

Last updated: 4 March 2020

TERMS OF SERVICE FOR POCKET SOLUTIONS AB

These terms and conditions (the “**Terms**”) shall apply to all products and services provided to customers through the web application app.pocketlaw.se, operated by Pocket Solutions. The Terms and our Privacy Policy will guide you through the use of the Platform (as defined below).

Your access to and use of our Platform is conditioned on your acceptance of and compliance with these Terms. By creating an Account and using our Services (defined below), You are considered to have agreed to the Terms. Thereby, these Terms constitute an agreement between all visitors, users and others who access or use our Platform (the “**User**” or “**You**”) and Pocket Solutions. If you do not wish to be bound by the Terms, do not use the Application. By accepting the Terms, you also confirm that you have read and understood the Privacy Policy available in the Application.

Pocket Solutions reserves the right to change the Terms at any time and for any reason. Any material changes to the Terms, will be notified to you by email to the email address provided by you. You are responsible for keeping yourself informed of any changes to the Terms.

1. DEFINITIONS

“**Account**” means a personal password-protected account used to identify each specific User accessing and using the Platform.

“**Content**” means all contracts, documents and all other information provided by a User to the Platform.

“**Documentation**” means all content on the Platform, the Services and the Site, including but not limited agreements, guides and advice, in any type of form it is provided.

“**Platform**” means the legal management platform provided by us at app.pocketlaw.se.

“**Site**” means the website pocketlaw.se.

“**Services**” means, among other things, that you i) get access to general legal information and legal guidance, ii) can prepare contracts and other legal documents, iii) can sign contracts electronically, and iv) can upload and store contracts and other documents in a digital archive.

“**Pocket Solutions**”, “**we**”, “**us**” or “**our**” refers to Pocket Solutions AB, a Swedish company (registration no. 559169-9623) with its registered office at Döbelnsgatan 31, 113 58 Stockholm, Sweden.

“**Purpose**” is defined under 2.1 below.

“**User**” means your use of the Services.

“**You**” or “**your**” means the legal entity executing these Terms.

“**Third Party Applications**” means, in these Terms, online, web-based applications and offline software products or services that are (a) provided by third parties, (b) interoperate with us, and (c) may be either separate or integrated with us and whether or not such are indicated by us as being third-party applications.

The definitions above shall apply in these terms regardless if they are capitalised or not.

2. THE PLATFORM

- 2.1. We provide the Platform where you can use the Services. Our aim is to enable companies to manage and do legal work themselves (the “**Purpose**”) by digitising legal knowledge and simplifying legal services. The Services are intended for legal entities and is available for users registered in our Platform.
- 2.2. We reserve the right to, with or without notice and at any time, modify, amend, suspend and/or discontinue properties of the Platform, including functions, features, content, and Services.
- 2.3. The terms and conditions and Fondia’s General Terms & Conditions of Service shall also apply to any PocketExpert services ordered by the Subscriber.

3. REGISTRATION AND ACCOUNT

- 3.1. In order to be given access to the Platform and the features therein made available through the Platform, you are required to register an Account. You register an Account by completing the registration form provided to you by Pocket Solutions via the Platform. When you register an Account, you undertake to provide current, true and complete information requested in the registration form.
- 3.2. By registering an Account on behalf of a legal entity, you warrant that it is authorised to enter into these Terms on the behalf of the legal entity as well as to use the Platform and our Services.
- 3.3. You are exclusively responsible for any and all access or use of the Platform and liable for all actions and activities conducted under your Account.
- 3.4. You shall ensure that the persons that you authorise to use your Account (including employees and representatives) create personal passwords and warrant that these are treated as sensitive and confidential information. To prevent unauthorised access, we recommend using personal passwords with sufficient password strength and to change the personal passwords regularly.

4. DATA PROTECTION

- 4.1. 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, we have entered into the data processing agreement (**Appendix DPA**), which shall remain in effect for as long as we process personal data on your behalf.
- 4.2. All processing of personal data takes place in accordance with applicable data legislation. By accepting the Terms, you also confirm that You have read and understood the Privacy Policy available in the Application. For more information about how we process personal data, see our “Privacy Policy” available on the Site and in the Platform.

5. PRICES

- 5.1. The fees applicable for using the paid Services are available on the Platform and the Site. The prices stated there are in Swedish kronor (SEK) and exclude VAT.
- 5.2. We reserve the right to change the prices for the Services from time to time. If we change the prices, we will notify you at least 30 days in advance by sending an email to the email address provided by you. The new prices shall become effective from the subsequent term of Services.
- 5.3. If you don’t agree to these changes, your access to the Platform will be limited to Services that are free of charge (as specified on the Site from time to time). To clarify, downgrading to the unpaid Services will never limit your access to, or management of, your Content stored in the Platform.
- 5.4. If you are offered Services for a specific term and price, that price will remain in force for that agreed time. After the offer period ends, your use of such Services will have the option to be either limited to the Services that we offer for free, or you will be charged at the new price.

6. PAYMENT

- 6.1. Unless agreed otherwise, payment shall always be made in advance for the term of the Services (which is either monthly or yearly). Payment shall be made by bank transfer to our bank account or via online payment in the Platform as stipulated in the invoice, as noted in the Platform or as otherwise instructed by us from time to time. We may do invoicing to the e-mail address provided by you.
- 6.2. When you choose a billing plan you must be authorised to use the payment method that you enter. By entering a payment method, you authorise us to use that method to charge you for the Services and any paid feature of the Services that you choose to sign up for or use while these Terms are in force.
- 6.3. You are responsible for keeping all information in your billing account updated and you may change your payment method at any time. You can access and modify your billing account information in your Account.
- 6.4. If you request that we stop using the payment method provided and we no longer receive payment from you for any paid Services, we may cancel such Services. Your notice to us will not apply to any charges submitted to your billing account before we reasonably could act on your request.
- 6.5. Pocket Solutions shall invoice the Subscriber on a monthly basis and the Subscriber shall pay the invoice within 30 days from the invoice date.

7. WHEN USING THE PLATFORM

- 7.1. You are responsible for submitting accurate and complete information about yourself and it is your responsibility to keep this information updated.
- 7.2. You may use the Platform for lawful purposes only. You are personally responsible for the use of the Platform and all of your communication and activity in it. Users are not allowed to use the Application for any purpose other than the intended purpose and not to use the Platform to post, transmit or otherwise distribute illegal material.
- 7.3. You also agree not to:
 - defame, abuse, harass, threaten or otherwise violate the legal rights of any third party or including 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 the Platform, its Users or us 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.
 - resell or in any way redistribute results generated in the Platform or use the Services in order to create a competing service or product.
- 7.4. You confirm that you will use the Platform carefully and keep in mind that legal documents distributed by you or other users might be subject to non-disclosure provisions and/or contain trade secrets or other sensitive information.

8. CONTENT

- 8.1. The Platform includes functions for uploading and storing Content. You are at all times responsible for all distribution or other actions in your Account.
- 8.2. By uploading Content to the Platform, you warrant that you are either i) the owner of the uploaded Content or ii) that you are entitled to manage the Content in such way and that the Content or your use of the Content in no way violates any national or international legislation. Pocket Solutions will not supervise whether any Content is lawfully uploaded or distributed through the Platform. If you have any complaints or other questions related to any Content, please contact support@pocketlaw.se.

- 8.3. By adding content to the Platform, you are aware that, depending on the settings of your Account, such Content might be shared with others.
- 8.4. We are not liable for any loss of Content and we advise you to always keep your own backup of your Content.
- 8.5. We do not take any responsibility with regards to the validity of Content provided by you or any other user.

9. THIRD PARTY APPLICATIONS

In order to operate with Third Party Applications, we may allow Third Party Applications providers to access Content as required to perform such interoperations, however, always under a confidentiality undertaking between such Third Party Applications providers and us.

10. INTELLECTUAL PROPERTY

- 10.1. Pocket Solutions owns all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and any other intellectual property rights ("**Intellectual Property**") in and to the Documentation, the Platform, the Site and the Services, as well as any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto.
- 10.2. For as long as You have a registered Account, You are granted a non-exclusive right to use the Documentation, the Platform, The Site and the Service in accordance with these Terms.
- 10.3. Except for what is stated in these Terms, Your use of the Documentation, the Platform, the Site and the Services grants you no right to any Intellectual Property. No Documentation or other results generated in the Platform or the Services may be disclosed, circulated or used for any other purpose than the intended purpose of the Services.
- 10.4. With respect to the Platform and the Services, you acknowledge and agree that You shall not, and shall not permit others to, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about Pocket Solutions, the Platform, the Site and the Services, unless permitted by applicable law (and then only to the extent expressly permitted).

11. TERMINATION OF ACCOUNT

Pocket Solutions reserve the right to suspend a user or terminate an Account if a User:

- breaches or otherwise violates the Terms or any other provisions set up by us; or
- uses the Platform in a way that does not comply with the Purpose or is otherwise harmful for Pocket Solutions or any third person.

12. LIMITATION OF LIABILITY

- 12.1. Pocket Solutions's liability for any loss or damage caused due to negligence or breach of contract on our part in delivering our Services are, for each calendar year and regardless of the number of damages, limited to the fees paid by you during the 12 months period prior to the time when the damage(s) occurred.
- 12.2. If you use the Services under a trial period or otherwise free subscription, our liability is limited to SEK 1,000.
- 12.3. Our liability for Third Party Applications shall never exceed the amount we are entitled to reclaim from the Third-Party Application provider(s).
- 12.4. In no event shall Pocket Solutions be liable for any indirect damages including, but not limited to, loss of revenue or profits, contracts, customers or businesses, consequential damages, or, anticipated savings or revenues.

- 12.5. We are not liable for damages unless you notify us in writing thereof no later than 90 days after you noticed or should have noticed, the actual damage, however no later than six (6) months from when the damage occurred.
- 12.6. Pocket Solutions shall not be liable for any delay or failure to perform due to circumstances that are beyond our control.
- 12.7. For the sake of clarity, you acknowledge and agree:
- a) Pocket Solutions's Services cannot replace acquiring legal advice;
 - b) that any and all agreements between you and any third party is made at your own risk and that we are not responsible for any of your loss or damage in relation to such agreements;
 - c) that any actions taken by you as a result of any guidance or information received in the Platform is made at your own risk and that we are not responsible for any of your loss or damage in relation to such actions; and
 - d) neither the legal guidance nor the templates provided by us are intended as legal advice and we recommend third party supervision before using the documents for any purpose.
- 12.8 You acknowledge and agree that Pocket Solutions shall never be liable for the legal outcome when using the Platform or our Services.

13. CONFIDENTIALITY

The Parties hereby undertake, during the term of the Agreement and thereafter (including during arbitration resulting from conflicts in relation to this Agreement), not to disclose to any third-party information regarding the Agreement, nor any other information which the Parties have learned as a result of the Agreement, 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 fulfilment of the obligations under the Agreement 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 as it uses with respect to its own confidential and/or proprietary information.

This confidentiality undertaking does not apply to information which

- e) at the date of its disclosure is in the public domain or at any time thereafter comes into the public domain (other than by breach of this Agreement); or
- f) the receiving Party can evidence was in its possession or was independently developed at the time of disclosure and was not obtained, directly or indirectly, by or as a result of breach of a confidentiality obligation.

Neither shall this confidentiality undertaking apply to the extent that any Party is required to make a disclosure of information by law or pursuant to any order of court or other competent authority or tribunal or by any applicable stock exchange regulations or the regulations of any other recognised market place. In the event that any Party would be required to make any such disclosure, each Party undertakes to give the other Party immediate notice prior to any such disclosure, in order to make it possible for the other Party to seek an appropriate protective order or other remedy. Each Party also agrees and undertakes to use its best efforts 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 survive any termination of this Agreement and shall remain in force during a period of three (3) years thereafter.

14. LEGAL ADVICE DISCLAIMER

You acknowledge that our Platform is designed to i) help you understand your legal needs, ii) provide you with general legal guidance and iii) help you create, send and store legal documents in our cloud. We are not a party to any document that you create using the Platform and do not and cannot provide legal advice in connection with these documents and/or any dispute that arises in connection with them. You understand that if you decide to enter into any document created using the Platform, you are doing so at your own risk and represent yourself.

Pocket Solutions (i) is not a law firm, (ii) does not practice law, and (iii) does not give legal advice. We are not your solicitor and are not a substitute for a lawyer or solicitor's advice and do not have a solicitor-client relationship with you. No information you provide to us is protected by legal advice privilege.

Pocket Solutions does not (i) review any information you provide to us for legal accuracy or sufficiency, (ii) draw legal conclusions or provide opinions about the data you provide or the documents you select or create using the Platform, or (iii) apply the law to your circumstances.

15. COMPLAINTS

Any claims or complaints relating to our Platform or Services shall be notified to us as soon as possible by sending an email to support@pocketlaw.se.

16. CUSTOMER SUPPORT

If you have any questions or need help or support, please contact us on support@pocketlaw.se.

17. CHANGES & ADDITIONS

The Terms may be amended from time to time. The latest version of the Terms will be available on www.pocketlaw.se. Amendments to the terms and conditions become effective the business day following the day they are posted. If we change the prices, the amount payable by you for the Services will not be changed during the current term of your subscription.

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

18. TERM & TERMINATION OF ACCOUNT

These Terms are effective from the date you accept them (when you create the Account) until either i) you terminate your Account or ii) we terminate your Account and access to the Platform in accordance with Section 11 (*Termination of Account*). Upon termination, your access to the Platform will be revoked immediately.

You are entitled to terminate your account at any time. To terminate your Account, contact Pocket Solutions directly. Once You have terminated Your Account, we will delete or anonymise any personal information about you, with exception for any personal information that we are required to keep under applicable laws and regulations.

19. GOVERNING LAW AND DISPUTES

These Terms and any issues concerning them or your use of the Platform and the Services shall be governed by the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English, unless the Parties have agreed otherwise. The SCC shall appoint the arbitrators. All arbitral proceedings shall be kept strictly confidential.

APPENDIX - DPA

DATA PROCESSING AGREEMENT

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

The **Controller**
You ("**Controller**"); and

The **Processor**
Pocket Solutions AB, reg. no. 559169-9623 ("**Processor**").

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

1. BACKGROUND

The Agreement refers to the Personal data processed under the user terms for Pocket Solutions AB entered into by the Parties regarding provision of the Platform (The "**Main Agreement**"), as a result of which the Processor processes personal data on behalf of the Controller.

In the event of any conflict with the Main Agreement, this Agreement shall prevail.

The agreement contains the following appendices:

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

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 Data Protection Authority, or another supervisory authority which on the basis of law has the authority to conduct supervisory activities over the Controllers operation.

Unless otherwise defined herein, all capitalised terms (definitions) used in this Agreement shall have the same meaning as ascribed to them in the Main Agreement.

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 GDPR.

4. DESCRIPTION OF PROCESSING

4.1. Categories of Data Subjects

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

- Employees
- Customers
- Suppliers
- Consultants
- Business contacts
- Distributor
- Shareholder
- Board member
- Potential investor

4.2. Categories of Personal Data

- Contact details
- National identification number or other identification number
- Salary
- Membership in trade union

4.3. Source

The processor is processing Personal Data that:

- The Controller's employees enter into the Services
- The Controller collects from the data subject

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

The Personal Data to be processed under the Agreement shall be used for the following purposes:

- Enable the Controller to manage and do legal work themselves through our digital platform

4.5. Processing of Personal data

The Processor shall carry out the following processing under the Agreement:

- Collection
- Recording
- Storage

- Consultation

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. The Processor undertakes to only process Personal Data in accordance with the Agreement, the purposes set out in the Main Agreement, the Controller's documented instructions and Applicable Law.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.

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 8 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:
 - 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
- 7.2. 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 5 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.
- 8.5. In the event of any additional audits within one (1) year of a performed audit, the Controller shall be responsible for all costs incurred as a result of such audit(s).

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 5 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 protect 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

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 is certified under the Privacy Shield
- 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 50.000. The Controller is not entitled to any compensation for damages is 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 agent.
- 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 use information or other material to which it is granted access in connection with entering into this Agreement or the Main Agreement for any other purpose than fulfilling its obligations under this Agreement or the Main Agreement.
- 16.2. 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.
- 16.3. 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. Upon the termination of the Agreement, the Processor and any sub-processor shall, at the request of the Controller, either erase or return the Personal Data processed within the scope of this Agreement.
- 18.2. If the Controller has not requested the return or deletion of the Personal Data within 30 days from the termination of the Agreement, the Processor may delete the Personal Data.

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

- Name:** Amazon Web Services
Services: Data store and Content Delivery Network (CDN)
Website: https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf
Data processed: All data that You put into the Platform e.g. name, e-mail address, address, phone number , role description etc.
Security measures: The personal data is processed within the EU/EEA
- Name:** Compose
Services: Cache database
Website: <https://www.compose.com/DPA-exhibit.html>
Data processed: All data that You put into the Platform e.g. name, e-mail address, address, phone number, role description etc.
Security measures: The personal data is processed within the EU/EEA
- Name:** Hetzner
Services: Server
Website: <https://www.hetzner.de/>
Data Processed: All data that You put into the Platform e.g. name, e-mail address, address, phone number , role description etc.
Security measures: The personal data is processed within the EU/EEA
- Name:** Scrive
Services: E-signing provider
Website: <https://www.scrive.com>
Data Processed: E-mail address, full name.
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.

- Access control level
- Access log
- Encryption
- VPC
- Back-up
- SSL connections for all outbound communications
- 2- step for all sensitive services
- Using password manager for all passwords

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
- Physical security (premises etc.)