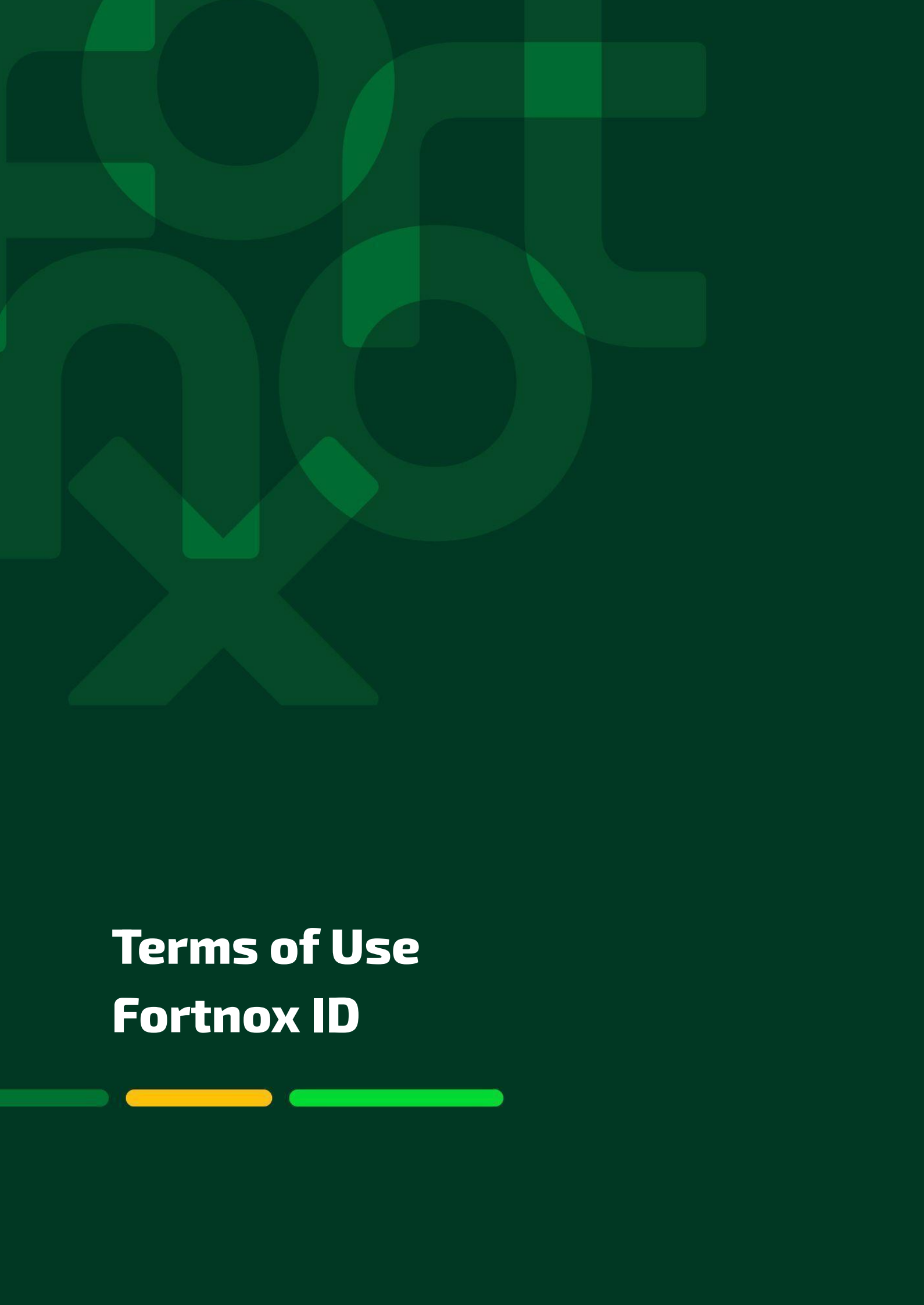




Terms of Use

Fortnox ID



Terms of Use Fortnox ID

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1. INTRODUCTION

Fortnox AB, registration number 556469-6291, ("Fortnox" or "we"), including its wholly-owned subsidiaries, offers a business platform (the "Business Platform") that connects people, companies, and organizations.

These Terms of Use apply between you as a natural person (the "User" or "you") and Fortnox when using Fortnox ID for identification with Fortnox, accessing the Business Platform and using our Services (as defined below).

2. DEFINITIONS

In these Terms of Use, the following terms and expressions shall have the meanings ascribed to them below.

Business Customer	A company that has entered into an agreement with Fortnox regarding the use of the Business Platform.
User Data	Data that you provide to us or that we otherwise access through your use of the Services.
User Account	Your personal digital key and space in which your information is stored after you have created a Fortnox ID.
Terms of Use	These Terms of Use, including the documents to which these Terms of Use refer.
App	Fortnox's downloadable application, available via computer, tablet and/or mobile phone, which provides access to the Services.
Business Platform	The digital platform on which Fortnox's services are consolidated and which is accessible via a web browser or the App.
Fortnox ID User	You, in your capacity as a natural person who accepts these Terms of Use and holds a Fortnox ID.
Fortnox Portal	An online portal where recipients can log in with a Fortnox ID and access documents received from Fortnox or other connected companies.

Services

The products and services provided from time to time by Fortnox via the Business Platform, including the Fortnox ID service.

3. ORDER OF PRECEDENCE

In the event of any conflict between referenced agreements and terms, they shall apply in the order set out below:

1. These Terms of Use
2. Other documents to which these Terms of Use refer.

4. THE SERVICE**4.1 Provision of Fortnox ID**

Fortnox ID is a free-of-charge service that enables identification with Fortnox and with Business Customers that accept Fortnox ID as a means of identification. The service includes a User Account, which provides, among other things, a central place to store and manage your information and your choices regarding personal data.

Fortnox ID is used as identification both for you as a user of our Services in your capacity as a representative of a Business Customer, as well as for you as a recipient of documents, e.g. invoices, from Fortnox or a Business Customer.

If you are a recipient of documents from Fortnox or from a Business Customer that has connected to the Fortnox Portal, you may, by logging in with your Fortnox ID, access the documents that have been distributed to you via the Fortnox Portal.

4.2 Changes to and development of Fortnox ID

Fortnox works continuously to improve and develop Fortnox ID and is entitled to determine unilaterally when and how further development, improvement or technical adaptation of Fortnox ID shall take place. This also includes the right to discontinue offering individual products or services. Before we make changes or discontinue a service, we always carefully consider your interests as a Fortnox ID User, your expectations and how this may affect you.

How we may update the Services, other than Fortnox ID, is provided for in our [Terms and conditions for the Business Platform](#).

5. PROCESSING OF PERSONAL DATA**5.1 General provisions on processing**

Fortnox processes your personal data in its capacity as data controller within the scope of the use of Fortnox ID. Fortnox's processing of personal data and how you may exercise your rights as a data subject are described in more detail in our Privacy Notice, which you can find [here](#).

6. USER DATA**6.1 Use of data**

Fortnox is entitled to use and store User Data for the purpose of performing our obligations under these Terms of Use, for statistical purposes, in order to provide,

improve and develop our Services, and in order to comply with legal requirements. In order to ensure that your data is always up to date, we may synchronise your User Data with corresponding information from public sources.

6.2 Marketing and profiling

We also use User Data, including personal data, for the marketing of our Services. You may opt out of direct marketing at any time, and we will then cease such marketing. We may use your User Data as an identifier in order to exclude you from marketing campaigns.

6.3 Retention period

Your User Data is stored for eighteen (18) months after the termination of these Terms of Use and is thereafter deleted, unless further retention is required under any law or regulation to which Fortnox is subject.

7. USE OF FORTNOX ID AND LIABILITY

7.1 General obligations

Your Fortnox ID is strictly personal. You are responsible for ensuring that your login credentials are handled securely and are not disclosed to unauthorised persons.

You must provide accurate and complete information when you create your Fortnox ID and/or use the Business Platform. You must also ensure that all information you provide is, and remains, accurate, complete and up to date. Where Fortnox updates information about you in accordance with clause 6.1, you are responsible for informing Fortnox if the information is incorrect. We are entitled to restrict your access to your Fortnox ID and to the Business Platform in the event that you provide us with untrue, inaccurate, out-of-date or incomplete information.

7.2 Use of the Service

As a user of Fortnox ID, you are responsible for using the Service in the manner intended under these Terms of Use, for lawful purposes and in a manner consistent with the nature and purpose of the Services. You are responsible for all activity carried out under your User Account. You agree to comply with all instructions and recommendations that we provide from time to time.

If Fortnox considers that you have used the Service in a manner that contravenes these Terms of Use or in a dishonest manner, Fortnox is entitled to suspend your access to the Service and to terminate the agreement with you in accordance with clause 12 below.

7.3 Specific provisions on the use of AI functionality

The Service may contain features based on machine learning and artificial intelligence (AI) that generate suggestions for, by way of example, bookkeeping entries or categorisation, or that seek to provide the content most relevant to you.

As a Fortnox ID User, you understand that AI-generated content and suggestions may be incomplete or incorrect. It is your responsibility as a Fortnox ID User to

ensure that all data processed in the Service is accurate. Where you are communicating with AI, this will be indicated. Where decisions are made by means of automated decision-making, you have the right to have such decisions reviewed with human oversight.

7.4 Fortnox liability

Fortnox is not responsible for ensuring that the information used within the scope of the Service is complete, up to date or free from technical defects and errors. It is your own responsibility as a Fortnox ID User to assess and evaluate the suitability of using the information and functions offered in the Services. Anything downloaded from the Business Platform is downloaded at your own discretion and at your own risk. As a Fortnox ID User, you are responsible for any damage caused by a download. Fortnox is not liable for any loss or damage, whether direct or indirect, that may arise as a result of your use of the Services or as a result of technical faults or interruptions in the Service.

7.4 Security measures taken

Fortnox takes extensive measures to protect the Service against malicious code, but we cannot guarantee that it is entirely free from viruses or other security threats. As a Fortnox ID User, you are urged to use appropriate and up-to-date security measures, such as anti-virus protection, on the devices you use to connect to Fortnox ID and the Business Platform.

7.5 Limitation of liability

Fortnox's liability under these Terms of Use is limited to direct damage. Unless Fortnox has acted intentionally or with gross negligence, Fortnox's liability to pay compensation during any twelve (12) month period is limited to one price base amount (Sw. *prisbasbelopp*) pursuant to Chapter 2, Section 7 of the Swedish Social Insurance Code (Socialförsäkringsbalken) [SFS 2010:110]. Fortnox is not liable for so-called indirect damage, for example lost or forgone income and/or production.

8. MISUSE OF THE SERVICE

You must not misuse, damage, disrupt or interrupt our Services, including, by way of example but not limited to, by:

- introducing malicious software,
- spamming, hacking or circumventing our systems or protective measures;
- jailbreaking or using malicious prompts;
- accessing or using the Services or our content in a fraudulent or misleading manner, including, but not limited to, by:
 - ❖ phishing,
 - ❖ creating false accounts or contents,
 - ❖ misleadingly representing that content created by generative AI was created by a human being;
 - ❖ providing our services under the pretence that they originate from you or another party;
 - ❖ providing other services under the pretence that they are ours;

- ❖ using our Services to infringe any person's legal rights, for example intellectual property or privacy rights;
- ❖ reverse-engineering our services or underlying technology for the purpose of ascertaining trade secrets or other information, unless permitted under applicable law;
- ❖ using automated methods to access content from any of our Services in breach of machine-readable instructions on our web pages;
- ❖ concealing or misrepresenting your identity for the purpose of breaching these Terms of Use; or
- ❖ providing services that encourage others to breach these Terms of Use.

9. INTELLECTUAL PROPERTY RIGHTS

These Terms of Use do not entail the transfer to you of any copyright or other intellectual property rights in the Services. You may not copy, modify or carry out so-called reverse engineering on software belonging to the Services.

10. NOTICES AND CONTACT

Fortnox will provide notices to you via your Fortnox ID, by email or through communication within the Business Platform. You are responsible for keeping your contact details up to date.

11. AMENDMENT OF THE AGREEMENT

We reserve the right to change, remove or add to these Terms of Use at any time, and to change, remove, discontinue or impose conditions on features or aspects of the Services. We will notify you at least 30 days before a change takes effect. The change becomes effective upon expiry of that 30-day period.

The 30-day notice period does not apply where a change is required under applicable law or relates to:

- the addition of a new service;
- additional functionality in existing Services; or
- other changes that we, in our reasonable assessment, consider neither restrict your rights nor increase your obligations.

In such circumstances, the change is implemented without prior notice and takes effect immediately.

If you do not accept a change, you must close your User Account. By continuing to use our Services, you are deemed to have accepted the change.

12. TERMINATION

These Terms of Use apply until further notice from the date on which you accepted them and replace previous versions of the terms.

You have the right to terminate these Terms of Use at any time and to deregister from Fortnox ID, but this will result in limited or no access to several of our Services.

You may restrict how we are able to use your data via the settings in your User Account.

Fortnox is entitled to delete your Fortnox ID or to suspend your access to our Services if you breach these Terms of Use materially or repeatedly, if we are required to do so as a result of legal requirements or a court order, or if we have reasonable grounds to believe that your use is harming another user, a third party or us.

13. ASSIGNMENT OF THE AGREEMENT

You are not entitled to assign your rights or obligations under these Terms of Use. Fortnox is entitled, without prior consent, to assign these Terms of Use (in whole or in part) to another company within the same group, or to a third party in connection with a transfer of Fortnox's business or assets, as well as upon a sale of the majority of the shares in Fortnox.

14. DISPUTE RESOLUTION AND CHOICE OF LAW

These Terms of Use shall be governed by Swedish law. Any dispute arising in connection with the Terms of Use shall be determined by the general courts, with Växjö District Court (Växjö tingsrätt) as the court of first instance.

As a consumer, you are also entitled to refer the matter to the Swedish National Board for Consumer Disputes (Sw. *Allmänna reklamationsnämnden*, ARN) via www.arn.se.