

These Terms & Conditions govern the use for
HowToRobot Platform

Introduction to HowToRobot

PLEASE READ THIS TERMS OF CONDITIONS (TERMS) CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS OF CONDITIONS FOR YOUR USE OF HOWTOROBOT. THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS WHEN USING HOWTOROBOT.

These Terms & Conditions (Terms) are a legally binding agreement between the User of HowToRobot and the Company HowToRobot.com. "HowToRobot", "we", "us" or "our" mean the Contracting Entity.

By accessing or using HowToRobot you acknowledge that you have read and understood, agree to be bound by and accept the validity and enforcement of these Terms. Accepting these Terms is a requirement for using HowToRobot. These Terms apply to all Visitors, Users, and others who use HowToRobot.

All Content, Features and Functionalities are owned by HowToRobot and HowToRobot has the full Right to use and copyrights to Content unless specifically mentioned. Any use of the Platform must respect the rights and business of HowToRobot and any use of Content must therefore contain or refer information of HowToRobot as the source. Any User is prohibited from copying/distribute/republish Content without written consent from HowToRobot, and Content must not be changed in any way without written consent from HowToRobot.

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Part I – Structure of Terms and Conditions

The Terms and Conditions are structured as follows:

Part I – Structure of Terms and Conditions

1. Introduction to purpose of the HowToRobot Platform
2. Definitions
3. The Platform

Part II – Regulation Customers access and use

4. Regulation applying only to Customers using the HowToRobot Platform

Part III – Regulation Suppliers access and use

5. Regulation applying only to Suppliers using HowToRobot Platform

Part IV – General regulating the use of HowToRobot

6. General regulation applying to all use of HowToRobot, including information obligations and restrictions
7. General regulation regarding liability, indemnification, termination term, governing law and venue

1. Introduction to purpose of the HowToRobot Platform

HowToRobot is offering an online Platform on the website www.howtorobot.com (and its related domains) that allows professional Customers and Suppliers a Platform for acquiring automation solutions.

The Platform for acquiring physical robots, automation solutions, components and related services, services supporting the purchase and access to help in defining needs and processes to automate, access to market information, supplier information, white papers and newsletters.

2. Definitions

AI-tool: Tool to generate Customer Project requests based on the use of OpenAI which process Customer and Supplier data.

Budgetary Quote: Tool to obtain detailed Solution and pricing information on specific Project.

Content: Any information, images, videos, data and/or data-structure found and accessible on the HowToRobot Platform provided or created by HowToRobot, Suppliers, Customers, AI-tool or third parties.

Customer: A User who have created a Project, registered on the Platform, uses the Platform.

Functionalities: All tools and features accessible on HowToRobot.

Key Commitments: Obligations to which HowToRobot expects the Users to commit themselves during the use of the Platform.

Related Purchase: A Platform transaction that directly builds on the Procurement Service HowToRobot have performed including the Supplier selection, solution scope, and process.

Request Quote: The Customer creates a project on the Platform describing the their overall need for automation

Platform: Provide access to Functionalities and Support to Customers and Suppliers.

Projects: Customer Projects including description and requirements published on the Platform.

Proposals: Solution-description designed for a specific Project including timeline, cost and Supplier and/or Manufacturer terms.

Procurement Service: Consultancy service to assist the Customer and Supplier to find the best possible Solution

Request For Interest: Request for Supplier Project interest.

Expression of Interest: Supplier Expression of Interest in the Project.

Support: Supporting the process for alignment between Projects and Budgetary Quotes.

Suppliers: A User who have registered and claimed their public Supplier profile.

Solutions: Proposed technical Solution related to a specific Project.

Subsupplier: Engaged and managed by Supplier.

Subscription: Customers or Suppliers subscription to a HowToRobot Service.

Users: A Supplier or a Customer.

Visitor: Any person that can access non restricted content including using AI-assistant and have not registered as a User.

Technical support: Support on how to use the Functionalities and technical issues on the Platform.

Tools: Processes and workflows on the Platform used to Support the Customer and Suppliers.

Workshops: Onsite workshop at the Customers appointed location.

3. Platform

Listed below are the Platform with the current Functionalities that HowToRobot offers to either Visitors, Customers or Suppliers. The Functionalities and Products may be subject to change or HowToRobot may add additional Products to the Platform.

3.1. Content on the Platform

All Users on the platform are permitted non-commercial access to content owned by HowToRobot. The content available on the Platform is the intellectual property of HowToRobot. Unauthorized copying, distribution or other use of this content is strictly prohibited, unless the express written permission of HowToRobot is obtained. Misuse of the terms 'can' and 'may' result in appropriate legal action being taken against the company or individual responsible for the violation of property rights.

3.2. Visitors of Platform

Visitors are provided with non-commissioned non-commercial access to Content and specific functionality on the Platform. The Content and functionality are offered to Visitors free of charge. Commercial use of any Content is prohibited. Use of the Platform and the Content is at the Visitors own risk. HowToRobot is not reliable for the Content provided to the Visitor based on the use of HowToRobot.

3.3. Supplier Functionalities on the Platform

Suppliers are provided with the Functionalities of expressing their interest toward Customer Projects and submitting Budgetary Quotes.

A. Expression of Interest (EoI):

Suppliers may submit their EoI towards any described Customer Project on HowToRobot.

B. Budgetary Quote:

If the Supplier is selected by the Customer to submit budgetary quotes, the Supplier may submit their preliminary budgetary quote and proposal based upon the Customer's project description.

3.4. Customer Functionalities on the Platform

3.4.1. Projects

Based upon the HowToRobot tools, the Customer can create a project as a Request for quotes. Request for quotes supports the process of finding components, training, service/maintenance and getting a quote for the Solution through placing a request on the HowToRobot. Creating a Request for quote can be initiated by the Customer in two (2) ways; manually or using AI-tool.

Manually: When using the manual process, the Customer is guided through step to fill out the required information. It is the Customer's sole responsibility that the information provided is correct and accurate.

AI-tool: When using the HowToRobot AI-tool the Customer is guided through an AI-generated series of questions with the intention of providing sufficient information about the Customers Project. All AI-generated information such as questions, assumptions, calculations and recommendations is solely based on the Customers information provided to the AI-tool.

Prior to publication on the Platform, HowToRobot may review each Request for Quote (RQ) to ensure that the content does not appear to be false, misleading, offensive, abusive, or otherwise inappropriate. If the RQ is approved, it will be published on the Platform. Approval by HowToRobot for publication does not constitute any verification, endorsement, or guarantee of the accuracy, completeness, legality, or suitability of the information contained in the RQ. The Customer remains solely responsible for all content provided in the RQ.

Request for quotes consist of the following main phases:

A. Request for quote (RQ):

The Customer briefly describes the Project scope, which must be sufficient for Suppliers to Express their interest to the Project. The description can be made manually or using HowToRobots AI-tool. In case a third-party, on behalf of the Customer creates the RQ, the Customer will be provided with a validation and approval of the RQ before published.

B. Expression of Interest (EoI):

Based upon the Customers RQ the Suppliers submit their EoI towards the described Customer Project.

3.4.2. Budgetary Quote:

As part of the Customers selection process, the Customer select one or more Suppliers to submit budgetary quotes. The Supplier submits their preliminary budgetary quote and proposal based upon the Customer's project description. The Customer uses the tools "Budgetary Quotes" to review the incoming budgetary quotes and select Suppliers towards the final quote and proposal dialogue.

Part II- Regulation of Customers access and use

4. Registration as a Customers

Registration as a Customer on the Platform provides access to all Content. Registration is only permitted for legal entities and organizations, and individuals who are 18 years or older. If you agree to the Terms and Conditions on behalf of a legal entity or organization, you represent and warrant that you have the authority to bind that entity or organization to the Terms and Conditions.

5. Project on HowToRobot

A Customer can create Projects as Request for Quotes, by using the Platform Functionalities. When using these Functionalities, it is the Customer's sole responsibility to ensure that all information regarding the Project is correct and non-confidential. Upon receiving Expression of Interest from Suppliers, Customer must fully register to use the Platform.

All Projects will be Published globally without geographical limitations. This means that HowToRobot can't prohibit or limit that a Publish Project, including project information, will be matched and partly visible to Claimed Suppliers outside the Customers country. The Customer acknowledges that any approved Request for Quote, whether approved by the Customer or on their behalf, constitutes their approval and that the project and all relevant information will be published globally on the Platform.

All Claimed Suppliers will have limited access to all published Projects. HowToRobot will not be able to limit a Project to only be published, and therefore visible, to Claimed or Premium Suppliers who are matched by HowToRobot.

6. Key Commitments

HowToRobot, provide a Platform for Customers with the best tools and resources to help you succeed with your Project. However, Customers are expected to commit to the Project during all the activities on the Platform. The Customers are expected to allocate the needed internal resource so that the Project can be published timely on the Platform. Additionally when initiating the Project the Customer should have the internal investment approval and allocate the expected resources to complete the Project. This is to ensure the best possible process for both Customer, Supplier and HowToRobot and avoid costly unnecessary time and effort.

6.1. Use of Platform

Customer commitment is imperative for a well-functioning Platform where professional Customers and Suppliers meet. Therefore, HowToRobot emphasize that the Customers behave loyal and respectful when using the Platform. Customers cancelling a Project will impact Suppliers who have invested time and effort to provide competitive.

6.2. Profile and project descriptions

Customers commit to finalizing their profile and ensure continuously updating of their profile to ensure correct information regarding profile and project descriptions. The Customer is prohibited from:

- Using the Platform if lacking the capacity to act and enter legally binding contracts;
- Posting false, inaccurate, misleading, defamatory, or offensive data;
- Engaging in actions aimed at destabilizing the feedback system;
- Transferring their account (including feedback) and user ID to others without our consent;
- Using contact information of other users for purposes other than completing a specific transaction on www.howtorobot.com;
- Copying, modifying, or disseminating rights or content from the Platform or the services, or HowToRobot's intellectual property rights and trademarks;
- Collecting user information, including email addresses, manually or automatically, without their consent.

7. Services and Fees

HowToRobot provides the possibility for Customers to Request quotes from Suppliers listed on HowToRobot. All Customer Projects can be listed on HowToRobot if the Customer has an active Subscription plan.

Subscription

HowToRobot provides two (2) Subscription plans for Customers using the Platform.

Basic 3: This Subscription plan enables the Customer to submit and have three (3) active projects on the Platform per year, counting from the day the Customer started the Subscription. Pricing for Basic 3 is \$149,- monthly or \$1500 yearly.

Pro 10: This Subscription plan enables the Customer to submit and have ten (10) active projects on the Platform per year, counting from the day the Customer started the Subscription. Pricing for Pro 10 is \$399,- monthly or \$4000 yearly.

All payment for subscriptions is handled via Stripe. Customers can cancel any time. All Subscriptions will be active until the end of the paid period.

Customers may upgrade from Basic 3 go Pro 10. Customers will pay the prorated difference for the remaining days. Additional credits are granted immediately. Downgrading from Pro 10 to Basic 3 will result in Pro 10 remaining active until the renewal.

Additional Procurement Service

HowToRobot offers additional Procurement Services to our Customers. These services may include, but are not limited to:

- Onsite workshops
- Needs assessment and scoping
- Supplier identification and outreach
- Request for quotation (RFQ) or budgetary quote coordination

- Supplier qualification and technical alignment

Fees for these Procurement Services are charged directly to the Customer and are invoiced separately from any platform transaction.

For additional information about our Services please see www.howtorobot.com

Part III- Regulation of Suppliers access and use

8. Registration as a Supplier

HowToRobot provides the possibility for Suppliers to register on the Platform. Registration as a Supplier provides Functionalities to show case brands and products. Registration as a basic member with a claimed profile provides access to limited data and functions but with no membership fee. Registration as a Premium member provides full access to all Projects, data and Functionalities on HowToRobot.

Any registration on HowToRobot is only permitted for legal entities and organizations, and individuals who are 18 years or older. If you agree to the Terms and Conditions on behalf of a legal entity or organization, you represent and warrant that you have the authority to bind that entity or organization to the Terms and Conditions.

9. Memberships

Membership (Non-claimed profile):

Suppliers using the Platform free of charge with no claimed profile, will accept Functional limitations. As a Supplier with a non-claimed profile, the Supplier will not receive notice regarding Request for Quotes. Additionally, the Supplier will not be able to submit "Expression of Interest" towards the announced Request for Quotes.

Membership (Claimed profile):

Suppliers using the Platform free of charge, will accept Functional limitations. As a Supplier with a claimed profile, the Supplier will receive notice regarding Request for Quotes. Additionally, the Supplier will be able to submit "Expression of Interest" towards the announced Request for Quotes. As a member of HowToRobot the Supplier is obligated to keep the company profile updated.

Premium membership:

Supplier may subscribe to Premium membership on HowToRobot which will enable visible identity through displaying the industries, application areas, and brands of the Suppliers business. As a Premium Member of HowToRobot the Supplier will receive notifications when your expertise matches the needs of the Customer. Please refer to ([weblink](#)) for more information about HowToRobot membership Services.

For the Suppliers to use HowToRobot Functionalities and Tools, such as "Expression of Interest" and "Budgetary Quoting", the Supplier must subscribe to a Premium membership. By subscribing, you accept that HowToRobot may automatically charge you for the selected amount and period on a recurring basis.

You can cancel your subscription at any point in time. Once you cancel your subscription, your account will automatically be downgrade from Premium membership to a free of charge membership. The Premium membership will close at the end of your current billing period.

HowToRobot reserves the right to change prices for subscriptions. For existing subscribers, new prices will become effective upon renewal of the subscription period. Any price changes must be communicated to the affected users minimum two (2) months before taking effect.

To see what is included in a subscription, refer to this page: <http://howtorobot.com/join/>
More information about the current fees can be found at the Service Fee age: <https://howtorobot.com/service-fees>.

10. Key commitments

10.1. Profile and product catalogue updates

Suppliers commit to ensure continuously updating of their profile to ensure correct information regarding products and contact details. The Supplier is prohibited from:

- Posting content or items in an inappropriate category or section;
- Selling counterfeit solution, items or items that infringe copyright, trademarks, or any other third-party rights;
- Using the Platform if lacking the capacity to act and enter into legally binding contracts;
- Posting false, inaccurate, misleading, defamatory, or offensive data;
- Engaging in actions aimed at destabilizing the feedback system;
- Transferring their account (including feedback) and user ID to others without our consent;
- Using contact information of other users for purposes other than completing a specific transaction on www.howtorobot.com;
- Collecting user information, including email addresses, manually or automatically, without their consent.

10.2. Main HowToRobot contact

Suppliers commit to ensure continuously updated contact information to the Suppliers main contact person.

10.3. Behavior on the Platform

If a Supplier acts against the Terms and Conditions of the Platform, HowToRobot may introduce disciplinary actions on the Supplier. The below situations may, but not limited to, result in disciplinary actions.

HowToRobot will always notify the Supplier and engage in open dialogue with the Supplier before disciplinary actions are applied:

- Failure to pay the Commission fee for at agreed Project between Customer and Supplier
- Bypassing and acting disloyal to the Platform by not suggesting Customers to use the Platform
- Excluding HowToRobot in the dialogue with Customer thereby disabling HowToRobot to track the status of the engagement

10.4. Suppliers Proposal

Suppliers may Express their interest (EoI) on Projects published by a Customer. Once the Supplier submits interest in a published Project, HowToRobot expect the Supplier to be able to submit a Budgetary Quote, if selected by the Customer by using the Platform. This is of great importance as the Customer down select Suppliers based on their initial interest. Misalignment between interest and submitting Budgetary Quotes may collide with the Customers expectation on the potential Solutions in the market.

The Suppliers submitted Budgetary Quote must be valid for a period of minimum of three (3) months from the day that the Supplier submitted their Budgetary Quote on the HowToRobot Platform.

10.5. Subsuppliers

Suppliers may use Subsuppliers to perform Supplier proposals unless otherwise agreed with the Customer. Suppliers must inform the Customer if they intent to use Subsuppliers. Customers may decline the use of Subsuppliers if they have reasonable cause for this. The Supplier agrees and acknowledges that these Terms and Service applies to the Supplier's Subsuppliers as well and the Supplier is solely responsible for the Supplier's Subsuppliers.

11. Memberships and fees

Suppliers can use the Platform (A) free of charge, (B) pay a Premium membership fee and (C) pay a commission fee on facilitated Project won by the Supplier.

11.1. Membership subscription fee (B)

HowToRobot reserves the right to change the service fees at any time and will provide Users notice of any fee changes before they become effective. Fee changes will not affect services provided by or products purchased from HowToRobot prior to the effective date of the fee change.

If you disagree with a fee change, you may terminate this agreement at any time.

11.2. Commission fee (C)

HowToRobot's commission is based on a standard 5% commission per completed transactions excluding taxes, regardless of whether any aspect of the transaction was completed using the HowToRobot Platform. The Commissions are paid solely by the Supplier. When a Customer completes a transaction through the Platform, the Supplier is charged the standard commission of 5% of the total transaction value, unless otherwise agreed in writing.

For transactions exceeding USD 1,000,000, the commission charged to the Supplier is capped at USD 100,000, plus the value of any Procurement Services already rendered to the Customer (i.e., see section regarding Customer regulation).

This cap ensures that Suppliers are not overcharged on high-value transactions and Customers are not double-billed for Procurement services already delivered.

Examples:

Transaction value of the agreed delivery between Customer and Supplier is \$100.000,- HowToRobot issue an invoice of 5% of the agreed contract value equal to \$5.000,-

12. Payment Methods

HowToRobot accepts the following payment methods:

- Credit and/or debit cards offered by our payment provider (Stripe).
- Digital invoice with bank transfer. Request invoice payment on hello@howtorobot.com.

13. Refund Policy

HowToRobot does not offer any refunds from payment of Premium memberships or payment of commissions.

14. Actions if misconduct

Possible actions applied to the Supplier, if misconduct on the Platform is identified. Before any such actions are initiated the Supplier will receive prior information and warning:

- Degradation of the Supplier: The Supplier will for a period of three (3) months be degraded to free membership. After the three (3) months the Suppliers Premium membership will be reactivated.
- Eliminated from future projects: The Suppliers will be limited from submitting proposals on the next 10 matched projects.
- Removal from the Platform: If continuous misconduct of the Platform is identified, the Supplier risk the chance of being permanently removed / deleted from the Platform.

15. Delivery of product and/or Solution

The Supplier is legally responsible to the Customer for fulfilling the purchase placed through the Platform and ensuring the successful delivery and/or implementation of the Solution to the Customer.

Since HowToRobot plays no role in the delivery and/or implementation, HowToRobot cannot be held responsible for any delivery delays by the Supplier. Consequently, the Supplier is responsible to the Customer for all delivery-related issues. Each Supplier has their own delivery terms, which can and should be reviewed by the Customer.

If there is a delay in delivery by the Supplier, the Customer can and should contact the Supplier of the Solution. HowToRobot will not act as a part in any issues, discussion or other conflicts which may arise between the Customer and the Supplier.

Part IV- General regulation

16. Authority of HowToRobot

HowToRobot provides a Platform for both Customers and Suppliers. HowToRobot is independent and doesn't have any commercial engagement or employees at Customers or Suppliers. Neither Party has the right or authority to make any contract, sale or other agreement in the name of, or for the account of the other Party, or to make any representation, or to assume, create or incur any obligation or liability of any kind, express or implied, on behalf of the other Party.

17. Information and communication on HowToRobot

17.1. Accuracy of Information

HowToRobot does not guarantee and assumes no responsibility regarding the:

- existence, quality, safety, and legality of the advertised items
- the truthfulness or accuracy of the content, listings, and feedback
- the ability of Customers to pay; the ability of Users to sell, purchase, and make offers

HowToRobot does not interfere in any way with the Customer or Supplier content and the presentation of the requests or Solutions. The solutions are sold, shipped, and delivered to the Customer by the Supplier under their sole responsibility.

Some Content contained on the Platform has been supplied and obtained from largely HowToRobot and its Users and third parties' websites. While the Content contained on the Platform has been obtained from believed reliable sources, HowToRobot disclaims all warranties as to the accuracy, completeness or adequacy of such information on the Platform and shall not be responsible for the consequences of any errors or omissions in the Content held herein.

Therefore, as Supplier or Customer of HowToRobot Services you accept sole responsibility for the use of the Platform and the accuracy of the information found on HowToRobot.

17.2. AI generated information

The HowToRobot AI-tool generates questions, assumptions, calculations, and recommendations solely based on the information provided by the Customer. All outputs from the AI-tool are for informational purposes only and do not constitute professional advice. The Customer acknowledges that the accuracy, completeness, and relevance of the AI-tool's outputs depend entirely on the accuracy and sufficiency of the information supplied by the Customer.

HowToRobot makes no representations or warranties, express or implied, regarding the correctness, reliability, or applicability of any AI-generated questions, assumptions, calculations, or recommendations. HowToRobot shall not be held liable for any errors, omissions, misinterpretations, or decisions made by the Customer or any third party in reliance on the AI-tool's outputs, particularly where such outputs are based on incomplete, misleading, or false information provided by the Customer.

By using the AI-tool, the Customer accepts full responsibility for verifying the accuracy and suitability of any AI-generated outputs before making decisions or acting based upon them.

17.3. Access and right to the Content

The use of automated processes to login, perform searches, query the database, return results, view or download data, screen-scraping or access any logged-in portions of the Platform is strictly prohibited.

HowToRobot logs any suspicious behavior on the Platform to avoid misuse of the Platform.

The re-sale of Content from the Platform is strictly prohibited.

All Content obtained from the logged in sections of the Platform should be treated as private and confidential, and use of all such Content should be as an end-user only for the User's own use or for the internal purposes or benefit of the User's business alone.

17.4. Data storage and retention

HowToRobot retains event logs related to the use of its services for a period of five (5) years for operational, security, and compliance purposes.

Data generated using HowToRobot's AI-tool is processed by OpenAI and stored by OpenAI for a maximum period of thirty (30) days for the purpose of service delivery, monitoring, and improvement. After this period, such data is deleted from OpenAI's systems in accordance with their data retention policies.

HowToRobot maintains a separate, locally hosted database containing Customer and Supplier information. This local database is not accessible to, shared with, or used by OpenAI or any other third party, except as required by law or with the Customer's explicit consent.

17.5. E-mails (Spam)

HowToRobot uses state-of-the-art technology to recognize filter out unwanted e-mails (spam). It may nevertheless occur that an e-mail is erroneously treated as spam. HowToRobot can therefore not guarantee that the Customers or Suppliers e-mails will be received by the desired recipient.

17.6. Marketing Rights

The User grants to HowToRobot the right to use, reproduce, display, publicly perform and publish the Users trademarks, names, or logos, and to modify any description of the Users Offering published on the Platform solely to correct obvious spelling, grammatical or typographical errors, in connection with the marketing, advertising, or promoting of the User.

17.7. Links and Advertisements

Links to or from websites may be provided on the Platform. These links are provided solely as a convenience to the User and not as an endorsement of the contents of such third-party sites.

HowToRobot is not responsible for any links provided on the Platform by the User or on behalf of the User.

17.8. Privacy

The Customer and the Suppliers right to privacy is of great importance to HowToRobot. HowToRobot refer to our Privacy Policy [insert link]

17.9. Deleting Personal Information

HowToRobot refer to our Privacy Policy regarding your personal information <https://howtorobot.com/cookie-and-privacy-policy>

18. User Obligations

18.1. Login and password

Login passwords are personal and should not be shared with anyone. You are responsible for the safekeeping of the password. HowToRobot is not responsible for any loss or damage suffered by you as a result of other Parties accessing HowToRobot using your passwords. You agree to be solely responsible for any and all use (including any unauthorized use) of your username and password on the Platform when agreeing to these Terms. HowToRobot will be indemnified by you against any loss incurred as a result of such use.

You undertake to notify HowToRobot in writing of any change in the information provided for your account.

18.2. Electronic Communications

When registering as a User on the Platform you choose to receive communications from HowToRobot electronically, usually by e-mail. From time to time, we will send you relevant general news, update notices as well as information about the Platform, site amendments and additional services.

We communicate with you in two ways, either by e-mail or by posting notices on the Platform. When using or visiting the Platform, you agree that all notices and communications that we provide electronically or otherwise, satisfy any legal requirement that such communications should be in writing. Please be aware that unprotected e-mail communication via the internet is not secure and it is subject to possible interception, loss or alteration. HowToRobot is not responsible for and will not be liable to you or anyone else for any damages in connection with any e-mail sent by you to HowToRobot or an e-mail by HowToRobot to you or anyone else at your request.

19. Liability and Indemnification

19.1. Limitations of Liability

HowToRobot will in no event be liable in respect of any incidental, special, exemplary or consequential damages, including, but not limited to, loss of profits, data, opportunity, goodwill and/or revenue, service interruption, delay or disruption on the Platform, computer and/or hardware damage from the use of the Website (including viruses or other malicious software obtained by accessing, or linking to, the Website), system failure (including glitches, bugs, errors or inaccuracies) or the cost of substitute products or services arising out of or in connection with (A) these Terms, (B) the use of or inability to use the Platform or any other service or product provided by HowToRobot, (C) a suspension or other action taken with respect to your account, (D) your reliance on the quality, accuracy, or reliability of job postings, profiles, ratings, recommendations, and feedback (including their content, order, and display), composite information, or metrics found on, used on, or made available through the Website, and (E) your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms.

The liability of HowToRobot to any User for any claim arising out of or in connection with the use of the Platform or any other service and/or product provided by HowToRobot shall not exceed the lesser of: (A) EUR 1,000; or (B) any fees retained by HowToRobot for which the User was involved as Customer or Supplier.

These limitations set out in this section will apply to any liability arising from any cause of action whatsoever arising out of or in connection with the use of the Platform or any other service and/or product provided by HowToRobot, whether based on warranty, in contract, tort (including negligence), strict liability, product liability or otherwise, even if advised of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose. Some jurisdictions do not allow for all of the foregoing exclusions and limitations and, to that extent, some or all of these limitations and exclusions may not apply to you.

19.2. Disclaimer of Warranties

HowToRobot does not make any warranties, whether express or implied, including, without limitation, those of merchantability and ability for a particular purpose, with respect to the Website. Although HowToRobot takes reasonable action to screen the Platform for infection by viruses and other manifesting contaminating or destructive properties, HowToRobot cannot guarantee that it will be free of infection.

19.3. Indemnification

You agree to defend, indemnify and hold harmless the Platform and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (A) your use of and access to the Platform, including any data or content transmitted or received by you; (B) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (C) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (D) your violation of any law, rule or regulation of the United States or any other country; (E) any claim or damages that arise as a result of any of your User Content or any that are submitted via your account; or (F) any other party's access and use of the Platform with your unique username, password or other appropriate security code.

20. Termination and Suspension

20.1. Termination

You may terminate this agreement at any time by written notice to hello@howtorobot.com or by deleting your account. HowToRobot may terminate this agreement and your account for any reason by providing 30 days' notice by email or using any other contact information you have provided for your account. HowToRobot may also terminate this agreement immediately and without notice and stop providing access to the Platform if you breach these Terms or any other terms, policies and/or conditions, or we reasonably believe termination is necessary to protect HowToRobot, its Users, or third parties.

20.2. Effect of Termination

In the event you properly terminate this agreement and/or your account, your right to use the Website and the services provided by HowToRobot is automatically terminated, and your account will be closed. Except as otherwise required by law, if your account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Website, and any closure of your account may involve deletion of any content stored in your account for which HowToRobot will have no liability whatsoever. HowToRobot, in its sole discretion and as permitted or required by law, may retain some or all your account information.

20.3. Survival

Upon termination of the agreement between you and HowToRobot, the terms, policies and conditions that expressly or by their nature contemplate performance after these Terms terminate or expire will survive and continue in full force and effect.

21. Miscellaneous

21.1. Interpretation

Except as they may be supplemented by additional terms, conditions, policies, guidelines etc., these Terms constitute the entire agreement between HowToRobot and you pertaining to your access and use of the Website and the services, features and/or products provided by HowToRobot, and supersede all prior oral or written understanding or agreement between HowToRobot and you.

If any provision of these Terms is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, the other provisions shall remain in full force and effect and shall not affect the validity and enforceability of the rest of these Terms.

21.2. Right to make changes

HowToRobot reserves the right to change, update or discontinue any aspect of the Platform at any time without prior notice or consent from Users. Your continued use of the Platform after any such changes constitutes your agreement to these Terms and Conditions, as modified.

We will do our best to provide constant, uninterrupted access to the Platform, however, we do not guarantee this. We accept no responsibility for any liability, interruption or delay or that it will be available at any time or location.

21.3. Assignment

You may not assign or transfer these Terms, or any of your rights or obligations hereunder, without HowToRobot's prior written consent in the form of a written instrument signed by a duly authorized representative of HowToRobot. HowToRobot may in its sole discretion assign these Terms and any other terms, policies, guidelines etc. incorporated by reference hereto without your consent. Any attempted assignment or transfer by you in violation with these Terms will be deemed null and void.

21.4. Modification

HowToRobot may, in its sole discretion, amend these Terms and Conditions and any of the other policies that comprise the Terms and Conditions at any time. In case of material changes to the Terms and Conditions, HowToRobot will post the revised Terms and Conditions on the Platform and update the "Last updated" date in the introduction to these Terms and Conditions.

If you disagree with the revised Terms and Conditions, you may terminate this agreement immediately as provided in these Terms and Conditions. We will inform you about your right to terminate the agreement in the notification e-mail. If you do not terminate your agreement before the date of the revised Terms and Conditions become effective, your continued access to or use of the Platform will constitute acceptance of the revised Terms and Conditions.

21.5. Severability

If any provision of this Terms and Conditions becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction by reason of the scope, extent, or duration of its coverage, then such provision shall be deemed amended to the extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Terms and Conditions shall continue in full force and effect.

21.6. No waiver

HowToRobot's waiver of any right or remedy under these Terms is only effective if given in writing. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

A failure or delay by HowToRobot to exercise any right or remedy provided under these Terms shall not constitute a waiver of that or any other right or remedy.

21.7. Force Majeure

HowToRobot will not be liable for the failure to perform, or any delay in performance of, any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of HowToRobot.

21.8. Governing Law and Venue

These Terms and Conditions of the Platform are governed by Danish law. Although they are drafted in English, Danish law is applicable. The competent court is the Court of Copenhagen.