

## Terms and conditions

These terms and conditions (“Agreement”) set forth the general terms and conditions of your use of the “Navi App” mobile application (“Mobile Application” or “Service”) and any of its related products and services (collectively, “Services”). This Agreement is legally binding between you (“User”, “you” or “your”) and BOGBALLE A/S (“BOGBALLE A/S”, “we”, “us” or “our”). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this agreement, in which case the terms “User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the Mobile Application and Services. By accessing and using the Mobile Application and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and BOGBALLE A/S, even though it is electronic and is not physically signed by you, and it governs your use of the Mobile Application and Services.

### Links to other resources

Although the Mobile Application and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link in the Mobile Application. Your linking to any other off-site resources is at your own risk.

### Limitation of liability

To the fullest extent permitted by applicable law, in no event will BOGBALLE A/S, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. Furthermore BOGBALLE A/S cannot be held responsible for any kind of crop damage, loss of data or consequential losses thereof.

### Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Denmark without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Denmark. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Denmark, and you hereby submit

to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

### **Changes and amendments**

We reserve the right to modify this Agreement or its terms related to the Mobile Application and Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Mobile Application and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

### **Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Mobile Application and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Mobile Application and Services.

### **Contacting us**

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

[bogballe@bogballe.com](mailto:bogballe@bogballe.com)

BOGBALLE A/S - Bøgballevej 78 - DK-7171 Uldum

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