Terms and conditions

https://scratcher.io/cs/terms

Last modified: 2026-03-02. (Applicable to both new and existing customers using Scratcher 3.0.)

If there is any conflict between the English version of these terms and a translation, the English version prevails.

Terms & Conditions

SCRATCHER APS 38552864 – CUSTOMER TERMS OF SERVICE (Last modified: 2026-03-02)

THIS AGREEMENT BETWEEN CUSTOMER AND SCRATCHER GOVERNS CUSTOMER'S USE AND ACCESS TO THE SERVICES AS IT IS DESCRIBED BELOW.

PLEASE READ CAREFULLY AS THESE TERMS ARE IMPORTANT AND SCRATCHER CANNOT PROVIDE CUSTOMER OR USERS ANY SERVICES UNLESS CUSTOMER ACCEPTS THESE TERMS. BY USING THE SERVICES, CUSTOMER AND USERS ACCEPT THESE TERMS. IF YOU ACCEPT THESE TERMS ON BEHALF OF CUSTOMER, WHICH IS A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU/CUSTOMER DO NOT AGREE WITH THESE TERMS, YOU SHALL NOT ACCEPT THESE TERMS AND SHALL NOT USE THE SERVICES. SCRATCHER SERVICES ARE DIRECTED FOR BUSINESS CUSTOMERS ONLY.

Definitions

"Agency" means any marketing or advertising agency that is a registered Customer of Scratcher and utilises a Subscription Services plan specifically designed for agencies. This designation encompasses any entity that provides marketing or advertising services and engages in the use of Scratcher's Subscription Services on behalf of itself or its clients, in accordance with the terms and conditions set forth in this Agreement.

"Agreement" means this agreement between Customer and Scratcher regarding the Services on the terms and conditions as agreed in the Terms & Conditions, Sales Proposal, Data Processing Agreement.

"Code" means JavaScript code or other code provided by Scratcher to Customer for use in connection with the Services.

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, such as Customer Data, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party before receipt from the Disclosing Party; or, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party.

"Content" means digital data, text, images, audio, video, software, or similar content.

“Customer” means the person or entity using the Services and identified in the Agreement as the customer and that has made use of the Services under this Agreement.

“Customer Data” means all Content that Customer (a) submit, collect, process, use or store via/in the Subscription Service; or, (b) cause to interoperate with the Subscription Service. Customer Data does not include any Content that Scratcher makes available to Customer as part of the Subscription Service, such as Content that Scratcher obtains from public and third-party sources and Code.

“Customer Site(s)” mean(s) (i) the current and future website(s) owned and operated by Customer, including any web pages of such Customer Site(s); and, (ii) any web pages that may be hosted or operated by a third party on Customer’s behalf that contains Customer’s brand or logo.

“Disclosing Party” means the party disclosing Confidential Information under the terms and conditions of this Agreement.

“Documentation” means Scratcher’s online user guides, documentation, and help and training materials, as updated from time to time, accessible within the Scratcher website.

“Free Services” means the Subscription Service or other products, services, or features made available by Scratcher to Customer on an unpaid trial or free basis.

“Initial Subscription Term” means the initial subscription term for (a) Subscription Service(s) as specified in the Sales Proposal, commencing on the date of signing unless otherwise agreed in the Sales Proposal.

“Lead/Participant” means anyone who participates by, but not limited to, giving permission to collect information or to be contacted.

“Parties” collectively refers to Customer and Scratcher.

“Personal Data” means Customer Data relating to an identified or identifiable natural person, i.e., the data subject.

“Professional Services” means ordered professional services provided to Customer by Scratcher, which may include campaign setup/configuration, training, implementation, integration, or other consulting services.

“Recipient Party” means the party receiving Confidential Information under the terms and conditions of this Agreement.

“Renewal Subscription Term” means the additional renewal subscription term for (a) Subscription Service(s) as specified in the Sales Proposal, commencing after the Initial Subscription Term or another Renewal Subscription Term.

“Sales Proposal” means the Scratcher-approved form by which Customer agrees to subscribe to the Subscription Service and purchase Professional Services in accordance with the Agreement.

“Scratcher” means the Scratcher entity specified in the Sales Proposal as the contracting party that will provide the Services to Customer.

“Services” means the Subscription Service, Professional Services, and Free Services.

“Subscription Service(s)” means all of Scratcher’s web-based tools and platform that Customer has subscribed to by the Agreement or that Scratcher otherwise makes available to Customer, and developed, operated, and maintained by Scratcher, as accessible via http://app.scratcher.io
or another designated URL, and any ancillary product and services that Scratcher provides to Customer (including but not limited to Code).

“Subscription Term” means the Initial Subscription Term and all Renewal Subscription Terms. For Free Services, the Subscription Term will be the period during which Customer has an account to access the Free Services.

“Terms & Conditions” means these terms & conditions as amended and updated from time to time.

“Third-Party Products” means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Services, including but not limited to the integration catalogue located at https://scratcher.io/integrations/
or another designated URL.

“Third-Party Sites” means third-party websites linked from within the Subscription Service.

“Users” means employees, consultants, and agents of Customer or other persons, who are authorised and designated by Customer to access the Services on behalf of Customer and who have unique user identifications and passwords for the Services.

Services

2.1 Scratcher offers Customers 3 types of Service: (i) Free Services; (ii) Subscription Services, (iii) Professional Services.

2.2 Subject to the Agreement and payment of the fees, Customer is provided a non-transferable, non-exclusive, non-sublicensable, limited term, worldwide right (licence) to access and use the Services as described in the Documentation and this Agreement.

2.3 Customer acknowledges and accepts that Scratcher may at any time implement new versions and upgrades of the Services (including adding or deleting features or functions), but Scratcher will not make changes that materially reduce the functionality of the Subscription Service provided to Customer during the Subscription Term (excluding adding, updating, or deleting Third Party Products).

2.4 Scratcher can provide Customer with a 14-day trial period, unless otherwise agreed, which will commence upon receipt of the welcome email from Scratcher and Customer will have access to the Subscription Service on a trial basis free of charge as Free Services until the earlier of i) the end of the free trial period if not terminated prior to the termination date, and ii) the start date of the Subscription Service.

2.4.1 It is hereby clarified that Scratcher shall bear no responsibility for any failure of Customer to receive the welcome email, including but not limited to instances where the email is directed to spam or any other folder. In such cases, the free trial period shall nonetheless commence upon Scratcher’s issuance of the welcome email.

Subscription Services

3.1 Subscription Services are provided on either a monthly or annual basis, with pre-payment required. All payments are non-refundable, except as otherwise specified in these Terms and Conditions.

3.2 Customers may upgrade or downgrade their Subscription Services by selecting add-ons, ordering Professional Services, or choosing a different plan from those currently offered. For downgrades, the new lower fee will apply after the current Subscription Term ends. For upgrades, the new plan takes effect immediately, and the Customer will be charged a prorated amount for the higher-tier plan, calculated from the date of change.

3.3 Subscription Services with volume restrictions (including but not limited to maximum leads/participants, users, email send limit, API, or other applicable limits), which are generally specified in the Sales Proposal or Subscription Services plan can be automatically upgraded and charged according to the then-current reasonable (list) price when the maximum level for the current account is exceeded. If usage exceeds the maximum level for the current account:

• Customer will receive notifications when they reach 80%, 90%, and 100% of their plan’s volume limits.

• If the Customer, after having received notifications, exceeds the available volume limits their Subscription Services plan will be automatically upgraded to a higher plan, subject to the then-current list price, and the Customer will be notified via email.

• Once upgraded, the volume levels cannot be decreased during the current Subscription Term. Customers wishing to reduce volume levels for the next Renewal Subscription Term must provide written notice at least one (1) month before the current term ends.

3.4 The Subscription Services offers the possibility to automatically find and draw winners. The Subscription Services finds and draws winners, matching the number of prizes that are for distribution in the given campaign. Scratcher disclaims all liability for the use of automatic winner withdrawal, handling of prizes, and information to winners. The use of prizes is solely the customer’s responsibility.

3.5 Customers bear sole responsibility for accuracy, completeness, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of the content created in the Subscription Services and Free Services. Scratcher is not responsible for what Customer’s Users do with the Services. It is Customer’s responsibility.

Professional Services

4.1 Customer may purchase Professional Services through the Agreement and as described therein. Depending on the service, Professional Services will be performed, either remotely or at Customer. If Customer decides to purchase Professional Services that recur, such services will be considered part of Customer’s subscription and will be renewed in accordance with section 18 below.

4.2 If there are deliverables or implementations included in the purchased Professional Services, such purchase will commence upon the agreed delivery commencement date, and it is estimated that those deliverables or the implementation will be completed within the agreed delivery period as indicated in the applicable Sales Proposal and/or order confirmation. If the purchased Professional Services are not completed at the end of the delivery period due to Customer’s failure to provide Scratcher with the necessary resources and/or failure of performing Customer’s obligations, such purchased Professional

Services will be deemed as completed at the end of the agreed delivery period.

4.3 If Scratcher builds campaign(s) and/or creates Content for Customer, it is the responsibility of Customer to review and approve the final campaign and/or Content, settings, and prize setup to ensure that the campaign and/or Content is as intended. Customer bears sole responsibility for accuracy, completeness, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of the campaign(s) and/or Content created in relation to Professional Services. Scratcher is not responsible for campaigns and Content created in relation to Professional Services. This is Customer's responsibility.

4.4 If Customer purchases or acquires Professional Services involving that Scratcher manually finds and draws winners, Scratcher finds and draws winners, matching the number of prizes that are for distribution in the given campaign. Scratcher disclaims all liability for the withdrawal of winners, handling of prizes, and information to winners. The use of prizes is solely Customer's responsibility.

Service Level and Support

5.1 Fees
Customer shall pay all fees specified in the Sales Proposal or otherwise agreed in writing. All payment obligations are non-cancellable and fees paid are non-refundable except as expressly set out in this Agreement.

5.2 Invoicing and Payment Terms
All fees shall be invoiced in advance. Payment is due within eight (8) days from the invoice date unless otherwise agreed in the Sales Proposal. Late payments shall accrue interest at 1.5% per commenced month. Reminder fees of EUR 15 per reminder may be added. Scratcher reserves the right to suspend access to the Services in case of overdue payment without relieving Customer of its payment obligations.

5.3 Taxes
All fees are exclusive of VAT and any other applicable taxes, duties, or levies, which shall be added to the invoice in accordance with applicable law.

5.4 Automatic Volume Adjustments
If Customer exceeds any agreed usage limits, including but not limited to number of users, participants, API usage, or other applicable limits specified in the Sales Proposal, the Subscription shall automatically be upgraded to the applicable pricing tier at Scratcher's then-current list price. Such upgrade shall be binding for the remainder of the current Subscription Term and cannot be downgraded until the next Renewal Subscription Term.

5.5 Professional Services
Professional Services are billed separately unless otherwise stated. Prepaid Professional Services must be used within twelve (12) months from purchase. Scratcher reserves the right to adjust pricing for Professional Services with thirty (30) days' written notice.

5.6 No Set-Off
Customer shall not be entitled to withhold, set off, or reduce any payment due under this Agreement.

5.7 The fees for the Subscription Services shall automatically increase by five percent (5%) annually at the commencement of each Renewal Subscription Term.
The adjustment shall apply automatically without prior notice and shall be calculated based on the fees applicable immediately prior to renewal, excluding any temporary discounts or promotional pricing.

Customer account registration

6.1 When the Customer subscribes for Services, they will be requested to create the Customer account on Scratcher platform and to choose or create login details such as a username and password. The Customer is entirely responsible for maintaining the confidentiality of their account and login details. Furthermore, the Customer is responsible for all activities that occur under their account using their login details. The Customer agrees to implement reasonable security measures to protect their account, including regularly updating passwords and not sharing login credentials with unauthorised parties. The Customer must notify Scratcher immediately of any unauthorised use of their account or any other breach of security. Scratcher will not be liable for any loss that may incur as a result of someone else using the Customer’s login details either with or without the Customer’s knowledge.

6.2 The Customer can authorise and designate access to their account to the Users. The Customer is responsible for ensuring that all Users comply with these Terms and Conditions.

6.3 The Customer is responsible for all actions taken within their account by themselves or by Users they authorise. This responsibility includes ensuring compliance with applicable laws and regulations in the use of the Services. Scratcher reserves the right to audit or monitor Customer account use to ensure compliance with the Agreement, subject to relevant privacy and data protection laws. Scratcher may also access the Customer’s account at the Customer’s request to provide account support services.

6.4 Agencies are permitted to use their Customer account to offer services to their own clients. In doing so, Agencies must ensure that any services offered through their Customer account adhere to the standards and limitations set forth in this Agreement.

6.5 Agency may grant access to their Customer account to their client. However, it is the responsibility of the Agency to ensure that any clients given access are made aware of and comply with these Terms and Conditions. This includes, but is not limited to, the proper use of Services, confidentiality obligations, and adherence to applicable laws and regulations. The Agency shall bear full responsibility for any actions taken by their clients within the Agency’s account. This responsibility extends to all aspects of the use of Services, including compliance with these Terms and Conditions and any financial obligations arising from such use.

6.6 The Agency is responsible for ensuring compliance with all applicable Data Protection laws and regulations in relation to any personal data collected, processed, or used while providing services to their clients using Scratcher’s Services. This responsibility includes, but is not limited to, obtaining necessary consents, providing required disclosures, and maintaining appropriate security measures for the protection of such data.

6.7 The Customer must not share their account login details, including username and password, with unauthorised parties, including other individuals or entities, unless expressly permitted under this Agreement. Sharing login credentials or allowing unauthorised access to a single User account is strictly

prohibited. The Customer acknowledges and agrees that Scratcher shall not be liable for any damages or losses arising from account sharing or misuse of login credentials by others, whether authorised by the Customer or not. In the event that Scratcher discovers the Customer has shared their account or allowed unauthorised use of their User access, Scratcher reserves the right to take corrective actions, including charging the Customer for any additional Users that would have been required to comply with this Agreement, retroactively to the date of the initial breach, and restricting or suspending the Customer's account access until compliance is restored. By agreeing to these Terms and Conditions, the Customer accepts full responsibility for all actions performed under their account and agrees to cooperate with Scratcher in addressing any identified account-sharing violations.

Customer's obligations

7.1 Customer shall only use the Services in accordance with, this Agreement, applicable laws, and regulations, including (but not limited to) those related to spamming, direct marketing, privacy, data protection, intellectual property, consumer and child protection, pornography, obscenity and defamation and the Documentation. Customer shall be responsible for the Users' acts and omissions, and it is Customer's responsibility to ensure the security of Users' passwords and equipment used to access the Services.

7.2 Customer shall not (i) use the Services in any manner that damages, disables, overburdens, or impairs any of Scratcher's websites or interferes with any other party's use of the Services; (ii) attempt to gain unauthorised access to the Services; (iii) access the Services other than through Scratcher's interface; (iv) use the Services to submit, collect, process, use or store credit or debit numbers, personal financial account information or similar identifiers, physical or mental health condition or other sensitive information subject to regulations, laws or industry standards designed to protect data privacy and security; or, (v) use the Services for any purpose or in any manner that is unlawful or prohibited by this Agreement.

7.3 All campaigns activated via Services shall (i) have clear information about the sender, such as contact information, in the form of phone numbers and addresses, within the campaign or available via link; and, (ii) in all other respects comply with applicable laws, regulations and industry standards and this Agreement.

7.4 Customer shall defend, indemnify and hold Scratcher harmless from and against any and all loss, damage or costs (including reasonable attorney's fees) incurred in connection with claims, demands, suits or proceedings brought against Scratcher by any third party alleging that the Customer Data, or Customer's use of the Services in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party or violates any law or regulation; provided that Customer has been (i) notified in writing of such claims; (ii) given control of the defence and settlement of such claims (except that Customer may not settle any claim unless it unconditionally releases Scratcher of all liability); and, (iii) given reasonable assistance by Scratcher, at Customer's expense.

7.5 The use of the Custom Style Sheet (CSS), iFrame integrations is at the Customer's own risk. This means that Scratcher will not be liable if the Customer's use of the CSS or iFrame integrations disrupts a particular campaign, Content, functionality of the website or compromises the Customer data to be collected. Nor will Scratcher be able to take steps to remedy such a breach.

Fees and payments

8.1 Customer shall pay all fees specified in the Agreement or as otherwise agreed. Payment obligations are non-cancellable and exclusive of value-added tax, which shall be added to Scratcher’s invoice(s) at the appropriate applicable rate. Fees paid are non-refundable, except as set out in section 18.3.

8.2 There are two methods for settling Services fees: (i) receipt of an invoice, subject to mutual agreement for annual plan; (ii) attaching credit card information to the Customer account for monthly subscriptions.

8.2.1 Invoicing: All invoicing is done in advance. Payment shall be made to Scratcher under the payment terms in the Sales Proposal. In the absence of specific terms, payment must be completed within eight (8) days of the invoice date. Failure to make timely payments may result in additional fees as described below.

8.2.2 Credit Card Payment: Scratcher will charge fees to the credit card registered by the Customer during the Initial Subscription Term and on the first day of each Renewal Subscription Term. The Customer authorises the credit card for payments as agreed in the Sales Proposal, allowing Scratcher to continue charging all such amounts until the termination of Services or until these amounts are paid in full, whichever is later. If there are insufficient funds on the Customer’s credit card or for other reasons preventing billing, the Subscription Term remains valid. The Customer is responsible for promptly updating credit card and other payment details. Failure to make timely payments may result in additional fees. Customer authorises Scratcher to charge any renewal fees and any outstanding amounts to the registered payment method without further notice.

8.2.3 The Customer is solely responsible and liable for any upgrades or changes to the Services made through their account. All fees associated with such upgrades will be added to the Customer’s account and are payable under the terms outlined in this Agreement.

8.3 Late payment is charged from the invoice due date with one and a half (1.5) percent of the outstanding balance per month, with an additional EUR 15.00 reminder fee per reminder. Customer must ensure current, complete, and accurate address, billing, and credit card information. Prompt updates are required to maintain accurate account details. In the event of lost or stolen credit cards or suspected account breaches, the Customer must promptly notify Scratcher. Scratcher reserves the right to suspend Services delivery and access to the Subscription Services if payment is not received or cannot be charged, post-reminder. Such suspension does not absolve the Customer of payment obligations, and Scratcher is not liable for any loss or damage resulting from such suspension.

8.4 Customer shall carry the cost for the booked meeting(s) and/or session(s) regarding Professional Services if such booked meeting(s) and/or session(s) has not been rescheduled or cancelled with at least one (1) business day’s prior notice. Notwithstanding such notice, Customer shall carry non-refundable costs relating to accommodation and travel expenses or similar in connection with such booked meeting(s) and/or session(s).

8.5 Prepaid hours for Professional Services shall be valid for use during a period of twelve (12) months from the date of purchase. Scratcher reserves the right to adjust prices for Professional Services with seven (7) days prior notice.

8.6 Customer shall pay all fees payable under this Agreement in full including all sales tax, VAT, GST, or other taxes or duties imposed in respect of the Services in accordance with this Agreement and applicable

laws and regulation.

Customer Data

9.1 Customer retains all rights to the Customer Data and Scratcher shall only use the Customer Data in accordance with this Agreement and otherwise in order to fulfil its obligations to Customer and/or to exercise its rights and obligations under this Agreement.

9.2 Upon termination of the Subscription Term, Customer will not have access to the Subscription Service and Scratcher will permanently delete and destroy the Customer Data in accordance with Scratcher's standard procedures for deletion of data, which inter alia includes (i) that Scratcher reserves the right to permanently delete and destroy all copies of the Customer Data the day following the last day of the Subscription Term; and, (ii) that Scratcher will, unless otherwise required by mandatory applicable law, permanently delete and destroy all copies of the Customer Data within a reasonable timeframe, taking into account the back-up and administrative procedures applied by Scratcher from time to time. It is the sole obligation of Customer to ensure that it possesses all necessary back-up of the Customer Data that it desires to retain when this Agreement is terminated.

9.3 During the Subscription Term, Customer may export, download, and delete all Customer Data from the Subscription Service as put forth in the Documentation. If Customer requires assistance in managing Customer Data, Customer shall provide a written request to Scratcher no later than fifteen (15) days prior to the end of the Subscription Term. Assistance will be provided as Professional Services against an administrative fee.

9.4 Unless otherwise agreed, Scratcher reserves the right to delete data (e.g., Personal Data, visitors/participants, etc.) stored in the Subscription Service that is older than three (3) years.

9.5 If Customer is using a free trial of the Subscription Service, Scratcher will permanently delete all Customer Data after the end of the free trial period, unless Customer purchases a paid subscription to the Services before the end of the free trial period. Scratcher will not recover the deleted Customer Data.

Personal Data

10.1 If any Customer Data constitutes Personal Data, Customer shall be the controller (determining the purposes and means of the Personal Data processing) and Scratcher shall be the processor acting on Customer's behalf. The terms and conditions of such processing are stated in the Data Processing Agreement (Annex 2).

Intellectual Property Rights

11.1 Scratcher shall hold title to any and all intellectual property rights and technical solutions in or relating to the Services. Such intellectual property rights and technical solutions may only be used by Customer in the manner stated in this Agreement. Under no circumstances shall Customer or a third party acquire any intellectual property rights to the Subscription Service, Code, or to the software or technical solutions used in the Services, or to any trademark or any other business mark belonging to or used by Scratcher. Access to the Subscription Service is only granted as explicitly set out herein and Customer thus only receives the limited right to use the Subscription Service during the Subscription Term and in accordance with this

Agreement. Any rights not expressly granted herein are reserved by Scratcher.

11.2 Customer shall not, directly or indirectly, (i) modify, decompile, disassemble or reverse engineer the Subscription Service or attempt to discover the Code and/or underlying structure, ideas or algorithms of the Subscription Service or any software, data or documentation related to or provided with the Subscription Service; (ii) modify, translate or create derivative works based on the Subscription Service; (iii) access or use the Subscription Service to build (or support or assist a third party in building) any product or service competing with the Subscription Service; or, (iv) in any way transfer or encumber rights to the Subscription Service. Customer shall use the Subscription Service explicitly for its internal business operations and not for the operations of a third party, e.g., as a service bureau or time-sharing service.

11.3 Scratcher shall own all suggestions, recommendations, improvement or enhancement request or other feedback provided by Customer or User(s) regarding the Services, and Customer hereby makes and/or undertakes to make all assignments and take all reasonable acts necessary to accomplish the foregoing assignment to and ownership by Scratcher.

Reference

12.1 Scratcher is entitled to disclose the fact that Customer is a paying customer of Scratcher and to use Customer’s name and logo (in accordance with Customer’s guidelines) to identify Customer as a customer of Scratcher on https://scratcher.io
and in other promotional and marketing material.

12.2 Scratcher is entitled to use Customer’s ended campaigns on https://scratcher.io
and in other promotional and marketing material.

Delivery Refusal

13.1 In addition to what is otherwise agreed under this Agreement, Scratcher reserves the right to immediately suspend Customer’s access to all Services if Customer uses or has declared its intent to use any Services in violation of this Agreement, any laws or regulations or if the Services are used for activities regarding racism, fascism, pornography, spam and purchased email addresses/mobile telephone numbers, pyramid schemes or similar activities or any other use in violation of this Agreement.

13.2 If Customer’s use of the Services (i) is being subjected to denial of service attacks or other disruptive activity; (ii) is being used to engage in denial of service attacks or other disruptive activity; (iii) is creating a security vulnerability for the Subscription Service or others; (iv) is consuming excessive bandwidth; or, (v) is causing harm to Scratcher or others, then Scratcher may, with electronic or telephonic notice to Customer, suspend all or any access to the Services. Scratcher will try to limit the suspension to the affected portion of the Services and promptly resolve the issues causing the suspension of the Services.

13.3 If Customer is using the Free Services, Scratcher reserves the right to suspend, limit, or terminate the Free Services for any reason at any time without notice. Scratcher may terminate Customers’ subscription to the Free Services due to inactivity.

Confidentiality

14.1 The Receiving Party shall (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature (but not less than reasonable care); (ii) not use any Confidential Information for any purpose outside the scope of this Agreement; (iii) except as otherwise authorised by the Disclosing Party in writing, limit access to Confidential Information to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Upon notice to the Disclosing Party (to the extent notice is legally permitted), the Receiving Party may disclose Confidential Information if required by mandatory law, regulation, or legal process.

14.2 Upon a written request from the Disclosing Party, the Receiving Party shall promptly return or destroy any Confidential Information (excluding Customer Data, which will be deleted in accordance with section 6.2).

14.3 Notwithstanding anything to the contrary, Scratcher shall have the right to collect and analyse data and other information relating to the provision, use, and performance of various aspects of the Subscription Service and related systems and technologies (including information aggregated from Customer Data and data derived therefrom), and Scratcher shall (during and after the term of the Agreement) be entitled to (i) use such information and data to improve and enhance the Subscription Service and for other development, diagnostic and corrective purposes in connection with the Services; and, (ii) disclose such data solely in aggregate or other de-identified forms in connection with its business. Any such data derived from Personal Data shall only be used or disclosed in aggregated and anonymised form that does not identify the Customer, its Users or any data subject. No rights or licences are granted except as expressly set forth herein.

Limited Warranty

15.1 Scratcher warrants (i) that the Subscription Service will under normal use and circumstances perform substantially and materially in conformance with the applicable Agreement and the description on https://scratcher.io
; and, (ii) that the Professional Services provided under this Agreement shall be performed in a professional and workmanlike manner.

Limitation of Liability

16.1 Scratcher, its employees, officers, directors, affiliates, or agents, shall under no circumstances be liable for loss of profits, business, contracts, revenue, or anticipated savings or any other indirect or consequential costs, losses, or damages. If Customer is only using the Free Services, Customer expressly agrees that the use of the Free Services will be at their sole risk and Scratcher will in no event have any liability hereunder to Customer for any damages whatsoever, including but not limited to direct, indirect, special, incidental, punitive, or consequential damages, or damages based on lost profits, data or use, however, caused and, whether in contract, tort or under any other theory of liability, whether or not Customer has been advised of the possibility of such damages.

16.2 In the event of major defects that seriously impede Customer’s use of the paid Services and that are attributable to Scratcher, Scratcher undertakes to use its best endeavours to rectify such defects without unreasonable delay. In the absence of intent or gross negligence by Customer, Scratcher otherwise assumes no responsibility for defects, interruptions, or deficiencies in the Services. Customer shall not be entitled to a reduction in payment (or repayment of fees paid), or to damages or other sanctions in the event of operational disruption or errors that impede data traffic or otherwise the use of the Services unless caused by Scratcher with intent or gross negligence.

16.3 Notwithstanding what is otherwise stated in this Agreement, Scratcher shall defend and indemnify Customer from and against any damage, cost, and expense, including reasonable attorneys’ fees, incurred as a result of any claim, suit, or proceeding brought against Customer based on a claim that the use of the Services provided by Scratcher under this Agreement constitutes an infringement of any third party intellectual property right; provided that Scratcher has been notified promptly in writing of such claim, and given full authority, information, and assistance to handle the claim or the defence of any suit, proceeding or settlement, and provided further that Scratcher shall have no obligations under this section to the extent any claim is based on the combination or use of the Services with other software, hardware or services not provided by Scratcher (e.g. Third Party Products) where the Services would not otherwise itself be infringing. In the event that the Services in such suit or proceeding are held to constitute an infringement, or if in Scratcher’s reasonable opinion the Services may constitute such infringement, and/or its further use is enjoined, Scratcher shall, at its own expense and at its option, either (i) procure for Customer the right to continue the use of the Services; (ii) replace the Services with non-infringing services of materially equivalent function and performance; or, (iii) modify the Services so that it becomes non-infringing without materially detracting from function or performance. Should none of these measures be technically, commercially, or economically reasonable to Scratcher (as determined by Scratcher), then either party may terminate this Agreement. Upon such termination, Scratcher shall refund the amount of fees paid in advance in respect of not yet used Services.

16.4 To the extent permitted under mandatory law and except in the event of intent or gross negligence, Scratcher’s total aggregate liability under this Agreement shall in all cases be limited to the total fees paid by Customer during the twelve (12) months preceding the event giving rise to the claim.

Indemnification

17.1 Customer agrees to indemnify and hold harmless Scratcher, its employees, officers, directors, affiliates, or agents, from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys’ fees, resulting, whether directly or indirectly, arising out of the use of the Services, including but not limited to your violation of the Agreement. Customer also agrees to indemnify and hold harmless the Scratcher, its employees, officers, directors, affiliates, or agents, from and against any and all claims brought by third parties arising out of the use of any of the Services and the Content Customer makes available via any of the Services by any means.

Term and Termination

18.1 This Agreement enters into force upon acceptance by Customer in a Sales Proposal, Agreement, order confirmation, or in any other form and continues for the Initial Subscription Term specified therein (and for any Renewal Subscription Terms thereafter as further set out below).

18.2 This Agreement shall automatically renew for successive twelve (12) month periods unless otherwise expressly agreed in the Sales Proposal, and unless Customer provides written notice of termination in accordance with section 18.4.
Notice of termination must be received by Scratcher no later than three (3) months prior to the expiration of the current Subscription Term, regardless of the length of the Initial Subscription Term.
Failure to provide such written notice within the applicable notice period shall result in automatic renewal for a new twelve (12) month period, and Customer shall remain fully liable for all fees applicable to the renewed term.
Customer acknowledges that renewal constitutes a binding commercial commitment for the full Renewal Subscription Term.
Scratcher has no obligation to provide reminder of renewal or termination deadlines.
Any discounts, promotional pricing, or special commercial terms granted during the Initial Subscription Term shall apply only for the explicitly agreed period and shall not apply to any Renewal Subscription Term unless expressly agreed in writing.
Upon renewal, the applicable standard list price at the time of renewal shall apply. Scratcher’s list price shall mean the publicly available standard pricing applicable at the time of renewal or, where no public pricing exists, Scratcher’s standard commercial pricing applied to comparable customers.
The obligation to pay renewal fees arises automatically upon renewal and is not conditional upon issuance of invoice.

18.3 Each party shall be entitled to prematurely terminate this Agreement for cause in writing where the other party is in material breach of its obligations under this Agreement and fails to effect rectification within ten (10) days of a written demand thereof or if the other party becomes bankrupt or otherwise insolvent. If Customer terminates this Agreement for cause (including termination in accordance with sections 10 (Annex 2, section 7), 16.3, and 19.7), Scratcher will promptly refund any prepaid but unused fees covering the use of the Subscription Service after termination. Fees are otherwise non-refundable. Scratcher shall be entitled to terminate this Agreement where such termination rights are explicitly set forth in this Agreement. If Scratcher terminates this Agreement, Customer will promptly pay all unpaid fees due through the end of the Subscription Term. The Customer hereby agrees that Scratcher will bill the amount of such unpaid fees to the credit card provided to Scratcher or issue an invoice for payment, as applicable.

18.4 Termination shall only be valid if sent in writing to contact@scratcher.io
and shall only become effective upon written confirmation from Scratcher.
Customer bears the risk for ensuring that termination notice is received by Scratcher within the applicable notice period.
Non-payment does not constitute termination.

Miscellaneous

19.1 This Agreement, including its annexes and amendments hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements, proposals, or representations, written or oral, concerning its subject matter. Scratcher objects to and rejects any additional or different terms proposed by Customer, including those contained in Customer's purchase order, acceptance, or website. Except for what is explicitly stated in this Agreement, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted.

19.2 These Terms & Conditions will in all respects replace and supersede any previously agreed terms and conditions between Customer and Scratcher with effect also for any previously agreed agreement and for any otherwise previously ordered Services, and any such previously agreed Agreement or Services will thus in all respects be governed by this Agreement. In the event of any conflict or inconsistency between the provisions of these Terms & Conditions and an agreed written amendment between Scratcher and Customer, which explicitly and specially revises a specific condition in the Terms & Conditions, such amendment shall prevail.

19.3 If any part of the Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

19.4 The Parties agree that no joint venture, partnership, or employment exists between them.

19.5 Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if such default or delay results from causes beyond its reasonable control, including but not limited to an act of war, hostility, or sabotage, or electrical, internet or telecommunication outage that is not caused by the obligated party. The party claiming to be affected by such force majeure events shall immediately notify the other party in writing and each party shall use reasonable efforts to mitigate the effect of the force majeure event.

19.6 Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the above, Scratcher shall be entitled, in whole or in part, to assign its rights and obligations under this Agreement without Customer's prior consent (i) to a company within the same group of companies as Scratcher; or, (ii) in connection with a sale of all, or substantially all, of the assets of Scratcher to a third party. Scratcher will notify the Customer of such an assignment. This Agreement shall be binding upon and will inure to the benefit of the parties, their successors and assigns of the parties hereto.

19.7 Amendments
Scratcher reserves the right to amend these Terms & Conditions and such amended Terms & Conditions will thereafter govern and apply to the entire Agreement and in all respects replace and supersede any previously agreed terms and conditions between Customer and Scratcher. The amendments shall be made available on https://scratcher.io
or within the Subscription Services. Customer shall be informed of such amendments by email and Customer

shall be deemed to have received such notice within two (2) weeks of the notice being sent by email. Where Customer does not accept the amendment, Customer shall be entitled, within thirty (30) calendar days from the date the email was sent, provided that the changes have a material adverse effect on Customer, to terminate this Agreement effective at the end of the Customer's current Subscription Term. Where this Agreement is not terminated by Customer within the aforementioned time, Customer shall be deemed to have accepted the new terms and conditions of this Agreement.

19.8 Customer acknowledges and agrees that Third Party Sites and Third Party Products are not under Scratcher's control and that, if provided, Third Party Sites and Third Party Products are provided only as a convenience. The availability of any Third Party Site or Third Party Product does not mean Scratcher endorses, supports or warrants the Third Party Site or the Third Party Product and Scratcher disclaims all liability (on behalf of itself and its licensors) with respect to Third Party Products that Customer may use in connection with the Subscription Service.

19.9 The following terms shall survive expiration or termination of this Agreement: Sections 8 (Fees and payments), 9 (Customer Data), 10 (Personal Data (Processor Agreement)), 11 (Intellectual Property Rights), 14 (Confidentiality), 15 (Limited Warranty), 16 (Limitation of Liability), 18 (Term and Termination), 19 (Miscellaneous) and 20 (Disputes) of these Terms & Conditions, all terms of this Agreement requiring Customer to pay any fees for the Services provided prior to the time of expiration or termination and all other provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement.

19.10 No Reliance
Customer acknowledges that it has not relied on any representation, statement, promise, or warranty not expressly set out in this Agreement.

Disputes

20.1 This Agreement shall be governed by the laws of Denmark, excluding its principles on conflict of laws, and any suit, action or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by the ordinary courts of Denmark, with the Copenhagen City Court (in Danish: Københavns Byret) as the court of first instance.

20.2 Notwithstanding any other provisions of this section 20, any action for collection of any payment obligation may be brought in any court with competent jurisdiction.

20.3 Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than twelve (12) months after the cause of action has accrued except where prohibited by mandatory law.