

## Terms and conditions (B2B)

These terms and conditions represents the conditions of cooperation between GoMentor Danmark ApS ("GoMentor") and psychologists, psychotherapists, coaches, therapists, sexologists and mentors etc., that are shown as professionals on GoMentor.com ("Mentor"). Visitors on GoMentor.com and customers of Mentors services is referred to as users ("User").

### 1. INTRODUCTION

- 1.1. GoMentor Danmark ApS is a Danish based company with the company identification number DK34877289. GoMentor is registered with the address Vesterbrogade 149, 1620 Copenhagen, Denmark.
- 1.2. "Mentor" is designating the individuals and/or independent entities, that gets a profile on GoMentor.com and hereby get access to GoMentor Dashboard, wherefrom they can edit their profiles, prices, services etc. and also reply messages and inquiries from the Users and offer Therapy services to Users of GoMentor.
- 1.3. In accordance with this agreement, GoMentor will through branding, marketing and online visibility etc. introduce Users to GoMentor.com and to conversations offered by the Mentors.
- 1.4. GoMentor will provide the products to and/or shall procure the performance of the services for Mentor in accordance with and subject to the below provisions.

### 2. MENTOR'S OBLIGATIONS

- 2.1. The Mentor must secure that all relevant information that is needed to handle with inquiries from Users is present. These include, but are not limited to, the professional information about education, interview techniques, physical address, specialities, offered services, references and duration of offered services.
- 2.2. The Mentor must without delay accommodate all requests from GoMentor to provide documentation for any authorisation, education, certification and insurance that is required for Mentor to practice the profession.
- 2.3. The Mentor should always, according to the circumstances, make appropriate efforts to encourage the User to seek medical or other professional advice or treatment if the Mentor during a conversation or dialogue identifies a medical or psychological condition of the User, which requires expert treatment beyond what the Mentor can offer.
- 2.4. If the Mentor offers online video sessions through GoMentor, the Mentor needs to:
  - 2.4.1. Make sure prior to the first online video session to get a demonstration of the GoMentor video session platform by a GoMentor employee, so that the prerequisites for a good user experience is present.
  - 2.4.2. Have and maintain a computer, tablet or smartphone with a web camera and microphone, which is necessary to use the platform. In relation to the quality of the internet connection it is recommended to use the speed test within the GoMentor video session platform, to ensure a good quality and user experience.
  - 2.4.3. The Mentor must evaluate whether the User is suitable for this kind of treatment or not. That goes for both online written conversations and online video sessions.
  - 2.4.4. If the User is not satisfied with the technical quality of an online video session, the Mentor is obligated to offer a new session.
- 2.5. The Mentor must strive to answer all messages from the User and GoMentor as soon as possible and no later than 24 hours from receiving it, seven days a week – also during weekends and bank holidays.

- 2.5.1. If a User files a complaint due to lack of a timely correct answer from the Mentor, where the 24-hour deadline is not met, the Mentor does not receive payment from the User that week and the User can switch to another Mentor with a day's notice. If the Mentor have already received payment for that week, it will be deducted from the Mentor's GoMentor account.
- 2.5.2. The Mentor must register sickness period in the GoMentor calendar in cases where it prevents Mentor from answering Users. This ensures that the User will have these days deducted from the next period's payment. The Mentor will not receive commission for the User in the registered sickness period. The User can request to be switched to another mentor with a day's notice. If the Mentor already has received commission for the period, it will be deducted in the Mentor's GoMentor account.
- 2.6. The Mentor is not allowed to share links to own website, phone number on the profile or any other contact points or media. The Mentor shall only have sessions with the User through GoMentor and the Website.
- 2.7. Non-Solicitation. Mentor agrees that for a period of six (6) months after termination of this Agreement, Mentor shall not divert or attempt to divert from GoMentor any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its Mentors or Users.
- 2.8. If the Mentor is in breach with the above terms the Mentor accepts to pay a non-compliance fee of USD 500 per misconduct and GoMentor may at the sole discretion of GoMentor chose to deactivate the Mentor profile at the Website without further notice and transfer all existing and confirmed sessions to another Mentor without any liability for the loss of revenue, badwill and any other consequences.

### **3. GOMENTOR'S OBLIGATIONS AND RIGHTS**

- 3.1. GoMentor shall endeavour to:
  - 3.1.1. Comply with applicable laws, regulations, codes of conduct, good marketing practices, rules on consumer protection, distances selling rules and regulations concerning the processing of personal information.
  - 3.1.2. GoMentor.com must be available and functioning for the Users 24 hours a day, 7 days a week.
  - 3.1.3. That any perturbation in the GoMentor.com system due to lack of availability or loss of function is as short as possible and where possible is planned where the number of requests is minimum.
- 3.2. GoMentor cannot be held responsible for lack of availability or loss of functionality on GoMentor.com that is caused by a third party, including but not limited to:
  - 3.2.1. Providers of the web design, technology or hosting
  - 3.2.2. Providers of payment services
  - 3.2.3. Providers of call solutions
- 3.3. GoMentor has direct access through the GoMentor Dashboard to make changes on the Mentor's profile. Normally this will be done after agreement with the Mentor, but in cases where GoMentor finds the need to make changes, GoMentor will do so and inform the Mentor about it afterwards without undue delay.

### **4. SETTLEMENT OF COMMISSION FOR THE WORK BETWEEN GOMENTOR AND THE MENTOR**

- 4.1. During the monthly statement, the Mentor will be settled with 70% of each associated User's subscription price for whole days that the User is associated with the Mentor. If the Mentor is exempt from VAT (e.g. British psychologists who offers therapy) the settlement will be 70% of the entire subscription price. If the Mentor is subject to VAT and the User is located in a country where GoMentor must charge VAT, then the settlement will be 70% of the subscription price excl. VAT.
  - 4.1.1. The Mentor will not receive commission for vacation periods, where the Mentor is unable to answer the User. These periods will be deducted from the User's next subscription payment. The User will also be able to request a switch of mentor, if desired. The Mentor must register these vacation periods in the GoMentor calendar.

- 4.1.2. GoMentor reserves the right to offer a 3-day trial period for new Users. The Mentor will not be settled for trial periods, but is still obligated to answer the User and GoMentor as described in section 2.6. The trial period is intended to attract new users and encourage them to continue with the subscription that automatically starts when the trial ends.
- 4.2. The User can request to be switched to another Mentor. If this happens, the Mentor won't be settled for that User from the date of the transfer takes effect.
- 4.3. If the Mentor and the User has an online video session, it must be held via GoMentor's platform and there will be calculated a fee of 30% of all online video sessions held. The fee is calculated by the price the User pays for the session. The User must pay with a debit card or credit card through GoMentor.
- 4.3.1. It is not allowed to use or refer to alternative online session platforms in the profile text or anywhere else on GoMentor.com. GoMentor's online video session platform ensures confidentiality between the Mentor and User unlike commercial online video platforms such as, but not limited to, Facetime, Skype and Google Hangouts, where the provider requires acceptance of the possibility of improper use of the sessions for other purposes (like selling information to third parties).
- 4.4. The Mentor's pricing of services (online video sessions) on GoMentor, may not be higher than on own website or what the Mentor normally offers elsewhere.
- 4.5. The Mentor's offering of online video sessions shall solely be sold in bundles of minimum 4 sessions of 45 minutes each.
- 4.5.1 The settlement of the Mentor's commission will be done for each online video session after it has been held.
- 4.5.2 For all additional held sessions with the same User after a completed bundle of online video sessions there will be calculated a fee of 15%. The fee is calculated by the price the User pays for the session.
- 4.6. The rates of commission can be changed in accordance with 5.1.
- 4.7. 4 days after an online video session has ended, the fee will be calculated and transferred to the monthly statement and, cf. section. 5.2.
- 4.8. If the Mentor agrees with the User to have one or more sessions after the User's subscription has been terminated, each session will be charged a fee of 30% for all sessions. Please be aware of the Mentor obligation cf. section 27 and 3.

## **5. PRICES AND PAYMENT**

- 5.1. GoMentor reserves the right to make changes in prices and fees with 3 month's notice.
- 5.2. In the beginning of each month, GoMentor will make a monthly statement of:
  - 5.2.1. Amount due for each party.
  - 5.2.2. Payments received by GoMentor for any service rendered.
- 5.3. If the Mentor has a remaining from GoMentor according to the statement, this will be available to the Mentor. The Mentor must request a payout and provide the needed bank account information if the Mentor wants the receivable paid out.
  - 5.3.1. Just as GoMentor have costs to make international bank transfers, it may happen that the Mentor's bank charge a fee for receiving international wire transfers (please be aware that the receiving bank may charge the User for receiving a refund from a foreign bank and such a charge is not to be pay by GoMentor).
- 5.4. Any payment in accordance with this agreement is due 8 days from the invoice issue date.
- 5.5. In case of a delayed payment, GoMentor is entitled to either deduct any amount outstanding in Mentor's receivable, calculated at 1.5% interest per month from the date the invoice was due and until the amount has been received and credited to GoMentor's bank account or paid by credit card via GoMentor.com.
- 5.6. Payments for any online video session received from the Users is included in the monthly statement.
- 5.7. If Mentor disagree with the monthly statement, the Mentor must raise objections within 14 days from the invoice issue date otherwise the statement is deemed accepted.

- 5.8. If the Mentor does not wish to continue the cooperation after a change notice based on section 5.1 the Mentor can terminate the agreement with effect from the date when the change is going to take effect.
- 5.9. If the Mentor choose to sign up for automatic card payment, then the following terms are also accepted:
  - 5.9.1. GoMentor can automatically withdraw payment from the enrolled credit card if the remaining amount on the Mentor's GoMentor account is not sufficient to secure payment in full. The withdrawal will only settle outstanding invoices, which is not paid with the remaining balance on the GoMentor account.
  - 5.9.2. After each payment, the Mentor will receive a mail containing information about the transaction.
  - 5.9.3. If the Mentor gets a new card, the Mentor needs to sign up for automatic card payment again through the GoMentor dashboard.
  - 5.9.4. If the Mentor wish to stop automatic card payments, this must be done in the GoMentor dashboard.
  - 5.9.5. If the automatic card payment is unsuccessful, for example if the payment card has been suspended or has expired, the Mentor will receive a mail accordingly and must ensure timely payment with another method.

## **6. WARRANTIES**

- 6.1. GoMentor warrants that it has the right to grant all licenses granted by GoMentor to the Mentor under the Agreement.
- 6.2. GoMentor warrants that it shall use commercially reasonable endeavors to provide the products and services in accordance with industry standards using personnel having reasonably appropriate skills, experience, qualifications and knowledge.
- 6.3. If Mentor notifies GoMentor within thirty (30) days of delivery of the deliverables supplied in connection with the products and/or services being supplied under this Agreement of any failure by GoMentor to comply with the terms of the warranty at clause 6.2 above, GoMentor shall use commercially reasonable efforts to re-perform the services and/or correct the deliverables (as applicable). If GoMentor is unable to re-perform the services or to correct the deliverables within a reasonable period of time, GoMentor shall promptly refund to Mentor any fees paid in advance for the applicable products or service and GoMentor, at its option, may immediately terminate the Agreement. THE LIMITED REMEDY SET FORTH IN THIS CLAUSE 6.3 SHALL BE MENTOR'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET OUT IN CLAUSE 6.2.
- 6.4. Each Party warrants to the other Party that it has authority to enter into the agreement and that the entering into the agreement and the performance of its obligations under such agreement will not violate any applicable laws, directives, regulations, other statutory or legislative provisions or mandatory codes of conduct in force from time to time.
- 6.5. Mentor warrants that it has all necessary rights to provide to or share with GoMentor any information, documentation or materials (if any) for the purpose of GoMentor providing the products and services and that any data contained within the same shall comply with all applicable data protection legislation.
- 6.6. Mentor warrants that it has all the necessary education to offer specific therapy services to Users of GoMentor.
- 6.7. Mentor warrants that it has all the necessary and required insurance coverage in place and in the future will maintain the necessary and required insurance coverage in order to offer specific therapy services to Users of GoMentor covered by a professional liability insurance with an adequate insurance sum.

## **7. EXCLUSIONS AND LIMITATION OF LIABILITY**

- 7.1. EXCEPT AS SET OUT IN THIS AGREEMENT, ALL WARRANTIES, TERMS AND CONDITIONS WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY WARRANTIES, TERMS AND

- CONDITIONS AS TO ACCURACY, RESULTS, TIMELINESS, COMPLETENESS, DESCRIPTION, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.2. THE PRODUCTS WILL BE PREPARED AND THE SERVICES PERFORMED USING THE EXPERTISE OF GOMENTOR'S EMPLOYEES AND CONTRACTORS. WHILE REASONABLE AND CUSTOMARY CARE IS TAKEN IN CARRYING OUT THE SERVICES, GOMENTOR MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY PRODUCTS, THE DATA SOURCES SEARCHED OR THE RESULTS OBTAINED THEREFROM, NOR THAT ALL ERRORS IN THE PRODUCTS WILL BE CORRECTED.
- 7.3. MENTOR UNDERSTANDS THAT GOMENTOR DOES NOT PROVIDE ADVICE, WHETHER OF A LEGAL, FINANCIAL, MEDICAL OR OTHER PROFESSIONAL NATURE. THE INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE PRODUCTS ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER GOMENTOR NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY CLIENT, OR ANY THIRD PARTIES, ON THE INFORMATION OR OTHER MATERIALS CONTAINED IN ANY PRODUCT OR SERVICES.
- 7.4. MENTOR ACKNOWLEDGES THAT THE SERVICES MAY BE BASED AND RELY ON (I) INFORMATION PROVIDED BY MENTOR, OR A THIRD PARTY ON BEHALF OF MENTOR, (II) RESOURCES PROVIDED BY MENTOR, OR (III) OTHER FACTORS NOT WITHIN THE CONTROL OF GOMENTOR. IN SUCH CASES, GOMENTOR SHALL NOT BE RESPONSIBLE FOR ANY BREACH OR NON-PERFORMANCE THAT OCCURS DUE TO SUCH INFORMATION, RESOURCES OR OTHER FACTORS OUTSIDE OF GOMENTOR'S CONTROL.
- 7.5. NEITHER PARTY WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR:
- 7.5.1. LOSS OF PROFITS, BUSINESS, OPPORTUNITY, REPUTATION OR ANTICIPATED SAVINGS (EXCEPT IN RELATION TO MENTOR'S OBLIGATION TO PAY THE FEES);
- 7.5.2. CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CLIENT'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS;
- 7.5.3. LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES,
- 7.5.4. IN EACH CASE WHETHER DIRECT OR INDIRECT, OR ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER SUCH INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE MAY ARISE EVEN IF SUCH PARTY OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.
- 7.6. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY MENTOR TO GOMENTOR UNDER THIS AGREEMENT DURING SUCH 12-MONTH PERIOD.
- 7.7. Clauses 8.3, 8.4, 8.5 and 8.6 shall:
- 7.7.1. not apply in relation to: (i) each Party's obligation to indemnify the other Party under this Agreement; and (ii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Services or in the Products, or Client's unauthorized use of the Products; and
- 7.7.2. subject to clause 8.7.1, apply equally to GoMentor's Affiliates and Third Party Suppliers as if such third parties were GoMentor.
- 7.8. Nothing in this Agreement excludes or limits either Party's liability for death, personal injury resulting from its negligence, fraud, or any other liability to the extent that such liability cannot be excluded or limited by applicable law.

## **8. INDEMNITIES**

- 8.1. Upon prior written approval GoMentor shall defend, indemnify and hold Mentor harmless from and against any third party claims arising as a result of GoMentor's breach of the warranty set out in this Agreement.
- 8.2. Mentor shall defend, indemnify and hold GoMentor, its Affiliates and its Third Party Suppliers harmless on demand from and against any claims against it or them: (i) that use of any information or materials provided by Mentor under or in relation to the Agreement in accordance with Mentor's instructions infringes third party intellectual property rights; and (ii) in respect of Mentor's, or any third party's, use or possession of, or reliance on, the products other than in accordance with the Agreement.
- 8.3. Mentor shall defend, indemnify and hold harmless GoMentor, its Affiliates and its third party suppliers in respect of any advice, acts or omissions of, or claims by, the Mentor's affiliates to the same extent as if the Mentor had committed such acts or omissions or brought such claims itself.
- 8.4. A Party seeking to rely on an indemnity under the agreement ("Claiming Party") may only do so provided that it: (i) promptly notifies the other Party ("Indemnifying Party") in writing of any such claims; (ii) does not, without the Indemnifying Party's written consent, do or omit to do anything, or make any admission, which materially prejudices the Indemnifying Party's defense of such claims; and (iii) takes all reasonable steps to mitigate any loss or damage to the third party claimant.
- 8.5. In the event an injunction is sought or obtained against the Claiming Party and where the Claiming Party is Mentor, GoMentor may, at its sole option and expense: (i) procure for Mentor the right to continue using the affected Product; (ii) replace or modify the affected Product so that it does not infringe; or (iii) terminate this Agreement in respect only to the affected Product and provide to Mentor a pro-rata refund of the fees allocable for such Product for the period from the termination date to the end of the pre-paid period (if any), as determined by GoMentor.

## **9. FORCE MAJEURE**

- 9.1. GoMentor is not liable for the Mentor in cases of force majeure affecting GoMentor's obligations under this agreement. In relation to this agreement, force majeure covers, but are not limited to; war, mobilisation, natural disasters, strikes, lockouts, fires, failure or delay of deliveries from suppliers, damage to production facilities, computer viruses, server crash, disease or dismissal of key employees, import and export restrictions, errors, crashes or other malfunction or computer failure outside of GoMentor's control.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. Mentor acknowledges that all intellectual property rights in the products and services are owned by GoMentor or its third party providers. Subject to clause 10.2, GoMentor neither assigns any intellectual property rights nor grants any licenses or rights in respect of the products or services to Mentor.
- 10.2. Mentor grants GoMentor a limited, royalty-free license to use the Mentor Information as necessary in order to fulfill its obligations to provide the products and services. Save as expressly set out in this agreement, Mentor neither assigns any intellectual property rights, nor grants any licenses or rights in respect of Mentor information to GoMentor.
- 10.3. GoMentor retain the right to profile texts and other material that the Mentor has made available on GoMentor.com, social media, other media etc. during the period there has been a collaboration between the Mentor and GoMentor.
- 10.4. When the cooperation between GoMentor and the Mentor ceases, the profile will be deactivated from GoMentor.com. Since Google and other reputable search engines regularly adjust their indexing, it may take a couple of weeks before indexed content such as the Mentor's profile is no longer associated with GoMentor.

## **11. CONFIDENTIALITY**

- 11.1. Each Party (the "Receiving Party") shall keep any Confidential Information received from or belonging to the other Party or its Affiliates (the "Disclosing Party") confidential and, without the prior written consent of the Disclosing Party, the Receiving Party shall not.

- 11.1.1. disclose such Confidential Information to any Person except to those of the Receiving Party's (or its Affiliates') directors, managers employees, suppliers, contractors or agents who are bound by confidentiality obligations and where disclosure is necessary to perform its obligations or exercise its rights under the Agreement; or
- 11.1.2. use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement.
- 11.2. The restrictions set forth above shall not apply to any Confidential Information to the extent that such Confidential Information:
  - 11.2.1. is or becomes generally and freely available to the public through no fault of the Receiving Party or its Affiliates, employees, contractors or agents, or
  - 11.2.2. can be shown to have been independently originated by the Receiving Party or communicated to it by a third party on a non-confidential basis provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.
- 11.3. In the event that the Receiving Party becomes legally compelled (or requested by an applicable regulatory body) to disclose any Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited) so that the Disclosing Party may either (i) seek an order preventing disclosure or such other appropriate remedy (and if the Disclosing Party seeks such an order or remedy, the Receiving Party, at the Disclosing Party's expense, will provide such cooperation as the Disclosing Party reasonably requests and the Receiving Party is legally able to provide), and/or (ii) waive compliance with the provisions of this clause. In the event that such an order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this clause, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the reasonable opinion of its legal counsel).
- 11.4. GoMentor uses SSL encryption for security.

## **12. TERM AND TERMINATION**

- 12.1. GoMentor reserves the right to decide which Mentors can be a part of GoMentor.com on an ongoing basis.
- 12.2. The Agreement will commence on the date when the Mentor accepts the terms and conditions upon first login at the GoMentor Dashboard and will continue (unless lawfully terminated) until all services have been performed and the products have been provided and the Mentor has paid the fees due in respect of those products and services.
- 12.3. GoMentor is entitled to cancel the license terms and thus the right of use without notice due to the Mentor's significant breach of these terms. In such cases the Mentor's rights under this agreement are void, including the right of use.
- 12.4. Mentor is entitled to cancel the license terms for convenience with a three (3) months' notice. During the termination period, active courses with Users will either be terminated naturally or offered to be transferred to a new Mentor. If the Mentor does not have any active courses with Users, the agreement may be stopped prematurely by written agreement with GoMentor.
- 12.5. Without prejudice to its other rights and remedies, either Party may terminate the Agreement with immediate effect by written notice to the other Party (without the need to send a prior formal notice, without prior Court authorization and without obligation to pay compensation or indemnities) if the other Party is in material breach of the Agreement and either (i) that breach is incapable of remedy within thirty (30) days of the date of such notice, or the Party in breach has failed to remedy the breach within thirty (30) days after receiving written notice by the non-breaching Party requesting that the breaching Party remedy such breach; (ii) the other party enters into a composition with its creditors; (iii) a court order is made for the winding up of the other party; (iv) an effective resolution is passed for the winding up of the company (other than for the purposes of amalgamation or reconstruction); (v) the other party has a receiver, manager, administrative receiver or administrator appointed in respect of it; or (vi) the other party is unable to pay their debts as they fall due or its assets are worth less than its liabilities on a balance sheet basis.

- 12.6. Upon termination or expiry of this agreement for any reason or the date on which a Product or Service is discontinued, Mentor shall immediately cease access to and use of all of GoMentor's confidential information and Mentor's license to access the GoMentor Dashboard will terminate, save that Mentor is entitled to retain copies of content provided that it has been obtained and continues to be used within the limits proscribed by relevant law.
- 12.7. Termination notice must be done by e-mail to [contact@GoMentor.com](mailto:contact@GoMentor.com).

### **13. CHANGES TO THIS AGREEMENT**

- 13.1. GoMentor is entitled to make changes to this agreement. The Mentor must be informed of such changes by e-mail or a message sent via the GoMentor dashboard at least 3 months prior to the change taking effect. Unless the Mentor makes objections within 30 days from receiving such notice or terminate this agreement with the required notice, those changes are considered part of this agreement.
- 13.2. If the Mentor does not want to continue the cooperation after such notices of change, the Mentor can terminate the agreement with effect from the date when the amendment becomes effective.

### **14. TRANSFER**

- 14.1. GoMentor is entitled to assign its rights and obligations to a third party if this third party joins the obligations under this agreement.
- 14.2. The Mentor cannot assign its rights and obligations to others as it is a personal partnership signed with GoMentor.

### **15. ADDITIONAL TERMS**

- 15.1. This agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with therein and supersedes, cancels and terminates all prior agreements between the parties relating to such matters, even if the conditions of such prior agreements or provisions are expressed as if they would continue to be in force after the expiry of the agreement.
- 15.2. If any term in this agreement (full or partial) is considered illegal, invalid or unenforceable by a territorial and professionally competent court, then the remaining terms of the agreement still have full legal force and effect.
- 15.3. GoMentor's address for receiving messages is the company's registered address. Mentor's address for receipt of notices is the address at any time specified by the Mentor on the website or in the GoMentor Dashboard, or if Mentor is a company, then the company's registered address.

### **16. GOVERNING LAW AND JURISDICTION**

- 16.1. THESE Terms shall be governed by and construed in accordance with Danish law with exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the Danish courts.