Schedule 1: Terms and Conditions for the Supply of ClickLearn Services

Version: 5 | Date of release: October 2026

These ‘Terms and Conditions for the Supply of ClickLearn Services’ apply to and are incorporated by reference into the Purchase Order made by and between ClickLearn ApS and the Customer (as identified on the Purchase Order) and sets forth the terms and conditions under which ClickLearn ApS will supply or provide access to certain software solutions, applications, maintenance and support to the Customer.

ClickLearn ApS (“ClickLearn” or “Supplier”) incorporated under the laws of Denmark and registered in the Danish Company Register (CVR) under the no. **33075731** with its main establishment at Sjæleboderne 2, 1122 Copenhagen K.

1.0 Definitions and Interpretation

1.1 The definitions in this clause apply to this Agreement. A reference to a statute or statutory provision is a reference to it as it is in force at any time, including all subordinate legislation.

Definition	Interpretation
Agreement	The Purchase Order and these Terms and Conditions, plus any schedules or appendices referenced or linked.
Authors	Registered named individuals with the Customer (and/or Partner, if relevant) as per the License, who are permitted to create, edit, and maintain Content.
Business day	Any day other than a Saturday, Sunday, or public holiday in Denmark.
Confidential information	Any business or proprietary information, whether marked confidential or identified as such in Clause 13.
Controller, Processor, Data Subject….	As defined under applicable Data Protection Law.
Content	All items, files, and recordings created by Authors via the Services to be consumed by End-Users.
Customer	The legal entity buying or using the Services via the Purchase Order.
Customer data	All data and Content created or input by the Customer’s Authors while using the Services.
Data Protection Legislation	Relevant privacy laws, including the Danish Data Protection Act, GDPR, and related guidance.
Effective date	The date on which ClickLearn confirms acceptance of the Purchase Order.
End-users	Users authorized by the Customer to access Customer’s Content per the Order, calculated via unique logins per the license term.

Fees	All fees the Customer pays under the Agreement for Licenses or services, as set out in the Purchase Order.
License	The rights and access granted per the Purchase Order; governed by License Type/Variables as defined in Sub-Schedule 1.2.
License type	As described and updated in Sub-Schedule 1.2.
License variables	Means (in addition to the License Type(s)) the variables as described in Sub-Schedule 1.2 from time to time.
Normal business hours	09:00–17:00 CET/EST on Business Days.
Partner	A Customer who has entered a partnership agreement with ClickLearn.
Platform	The third-party software/applications that the Services integrate with as per the License.
Privacy policy	https://www.clicklearn.com/docs/privacy-policy/
Purchase order	The official ClickLearn order document specifying the Services purchased.
Services	All services provided by ClickLearn—cloud, on-premise, and support services—as described in this Agreement, the applicable Purchase Order, and the System Documentation. Certain Services may include in-application guidance, contextual assistance, or user adoption features that present information to End-Users based on application context, without modifying the Customer's underlying systems, data, or business logic.
System documentation	Online technical instructions and requirements published on ClickLearn Learning Portal.
Term	The period for which Services are rendered, as stated in your Purchase Order.
Terms and conditions	means these Terms and Conditions for the Supply of ClickLearn Services.
Trial	Means the Customer is given access to use some or all of the Services free of charge for a limited time, as determined solely by ClickLearn.
Trial customer	Refers to the legal entity that enters into an agreement with ClickLearn to participate in a Trial of the Services.
Trial period	The specific timeframe, set solely at ClickLearn's discretion, during which the Trial is active and the Services may be used by the Trial Customer without charge.

Virus	Covers any device, software, code, file, or program – including but not limited to viruses, worms, or trojan horses – that may disrupt, damage, or negatively affect the operation of software, hardware, networks, telecommunications systems, or data. This includes cases where the effect is to impair performance, block access, alter or erase programs/data (in whole or in part), or otherwise degrade the user's experience.

2.0 The Services

2.1 ClickLearn will deliver the Services specified in your Purchase Order and any written amendments agreed later.

2.2 As a Customer, you agree to use the Services only for their intended business purpose, including creating, managing, and consuming Content and related guidance in connection with your internal use of the platforms supported by the Services. Any other use is not permitted unless ClickLearn agrees in writing.

3.0 Fees, Charges and Payments

3.1 Fees and License Scope

You must pay all Fees to ClickLearn for the Services and licenses as per the types/variables and any additional purchases shown in your Purchase Order. Only ClickLearn's official Purchase Order format is accepted.

3.2 Payment Terms

Payment deadlines are as specified in your Purchase Order. Some online orders must be paid immediately at order time.

3.3 Taxes and Fee Treatment

Unless stated otherwise in your Purchase Order, all Fees are payable in euros (€). Fees are exclusive of any taxes, duties, or similar charges. You are responsible for paying all applicable taxes related to your purchase. If ClickLearn is legally required to pay taxes on your behalf in your jurisdiction, you will reimburse ClickLearn for those amounts. Except as expressly set out in this Agreement (including Clauses 7.3, 7.4, 11.3, and 16), all Fees paid or payable are non-cancellable and non-refundable.

3.4 End-User Count and Adjustments

You may use the Services for the number of End-Users stated in your Purchase Order. If you need more End-Users, you can purchase additional End-Users at any time. If your use exceeds the number of End-Users in your Purchase Order, ClickLearn may proportionally increase your Fees. Any future renewal will take the actual End-User count as the basis.

3.5 License Terms and Renewal Changes

License Type-specific terms may also apply (see Sub-Schedule 1.2). ClickLearn will not change any material terms of the Services or reduce the scope of the License during the current Term. Any updates to License Types or License Variables may take effect at the start of a renewed Term upon prior notice to the Customer.

3.6 Payment Delays and Service Access

If an invoice for Services is unpaid, ClickLearn can suspend part or all of your Services until you pay outstanding fees.

3.7 Renewal Pricing Adjustments

Prices are adjusted annually by two percent (2%). Where the annual change in the EU Harmonized Index of Consumer Prices (HICP) is higher than two percent (2%), Prices are adjusted by that change instead. Fees are based on the Prices in effect on the invoice date. Fees invoiced and paid for in advance are not affected by subsequent Price adjustments. ClickLearn will notify adjusted Prices no later than thirty (30) days before the relevant renewal date.

4.0 Customer Data

4.1 Ownership of Customer Data

You own your Customer Data and are responsible for its legality and quality. You may request export of your data in formats supported by ClickLearn.

4.2 Backup and Data Restoration

ClickLearn will provide security and backup services for Customer Data, as it finds appropriate. If data is lost or damaged, ClickLearn shall use reasonable efforts to restore it from backup. If restoration is not possible, this is your only remedy.

4.3 Privacy Policy

When providing Services, ClickLearn will follow its Privacy Policy (subject to change as described there).

4.4 Data Protection Compliance

Both parties must comply with applicable Data Protection Legislation. You must have all needed consents and notices to share any Personal Data with ClickLearn for the term and purpose of this Agreement.

4.5 Use of Production and Personal Data

The Customer should avoid using live production data or unnecessary personal data in the Services. Where limited personal data is used for legitimate business purposes, the Customer acts as Data Controller and remains responsible for ensuring that such use has a lawful basis and complies with applicable Data Protection Legislation.

4.6 In-Application Processing

Where in-application Services are enabled, ClickLearn processes application context information in accordance with the Data Processing Addendum.

5.0 General restrictions

5.1 Permitted Use and License Limits

You may use the Services only as expressly permitted under this Agreement and your purchased License.

Unless required by applicable law, you must not:

(a) exceed the number of permitted Authors or End-Users;

(b) access or use features, functionality, or integrations not included in your License;

(c) copy, modify, create derivative works from, frame, mirror, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Services, except to the extent such restriction is not permitted by applicable law;

(d) make the Services available to third parties or use the Services to provide services to third parties;

(e) sell, rent, license, transfer, assign, distribute, or otherwise commercially exploit the Services;

(f) use the Services to store, distribute, or transmit viruses or any unlawful, harmful, discriminatory, violent, obscene, or otherwise illegal content.

5.2 Fair and Intended Use Principles
Your use of the Services must remain consistent with their intended purpose and the scope of your applicable License. You must not use storage capacity, processing resources, or system functionality in a manner that materially exceeds reasonable usage levels for customers with similar licenses.

ClickLearn may monitor usage levels and, where usage materially exceeds the permitted or reasonable scope, may require you to reduce such usage or upgrade your License accordingly. If excessive usage is not addressed within a reasonable period following notice, ClickLearn may suspend the affected Services in accordance with Clause 3.6.

Delays or reduced performance resulting from unusually large data volumes or excessive usage do not constitute a breach of this Agreement.

5.3 Compliance Measures

ClickLearn may remove or restrict access to any material that breaches this section.

5.4 Use Within the Customer Organization

All rights under this Agreement are granted to you (the Customer) only- not to your affiliates, subsidiaries, or related companies, unless specified in your Purchase Order or License Terms.

6.0 Additional Services

6.1 You may order additional Services during any Term. Orders can be placed online, by email, or by phone; confirmation comes via ClickLearn's invoice.

6.2 Payment terms for extra Services follow your existing Purchase Order and these Terms.

6.3 Additional purchases during a Term will be invoiced at the time of order. Any recurring fees will be pro-rated to align with the current Term.

7.0 Suppliers Obligations

7.1 Service Performance Warranty

ClickLearn shall provide the Services with reasonable skill and care and warrants that the Services will materially conform to the applicable documentation.

7.2 Product Evolution and Updates

The Services are not tied to any specific version, functionality, or feature set. ClickLearn may, from time to time and at its discretion, enhance, modify, update, or correct the Services. Features and functionality may vary depending on the Customer's environment, and the Customer shall access and use the Services as made available at the relevant time.

7.3 Continuity of Core Functionality

ClickLearn may, at its discretion, improve, modify, add, or remove features or functionality of the Services, or correct errors, from time to time. If ClickLearn permanently removes functionality that is fundamental to the core purpose of the Services as described in the applicable Purchase Order, or removes such functionality for a continuous period exceeding two (2) months, you may terminate the affected Service and receive a proportionate refund of any prepaid Fees for the remaining unused period.

For the purposes of this Clause, “key functionality” means functionality that is fundamental to the core purpose of the Services as described in the applicable Purchase Order. Temporary interruptions, degradations, or limitations resulting from updates, maintenance, security measures, or technical or operational changes do not constitute removal of key functionality under this Clause.

7.4 Service Availability and Discontinuation

ClickLearn may discontinue any Service, or make it unavailable in a market, with 12 months’ notice. You will be refunded prepaid fees after the discontinuation date. You must stop usage after this date and have no other claim.

7.5 Remedies for Non-Conformity

If the Services fail to comply with Clause 7.1, ClickLearn shall use reasonable efforts to correct the non-conformity or provide a reasonable workaround. This Clause sets out the Customer’s exclusive remedy for any failure of the Services to conform to the warranties in this Agreement. These obligations shall not apply where the Services are misused, used contrary to documentation, or modified by any party other than ClickLearn or its authorized agents.

7.6 Service Availability Disclaimer

ClickLearn does not warrant uninterrupted or error-free use or that content will meet every Customer need and is not responsible for delays or losses caused by the internet or communications networks.

7.7 Authority and Compliance Warranty

ClickLearn warrants that it has and will maintain all necessary licenses, consents, and permissions required to fulfill its obligations under this Agreement.

7.8 AI-Enabled Functionality

Where the Services include AI-enabled functionality, such functionality operates on and presents Customer-provided Content made available within the Services.

8.0 Customer's Obligations

8.1 You must work together with ClickLearn on everything connected to this Agreement.

8.2 You need to provide ClickLearn with any information, cooperation, or access reasonably requested so they can deliver the Services—this includes Customer Data.

8.3 You are responsible for following all laws and regulations that apply to your use of the Services.

8.4 You must make sure your own systems, networks, and telecommunication lines meet ClickLearn’s requirements. ClickLearn is not responsible for problems caused by your own IT setup.

8.5 You must ensure that your Authors and End-Users follow these Terms. You are responsible for their actions and any misuse.

8.6 If you delay or fail to provide necessary information or support, ClickLearn may adjust delivery times and is not responsible for resulting delays.

9.0 Specific Cloud Service Terms

9.1 These terms apply when ClickLearn delivers the Services as cloud services.

9.2 Data Protection Roles and Responsibilities

For data protection law, you are the "Controller" of Personal Data, and ClickLearn is the "Processor". The Data Processing Addendum in Sub-Schedule 1.3 applies to services where ClickLearn processes your Personal Data.

9.3 Service Levels and Support

The Service Level Agreement covered by Sub-Schedule 1.1 sets out the availability and support standards for these services.

9.4 Security Measures and Data Protection Standards

ClickLearn applies the same technical and organizational security measures across its Cloud Services for all customers. Where the GDPR does not formally apply to the Customer or the processing activities, ClickLearn will nevertheless apply the technical and organizational measures described in the Data Processing Addendum. These measures are standard, non-negotiable, and apply uniformly to all customers.

10.0 On-Premise Service Terms

10.1 These terms apply to Services delivered as on-premise software for installation in your IT infrastructure.

10.2 You must follow the technical requirements specified in the System Documentation. These requirements may change and it is your responsibility to keep your systems compatible.

10.3 Some cloud features may not be available in the on-premise version. Whether and when to add such features to the on-premise version is ClickLearn's decision.

10.4 You must keep your IT systems up to date to support the Service fully.

10.5 During the Term, ClickLearn will provide you with the relevant on-premise Services and accompanying documentation under these Terms.

10.6 When ClickLearn processes Personal Data in connection with on-premise software, the data protection rules in clause 9.2 also apply.

11.0 Warranty, Maintenance, and Support

11.1 Support services and their scope are set out in Sub-Schedule 1.1 (Service Level Agreement).

11.2 Performance Warranty Period

During the Term, ClickLearn will provide maintenance and support services for the Services in accordance with the Service Level Agreement.

11.3 Service Corrections and Remedies

If a defect in the Services is reported and is attributable to ClickLearn (and not to misuse, unauthorized modification, or the Customer's IT environment), ClickLearn will use reasonable efforts to remedy the defect in accordance with the Service Level Agreement. Where correction is not possible, ClickLearn may provide a reasonable workaround.

11.4 Warranty Exclusions

The maintenance and support obligations under this Clause 11 do not apply where issues arise from misuse, unauthorized changes, or failures in the Customer's own systems or environment.

11.5 Updates and Upgrades

Updates, upgrades, and improvements to the Services may be released from time to time and will be made available in accordance with Clause 7.

12.0 Propriety Rights

12.1 Ownership of the Services

ClickLearn owns all intellectual property rights in its Services, software, and documentation. This includes all improvements, adaptations, and versions.

12.2 Customer Data Rights

You retain all rights in your Customer Data, except as otherwise specified in this Agreement or in Sub-Schedule 1.2, where certain license-specific terms may apply.

12.3 No Implied Rights

No additional rights (such as licenses or ownership) are given to you except those clearly stated in this Agreement.

13.0 Confidentiality

13.1 Definition and Scope

Each party may receive Confidential Information from the other during the performance of this Agreement. The following types of information are **not** considered Confidential Information: a. Information which becomes public other than as a result of a breach by the receiving party; b. Information which the receiving party already lawfully possessed before disclosure; c. Information received lawfully from a third party without confidentiality restrictions; or d. Information independently developed by the receiving party, as evidenced by written records.

13.2 Confidentiality Obligations

Subject to this Clause 13, each party must keep the other party's Confidential Information confidential and not disclose it to any third party, nor use it for any purpose except to perform this Agreement.

13.3 Protection Measures

Each party must take all reasonable steps to ensure its employees and agents do not disclose or distribute the other party's Confidential Information in violation of this Agreement.

13.4 Required Disclosures

A party may disclose Confidential Information only if required to do so by law, a regulatory body, or a court of competent jurisdiction. Where legally allowed, the party disclosing must provide as much advance notice as possible to the other party and consider the other party's reasonable requests about the disclosure.

13.5 Third-Party Incidents

Neither party shall be liable for loss, destruction, alteration, or unauthorized disclosure of Confidential Information caused by third parties beyond its reasonable control, except to the extent resulting from its breach of this Agreement or failure to implement reasonable security measures. Furthermore, disclosures required by applicable law shall not constitute a breach.

13.6 ClickLearn Confidential Information

The Customer acknowledges that information about the Services and results of any Service performance testing are ClickLearn's Confidential Information.

13.7 Customer Confidential Information

ClickLearn agrees that Customer Data is Customer's Confidential Information.

13.8 Public Communications

No party shall make, nor permit anyone else to make, any public announcement about this Agreement without the other party's prior written consent (not to be unreasonably withheld or delayed), unless legally required to do so by law, regulation, or court order.

13.9 Survival of Confidentiality

The obligations in this Clause 13 survive the end of this Agreement.

14.0 Intellectual Property Indemnification

14.1 Indemnification Commitment

ClickLearn will defend you, your employees, officers, **principals**, and directors if someone claims that your use of ClickLearn's Services or System Documentation (in the way it was provided to you) infringes a third party's intellectual property rights. This includes any claims related to patents, copyrights, trademarks, database rights, or confidentiality. ClickLearn will also cover any amounts awarded against you in a judgment or settlement of such claims, **and your reasonable attorney fees and costs incurred in connection with the claim**.

14.2 Indemnification Procedure

If such a claim arises:

1. You must notify ClickLearn promptly **in writing** and give us all reasonable cooperation, at our expense.
2. ClickLearn will have full control over the defense and settlement of the claim.

14.3 Resolution Options

If a claim like this is made or seems likely:

- ClickLearn may, at its own cost, either obtain rights for you to continue using the Services, replace or modify the Services so they no longer infringe, or end this Agreement with at least seven (7) Business Days' written notice and refund you for any unused, prepaid fees for Services after termination.

14.4 Limitations on Indemnification

ClickLearn will not indemnify you if the claim results from:

1. Any **unauthorized** changes you made to the Services or documentation,
2. Your use of the Services against our written instructions,
3. Your continued use of the Services after being informed of a potential or actual infringement.

14.5 Scope of Indemnification

Except in cases where ClickLearn has acted with willful misconduct, gross negligence, or fraud, this indemnity clause is your only protection, and our only obligation, regarding any third-party claims that the Services or documentation infringe intellectual property rights.

15.0 Limitation of Liability

15.1 Liability Cap

Except for ClickLearn's obligations under Clause 14 (Indemnification), ClickLearn's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Fees paid by the Customer to ClickLearn under this Agreement during the twelve (12) months immediately preceding the event giving rise to the first claim.

15.2 Excluded Damages

To the maximum extent permitted by applicable law, ClickLearn shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or for any loss of profits, revenue, business, goodwill, anticipated savings, or data, or for any business interruption, arising out of or in connection with this Agreement, even if ClickLearn has been advised of the possibility of such damages, except for loss of data resulting from ClickLearn's material breach of its data protection or information security obligations.

15.3 Non-Excludable Liability

These limits do not apply to liability that cannot be excluded or limited under law (for example, liability for death or personal injury caused by negligence).

16.0 Term Renewal and Termination

16.1 Term of the Agreement

The Agreement starts on the Effective Date and runs for the Term specified in your Purchase Order.

16.2 Renewal Process

ClickLearn will notify the primary license contact in advance that the subscription is approaching renewal.

Renewal invoices are issued prior to the renewal date and reflect the applicable Fees for the upcoming Term, including any adjustments under Clause 3.7. Renewal invoices are due in accordance with the payment terms set out in the applicable Purchase Order.

The Agreement renews only if the renewal invoice is paid in accordance with those payment terms.

16.3 Payment and Continuity

If a renewal invoice is not paid when due, ClickLearn will issue payment reminders and may temporarily suspend access to the Services while seeking to resolve the outstanding payment.

Termination for non-payment will not occur earlier than fourteen (14) days after the renewal invoice due date and only after reasonable notice.

If the subscription is terminated due to non-payment, reinstatement will depend on product availability and ClickLearn's then-current pricing and terms.

16.4 Termination for Material Breach

Either party can terminate for material breach if the other does not remedy the breach within thirty (30) days of written notice, unless the material breach relates to unpaid invoices under Clause 3.6.

16.5 Insolvency Termination

Either party can immediately terminate if the other becomes insolvent or similar proceedings are started.

16.6 Post-Termination Matters

When the Agreement ends for any reason, you must stop using all Services and pay any outstanding fees immediately. Customer Data will be available for export for up to thirty (30) days after termination, after which ClickLearn may delete it.

17.0 Amendments

17.1 ClickLearn may update these Terms from time to time, for example to reflect changes in applicable law, regulatory requirements or the Services, or to make the Terms clearer and more consistent for all customers.

17.2 ClickLearn will give the Customer at least thirty (30) days' prior notice of any material change by written notice or through the customer portal.

17.3 Unless required by applicable law or necessary to address a security vulnerability, any material change will take effect from the start of the next Renewal Term.

17.4 New agreements are covered by the Terms in effect at signing, and renewals by the Terms in effect on the invoice date (subject to Clause 17.2). Additional purchases during a Term do not alter the Terms in effect.

18.0 Governing Law and Dispute Resolution

18.1 Governing Law

This Agreement is governed by the laws of the Kingdom of Denmark, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18.2 Court Jurisdiction

Unless otherwise stated in this clause, any dispute or claim arising out of or in connection with this Agreement will be handled exclusively by the courts of Copenhagen, Denmark.

18.3 Arbitration Option

The Customer may choose to refer certain disputes to final and binding arbitration instead of the Danish courts. This option only applies to disputes that are not subject to the liability cap in Clause 15.1 and that relate to:
(a) Intellectual property indemnity obligations under Clause 14;
(b) Breach of confidentiality under Clause 13;
(c) Intellectual property infringement or misappropriation;
(d) Any other claim expressly excluded from the liability cap in Clause 15.

The arbitration option is provided for the Customer's convenience and does not limit ClickLearn's right to seek relief before the courts of Copenhagen.

18.4 Arbitration Procedure

If the Customer elects arbitration:
(a) The arbitration will be administered by either (i) the American Arbitration Association (AAA) in New York or (ii) the International Chamber of Commerce (ICC) in Paris, at the Customer's choice.
(b) The legal seat of arbitration will be the chosen city (New York or Paris), and the language will be English.
(c) The arbitral award will be final and binding, and judgment may be entered in any court of competent jurisdiction.

18.5 Allocation of Arbitration Costs

The party requesting arbitration will advance all arbitration costs and fees, subject to reallocation by the tribunal in its final award.

18.6 Allocation of Claims

Any claims that remain subject to the liability cap in Clause 15.1 will stay with the courts of Copenhagen, even if other claims in the same dispute go to arbitration.

19.0 General Provisions

19.1 Entire Agreement

This Agreement (including all incorporated schedules and appendices) is the entire agreement between you and ClickLearn and overrides any previous agreements, discussions, or proposals.

19.2 Severability

If a court decides that any part of this Agreement is invalid, the rest remains in effect as much as possible.

19.3 Force Majeure

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control (force majeure).

19.4 Assignment

You may not assign or transfer any of your rights or obligations under this Agreement without ClickLearn's written consent. ClickLearn can assign its rights and obligations after notifying you.

19.5 Waiver

No waiver by ClickLearn of any breach or default is a waiver of any other or subsequent breach.

19.6 Order of Precedence

If there is any inconsistency between the provisions of the main body of this Agreement, the Purchase Order, the Terms and Conditions, and any Schedules or Sub-Schedules, the Sub-Schedules will take precedence unless the parties have expressly agreed otherwise in writing. Any Appendices agreed by the parties will always take precedence over other documents. For the avoidance of doubt, the Data Protection terms in Sub-Schedule 1.3 will always prevail in matters of data protection, regardless of any other provision. If ClickLearn includes a customer-specific purchase order number, or similar reference, in its Purchase Order to the Customer, this does not mean that any additional customer terms or conditions are incorporated into this Agreement by reference.

19.7 Independent Parties

Nothing in this Agreement creates a partnership, joint venture, or agency relationship between you and ClickLearn. Neither party has authority to act for or bind the other without prior written consent.

19.8 Notices

All formal notices under this Agreement must be sent by email to the most recently provided contact address or delivered via the ClickLearn customer portal. Notices are effective when sent by email (unless a delivery failure is received) or when posted to the portal. Each party must keep its contact details and portal users up to date. These are the exclusive methods for formal communication under this Agreement.

Contact information

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