

# Terms of Service

Customer to Boardeaser is the legal entity whose users use the service. Each customer is entitled to 30 days of free usage of the service and a number of add-ons with no obligation to continue using the service after the period expires. In terms of data privacy, the customer is defined as data controller and Boardeaser as data processor. A data processor agreement is included as appendix to these terms of service.

## GENERAL

### Information about Boardeaser

These terms and conditions including (i) an order form, (ii) user terms as entered into in the sign up process; (iii) pricelists available on our website and/or in the app; (iv) a data processing agreement and any other document entered into relating to our services (jointly referred to as the "Terms") are applicable to all services provided by Boardeaser AB (company registration number 556930-6664) ("Boardeaser", "us", "our" or "we") to our customers ("you").

When we refer to the "parties" we mean you and us together.

### Contact information

You may contact us by sending an email to [info@boardeaser.com](mailto:info@boardeaser.com) or calling +46 (0)8 360 505 ("Contact Information").

### Agreeing to the Terms

By creating an Account and using the Services, you agree to the Terms. If you do not agree to the Terms, you may not create an Account or use the Services.

### Definitions

"Account" means the account that you register and create on the Site and/or in the App.

"App" means our application accessible via computer and/or mobile device relating to the Services.

"Contact Information" means the information set out above.

"Functions" means the Site, the App, your Account and the Services, jointly.

"Privacy Policy" means our Privacy Policy (<https://boardeaser.com/en/privacy-policy/>) which describes how we process personal data.

"Services" means the services described under section "Description of the Services" below and which we have made available through the Site and the App, together with any such other related services and information made available by us to you.

"Site" means our website (boardeaser.com including subdomains) relating to the Services.

## **THE SERVICES**

### **Description of the Services**

Boardeaser provides solutions for managing and governing organizations. ("Services"). More information about the Services can be found on the Site and in the App. To be able to use the Services, adequate internet access is required.

Information provided on the Website or App is to be seen as general information and may not be suitable for specific cases. Boardeaser is not responsible for any individual decisions based on the information provided.

### **Setting up an Account**

To subscribe to the Services, you must create a User Account as further specified in the Terms of Use. You confirm that all information provided to us in the creation of your Account is correct and agree to ensure that the information is accurate at all times. We are entitled to decline or adjust an order from you or shutdown your Account in the event that you provide us with untrue, inaccurate, not current, or incomplete information when creating your Account.

Once an Account has been successfully created, and payment has been made where prepayment is required, the Services will be available and ready to use or order, as detailed on the Site and/or in the App.

Credentials for your Account must be kept secure at all times. You are not allowed to transfer the Account to another person or to share data relating to your Account with any third parties. Should you suspect that your Account or your credentials have been or are being used by a third party you must contact us immediately by using our Contact Information.

### **Ordering the Services**

The Services shall be ordered in accordance with the instructions on the Site and the App or other communication with us.

Your order has been confirmed when we send you an order confirmation through email and/or the App. When an order confirmation has been sent, you have entered into an agreement with us.

## **YOUR OBLIGATIONS**

### **Eligible customers**

We offer the Services to companies and other legal entities. You warrant that you are authorized to enter into these Terms on the behalf of the legal entity as well as to use all Functions.

These Terms constitute the entire agreement between us in relation to the Services. You warrant that the persons (for example, employees and representatives) you authorize to create an Account and use the Services have read and understand the Terms. You are at all times responsible for the use of the Services under these Terms, including by such persons - as if it was you using the Services.

### **Use of the Functions**

When you use the Functions, you must always comply with all applicable laws, regulations and public orders. You shall not access the Site or the App other than through interfaces provided by us and as otherwise expressly authorized under these Terms. You may not use the Functions in a manner contrary to our, or any third party's, rights and interests. You agree to comply with all instructions and recommendations provided by us from time to time.

You are responsible for all activities that occur under your Account.

You also agree not to:

- defame, abuse, harass, threaten or otherwise violate the legal rights of any third party or us;
- publish, post or - in any other way express - any material or information that is inappropriate, defamatory, infringing, obscene, pornographic, racist, terrorist, politically slanted, indecent or unlawful;
- contribute to destructive activities such as dissemination of viruses, spam or any other activity that might harm us, the Site and/or the App in any way;
- monitor the Services' availability, performance or functionality for any competitive purpose, meaning, for example that you agree not to access the Services for the purpose of developing or operating a competitive product or service or copying the Services' features or user interface; or
- resell or in any way redistribute results generated on the Site and/or in the App or use the Services in order to create a competing service or product.

We may have to suspend the supply of any of the Functions to:

- deal with technical problems or make minor technical changes; or
- update the Functions to reflect changes in applicable laws or satisfy a regulatory requirement.

We will endeavor to contact you in advance in the event we need to suspend the supply of any Services, but may not be able to if the problem is urgent or an emergency.

### **Your provision of content**

The Site and/or the App include functions for uploading and storing files and other information provided or created by you ("Content"). You are responsible for all distribution and other actions taken by you and in your name.

By adding Content to the Site and/or the App, you warrant that you are a) the owner of the uploaded Content, or, b) entitled to manage the Content in such a way and that the Content or your use of the Content in no way violates any applicable legislation. We will not supervise whether any Content is lawfully uploaded or distributed through the Site and/or the App.

By adding Content to the Site and/or the App, you are aware that, depending on the settings of your Account, such Content might be shared with others. We are not liable for any loss of Content, and we advise you to always keep your own backup of your Content. We do not take any responsibility with regards to the validity of Content provided or created by you.

## **PRICE AND PAYMENT**

### **Price information**

Payment for the use of the Services is made in advance on an annual basis or other regular time interval that we inform you about before the purchase.

You shall pay all applicable fees as described on the Site and/or in the App for the Services you have selected. The prices for the Services exclude value added tax (VAT) or other fees and taxes. The price of the Services provided to you will be indicated on the order pages when you placed your order or as otherwise notified by us to you in writing.

### **Price changes**

We have the right to change the prices for the Services. If we change the prices, we will notify you in advance.

The new prices will take effect from the first day of the next Subscription Period which follows the date when the prices were changed.

By continuing to use the Services after the price change takes effect, you are bound by the new prices. If you oppose the price changes, you must terminate your subscription with us.

### **Payment methods**

You pay for the Services by invoice sent 30 days in advance of each Subscription Period unless communicated to you otherwise.

For payments made through a third-party supplier, this third-party supplier's terms and conditions apply. Such terms and conditions can be found on the relevant supplier's website.

You agree to pay within the set time for the applicable payment method. We have the right to close down your Account until you have paid for all the charges incurred by you. Payment after the due date can entail late payment fees and interest.

### **Trial period**

You are offered to register and to use the Services for a limited trial period of 30 days or otherwise agreed. During the trial period, you will have access to all or parts of the Services (as further described on the Site and/or in the App) free of charge.

### **Refunds**

Unless otherwise expressly set out in these Terms, we do not provide refunds, right to return for a purchased subscription, credits for any partially used subscription, credits for any unused Account or credits by reason of your dissatisfaction with the Services and/or the Functions.

## **TERM AND TERMINATION**

The agreement is valid from the date you create an Account and continues to be valid during the subscription period ("Subscription Period"). A Subscription Period is 12 months or otherwise agreed. At the end of each Subscription Period, your subscription will be automatically renewed for another 12 months or otherwise agreed.

Your subscription will, however, not be renewed if you terminate it before the end of your current Subscription Period.

You may terminate your subscription by going to the Site or the App and follow the instructions given there or by contacting us via our Contact Information.

Upon termination, your right to access the Services will be revoked. We will also delete or anonymize any personal information about you, with exception for any personal information that we are required to keep by law.

Obligations arising from any breach of contract during the term of these Terms shall not be affected by termination.

### **Termination from our side**

We reserve the right to terminate or limit the Services if you:

- materially breach or otherwise violate these Terms or any other provisions set up by us;
- use the Site and/or the App in any way that does not comply with the intended purposes or is otherwise harmful for us or any third person;
- in our reasonable opinion, use the Site and/or the App in violation of any applicable law; or
- are late in payment.

Upon occurrence of any of these events, we may contact you and request that you remedy your breach of these Terms before terminating or limiting the Services.

## **LIABILITY AND LIMITATION OF LIABILITY**

### **No Warranties**

Except as expressly stated in the Agreement, the Services and all related components and information are provided “as is” and “as available,” without warranties of any kind. We expressly disclaim all warranties, whether express or implied, including any implied warranties.

### **Limitation of Liability**

Our aggregate liability is limited to so-called direct damages only. Provided that we have not acted intentionally or with gross negligence, our maximum liability during any rolling twelve (12)-month period shall not exceed an amount equal to one hundred percent (100%) of the total fees paid by you for the Services during the current Subscription Period, or, if the Agreement has terminated, the most recent Subscription Period.

We shall not be liable for any indirect damages, including but not limited to loss of or reduction in profit and/or production. We shall only be liable for damages incurred by you and shall not be liable to any third party, including Users, your employees, customers, suppliers, or business partners.

We shall have no liability if you use the Services during a trial period or without paying any fees for the Services.

We shall not be liable for any loss or damage unless you notify us in writing of your claim for damages within three (3) months from the date you became aware, or should reasonably have become aware, of the loss or damage.

## **Errors and Delays Beyond Our Control (Force Majeure)**

We shall not be liable for any loss or damage that you may suffer if our ability to perform the Agreement has been prevented or materially impeded due to circumstances beyond our or our suppliers' reasonable control or expectation. Such circumstances include, but are not limited to, labor disputes, war, rebellion or riots, pandemics or epidemics, mobilization or unforeseen military call-ups, requisition, seizure, currency restrictions, export or import restrictions, lockouts or other labor disputes, earthquakes, lightning strikes, fire, flooding or water damage, general shortages of goods or transportation, legislation, or governmental restrictions.

## **CONFIDENTIALITY**

During the term of these Terms and thereafter, the parties undertake not to disclose to any third party information regarding these Terms, nor any other information that the parties have learned as a result of these Terms, whether written or oral and irrespective of form ("Confidential Information").

The parties agree and acknowledge that the Confidential Information may be used solely for the fulfillment of the obligations under these Terms and not for any other purpose. The receiving party further agrees to use, and cause its directors, officers, employees, sub-contractors or other intermediaries to use, the same degree of care (but not less than reasonable care) to avoid disclosure or use of Confidential Information.

The confidentiality undertaking above shall not apply to any Confidential Information that the receiving party can establish is or becomes available to the public (otherwise than by breach of these Terms or any other confidentiality undertaking).

The parties also undertake to ensure that any information disclosed under this section, to the extent possible, shall be treated confidentially by anyone receiving such information. This confidentiality undertaking shall remain in force 3 years after the termination of the Services.

## **CHANGES AND ADDITIONS**

We may modify these Terms at any time. In the event of changes which are not minor and may affect you, you will be notified via email and/or the App. You are responsible for keeping yourself informed of any changes to the Terms. The latest version of the Terms will be available on the Site and the App. Amendments to the Terms become effective the business day following the day they are posted.

All new functionalities, features and content introduced and added to the Services, the Site or the App will be subject to what is stipulated in the Terms.

## **COMPLAINTS AND CUSTOMER SUPPORT**

If you have any complaints, you may contact support via [support@boardeaser.com](mailto:support@boardeaser.com) or by using our Contact Information.

## **PERSONAL DATA AND PRIVACY**

You acknowledge that you are the data controller for any personal data processed by us on your behalf in conjunction with your use of the Services. You also acknowledge that we are considered as your data processor. Therefore, you agree to enter into a separate data processing agreement with us.

More information about how we process personal data can be found in our Privacy Policy (<https://boardeaser.com/en/privacy-policy/>).

## **PROPERTY AND INTELLECTUAL PROPERTY RIGHTS**

### **Our rights**

The Site and the App are owned and operated by Boardeaser. All copyrights, trademarks, trade names, logos and other intellectual or industrial property rights held and used by us as well as those presented in the Functions (including titles, graphics, icons, scripts, source codes, etc.) are our property or third party licensors' property and must not be reproduced, distributed, sold, used, modified, copied, limited or used (in whole or in part) without our prior written consent.



**License**

Boardeaser grants you a non-exclusive right and license to use the Site, the App and the Services for the sole purpose of us providing the Site, the App and the Services to you. Upon expiry or termination of this agreement, this right and license shall end.

**Respect for our property**

You must not tamper with, attempt to gain unauthorized access to, modify, hack, repair or otherwise adjust any of our material, hardware, source codes or information for any purposes.

**Respect for our intellectual property**

The Services and other information, including all associated intellectual property rights, provided and made available by us, remain our exclusive property. You may not use our exclusive property for commercial or any other purposes without our prior written consent.

**ASSIGNMENT**

You may not assign any of your rights or obligations under the Terms to any third party without our prior written consent.

We may assign the Terms, and we may assign, transfer or subcontract any of our rights or obligations under the Terms, to any third party without your prior consent.

**APPLICABLE LAW AND DISPUTES**

Swedish law shall apply to these Terms.

Any dispute, controversy or claim arising out of or in connection with these Terms shall be settled by a general court in Sweden.

**COMPANY INFORMATION**

Boardeaser AB is an entity registered in Sweden with its address at Götgatan 78, 118 30 Stockholm or otherwise stated on the Homepage.

# Data Processing Agreement

This Data Processing Agreement with appendices (the "Agreement") has been entered into between:

- (1) Boardeaser AB, registration number 556930-6664, (the "Processor"); and
- (2) The Party that accepted the Terms of Service, (the "Controller").

The parties are jointly referred to as the "Parties", each being a "Party".

## 1. BACKGROUND

The Data Processing Agreement is an appendix to the terms of service between the Parties ("Terms of Service") and applies to the extent that Boardeaser provides the services specified in the Terms of Service ("The Service") to the Customer which involves Boardeaser processing personal data on behalf of the Customer.

The agreement contains the following appendices:

- List of sub-processors
- Technical and organisational security measures
- Contact details

## 2. DEFINITIONS

The terms used in this Agreement shall have the same meaning as ascribed to them in Article 4 of the GDPR.

"Applicable Law" refers to the legislation applicable to the processing of Personal Data under the Agreement, including the GDPR, supplementary national legislation, as well as practices, guidelines and recommendations issued by a Supervisory Authority.

"Controller" means the company / organisation that decides for what purposes and in what way Personal Data is to be processed and is responsible for the processing of Personal data in accordance with applicable data protection legislation.

"GDPR" refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and movement of such data, and repealing Directive 95/46/EC.

"Data Subject" means the natural person whose Personal Data is processed.

"Personal Data" means any kind of information that can be derived from an identifiable natural person (in the Agreement, "Personal Data" is used synonymously with "personal data").

for which the Controller is responsible and that is processed by the Processor on behalf of the Controller").

"Processing" means any operation or set of operations which is performed on Personal Data, e.g. storage, modification, reading, handover and similar.

"Processor" means the company / organisation that processes Personal Data on behalf of the controller and can therefore only process the Personal Data according to the instructions of the controller and Applicable law.

"Supervisory Authority" means Swedish or EU authority, such as the Swedish Authority for Privacy Protection, or another supervisory authority which on the basis of law has the authority to conduct supervisory activities over the Controllers operation.

### **3. INTRODUCTION**

This Agreement concerns the processing of Personal Data that the Processor performs on behalf of the Controller. It has been drawn up to meet the requirements set out in Article 28 (3) of the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"). According to this provision, the Processing of Personal Data by the Processor on behalf of the Controller shall be governed by a contract.

### **4. DESCRIPTION OF PROCESSING**

#### **4.1 Categories of Data Subjects**

The Controller directs the Processor to process data that identifies the Controllers':

- Users of the Service and persons connected to the organization's operations.

#### **4.2 Categories of Personal Data**

The Processor will process the following personal data on behalf of the Controller:

- Contact details
- Social security number
- Data that arise through communication
- User-generated data
- IP-adresses
- Web address
- Position within the organization
- Social media accounts

#### **4.3 Source**

The Processor gets access to the Personal Data in the following ways:

- From the Controller's employees directly

- The Controller collects the data directly from the Data Subject
- Another party than the Controller transfers the data to the Processor

#### **4.4 The purpose of the processing of Personal Data (the "Purpose")**

The Processor will process the personal data for the following purposes:

- Boardeaser provides a service for board work and business management. Personal data is processed for communication both within the organization and between the organization and the outside world
- Register user account to enable login to the Service
- Store Personal Data in a database
- Evaluate and follow up the usage

#### **4.5 Processing of Personal Data**

The Processor will process personal data in the following way:

- Storage of Personal Data
- Reading Personal Data
- Deletion or destruction of Personal Data
- Analysis of Personal Data (anonymized)
- Support and troubleshooting

### **5. SPECIFIC UNDERTAKING OF THE PROCESSOR**

- 5.1 The Processor undertakes to consider and observe the principles for processing Personal Data set out in Article 5 of the GDPR in connection with each and every Processing.
- 5.2 By entering into this Agreement, the Processor guarantees that the Controller does not need to take any additional measure to ensure that the Processor meets the requirements for expertise, reliability and resources to carry out the technical and organisational measures required by Applicable law.
- 5.3 Upon the Controller's request, the Processor shall (i) (by using the appropriate technical and organisational measures) assist the Controller in its duty to respond to the request for the exercise of the rights of Data Subjects and (ii) with regards to the type of processing and available information, carry out Data Protection Impact Assessments (DPIA) and participate in consultations with Supervisory Authorities in accordance with Applicable Law.
- 5.4 If the Processor violates Applicable Law by independently determining the purposes and means of the Processing (e.g. processing the Personal Data for purposes other

than the Purpose), the Processor shall be regarded as the controller for the new Processing. To clarify, any new Processing shall not affect the Processing made in accordance with this Agreement.

- 5.5 If there is a conflict between the Controller's instructions and Applicable law, the Processor has the right to refrain from complying with such instructions. The Processor shall inform the Controller immediately if it considers that the instructions provided by the Controller are incomplete, inadequate or incorrect.
- 5.6 The Processor shall only Process Personal Data on behalf of the Controller in accordance with this Agreement and Applicable law, unless required to do so by EU law or Swedish law to which the Processor is subject. If such requirement exists, the Processor shall inform the Controller of this before Processing the Personal Data, unless the Processor is prohibited under law to disclose such information to the Controller.

## **6. SPECIFIC UNDERTAKINGS OF THE CONTROLLER**

- 6.1 The Controller determines the purpose and means for the Processing of the Personal Data. The Controller has full ownership and the formal control of the Personal Data Processed by the Processor.
- 6.2 The Controller is responsible to the Data Subject for the Processing of the Personal Data.
- 6.3 The Controller is responsible for ensuring that the Personal Data is accurate and up to date.

## **7. PERSONAL DATA BREACH**

- 7.1 In the event of a situation leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed ("Personal Data Breach"), the Processor shall, without undue delay, and no later than 24 hours after having become aware of the Personal Data Breach, notify the Controller by sending a written notice to the address provided in appendix Contact information. The information shall, to the extent that it is available to the Processor, contain the following at least:
- 7.2 A description of the circumstances surrounding the Personal Data Breach
- A description of the nature of the Personal Data Breach, and, if possible, the categories and approximate number of Data Subjects affected and the categories and approximate number of Personal Data concerned

- A description of the likely consequences of the Personal Data Breach
- A description of the measures taken or proposed to address the Personal Data Breach, and, where appropriate, measures to mitigate its potential adverse effects
- Contact information to the Data Protection Officer or other contact person who can provide more information to the Controller

7.3 If it is not possible for the Processor to provide all the information at once, the information may be provided in installments without undue delay.

## **8. AUDIT RIGHTS**

- 8.1 Upon the Controller's request, the Processor shall give access to all information necessary to show that the Processor's obligations under Applicable Law and this Agreement have been fulfilled.
- 8.2 If the information provided in accordance with the previous paragraph cannot reasonably demonstrate that the Processor's obligations under Applicable law have been fulfilled, the Controller is entitled to carry out physical audits.
- 8.3 The Processor shall enable and contribute to audits and inspections carried out by the Controller or by an impartial third party appointed by the Controller. The Controller shall notify the Processor in writing of the planned audit at least 20 business days in advance.
- 8.4 The audit shall be carried out:
- During normal business hours
  - After the Controller has ensured that the person conducting the review is subject to a confidentiality agreement appropriate in relation to the Personal Data and information to be reviewed
  - In accordance with the Processor's internal policies and security procedures
  - Each party is responsible for its own costs incurred in connection with an audit performed.

## **9. SUB-PROCESSOR**

- 9.1 The Processor may not appoint a sub-processor without first informing the Controller. Accordingly, the Processor shall inform the Controller if it intends to appoint a sub-processor (or replace an existing sub-processor) at least 30 business days in advance.

- 9.2 If there is a reasonable reason for the Controller to object to the appointment of a sub-processor the parties shall endeavour to find a suitable alternative. Should the parties fail to find a suitable alternative, the Controller has the right to terminate this Agreement and (if applicable) the Main Agreement.
- 9.3 When engaging a sub-processor, the Processor shall ensure that the sub-processor comply with the Processor's obligations in the Agreement by entering into a contract or other legal act (the "Sub-processor agreement"). The foregoing shall be particularly observed in respect of the Processor's obligation to provide sufficient guarantees regarding implementing appropriate technical and organisational measures as required to comply with Applicable Law.
- 9.4 The Controller is always entitled to a copy of the Sub-processor agreement (strictly commercial information may be edited).
- 9.5 The Processor must keep an updated record of the sub-processors. The record shall be made available to the Controller upon request.
- 9.6 Processor shall be exclusively responsible towards the Controller if the sub-processor fails to, or omits from, fulfilling its obligations under the Sub-processor agreement.

## **10. RECORD OF PROCESSING AND DATA PROTECTION OFFICER**

- 10.1 The Processor undertakes to keep a written record of the processing of Personal Data according to Article 30 (2) of the GDPR. The record shall be available to the Controller upon request.
- 10.2 If the Processing or the nature of the Controller's business requires the Controller to appoint a Data Protection Officer in accordance with Article 37 of the GDPR, the Data Protection Officer's contact details shall be included in the appendix Contact details.

## **11. CONTACT WITH SUPERVISORY AUTHORITY AND THE DATA SUBJECT**

- 11.1 The Processor shall promptly inform the Controller of all contact it may have with the Data Subject, a Supervisory authority or any other third party concerning the Personal Data that the Processor is Processing.
- 11.2 In the event a Data Subject makes a request to the Processor regarding his / her rights in respect of the Processing, the Processor shall refer the Data Subject to the Controller.
- 11.3 The Processor shall allow any inspections that the Supervisory Authority may require to perform in accordance with Applicable law.

11.4 The Processor is not entitled to represent the Controller or otherwise act on behalf of the Controller in respect of the Data Subject, a Supervisory Authority or any other third party.

## **12. TECHNICAL AND ORGANISATIONAL SECURITY MEASURES**

12.1 The Processor shall take the appropriate organisational and technical security measures to ensure that the Personal Data included in the scope of this Agreement is protected against any unauthorised or illegal access. This includes ensuring the adequate capacity, technical solutions, skills, financial and human resources, procedures and methods.

12.2 The appropriateness of the technical and organisational security measures shall be assessed taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the Processing as well as the risks (of varying likelihood and severity) for rights and freedoms of natural persons posed by the Processing.

12.3 If the Controller assesses that the Processing operation is of high risk to the rights and freedoms of the Data subject and conducts a DPIA, the Controller shall share the results of the DPIA with the Processor to ensure that this can be taken into account in when determining what constitutes appropriate security measures.

12.4 The Processor must comply with any decisions and consultation opinions that the Supervisory Authority announces regarding measures for complying with the security requirements and all other requirements relating to the Processor under Applicable Law.

12.5 The Processor shall ensure that employees (of the Processor or their sub-contractors) are only allowed access to Personal Data to that extent necessary and that those who have access to Personal Data have undertaken to respect the confidentiality of such information (e.g. by signing an individual non-disclosure agreement).

12.6 Only persons employed/engaged as consultants by the Processor and who have been deemed to have the adequate level of knowledge of the nature and extent of the Processing of Personal Data may process the Personal Data.

12.7 Computer equipment, storage media and other equipment used in the Processing of Personal Data carried out by the Processor must be kept where/or in such manner that no unauthorised persons can access them.



12.8 The security at the Processor's facilities where Personal Data is Processed must be appropriate and secure in regards of locking equipment, functioning alarm equipment, protection against fire, water and burglary, protection against power outages and power disturbances. The equipment used to process Personal Data must have good protection against theft and events that may destroy the equipment and / or Personal Data.

### **13. CONTROL OVER THE PERSONAL DATA**

13.1 The Processor shall ensure that Personal Data processed is not accidentally or unlawfully destroyed, altered or corrupted. All Personal Data shall be protected against any unauthorised access during storage, transfer and other Processing.

13.2 No Personal Data may be provided to the Controller before the identity of the recipient has been duly verified.

### **14. TRANSFER OF DATA OUTSIDE THE EU/EEA**

14.1 In the event that the Processor transfers Personal data outside the EU/EEA, the Processor ensures that the level of protection is adequate and in accordance with Applicable Law by controlling that at least one of the following requirements are fulfilled:

- The EU Commission has determined that the level of protection is adequate in the third country where the data is processed
- The Processor has signed up to the EU Commission's standard contract clauses (SCCs) for data transfer to non-EU/EEA countries.
- The Processor has taken other appropriate safeguards prior to the transfer and that such safeguards comply with Applicable Law.

### **15. LIABILITY**

15.1 No Party is liable for any delay or failure to perform due to extraordinary circumstances beyond the control of the Party, which the Party could not reasonably expect and which consequences the Party could not reasonably have avoided or overcome.

15.2 The Processor is liable for direct damages that arise as a result of the Processor having processed Personal Data in violation of the Controller's instructions in accordance with the Agreement and Applicable law. The Processor liability for direct damages be limited to SEK 150% of the twelve first months charges. The Controller is not entitled to any

compensation for damages related to any Processing that has been approved by, or performed in accordance with the instructions of, the Controller.

15.3 The Processor is not obligated to pay the costs of the Controller's representative.

15.4 In no event shall the Processor be liable for any indirect or consequential damages such as lost revenue or profits, contracts, customers or business opportunities, loss of goodwill, or expected savings.

## **16. CONFIDENTIALITY**

16.1 The Processor may not disclose information to third parties or any other unauthorised persons about the Processing of Personal Data or the content of Personal Data covered by this Agreement or other information to which the Processor has been granted access as a result of, or in connection with entering into, this Agreement. This undertaking does not apply to information that the Processor is required to disclose under mandatory law.

This confidentiality undertaking is valid from the date this Agreement has been duly signed by both parties and for an indefinite period in time thereafter. The Processor shall ensure that this confidentiality undertaking applies to all employees and other persons working with or on behalf of the Processor and who are authorised to process Personal Data.

## **17. TERM AND TERMINATION**

17.1 The Agreement is valid and in force from the date that the Processor first processes Personal Data on behalf of the Controller to the date when it ceases such Processing or until this Agreement is replaced by another Data Processing Agreement.

17.2 The obligations of the Processor under the Agreement shall continue to apply, regardless of whether the Agreement has been replaced, as long as the Processor processes Personal Data on behalf of the Controller.

## **18. ERASURE AND RETURNING OF PERSONAL DATA**

18.1 Personal data is deleted during and after the contract period when the use is no longer necessary for the original purpose. During the contract period, personal data is deleted as soon as possible and at the latest within 1 year from when the customer requested that the personal data be deleted. Database backups are deleted after a maximum of 5 years.

## **19. DISPUTE AND APPLICABLE LAW**

19.1 The Agreement shall be governed by Swedish law.

19.2 The provision regarding disputes set out in the Main Agreement will also apply to the Agreement.

## Appendix – Existing and Approved Sub-Processors

1. Name: Amazon AWS (Amazon Web Services EMEA SARL)\*  
Service: Storage and provisioning of the Service  
Data center location: Ireland  
Data processed: Database  
Security measures: The Personal Data is processed within the EU/EEA  
\*Only applies to customers that registered an account before 2025-04-01
2. Name: Assently (Assently AB)  
Service: E-signing of documents  
Data center location: Sweden  
Data processed: Name, personal number, contact information  
Security measures: The Personal Data is processed within the EU/EEA
3. Name: Syna (AB Syna)  
Service: Public information service  
Data center location: Sweden  
Data processed: Personal number  
Security measures: The Personal Data is processed within the EU/EEA
4. Name: Fortnox (Fortnox AB)  
Service: Storage and server hosting  
Data center location: Sweden  
Data processed: Data storage and provisioning of all services  
Security measures: The Personal Data is processed within the EU/EEA
5. Name: VisualBy (VisualBy Sweden AB)  
Service: Reporting and group consolidation  
Data center location: Sweden  
Data processed: Production of reports based on customer data  
Security measures: The Personal Data is processed within the EU/EEA

## APPENDIX - TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

The Processor has taken technical and organisational measures to ensure that Personal Data is processed securely and protected from loss, misuse and unauthorised access.

Technical security measures are measures implemented through technical solutions.

- Encryption
- Pseudonymisation
- Access control level
- Access log
- Back-up
- Regular security inspection
- Two-step verification

Organisational security measures are measures that are implemented in work processes and routines within the organisation.

- Internal governance document (policies/instructions)
- Login and password management
- Information security policy
- Physical security (premises etc.)