Handyman

General Terms and Conditions

PART 1: GENERAL TERMS AND CONDITIONS FOR ALL HANDYMAN'S SERVICES

1. Introductory terms

1.1 The parties to the Agreement are Handyman, as the provider of the Service, and the entity ("**Customer**") as stated in the order confirmation, agreement or any other contract with Handyman ("**Agreement**"). "**Customer**" means, among other things, but not limited to, persons or entities marketing or selling Handyman's Services, as well as customers and end-customers who make use of Handyman's Services.

1.2 The contractual relationship for the provision of the Service from Handyman to the Customer ("**Contractual Relationship**") is governed by the following documents and, unless otherwise stated in these documents, they shall take precedence in the following order in the event of any inconsistency: (i) the Agreement, (ii) Service Terms for Handyman's Services, Handyman's Field Services or Handyman's API Services ("**Service Terms**"), (iii) these General Terms and Conditions for All Handyman's Services ("**General Terms and Conditions**"), and (iv) data processing agreement in accordance with the data protection regulations ("**Data Processing Agreement**"). Hereafter, the mentioned documents (i-iv) will be defined as "**Contractual Documents**".

1.3 Any delivery of any product or service by Handyman is governed by the General Terms and Conditions and the applicable Service Terms. Handyman is under no obligation to deliver the Service if the Customer does not accept the General Terms and Conditions and the Service Terms. The "**Service**" means any product or service Handyman shall provide to Customer in accordance with the Contractual Documents. "**Handyman's Services**" means the products and services offered by Handyman from time to time. Any product, subscription or license constitutes a service from Handyman.

1.4 Any delivery of a product or service based on the Agreement before the Start Date is subject to the Contractual Documents, including the General Terms and Conditions and Service Terms.

1.5 The Contractual Documents become binding upon acceptance by the Customer, regardless of whether they are signed. The Customer is deemed to have accepted the Contractual Documents when one of the following has occurred: (i) upon acceptance of an offer, (ii) upon issuance of an order confirmation, (iii) upon signing, (iv) when the Service is taken into use, (v) upon payment of an invoice, or (vi) upon payment for the Service in its entirety. The Contractual Documents can be signed electronically.

2. The Term and termination

2.1 Unless otherwise stated in the Contractual Documents, the term of the Contractual Relationship ("**Term**") is 36 months from the Start Date.

2.2 The "**Start Date**" for Handyman Field Services means the first day of the first workshop started. If the Service does not entail an implementation phase, the "**Start Date**" for Handyman's Field Services means the date stated in the Contractual Documents or the first invoice relating to the Service, whichever is first in time. Licenses are invoiced the following month after signing.

2.3 The Term applies to every subscription or license.

2.4 Unless otherwise stated in the Contractual Documents, the Contractual Relationship is automatically renewed with a new Term of 12 months at a time until it is terminated in accordance with item 2.5.

2.5 Unless otherwise provided in the Contractual Documents, either party may terminate the Contractual Relationship with a notice period of three months at the end of the Term. The termination must be in text form. The Customer's termination shall be sent to Handyman´s support service.

3. The Customer's access to the Service and intellectual property rights

3.1 The Customer acknowledges that the Product, including source code, documentation, trademarks, and other materials to which Handyman holds copyright, is the full property of Handyman. Handyman hereby grants the Customer a time-limited, non-exclusive and non-transferable right to use the product for the Customer's internal business purposes, during the Term. Unless otherwise agreed, the Service does not include a license or rights to the software or access to the source code, but only a subscription with access to the software's functions during the Term. The right of use is conditional upon full payment.

3.2 The Customer is prohibited from transferring usage rights or sublicenses to third parties.

3.3 The Customer is granted access to the Service. The Customer is obliged to provide access to the Service to no more than the number of users agreed upon and paid for. Unless otherwise agreed, the Service does not entail any license or other rights to the software or access to the source code, but only a subscription with access to the software's features for the duration of the Term.

3.4 Handyman retains all intellectual property rights to any software and documentation made available to the Customer as part of the Service (regardless of whether the Customer has paid Handyman for modification of software or documentation), including source code, unless it is provided by a third-party and subject to the third-party's rights. The Parties' intellectual property rights do not change through entry into their Contractual Relationship, and the Parties retain their intellectual property rights during the Term.

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3.5 The Customer does not have the right to amend or otherwise make changes to the software or documentation. The Customer does not have the right to make changes, perform reverse engineering or make copies of any software or documentation, except for backups if necessary for future use. Backups must be deleted upon termination of the Contractual Relationship. "Software" means all software, regardless of the medium, including copies of such software.

3.6 In the event of a sale of the business, the Customer shall provide written notice of the transfer to Handyman, which will, if desired, establish an agreement with the new owner and transfer the usage rights of the Product as well as the Maintenance and Support Agreement to them. Any consulting assistance and other support from Handyman in this regard will be billed according to the applicable hourly rates at any given time.

3.7 Any breach by the Customer of this item 3 (see item 10) is considered a material breach of contract and grants Handyman the right to terminate the Contractual Relationship with immediate effect, after written notification and a description of the breach, should an adequate remedy period expire without resolution, and demand full compensation for any loss incurred.

4. Administration and control of Handyman's Services

4.1 The Customer shall administer and control the Service themselves, including but not limited to System Administrator tasks, e.g. ensuring that information processed in connection with the Service is correct and that the Customer receives the reports that the Customer wants and that are available as part of the Service. The Customer undertakes to verify that data made available or processed as part of the Service is correct.

4.2 The Customer undertakes to ensure that data processed in connection with the Service is processed in a lawful manner.

5. Operation, maintenance, service level and support

5.1 Unless otherwise agreed, the provision of the Service shall occur within Handyman's operating environment using Handyman's standard machine equipment.

5.2 During the Term, Handyman shall provide updates necessary for maintaining the contractual compliance of the software and shall inform the Customer about these updates and their deployment.

5.3 Handyman has the right to update the software with new versions.

5.4 Handyman has the right at any time to update the Service with new or changed functionality.

5.5 The Customer is responsible for access to the internet.

5.6 The Service comes with an uptime of 99% during the Service's core time from 07:00 to 22:00 Monday to Friday, excluding national holidays. Downtime is measured as the number of minutes and hours that the Service is not available to the Customer during the core time in one quarter. A quarter is defined as January-March, April-June, July-September and October-December. The following elements are not included in the downtime: (i) scheduled maintenance, and (ii) downtime due to circumstances beyond Handyman's control. In the event of uptime lower than 99%, the fee shall be reduced. The customer is not entitled to exercise their right to reduce and lower the ongoing fee unless the reduction claim is undisputed or legally binding. The Customer's right to claim a fee reduction is limited to cases where the reduction claim is undisputed or legally binding. Any existing rights to reclaim overpaid fees, including those arising from unjust enrichment, remain unaffected.

5.7 Payment of the fee entitles the Customer to reasonable support Services during the Term. Support Services means: (i) guidance on the use of Handyman's Services, and (ii) management of inquiries escalated to Handyman's Consultancy and/or Research & Development Services. Neither Handyman's Consultancy or Research & Development Services form part of the support Services and shall be charged as an additional charge in accordance with elapsed time.

5.8 When the Customer is responsible for the operating environment, the Customer shall perform back-up of the data processed as part of the Service, e.g. on the Customer's own server or on the Customer's own computers. The Customer safeguards and is solely responsible for safeguarding data with a firewall and antivirus software, which shall be installed and maintained at all times in accordance with good IT practices.

6. Fees and payments

6.1 The Customer shall pay the fee for the Service as set out in the Contractual Documents.

6.2 The fee for additional services will be invoiced according to the prices applicable at any given time. All prices are understood to be per hour, per license/subscription, or per unit, plus value-added tax, unless stated otherwise. The invoice and payment for the service are due in advance, unless the fee is calculated based on time spent. The fee is due on the date specified on the invoice. If the due date is not specified on the invoice, the billed amount is due 14 days after the invoice date. If the Customer believes that an issued invoice contains an error, the Customer is requested to submit a written complaint to Handyman before the payment deadline.

6.3 All hourly rates are based on work being performed within the normal working week. Work beyond normal working hours will entail an additional charge or may be agreed separately.

6.4 The Customer is not entitled to offset claims unless the counterclaim is undisputed or has been legally established. The Customer is only entitled to withhold payment to the extent that the right of retention is based on the same contractual relationship. In the event of payment default, interest for late payment shall be applicable in accordance with general principles of national civil law relating to late payment. In addition to

default interest, a contractual penalty may be imposed, unless the Customer is not responsible for the breach. If the Customer is in default of payment of a recurring fee, the contractual penalty amounts to one quarter of the fee due. This contractual penalty is incurred at the beginning of each additional billing period during which the Customer is in default. If the Customer is in default with the payment of an additional, one-time fee, a contractual penalty amounting to one quarter of the due fee shall accrue monthly starting from the onset of default. However, in this case, the contractual penalty shall not exceed the amount of the due fee. Handyman retains the right to withhold all or part of the Service until payment is received in full.

7. Customer's cooperation and changes in the Customer's contact information

7.1 The Customer shall ensure that its operational and IT systems are well-functioning and compatible with the Service. The Customer is responsible for maintaining the necessary expertise for the personnel's use of the Service and for actively ensuring the teaching/training of its own users of the Service. The Customer cannot invoke errors that the Service has caused because of the Customer's lack of expertise, lack of suitability of its IT or other systems for the Service, or misuse.

7.2 The Customer will be charged for time spent on additional work caused by circumstances in the Customer's IT systems, lack of expertise or incorrect use by the Customer.

7.3 For on prem costumers, Handyman must have access to the Customer's IT systems for all Handyman's Services with associated response times. If it is not possible to access the Customer's IT systems, Handyman shall be compensated, and the Customer will be charged for any additional costs.

7.4 The Customer is obliged to notify Handyman without undue delay in the event of changes to its contact details, including changes in address, email address and telephone number. Such notification shall be sent to the support listed in the commercial agreement. If such changes are not reported, the Customer is responsible for any losses and additional costs that may arise because of this, including but not restricted to, incorrectly addressed post or other enquiries from Handyman or its affiliates.

8. Handyman warranty

8.1 Handyman shall, within a reasonable timeframe, correct errors and defects for which Handyman is solely and directly responsible and which the Customer reports, unless otherwise stated in the Support and Maintenance Agreement, or any other separate written agreement. Handyman retains the right to decide whether errors or defects should be rectified by the Customer, Handyman or third-party.

8.2 Unless otherwise agreed, Handyman's services are standard products and services that are sold, rented, or licensed, whether provided on-premises or via cloud, as set out at the commencement of the Contractual Relationship. Handyman does not guarantee or accept responsibility for Handyman's Services meeting the Customer's specific requirements or needs.

8.3 Errors and defects outside of Handyman's scope of responsibility, including but not limited to user errors, circumstances for which the Customer is responsible, third-party errors or similar, are not covered by the warranty. The warranty does not cover the reconstruction of data if the Customer has lost data as a result of circumstances for which Handyman is not responsible or has control of, including, but not limited to, errors or defects in the data provided by the Customer, errors in the Customer's user software for which Handyman is not responsible, and errors or missing information for Handyman (such as changes in data conditions).

8.4 If Handyman is subject to additional resource use because of circumstances for which the Customer is responsible, the Customer shall remunerate Handyman for such Handyman's increased resource use.

8.5 For the warranty to apply, all the following criteria shall apply:

a) The Customer shall have a paid for and valid agreement.
b) The Customer shall have entered into a Support and Maintenance Agreement for Handyman's Field Service Solutions, which the parties have agreed that Handyman will provide, regardless of whether the solution is deployed on-premises or in the cloud.
c) The Customer shall have complained in writing without undue delay and in any event within 20 working days after they discovered, or should have discovered, the error or defect. Complaints should be sent to Handyman´s support. The Customer is not entitled to compensation under the warranty if the Customer has not reported the error or defect in accordance with this provision. When applicable, the Customer shall have updated software as instructed by Handyman.
d) The Customer shall have complied with all their obligations under the Agreement.

8.6 The Customer accepts that Handyman has an unconditional right to carry out reasonable maintenance in its IT systems, when and to the extent necessary, regardless of what is stated in other terms of the Contractual Documents.

8.7 The warranty applies to software provided by Handyman for as long as the Customer has the relevant subscription.

8.8 The customer is aware that the risk of security and data breaches in Handyman's IT systems cannot be ruled out.

8.9 Warranty claims under item 8 exist alongside and independently of any statutory warranty rights.

8.10 Handyman may offer to fix errors or defects that are not covered by the warranty. Such correction is offered as a payable additional service.

9. Privacy

9.1 Handyman will process personal data to the extent necessary to provide Handyman's Services as provided in the Contractual Documents. The processing of data collected under this Agreement is conducted in accordance with the General Data Protection Regulation (GDPR) and other relevant data protection laws. The Customer is solely responsible for ensuring a lawful and adequate basis for processing with respect to all individuals whose personal data is processed as part of the Customer's use of Handyman's Services and for obtaining the consent of those individuals to the extent necessary.

9.2 Regarding the scope and purpose of data collection, as well as information on the rights of the individuals concerned, reference is made to agreed Data Processing Agreement.

9.3 Handyman may contact designated representatives of the Customer regarding marketing or services or products, including by email, for example in connection with the development or launch of new services or products, if a consent for this has been given from these representatives, or if any other legal basis is in place for such activity.

10. Material breach

10.1 The Agreement can be terminated by either party for good cause – without observing a notice period – within a reasonable period of time from the time the reason for termination becomes known. An important reason exists if, considering all the circumstances of the individual case, in particular the fault of the contractual parties, and weighing the interests of both parties, the terminating party cannot reasonably be expected to continue the Contractual Relationship until the expiry of the notice period or until the Contractual Relationship is otherwise terminated. If the good cause consists of the breach of a material contractual obligation, termination shall only be admissible after written notification and description of the breach and the unsuccessful expiry of a 30-day remedy period.

10.2 There is also good cause for termination if the Customer (i) is in default of payment of the fee or a significant portion of the fee for two consecutive dates or (ii) is in default of payment of the fee in an amount equal to the fee for two months in a period extending over more than two dates. In this case, Handyman reserves the right to suspend or block the Service. The Customer will be charged EUR 500 upon restart of the Service to cover Handyman's costs, unless the Customer has reasonable grounds for defaulting on its payment. In the event of the Customer's misuse of Handyman's service, including for storing illegal data, storing data that is to the detriment of Handyman or Handyman's other customers, or if stored data may threaten Handyman's security, Handyman shall be entitled to terminate the Contractual Relationship with immediate effect and without notice.

10.3 The Service shall not be used in violation of applicable laws or third-party rights, including human rights, data protection rights or intellectual property rights such as copyright. The Customer's breach of this condition shall be deemed to be a material breach.

10.4 In the event of termination pursuant to item 10.1, the Customer will be obliged to discontinue the Service without undue delay and within one month after the termination of the Contractual Relationship. In the case of termination for cause attributable to the Customer, Handyman shall be put in the economic position it would have been in had the contract been properly fulfilled without termination. This includes compensation for fees that would have been incurred had the contract continued until the earliest point the Customer could have initially terminated the contract ordinarily. However, the Customer retains the right to prove that no such damage has occurred to Handyman or that the damage is significantly lower.

11. Limitation of liability

11.1 Handyman's liability is excluded unless a case under clauses 11.2 and/or 11.3 applies. In particular, Handyman is not liable for defects existing at the time of contract conclusion, insofar as no case under 11.2 and/or 11.3 applies. Except for the application of clauses 11.2 and/or 11.3, Handyman has no liability if the Service is put out of service, or errors or losses are suffered by the Customer through external influence, including errors or damage resulting from circumstances on the Customer's part, other software or the interaction between Handyman's Services and the Customer's own software/hardware, suppliers, other network operators or subcontractors (including crashes or operational disruptions on the internet), or losses resulting from a breach or the coming to an end of agreements with third-parties. For example, Handyman is not responsible if the Customer uses the Service in violation of instructions or guidance from Handyman, or for a purpose that is not compatible with the purpose of the Service.

11.2 Handyman has unlimited liability

- in cases of intent or gross negligence,
- for injury to life, body, or health,
- in other cases where liability is mandatory by law.

11.3 In the event of a simple negligent breach of a duty, the fulfilment of which is essential for the proper execution of the contract and on which the contractual partner may regularly rely (cardinal duty), Handyman's liability is limited to the amount of damage foreseeable and typical for the type of business in question.

11.4 The limitations of liability also apply in favour of any statutory representatives, senior executives, and vicarious agents of Handyman who may be involved.

11.5 Handyman may without any liability temporarily suspend the Service at any time if this is necessary to service, inspect or repair its systems, regardless of any other provisions in the Contractual Documents between Handyman and the Customer. Such service or similar shall be carried out as quickly as practicable.

11.6 If Handyman cannot contact the Customer using the Customer's stated address or telephone number,

Handyman cannot be held responsible for any consequences resulting from their inability to contact the Customer.

11.7 Handyman is not responsible for downtime if this is due to errors on mobile devices, infrastructure (server/databases), third-party integrations/connections, lack of or inadequate backup, virus attacks, or other circumstances beyond the control of Handyman. Handyman will charge the Customer for all work performed because of such errors.

11.8 The Customer is not entitled to reduce payment in the event of defects, unless the claim for reduction is undisputed or legally established. Any existing right to reclaim overpaid fees under the provisions of unjust enrichment remains unaffected.

11.9 Handyman's liability under this Agreement shall in no event exceed an amount equal to the fees paid by the customer for the Services during the twelve (12) months preceding the event giving rise to the claim, or NOK 2,000,000, whichever is lower.

12. Pricing and terms changes

12.1 Handyman shall have the right to change the contractually agreed fee with a written notice of six weeks prior to the effective date of the change. Any change may generally occur no earlier than 3 months after the conclusion of the Agreement or after the last fee change. A change may only be made if the costs for providing Handyman's contractual services change, among other things, due to altered labour, material, subcontractor, or other costs or fees, or due to other market changes, due to legal requirements and currency fluctuations. Handyman has the right to adjust the fee based on indexation. Such adjustment must not alter the original ratio of performance to consideration that existed at the time of the conclusion of this Agreement. The increase must be reasonable and not contrary to the market trend relevant to the service. If the licensor does not state any other reasons for a price change, it shall be made in accordance with the development of the consumer price index of the Federal Statistical Office calculated from the last price adjustment or, if no price adjustment has yet been made, from the conclusion of the contract. In the event of an increase of more than 10%, the licensee is entitled to terminate the contract with a notice period of 2 months to the effective date of the increase."

12.2 Handyman reserves the right to make changes to these General Terms and Conditions with a notice period of six weeks prior to the change, provided that such changes are objectively justified. A change is considered objectively justified in the event of changes in legislation, significant changes in market conditions including technical developments, requirements due to security or comparable circumstances that were not foreseeable at the time the Agreement was concluded. Changes that alter the balance of performance and consideration existing at the time of contract conclusion are excluded. Such changes require the express consent of the Customer. Handyman will notify the Customer of the respective change in writing or by email. At the same time, the Customer will be expressly informed that the respective change will become part of the Agreement if the Customer does not object to this change in writing or by email within a period of six weeks from the notification of the change.

12.3 The General Terms and Conditions and Service Terms applicable at any given time are referred to in order confirmations and invoices. A copy of Handyman's General Conditions and Service Conditions can also always be found at our website or can be obtained by contacting Handyman's support.

13. Force majeure

13.1 If one of the parties is unable to fulfil its contractual obligations due to an event of Force Majeure, or is unable to fulfil them completely or in a timely manner, or if this is foreseeable, the affected party shall immediately inform the other party in writing of the nature of the event and the anticipated effects on its contractual obligations, in particular on the performance of services. The following circumstances in particular shall be regarded as Force Majeure: acts of war or hostilities; sabotage; natural disasters; pandemics; epidemics; power, internet or telecommunication failure triggered independently of the parties as well as cyberattacks for which the parties are not responsible; fire, explosion, flood for which the parties are not responsible; labour dispute lasting longer than six weeks and not culpably caused.

13.2 The party affected by a Force Majeure Event shall be released from the performance of its contractual obligations for as long as the Force Majeure Event continues. This shall not apply if the affected party has not complied with its duty to inform. The Customer shall be released from its obligation to pay the fee to the extent and for the duration for which the Contractor is released from its obligation to perform. If and to the extent that the Customer is prevented from fulfilling a cooperation due to an event of force majeure, the default of acceptance shall be excluded.

13.3 The party prevented from performing its contractual obligations by a Force Majeure Event shall make all reasonable efforts to limit the effects of the Force Majeure Event on its contractual obligations, particularly the performance of the Services, as far as possible.

13.4 As soon as the Force Majeure Event has ended or its end is foreseeable, the affected party shall inform the other party and resume performance of its contractual obligations.

14. Other provisions

14.1 All sales information, including website, pitches and other sales material, is not binding, unless explicitly

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referred to in the Contractual Documents. Handyman is not bound by the Customer's terms or conditions.

14.2 Handyman has the right to transfer the Contractual Relationship to another party.

14.3 All information that the parties become aware of in connection with the implementation of the Contractual Relationship shall be treated confidentially. The parties shall ensure that employees, subcontractors and third-parties adhere to confidentiality requirements, including after any departure, on matters as mentioned above. The duty of confidentiality ends five years after the termination of the Contractual Relationship. The duty of confidentiality does not prevent information from being disclosed if this is required by applicable law or regulations. In cases where the Customer is a corporate entity, the duty of confidentiality also does not prevent the Customer's name being used by Handyman in connection with marketing unless The Costumer objects to such use by email or writing.

14.4 Each party is responsible for its own subcontractors.

14.5 Should any of the foregoing provisions be or become invalid, or should a necessary provision be missing, the validity of the remaining provisions shall not be affected. In such a case, the parties shall endeavour to find an amicable arrangement.

15. Applicability of Field Service terms

15.1 In addition to the provisions above, these Service terms for Handyman Field Services under apply to all Handyman Field Services. "Handyman's Field Services" means Handyman's software for mobile order handling. Depending on the content of the Contractual Documents, the Service may entail a permanent licence, a time-limited subscription, support and maintenance, hosting and/or consultation.

16. The Start Date of Handyman Field Services

16.1 The "**Start Date**" for Handyman Field Services means the first day of the first workshop is started. If the Service does not entail an implementation phase, the "**Start Date**" for Handyman's Field Services means the date stated in the Contractual Documents or the first invoice relating to the Service, whichever is first in time.

17. Customer data

17.1 If personal data is collected during data transmission, the processing of the data will be carried out in accordance with the General Data Protection Regulation (GDPR) and other relevant data protection laws. In such cases, a DPA must always be drafted and signed between the parties.

18. Dispute resolution

18.1 The contractual relationship is governed by applicable national laws and regulations. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is the location for the Handyman office. Handyman remains entitled to bring an action at the general place of jurisdiction of the Customer.

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PART 2: SERVICE TERMS FOR HANDYMAN'S API SERVICES

19. Applicability of API Service terms

19.1 In addition to the provisions in Part 1, these terms and conditions for Handyman's API Services apply to all Handyman's API Services. "Handyman's API Services" means a service that entails Handyman making data available to the Customer via Handyman's API under the Agreement. "Handyman's API" means Handyman's "Application Programming Interface" that will be used to provide a Handyman API Service.

20. Using Handyman's API Services

20.1 Handyman's API Services shall only be used by Handyman's customers.

20.2 If Handyman's API Service forms part of the Service, the Customer is granted a non-exclusive and non-transferable access to data made available through Handyman's API. The access provided to the Customer shall only be used in accordance with Handyman's documentation.

20.3 Handyman has an unilateral right to restrict the use of Handyman's API Services, including the number of API requests or the number of users of Handyman's API Services. Such changes will be communicated to the Customer in writing or by email 30 days in advance, unless an immediate change is necessary. Customer must have Handyman's prior written consent to use Handyman's API Services beyond such restrictions. In making its decision regarding the use despite the existing restrictions, Handyman will adequately consider the interests of the Customer.

20.4 The Customer may provide access to Handyman's API Services to an API Third-Party. An "API Third-Party" means a third-party to whom the Customer has provided direct or indirect access to Handyman's API Services. The Customer must confirm in writing to Handyman that an API Third-Party shall be granted access to the Customer's data through Handyman's API Services. If the Customer gives an API Third-Party access to data made available through Handyman's API, only the Customer and not Handyman is responsible for an API Third-Party's processing of such data, including but not limited to ensuring that such processing takes place in accordance with applicable laws and regulations. The Customer shall indemnify Handyman for all consequences that API Third-Party processing of such data may entail, including but not limited to any consequences of violations of applicable laws and regulations.

20.5 To make use of Handyman's API Services, the Customer or API Third-Party must register information that Handyman deems necessary.

20.6 The Customer must ensure that their use of the Handyman API services does not transmit computer viruses, malware or software to Handyman's IT systems or in any way damage or affect Handyman's IT systems or data processed in Handyman's IT systems. The Customer shall indemnify Handyman for any breach of this obligation. Handyman has the right to suspend Handyman's API Services if there is a suspicion that the Customer's or API Third-Party's use of Handyman's API Services poses a security threat.

21. Limitation of liability

21.1 Unless otherwise stated in the General Terms and Conditions or these Service Terms, Handyman offers no warranties regarding Handyman's API Services, including but not limited to the reliability of data available through Handyman's API or availability of Handyman's API. Handyman's API Services are offered according to the "as is" principle.

21.2 Any warranty pursuant to the applicable rules, laws or regulations shall not apply in connection with Handyman's API Services, unless such a warranty is mandatory.

22. Compliance

22.1 To the extent an API Third-Party processes personal data, the API Third-Party is the Customer's data processor and not Handyman's sub-processor. The Customer is obliged to enter into a lawful data processing agreement (DPA) with the API Third-Party to the extent necessary.

Participants

GSG HANDYMAN Norway

Signed with E-sign

17-09-2025 15:32:24 UTC

Signatory

Date

Torben Winther Kristensen
torben.w.kristensen@gsgroup.dk

Delivery channel: Email
IP Address: 195.159.233.66