible for the accuracy, completeness and lawfulness of Shared Data, including that you hold all rights and consents necessary to share it. You will indemnify and hold harmless Prduct, its affiliates and the Sponsoring Subscriber from any third-party claim, loss or cost arising out of Shared Data or your breach of this Section.

15.6 Prduct does not verify Shared Data and is not responsible for business or compliance decisions based on it. These Terms create no liability between you and the Sponsoring Subscriber for the accuracy, completeness or quality of Shared Data; any such liability must be regulated in a direct agreement between you, which may be documented and signed within the Platform.

15.7 You remain responsible for your own regulatory obligations (e.g. EUDR, REACH, product safety). Data requirements from the Sponsoring Subscriber stem from your commercial relationship with it, not from Prduct.

15.8 Unless your Organisation has a Subscription Agreement, you receive best-efforts access and non-priority support. You cannot enforce the Sponsoring Subscriber's service levels against Prduct.

15.9 You may disconnect at any time in the Platform. The Sponsoring Subscriber may end the connection at any time. The connection ends automatically if the Sponsoring Subscriber's subscription ends or no longer includes connections. On disconnection you lose access to Sponsored Features; your own data remains in your Account; the Sponsoring Subscriber may retain Shared Data already received, subject to

applicable law and any agreement between you. Shared Data cannot be recalled from the Sponsoring Subscriber through the Platform.

15.10 You may be connected to several Sponsoring Subscribers. Each connection is independent, and you control which data is visible to each.

16. TERM AND TERMINATION

16.1 These Terms apply from acceptance until your Account is deleted or terminated.

16.2 You may delete your Account at any time. If your Organisation has a Subscription Agreement, termination of the subscription is governed by that agreement.

16.3 Prduct may suspend or terminate your Account: (a) for material breach not cured within 14 days of written notice; (b) immediately for violation of the Acceptable Use Policy or illegal activity; (c) for Free Accounts and Connected Accounts, at any time under Section 14.6.

16.4 On termination: access ceases; you have 30 days to retrieve your data (14 days for Free Accounts); we delete Customer Data within 90 days except as required by law and except anonymised data under Section 8.2; unpaid fees remain due.

17. CHANGES TO THESE TERMS

17.1 We may amend these Terms by notifying you at least 30 days in advance by email or in the Platform.

17.2 Amendments take effect on the date stated in the notice. Continued use after that date constitutes acceptance. For material amendments we may in addition require you to confirm the amended Terms at your next login.

17.3 If you object to an amendment, you may delete your Account before the effective date. For Organisations with a Subscription Agreement, Section 12 of that agreement applies.

18. GENERAL PROVISIONS

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

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

18.3 These Terms, with the incorporated documents, constitute the entire agreement regarding your use of the Platform and supersede all prior agreements on that subject.

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

18.5 Notices must be in writing. To Prduct: legal@prduct.com. To you: your Account email.

18.6 The parties are independent contractors, not partners or agents.

18.7 These Terms are drafted in English. Translations are provided for convenience only; in case of discrepancy the English version prevails.

18.8 Sections 5, 8, 9, 10, 11, 12, 13, 15.5, 15.9, 16.4, 18 and 19 survive termination.

19. GOVERNING LAW AND DISPUTES

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

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

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

20. CONTACT

Prduct ApS, Universitetsbyen 71, 8000 Aarhus C, Denmark

legal@prduct.com

support@prduct.com

dpo@prduct.com