SALLING GROUP DEVELOPER PROGRAM – TERMS AND CONDITIONS

salling group

Salling Group Developer Program and Portal
Terms of use and API License Agreement

With effect from the date of signing (the "Effective Date") the following terms and conditions (the "Terms and Conditions") shall be applicable to you and any entity, person, or company that you (the "Developer") represent.

1. Definitions

1.1. "Application" shall refer to any application, website, mobile application, interface, or other communication method developed by the Developer or use to interact with Salling Group, a Program, the Developer Portal, APIs, or any Feature or Content.

1.2. "Confidential Information" means any business-related, financial, economic, technical or other information, which is not already in the public domain or publicly available and which the Developer cannot demonstrate was properly and lawfully obtained from Salling Group or a third party who is not subject to any duty of confidentiality.

1.3. "Content" means the data of the Developer or Salling Group's mutual customers that the Developer transmit to Salling Group through the API, and in all other cases, means the data made available by Salling Group to the Developer through a Feature or other interaction.

1.4. "Data" shall mean any data, content, information or likewise that are made availablethrough the API's.

1.5. "Developer Portal" means https://developer.sallinggroup.com.

1.6. "Developer Site" means any website, application or any other type of web solution that the Developer administrates to handle the Data.

1.7. "Features" means any Salling Group application programming interface ("API"), offerings, software development kits, Salling Group or Salling Group brand sites, available Salling Group services, and any other materials, tools, and systems provided or made available to the Developer as part of a Program or through the Developer Portal.

1.8. "IPR Rights" means all trademarks, designs, copyrights, patents, trade names and other intellectual property rights.

1.9. "Participation" shall mean any assessing or use of the Developer Portal.

1.10. "Personal Information" means any information pertaining to a directly or indirectly identifiable individual. It may include information that the Developer collects directly from the users in connection with the Developer's Application and information that is included in the Content, or that the Developer otherwise receive from Salling Group about the users.

1.11. "Program" means Salling Group's Developer Program.

1.12. "Salling Group" shall mean Salling Group A/S any other company belonging to the same group of companies as Salling Group A/S.

1.13. "Salling Group Sites" shall refer to www.sallinggroup.com and all brands and affiliated websites that are operated by or on behalf of Salling Group or its affiliates.

2. Registration

2.1. In order to Participate, the Developer is required to register with a Salling Group Profile (the "Profile") to obtain a login which you can manage on the Developer Portal.

3. Use of Data

3.1.   Salling Group makes Data available on the Developer Portal. The Developer expressly agrees that the Developer's Participation, including but not limited to, the Developer's use of the Developer Portal and/or any Data made available herein, is entirely at the Developer's own risk, and that all such Data is provided "as it is".

3.2.   Unless otherwise agreed in writing, the Developer is only entitled to use the Data for the purpose of making the Data available on the Developer's Application. Any publishment of the Data must be loyally reproduced and in the same manner as presented by Salling Group.

3.3.   The Developer is not allowed to change or transfer the Data without Salling Group's prior written consent.

3.4.   Upon Salling Group's written request, with or without any reason, or upon termination of these Terms and Conditions, the Developer shall immediately cease from using or publishing the Data.

3.5.   The Developer is obliged to delete all Data on a regular basis and no later than 1 month after the purpose for collecting the Data has expired.

3.6.   The Developer guarantees that the Developer Site does not use any personal data. If the Developer Site requires use of personal data, Salling Group must give their prior written consent to the use. The Developer must upon request identify and describe how the personal data is being used.

3.7.   It is the Developer's sole responsibility to ensure that the Developer Site is in compliance with all applicable laws, national standards and good trading practice, including but not limited to the Marketing Practices Act *(markedsføringsloven)*, the Data Protection Act *(databeskyttelsesloven)* and the Consumer Protection Act *(forbrugeraftaleloven)*. The warrants that the Developer's use of Data does not constitute an infringement of any third party's rights.

3.8.   Salling Group is entitled to enforce a max usage limit on APIs for the Developer to ensure fair-use and intended use of APIs.

4. Payment

4.1.   Unless otherwise stated on the Developer Portal, the Developer shall be entitled to use the Data free of charge.

4.2.   Salling Group is entitled to demand payment for the Data subject to 14 calendar days' written notice.

5. Liability and alterations

5.1.   Salling Group shall not be liable for any Data, breakdowns, facilities, features, API's or otherwise, which have been made available on the Developer Portal.

5.2.   Salling Group shall in no event be liable for any direct or indirect, special, incidental, or consequential damages, including any claim of loss or loss of profits, of any kind regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

6. Compensation and indemnification

6.1.   The Developer must indemnify Salling Group for any claim and/or loss as well as cost inflicted on or incurred by Salling Group as a result of the Developer's Participation, the Developer's distribution or use of Data, the Developer's violation of these Terms and Conditions, the infringement or other violation by the Developer, the Developer's Application, or the Developer's use of any IPR Rights that constitutes an infringement of third parties' rights or other right of any person or entity.

7. Intellectual Property rights

7.1.   The Developer is only entitled to display and/or use Salling Group's IPR Rights to the extend needed and only in relation to the Developer's Participation on the Developer Portal.

7.2. Salling Group has sole discretion to reject or terminate any use of Salling Groups's IPR Rights with immediate effect.

7.3. Any use of Salling Group's IPR Rights shall be in accordance with any applicable laws, standards and good trading practices, including but not limited the Danish Trademark Act *(varemærkeloven)* and the Danish Marketing Practices Act *(markedsføringsloven).'*

7.4. Except as expressly permitted by Salling Group, the Developer may not issue a press release, advertisement, or public statement concerning the existence of the Developer's Participation, without Salling Group's written consent which can be obtained here: https://sallinggroup.com/kontakt/presse/

8. Alterations

8.1. Salling Group reserves the right to amend these Terms and Conditions at any time and for any reason. All amendments shall become effective 30 days after they are noticed, unless otherwise agreed between the parties, stated in these Terms and Conditions or under applicable law.

8.2. It is Salling Group's sole discretion to amend and/or terminate the Developer Portal, the Data provided or the other features, content or likewise provided by Salling Group for any reason and with immediate effect.

9. Term and termination

9.1. These Terms and Conditions will commence on the Effective Date and will continue in full force and effect until terminated either by Salling Group or the Developer. Both parties are entitled to terminate these Terms and Conditions for any reason and with immediate effect upon either prior written notice or it can be done by the Developer on the Developer Portal.

9.2. Salling Group is entitled to terminate Developer use and or access to the Program if Salling Group assesses that the Developer misuse the Program in any way.

9.3. On termination for whatever reason, all of the parties' rights and obligations under these Terms and Conditions will terminate, except for rights and obligations under clauses 7, 10, 12 and 13 of these Terms and Conditions.

9.4. In case of termination, the Developer must immediately cease from any use or disposal of Data, IPR Rights and any other content belonging to Salling Group.

10. Confidentiality

1.1. Unless otherwise prescribed by mandatory statutory provision or a judicial decision, neither party shall not be entitled to use any Confidential Information, which is not already in the public domain or publicly available and which the Developer cannot demonstrate was properly and lawfully obtained by the Developer from a third party who is not subject to any duty of confidentiality, for any purpose other than to perform and fulfil their obligations under these Terms and Conditions. Similarly, the neither party is entitled to disclose to any third parties or make public any such Confidential Information which the party in question has received in connection with these Terms and Conditions.

11. Assignment

11.1. Neither Party is entitled to assign its rights or obligations under these Terms and Conditions in whole or in part to a third party without the other party's written consent.

11.2. Notwithstanding clause 11.1, Salling Group will be entitled to assign its rights and/or obligations under these Terms and Conditions in whole or in part to another company belonging to the same group of companies as Salling Group.

12. Governing law and jurisdiction

12.1. These Terms and Conditions and any non-contractual obligations arising out of or in connection herewith is governed by Danish law.

12.2. Any dispute arising out of these Terms and Conditions which cannot be amicably resolved by the Parties must be submitted to the District Court in Aarhus, Denmark. However, Salling Group will be entitled to decide instead to submit the dispute for final settlement by arbitration administrated by the Danish Institute of Arbitration in accordance with its rules of arbitration procedure as at the date when such proceedings are commenced. Regardless of whether the dispute is resolved in court or by arbitration, the language of the proceedings must be Danish or English.

13. General provisions

13.1. If one or more of the provisions of these Terms and Conditions are held to be invalid or unenforceable in whole or in part, this will not affect the validity or enforceability of any other provisions. In that case, the parties and/or the court must seek to replace the relevant provision with a valid and enforceable provision having substantially the same contents and effects so as to place the parties in the same position as far as possible as if the intentions of these Terms and Conditions (and any subsequent amendments hereto) are met.