

Terms of Service

These terms govern your use of the biosuite platform and services.

biosuite ApS · Version 1.0 · Effective date: 1 August 2026

Thank you for choosing **biosuite** as your financial software for managing procurement, invoices, and spending. Because we will be doing business together, we need to have some terms and conditions to clarify how that will work.

When we say "**Company**", "**we**", "**us**" or "**our**" in this document, we mean **biosuite ApS** (company reg. no. 46609166), a company registered in Copenhagen, Denmark. When we say "**Service**" or "**Services**" (singular or plural), we mean our web application and any related websites, APIs, or services offered by biosuite. When we say "**Customer**", "**you**", or "**your**", we mean the business or individual user that has registered an account with us and uses our Services. An "**Account**" (or "**Subscription**") refers to the instance of the biosuite Service that you have signed up for. Multiple people within the same company can have individual user logins under one Account. We refer to each such authorized individual as a "**user**" under your Account (for example, your colleagues or team members who have their own login).

The biosuite platform is developed and maintained by September Development ApS, a company focused solely on programming and product development. Your agreement, account, and all aspects of customer service are handled by biosuite ApS, which is responsible for delivering the Service to you. September Development ApS does not engage directly with customers and is not a party to this agreement. All obligations and support under these terms are the responsibility of biosuite ApS.

These Terms of Service (the "Terms") form a legally binding agreement between you and us. By using our Services, you agree to the latest version of these Terms. We may update these Terms from time to time; if changes are significant, we will notify you (for example, via email or in-app notification) and always provide at least 30 days' notice for any material updates. Continued use of the Service after updates take effect signifies acceptance of the revised Terms. We value long-term relationships with our customers, but please understand that violation of these Terms may result in suspension or termination of your account.

1. Account terms

Registration, security, and account management

1.1. Eligibility and registration: You must register an account with us as a legal business entity that you have authority to represent. A valid business name and business email address are required when signing up for an account. We reserve the right to terminate accounts

registered under a business name that you do not legally represent. The Service is provided solely for business (B2B) use and is not intended for or directed at consumers.

1.2. Account roles: Depending on your subscription plan, your Account may support multiple users with different roles (for example, **Standard Users** and **Administrators**). Administrators have elevated permissions such as managing users, settings, or billing. Each user must be associated with a single individual; shared logins are not permitted (see 1.4).

1.3. Account security: You are responsible for maintaining the security of your account credentials. Please use a strong, unique password and ensure that all users under your Account do the same. The Company cannot be held liable for any loss or damage resulting from weak passwords or negligence in safeguarding login information.

1.4. No shared accounts: Every user login is personal. You are not allowed to share a single user account among multiple people in your organization. Each person who needs access must have their own user account and credentials.

1.5. Responsibility for activities: You are responsible for all actions and content occurring under your Account. This includes any data uploaded, transactions made, or communications sent using the Service by you or any users under your Account. Please ensure that your team members use the Service in compliance with these Terms.

1.6. Legal compliance: You are responsible for complying with all laws and regulations applicable to your use of the Services. This includes any financial, data protection, or export control laws relevant to the procurement, invoicing, and spending data you manage with biosuite.

1.7. Account integrity: All information you provide to us during registration or in the course of using the Service must be truthful and accurate. If we discover (or reasonably suspect) that your Account information is false, misleading, or associated with a business entity you do not represent, we reserve the right to suspend or terminate your Account.

1.8. Right to suspend or terminate: The Company reserves the right to suspend or terminate your Account at any time, at our discretion, and without liability, if we determine that you have violated these Terms or if continued provision of Service to you is not commercially viable (for example, due to legal compliance issues or repeated misuse). We will make good faith efforts to notify you in such cases, but in serious violations we may disable the Account immediately (see Section 4 on Termination).

2. Acceptable use and restrictions

Guidelines for proper service usage

2.1. Intended use: You may use biosuite only for its intended purpose: managing and analyzing business financial data such as procurement records, invoices, and spending information for your internal business operations. Any other use of the Service is not permitted. We always welcome your feedback and ideas for improvement, but you agree not to misuse the Service in ways it wasn't designed for.

2.2. Prohibited activities: The following is a non-exhaustive list of prohibited uses of our Service. It is intended to illustrate the spirit in which the Service should be used, and not every unacceptable use may be listed. You agree **not** to use biosuite in any manner that:

- **Violates applicable laws or regulations**, including but not limited to financial, tax, and data protection laws.
- **Attempts unauthorized access** to any part of the Service, accounts, or systems of other users.
- **Introduces malicious software** (malware, viruses, spyware) or engages in any form of hacking, probing, or scanning for vulnerabilities.
- **Misuses financial data** uploaded to the Service, including attempting to manipulate or falsify records.
- **Infringes intellectual property rights** of biosuite or any third party (for example, using the Service to distribute or store infringing materials).
- **Overloads or disrupts** the Service or its infrastructure (e.g., excessive API calls or automated scraping without permission).

2.3. License grant: Subject to these Terms and the payment of any applicable fees, the Company grants you a limited, non-exclusive, non-transferable, revocable license to use the Service for your internal business purposes only. This means you can use biosuite within your organization, but you may not resell or redistribute our software to others.

2.4. No tampering or reverse engineering: You shall not sublicense, rent, lease, sell, resell, distribute, or otherwise transfer the Service to any third party. You also shall not copy, modify, adapt, translate, reverse engineer, decompile, or create derivative works of the Service. Any attempt to bypass or disable security measures we have put in place, or to interfere with the proper working of the Service, is strictly prohibited.

2.5. No overloading the system: Do not take any action that imposes an unreasonable or disproportionately large load on our infrastructure or that of our third-party providers. We reserve the right to determine what is considered an unreasonable load on the system. If your use of the Service is excessively heavy and negatively impacts overall system performance, we may temporarily suspend your access and will work with you to resolve the issue.

2.6. Consequences of unacceptable use: Any use of the Service that violates the above acceptable use restrictions or any other provision of these Terms is considered a material breach. In the event of such a breach, we may immediately suspend or terminate your account without notice. We also reserve the right to take appropriate legal action to enforce these Terms. Where required by law, we will report any unlawful misuse of the Service to the appropriate authorities.

2.7. Restricted data: The Service is designed for ordinary business procurement and spend data. You must not upload or submit through the Service: (a) personal data relating to patients or clinical trial/study subjects, or other special categories of personal data under Article 9 GDPR; (b) government-issued personal identifiers (such as national ID, CPR, or passport numbers); (c) payment card data; or (d) biometric data. If a document contains such data, you must redact or remove it before upload, or refrain from uploading the document. The Company may delete restricted data uploaded in breach of this section and shall have no liability for such data; where practicable, we will notify you before or promptly after deletion. For clarity, ordinary commercial contract terms (including protocol references, milestones, and pricing in CRO or study agreements) and standard invoice details do not constitute restricted data. Where an ordinary supplier invoice contains the supplier's bank or payment account details, those details remain part of the stored source document only. They are not retained, indexed, or made available as structured data by the Service, and they are not used for any payment purpose. The Service must not be used as a system of record, a verification tool, or a control for such details (see Section 7.9).

3. Payment and subscriptions

Billing, pricing, and subscription terms

3.1. Freemium model – free plan: We offer a free plan of biosuite with limited features, which is available free of charge. You will not be asked for a credit card to sign up for the free plan, and you can continue using it for as long as it is offered. The free plan is intended to let you evaluate and use basic functionalities of the Service. Please note that the free plan's capabilities may be limited in comparison to paid plans, and we reserve the right to modify, limit, or discontinue the free plan with reasonable notice. The terms "free forever", "no time limit" or similar language used in our marketing materials refers to the absence of a time-limited trial period; it does not constitute a contractual commitment to offer the free plan indefinitely.

Inactivity on free plan: Accounts on the free plan that remain inactive for at least 12 months may be suspended or deleted. We will make reasonable efforts to notify you before deletion. Once deleted, all associated data will be permanently removed and cannot be recovered.

3.2. Paid subscriptions: To access additional features or higher usage limits beyond the free plan, you must upgrade to a paid subscription plan and pay the associated fees. Subscription fees are typically billed in advance on a periodic basis (e.g., monthly or annually, depending on the plan you choose). By signing up for a paid plan, you agree to pay the fees for the selected plan, and you will be charged at the beginning of each billing cycle (unless otherwise specified in a separate agreement or order form).

3.3. Payment methods: We accept payment via credit card and may also offer payment by invoice for certain subscription plans or customers. If you pay by credit card, you authorize us (and our third-party payment processor) to automatically charge your card for the recurring subscription fees and any applicable taxes on each renewal date, unless you cancel beforehand. Billing and payment administration are managed via Alunta.com and our accounting provider. If you pay by invoice, our invoices are due within 30 days of the invoice date (Net 30 terms). You must pay all fees by the due date indicated. Late payments may result in suspension or termination of your account (see Section 4.2). All fees and charges are exclusive of any taxes (such as VAT or sales tax) that may apply, and you are responsible for paying such taxes in addition to the stated fees.

3.4. Changes to plans or pricing: Our pricing and plans may change over time as we improve and expand the Service. The Company reserves the right to modify the subscription fees or the features included in any plan, but any such change will be communicated to you with at least **30 days' notice**. We may provide notice via email, in-app notification, and/or by updating the prices on our website. If you continue to use the Service after the notice period (and after any price/feature change takes effect), that will constitute your acceptance of the new fees or plan terms. If you do not agree to a change, you may cancel your subscription before the change takes effect (see Section 4 on Cancellation). We will not retroactively change pricing for a billing period that has already started. (For example, if you paid in advance for an annual plan, price changes would only apply upon renewal, not mid-term.)

Note: If we introduce new products or optional add-on features, they may be subject to separate or additional fees, which will be clearly disclosed at the time of purchase.

4. Cancellation and termination

Account cancellation and data retention policies

4.1. Cancellation by Customer: You may cancel your biosuite subscription at any time if you no longer wish to use the Service. Cancellation must be done by an authorized user (such as the Account owner or administrator) through the Service's account management or billing interface. Cancellation requests via email or other channels may not be effective for security and verification reasons. It is your responsibility to properly cancel your account. Upon cancellation, you will receive an on-screen or emailed confirmation that the subscription is cancelled.

4.2. Non-payment and suspension: If you fail to pay the fees for your subscription renewal on time, we will provide a short grace period for payment. If payment is not received within 14 days past the due date, we may suspend your account access due to non-payment. We will attempt to notify you (e.g., by email) about any missed payment before suspension. If payment is still not made within a reasonable time after suspension, your account will be deemed to be cancelled for non-payment, and Section 4.3 below will apply regarding data retention and deletion.

4.3. Effect of cancellation – data retention and deletion: When a paid account is cancelled (whether by you or due to non-payment), the account will remain fully operational until the end of the current billing period that you have already paid for. We do not provide pro-rated refunds for the remainder of a billing cycle unless required by law or expressly stated otherwise. After the end of the current paid period, the account will be **suspended** and become inaccessible (this typically occurs at the next renewal date if no payment is made). Suspended accounts will be kept in a suspended state for **30 days**. During this 30-day suspension period, you may reactivate your account by resuming a subscription (i.e., by paying the outstanding fee to restart service), and your data will still be intact. **After 30 days of suspension**, if the account has not been reactivated, we will proceed to permanently delete the account and all associated Customer Data. Deletion covers both the structured data held in the application database and the original documents held in the separate document storage described in Section 5.7. Once deletion occurs, the data **cannot be recovered**. We may retain certain limited information after account deletion if required for legal compliance or our legitimate business purposes (for example, payment records or logs), but such retained information will remain subject to our Privacy Policy and applicable law.

4.4. Termination by Company (for breach): We reserve the right to immediately suspend or terminate your account, without prior notice, if we determine that you have violated these Terms in a serious way (for example, violating the Acceptable Use policy in Section 2 or other material breaches of contract). Termination for cause due to breach will result in the same data deletion policy as described above, but we are not obligated to wait until the end of a

billing period to terminate an account for misconduct. In cases of egregious or unlawful behavior, your access may be cut off immediately, and we may report the incident to law enforcement if appropriate.

4.5. Abusive behavior: Any abuse towards the Company or its staff will not be tolerated. If you or anyone using your account threatens, harasses, or abuses (verbally or physically, in writing or otherwise) any Company employee, officer, or representative, we reserve the right to immediately terminate the account. We value our staff's safety and respectful working environment.

4.6. Survival of terms: Termination or cancellation of your account does not relieve either party of any obligations that have accrued up to the date of termination. All provisions of these Terms which by their nature should survive termination (including, without limitation, ownership provisions, licenses granted to the Company, warranty disclaimers, limitations of liability, and indemnity) shall remain in effect even after your account is deleted. In particular, our rights to any **Customer Data** provided by you (as described in Section 6.2 below) survive to the extent necessary to allow us to fulfill Section 6 (for example, the right to retain backup copies as required by law).

5. Privacy & data use

Data security, privacy measures, and usage policies

5.1. Data security and privacy measures: When you use our Service, you entrust us with sensitive financial information and documents. We take this responsibility seriously. We rely on industry-standard security measures provided by our underlying infrastructure and supplement these with appropriate additional controls to protect your data. For example, we encrypt data transmitted to and from the Service. Our cloud platform provider performs routine, automated backups of the application database as part of its managed infrastructure, and our document storage provider provides durable, redundant object storage. We rely on both to help prevent data loss, but neither is a customer-facing backup or archiving service, and you remain responsible for retaining your own copies of the documents and reports you need (see Section 8.2). We will only use the data you provide to us for the purposes of providing and supporting the Service, and as otherwise described in these Terms and our Privacy Policy. All personal data collected through biosuite is handled in accordance with our Privacy Policy (and in compliance with applicable data protection laws). We do not access the contents of your invoices, contracts, or financial documents except as necessary to provide the Service, such as when our systems or those of our sub-processors process them or when you request support. **biosuite acts as Data Processor for Customer Uploaded Data and as independent Data Controller for Platform Usage Data and for Account and Billing Data, as defined in our Privacy Policy and Data Processing Agreement.**

5.2. Confidentiality & non-disclosure: We consider your uploaded financial data (invoices, contracts, spending records, etc.) to be your confidential information. We do not access your Customer Data unless strictly necessary to operate the Service or provide support, and such access is limited to authorized personnel. We will not disclose your business's confidential data to any third party except (a) as directed by you, (b) as described in our Privacy Policy (for example, when integrating with a third-party service at your request), or (c) if required by law (and in such case we will, to the extent legally permissible, notify you of the requirement).

5.3. Use of anonymized data: You agree that the Company may use aggregated and anonymized data derived from your use of the Service for the purpose of improving and optimizing our products and services. For example, we might analyze usage patterns or financial metrics across all users to identify trends, improve performance, enhance reliability, or develop new features. Any such analytics will not reveal any personally identifiable information or any sensitive specifics of your individual documents or business. We use these insights strictly to make biosuite better over time.

5.4. No selling of personal data: We will never sell, rent, or trade your personal information or Customer Data to third parties for their own commercial purposes. We also will not share or re-distribute the content of your invoices or financial records outside of providing the Service to you, **except** with your explicit permission or as allowed by these Terms. (For clarity, our license rights to process your data are described in Section 6.2 below.) In plain terms: your data stays your data, and we use it only to run and improve biosuite for you.

5.5. Privacy Policy: Our detailed practices regarding the collection, use, and protection of personal data are described in our Privacy Policy (available on our website). By using the Service, you acknowledge that you have read and understood our Privacy Policy. In the event of any conflict between these documents, the order of precedence in Section 9.9 applies. If you have any questions about how we handle data, feel free to contact us at hello@biosuite.io.

5.6. Data Processing Agreement: The biosuite Data Processing Agreement ("DPA") forms an integral part of these Terms and governs the processing of personal data that the Customer uploads to the Service. The Customer is required to expressly accept the DPA on the company creation confirmation page before any company workspace is created and any company data is submitted and saved. Creating a simple user profile does not, by itself, constitute acceptance of the DPA. The Customer acknowledges that any upload or submission of personal data to the Service requires a lawful basis under applicable data protection laws and confirms that the Customer acts as Data Controller for such data.

5.7. Document storage and processing locations: The Service uses more than one provider to deliver document functionality. Uploaded supplier invoice files are transferred directly from your browser to a private object storage service located in the European Union and are not routed through or stored in biosuite's core application environment. The structured invoice fields extracted from those documents, together with your other account and workspace data, are stored in the application database hosted in the EU. Automated document reading is performed by an AI provider that retrieves the document from the object storage service through a time-limited, access-controlled retrieval mechanism. Access to uploaded invoice files is restricted through server-side access controls and appropriate technical and organisational security measures. Contracts uploaded for AI contract reading follow a different path: they are processed for extraction only, and the source file is deleted after extraction and is not retained. The providers involved, their locations, and their roles are identified in our Privacy Policy, our Data Processing Agreement, and our AI Data Processing Policy, and may be changed in accordance with the sub-processor change procedure set out in the Data Processing Agreement.

6. Intellectual property

Company and customer data ownership rights

6.1. Company's intellectual property: All rights, title, and interest in and to the biosuite Service (including the software, user interface, design, databases, algorithms, and underlying technology), our websites, logos, trade names, and all related intellectual property are and will remain the **exclusive property of the Company** (and/or its licensors). These Terms do not grant you any ownership of or rights in the Service or Company's trademarks or other intellectual property. You are only granted the limited use rights expressly stated in these Terms. You agree not to remove or alter any copyright, trademark, or proprietary rights notices on any materials from the Service.

6.2. Customer Data and license to Company: You retain all rights to the data, documents, and content you submit to the Service ("Customer Data"). By uploading Customer Data, you grant the Company a **limited, non-exclusive, and strictly purpose-bound** license to **use, store, process, and transmit Customer Data solely as necessary to (a) operate, maintain, and provide the Service to you, and (b) provide customer support, security, troubleshooting, and backup continuity**. The Company will **not** use Customer Data for product development, analytics, or service improvements **except in an aggregated or anonymised form that cannot identify you, your users, or any third party**. Nothing in this section grants the Company any ownership of Customer Data, nor any right to use Customer Data outside the scope of providing the Service.

Clarification: This license allows the Company to process your invoices and documents through the Service, return results to you, store your data securely, and maintain necessary

backups. It also allows the Company to use **aggregated or anonymised data** derived from your use of the Service to improve performance, reliability, and user experience, but **never in a form that can identify you or any individual**. The Company does **not** acquire ownership of your raw Customer Data. If you delete data or terminate your account, such data will be deleted in accordance with Section 4.3, except where retention is required by law or applies only to anonymised data that cannot be linked back to you.

6.3. Third-party intellectual property: If you use any third-party integrations or if biosuite incorporates any third-party software libraries or services, those third-party products may be subject to their own license terms. You are responsible for complying with any relevant third-party license requirements if you choose to enable such integrations. Likewise, any feedback or suggestions you voluntarily provide to us about the Service can be used by us without obligation, and you agree that the Company may incorporate such suggestions into the Service or related products freely.

7. Disclaimers

Service warranties and professional advice limitations

7.1. Service "as is": The biosuite Service (and any content or data derived from it) is provided to you **"as is" and "as available," without any warranties or guarantees of any kind**. You use the Service at your own risk. We make no express warranties and, to the maximum extent permitted by law, we **disclaim all implied warranties**, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In other words, we do not guarantee that the Service will meet all of your requirements, or that it will be uninterrupted, error-free, or completely secure. We strive for high availability and accuracy within the capabilities of our hosting and platform providers, but biosuite's performance and results depend on many factors, and we provide it without any promise of perfection.

7.2. No statutory bookkeeping system: The Service is not intended to serve as the Customer's official accounting records or statutory bookkeeping system. The Customer remains solely responsible for maintaining any legally required accounting records, documentation, and audit trails required under applicable laws and regulations.

7.3. No professional advice: The Company is not providing financial, legal, or accounting advice through the Service. Any data, analysis, or insights provided by biosuite (for example, spend analytics or invoice data extraction) are for informational purposes to assist your business decisions. You are responsible for confirming the accuracy and suitability of any outputs from the Service. **If you need professional advice**, you should consult a qualified professional. Using our Service does not create a client-advisor relationship of any kind between you and the Company.

7.4. Data extraction and accuracy disclaimer: You acknowledge that biosuite may assist with extracting and processing data from invoices, contracts, and related financial documents, including by means of automated optical character recognition (OCR) and structured extraction performed by a third-party AI provider engaged as a sub-processor. While we use commercially reasonable efforts to ensure accuracy, it is **your responsibility** to review and verify such data before relying on it. The Company is not liable for any losses resulting from unverified data. (For example, if biosuite auto-scans an invoice and misreads a figure, you must verify that figure; the Company will not be responsible for consequences of errors that you did not catch.)

7.5. No guarantee of results: We do not warrant that using the Service will result in any specific outcome for your business, financial or otherwise. Any statements about possible benefits (like "saving time on invoice processing" or "reducing spending errors") are intended to illustrate potential use cases, not guarantees. Your success depends on how you use the Service and other factors outside our control.

7.6. Beta features: If we release features labeled as "beta," "preview," or "early access," those are experimental and provided **without any warranty** whatsoever. Such features might be less stable or accurate than the rest of the Service. We welcome feedback on beta features but provide them on an as-is basis and may discontinue them at any time.

7.7. Customer compliance responsibility: The Customer acknowledges that biosuite is a general-purpose procurement and spend management platform and is not intended to function as a comprehensive legal, regulatory, accounting, tax, or compliance management system. The Service is designed to support financial workflows but does not guarantee compliance with any specific laws, regulations, accounting standards, bookkeeping obligations, payment rules, tax requirements, or industry regulations in any jurisdiction, including but not limited to those currently in force or introduced in the future. The Customer is solely responsible for ensuring that its use, configuration, and implementation of the Service complies with all applicable laws, regulations, and its own internal policies and procedures. The Company makes no representation or warranty that the Service will meet or maintain compliance with any legal or regulatory requirements applicable to the Customer's business.

7.8. Internal procedures and workflow responsibility: The Customer acknowledges that biosuite does not know, verify, or control the Customer's internal business procedures, approval rules, spending limits, delegation policies, or governance requirements. Workflows, approvals, statuses, notifications, and other actions in the Service are technical support tools only and do not guarantee that any internal, legal, accounting, or compliance requirement has been satisfied. The Customer remains solely responsible for reviewing and controlling all approvals, decisions, payments, records, and actions made or triggered through the Service,

including in cases of configuration errors, user mistakes, technical errors, delays, or unintended workflow events.

7.9. No payment processing: The Service does not process, initiate, or otherwise contribute to payments, and does not retain payment account details from documents as structured data. Any payment information that may appear in uploaded documents is not retained as structured data or acted upon by the Service; such content remains solely part of the customer's own stored document. The automated document reading used by the Service is limited to a defined set of commercial invoice fields, and its extraction schema expressly excludes IBAN and other bank account numbers, SWIFT/BIC codes, payment card data, and payment references. Free-text fields such as descriptions and line item text may incidentally contain such details; these fields are length-limited and automatically filtered before storage. Approvals, statuses, and workflow actions in the Service do not constitute payment instructions or payment authorizations of any kind.

8. Limitation of liability

Liability caps and indemnification terms

8.1. NO INDIRECT DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY (BIOSUITE APS) AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND SUPPLIERS SHALL **NOT BE LIABLE** FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, OR ANY OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF (OR INABILITY TO USE) THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. SERVICE ACCESS AND DATA: THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OF ACCESS TO THE SERVICE OR LOSS/CORRUPTION OF DATA. YOU ARE RESPONSIBLE FOR MAINTAINING YOUR OWN BACKUP COPIES OF YOUR DATA EXPORTS IF NEEDED. (OUR CLOUD PLATFORM PROVIDER PERFORMS ROUTINE AUTOMATED DATABASE BACKUPS AND OUR DOCUMENT STORAGE PROVIDER PROVIDES DURABLE, REDUNDANT OBJECT STORAGE, BUT NEITHER IS A CUSTOMER-FACING BACKUP OR ARCHIVING SERVICE. WE RECOMMEND THAT YOU EXPORT CRITICAL REPORTS PERIODICALLY AND RETAIN YOUR OWN COPIES OF UPLOADED DOCUMENTS.) WE WILL NOT BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH DATA RECONSTRUCTION OR DOWNTIME.

8.3. FORCE MAJEURE: THE COMPANY ACCEPTS **NO RESPONSIBILITY** FOR FAILURES OR DELAYS IN SERVICE PERFORMANCE CAUSED BY FACTORS OUTSIDE OUR REASONABLE CONTROL. THIS INCLUDES, BUT IS NOT LIMITED TO, NATURAL DISASTERS, ACTS OF GOD, FIRE, FLOOD, PANDEMICS, WAR, TERRORISM, CIVIL UNREST, STRIKES OR OTHER LABOR DISPUTES, INTERNET OR POWER OUTAGES, CYBER-ATTACKS, AND GOVERNMENT ACTIONS OR REGULATIONS. IF SUCH EVENTS OCCUR, WE WILL MAKE REASONABLE EFFORTS TO RESUME SERVICE, BUT WE SHALL NOT BE LIABLE FOR ANY CONSEQUENCES OF THESE FORCE MAJEURE EVENTS.

8.4. CAP ON LIABILITY: IN **NO EVENT** SHALL THE TOTAL CUMULATIVE LIABILITY OF THE COMPANY TO YOU (FOR ALL CLAIMS COMBINED) **EXCEED THE AMOUNT YOU HAVE PAID** TO THE COMPANY IN SUBSCRIPTION FEES **IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR** TO THE EVENT GIVING RISE TO THE CLAIM. If you have paid no subscription fees to the Company during the twelve (12) months preceding the event giving rise to the claim (for example, if you are using only the free plan), the Company's total liability shall be limited to **€1000** to the fullest extent permitted by applicable law. This limitation is an essential part of the bargain between you and us and reflects the allocation of risk under these Terms. Nothing in these Terms excludes or limits either party's liability for gross negligence, willful misconduct, or any liability that cannot be excluded or limited under applicable law.

8.5. Indemnification: You agree to **indemnify and hold harmless** the Company, its affiliates, and their respective officers, directors, employees, and agents, from and against any and all claims, demands, suits, or proceedings brought by a third party, and all related liabilities, damages, losses, and expenses (including reasonable attorneys' fees), arising out of or related to: (a) your use of the Service (including any data or content you submit through the Service), (b) your violation of any of these Terms, or (c) your infringement of any intellectual property or other rights of any person or entity. This means you will defend the Company and cover any costs or losses it incurs as a result of something you did that breaches the contract or violates someone's rights. We will promptly notify you of any such claim and cooperate with you, at your expense, in defending it. You shall not settle any indemnified claim without our prior written consent (which we will not unreasonably withhold). The obligations in this section will survive termination of the Agreement.

Explanation: In plain language, if a third party (for example, one of your vendors or a government regulator) sues us because of something that you did – for instance, you used biosuite to do something unlawful, or you uploaded data that you didn't have rights to – then you agree to cover our costs and damages from that claim. We don't anticipate this happening, but it's a standard protection for service providers.

9. Miscellaneous

Additional terms and contact information

9.1. Entire agreement: These Terms (together with our Data Processing Agreement, AI Data Processing Policy, Privacy Policy, and any other documents expressly referred to herein or any additional subscription/order form you may have signed) constitute the **entire agreement** between you and biosuite ApS regarding your use of the Service, and supersede all prior or contemporaneous agreements, proposals, or communications, whether written or oral, relating to the subject matter hereof. Any purchase order or other business form you may use is for convenience only and will not modify these Terms.

9.2. Assignment: You may not assign or transfer any of your rights or obligations under these Terms to anyone else without our prior written consent. Accounts are personal to the subscribing Customer and cannot be sold or transferred to another party except as allowed by us in writing. The Company, however, may assign or delegate these Terms (in whole or in part) to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, **without** your consent. We will notify you in advance if we transfer this agreement to another organization. These Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

9.3. No waiver: If the Company does not enforce a provision of these Terms on any occasion, it does not mean we waive the right to enforce it in the future. Any waiver of rights by the Company must be made explicitly in writing to be effective. Likewise, the exercise of any remedy by either party under these Terms will be without prejudice to its other remedies.

9.4. Governing law and jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of **Denmark**, without regard to its conflict of law principles. Any dispute, claim, or controversy arising out of or relating to these Terms or the use of the Service that cannot be resolved amicably shall be brought before the courts of Denmark.

The **exclusive jurisdiction** for all claims arising hereunder shall be the courts located in **Copenhagen, Denmark**, and both you and the Company consent to the personal jurisdiction of such courts. (If you are entitled to consumer protections under the laws of your country of residence, nothing in this section will reduce those protections.)

9.5. Notices: Communications from biosuite to you regarding the Service (e.g., notices about changes to these Terms, price updates, scheduled downtime, or other important information) may be given via email to the address associated with your account, via notification through the Service interface, or by other legally acceptable means. You are responsible for keeping your account email address current and for reviewing any notices we send through the Service.

9.6. Severability: If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of the Terms will remain in full force and effect. The invalid provision will be deemed modified to the least degree necessary to remedy the invalidity while retaining as much of the original intent as possible.

9.7. Relationship of parties: Nothing in these Terms creates any agency, partnership, or joint venture between the parties. You and the Company are independent contracting parties. You do not have any authority to bind the Company, and vice versa.

9.8. Support and contact information: If you have any questions about these Terms, or if you need support or have any issues with the Service, please contact us at hello@biosuite.io or through the contact form on our website. We are here to help and aim to provide prompt, helpful customer support. For any formal legal notices, you may also contact us at this email or at our business mailing address listed on our website.

9.9. Order of precedence: In the event of any conflict or inconsistency between the following documents, the order of precedence shall be: (a) any mutually signed order form or written agreement (if applicable); (b) the Data Processing Agreement (with respect to the processing of personal data); (c) the AI Data Processing Policy (with respect to AI processing); (d) these Terms of Service; (e) the Privacy Policy. All documents shall be interpreted in a manner that gives effect to each wherever possible.

9.10. Re-confirmation of accepted policies: biosuite ApS may at any time send the Customer a copy of any policies or agreements previously accepted within the Service – including these Terms, the DPA, the Privacy Policy, and the AI Data Processing Policy – and request re-confirmation by electronic or physical signature, no more than once per 12-month period, except where required by law or a competent authority. The Customer shall provide such re-confirmation within 30 days of a written request. If the Customer fails to do so within that period and within a reasonable cure period following a written reminder, biosuite ApS may suspend access to the Service until re-confirmation is provided. The Customer's prior in-platform acceptance remains binding throughout, and suspension does not relieve the Customer of accrued payment or other obligations.

Thank you for reading our Terms of Service. We appreciate your trust in biosuite. Our goal is to provide you with a reliable service to streamline your financial operations, and we are committed to treating you fairly and respectfully under these Terms. If you have any questions or suggestions regarding these Terms or our Service, please reach out to us.